



## City Council Staff Report

Date: September 22, 2010

CONSENT CALENDAR

Subject: APPROVAL OF AMENDMENT NO. 4 TO CONTRACT SERVICES AGREEMENT WITH DOKKEN ENGINEERING FOR THE INDIAN CANYON DRIVE/INTERSTATE 10 INTERCHANGE

From: David H. Ready, City Manager

Initiated by: Public Works and Engineering Department

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### SUMMARY

Approval of Amendment No. 4 to the Dokken Engineering Agreement (Agreement No. 4318) revises the total contract amount for professional environmental, design, and construction administration services to \$1,792,482 for an increase of \$72,920 for additional right-of-way engineering and construction bid support services for the Indian Avenue Canyon Drive / Interstate-10 Interchange Project, City Project No. 00-14.

### RECOMMENDATION:

- 1) Approve Amendment No. 4 to Agreement No. 4318 with Dokken Engineering in an amount of \$72,920 for a revised total contract amount of \$1,792,482 for the Indian Canyon Drive / Interstate-10 Interchange Project, City Project No. 00-14; and
- 2) Authorize the City Manager to execute all necessary documents.

### STAFF ANALYSIS:

On December 6, 2000, City Council originally approved Agreement No. 4318 with Dokken Engineering for environmental, engineering design, and construction engineering services for the I-10 Project. Three prior amendments were approved by City Council to address additional services required as the environmental and design process moved its way through Caltrans. A fourth amendment is recommended to further address additional services, a result of the City requesting the County to administer and bid this project, resulting in changes to final bid documents. Also, final changes to right-of-way documents were required to comply with Caltrans requirements, and utility relocation coordination services were required during the pre-construction

phase of this project, until such time as the County's Resident Engineer took over coordination of the project from the City.

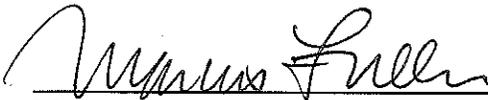
FISCAL IMPACT:

Sufficient funds are available in the Regional Measure A account 134-4497-50185; no local miscellaneous general funds are required for this project.

SUBMITTED:

Prepared by:

Recommended by:



Marcus L. Fuller  
Assistant Director of Public Works

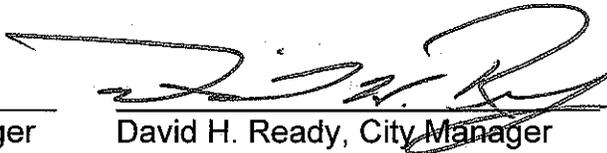


David J. Barakian  
Director of Public Works/City Engineer

Approved by:



Thomas J. Wilson, Asst. City Manager



David H. Ready, City Manager

Attachments:

1. Amendment No. 4 to Agreement No. 4318

AMENDMENT NO. 4 TO CONTRACT SERVICES AGREEMENT NO. 4318  
WITH DOKKEN ENGINEERING  
INDIAN CANYON DRIVE/I-10 INTERCHANGE, CITY PROJECT 00-14

The following articles of Agreement No. 4318 are hereby amended to read as follows:

SECTION 2.1 Maximum contract amount is amended to One Million Seven Hundred Ninety-Two Thousand Four Hundred Eight-Two Dollars (\$1,792,482.00).

SCOPE OF SERVICES (Exhibit "A") -

See attached Exhibit "A" for additional services

SCHEDULE OF COMPENSATION (Exhibit "C") -

See attached Exhibit "C".

Purchase Order Number(s):	116346
Agreement Number:	4318
Original City Council Approval:	December 6, 2000
Original Minute Order Number:	6761
Original Contract Amount:	\$ 943,842
Amount of Previous Increase(s)	\$ 775,720
Amount of This Increase	\$ 72,920
<b>Amended Total:</b>	<b>\$1,792,482</b>
Account Number(s):	134-4497-50185

**SIGNATURES ON LAST PAGE**

Except as specifically amended by this Amendment No. 4, all terms and provisions of Agreement No. 4318 remain in full force and effect.

ATTEST:

CITY OF PALM SPRINGS,  
a California charter city

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

CONTRACTOR: Check one:  Individual  Partnership  Corporation

Corporations require two notarized signatures: One signature **must** be from the Chairman of Board, President, or any Vice President. The second signature **must** be from the Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Chief Financial Officer).

By: \_\_\_\_\_  
Notarized Signature of Chairman of Board,  
President or any Vice President

By: \_\_\_\_\_  
Notarized Signature Secretary, Asst Secretary,  
Treasurer, Asst treasurer or Chief Financial Officer

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

State of \_\_\_\_\_ }

State of \_\_\_\_\_ }

County of \_\_\_\_\_ }ss

County of \_\_\_\_\_ }ss

On \_\_\_\_\_ before me,

On \_\_\_\_\_ before me,

personally appeared

personally appeared

who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

WITNESS my hand and official seal.

Notary Signature: \_\_\_\_\_

Notary Signature: \_\_\_\_\_

Notary Seal:

Notary Seal:

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**Exhibit "A"**  
**Additional Scope of Services**  
**Indian Canyon Drive/Interstate 10 Interchange, City Project 00-14**

EXHIBIT A is amended to provide the additional required professional services as follows:

**Task 2.12 Right of Way Engineering**

At the request of the County and City, Contractor shall revise the Plats and Legals for all takes, easements and transfers. The plats are on an 8 ½" x 11" sheet size, and modeled, in general terms, after County of Riverside samples. These revisions include, but are not limited to:

- Changes to temporary construction easements
- Changes in property ownership
- Changes to the street name (Indian Avenue to North Indian Canyon Drive)
- Updates to County requirements

**Task 2.12 Right of Way Engineering Support**

Contractor shall be available to clarify right of way engineering information and answer questions.

**Task 5.0 Construction Bidding Plans**

Contractor shall provide support to the County to prepare the Request For Authorization package, and modification of bid documents from the Caltrans approved set to a County preferred format for release for bidding. Coordination includes:

- Attending meetings
- Reproduction on mylar of full-size roadway and structure plans
- Modification, reformatting, and quality control review of Special Provisions

**Task 6.0 Construction Support Phase**

Contractor shall provide utility relocation coordination with all affected utility companies following approval of design and prior to construction of the project. Contractor coordination amongst City, County, Caltrans, Construction Management, Contractor, Utility Owners, and Utility Contractor staff.

Task 6.0 is amended to include:

**Task 6.06 Utility Relocation Coordination**

Contractor shall coordinate all utility relocations with utility companies that may have facilities within the Project area.

EXHIBIT C is replaced with the following exhibit:

SCHEDULE OF COMPENSATION

Tasks listed below are identical to tasks identified in Exhibit A of this Agreement. Payments to Contractor shall be made no more frequently than monthly. Lump sum payments shall be made to Contractor based upon completion of tasks, or pro-rata portions thereof noted below.

	Sub-Task Total Lump Sum	Task Total Lump Sum
<b>Task 1.0, Project Administration</b>	---	<b>\$126,705.00</b>
<b>Task 2.0, Planning and Project Development</b>	---	<b>\$646,981.29</b>
Task 2.1, Research and Data Gathering	\$ 1,083.00	---
Task 2.2, Project Development Team Meetings	\$ 66,333.00	---
Task 2.3, Survey	\$ 40,297.00	---
Task 2.4, Preliminary Hydrology Report	\$ 26,819.00	---
Task 2.5, Preliminary Geotechnical Report	\$ 6,066.00	---
Task 2.6, Traffic Operations Analysis	\$ 41,026.00	---
Task 2.7, Environmental Approval	\$171,334.00	---
Task 2.8, Value Engineering	\$ 5,633.00	---
Task 2.9, Project Report and Project Approval Report	\$112,185.00	---
Task 2.10, Geometric Approval Drawings	\$ 65,136.00	---
Task 2.11, Geotechnical Design Report	\$ 29,834.00	---
Task 2.12, Right of Way Engineering	\$ 66,503.29	---
Task 2.13, Agreements	\$ 2,925.00	---
Task 2.14, Utility Coordination/Relocations	\$ 11,807.00	---
<b>Task 3.0, Structures</b>	---	<b>\$157,520.00</b>
Task 3.1, Preliminary Structure Design	\$ 5,915.00	---
Task 3.2, Geotechnical Coordination and Foundation Report	\$ 31,988.00	---
Task 3.3, Structural Design and Calculations	\$ 41,441.00	---
Task 3.4, Demolition of Existing Bridge	\$ 5,000.00	---
Task 3.5, Structural Special Provisions	\$ 18,440.00	---
Task 3.6, Estimate	\$ 9,600.00	---
Task 3.7, Independent Check Review and Quality Control	\$ 19,146.00	---
Task 3.8, Draft PS&E	\$ 22,590.00	---
Task 3.9, Final PS&E	\$ 3,400.00	---
<b>Task 4.0, Roadway</b>	---	<b>\$602,833.71</b>
Task 4.1, Basic Roadway Plans	\$191,470.00	---
Task 4.2, Drainage Plans	\$115,570.00	---
Task 4.3, Traffic Plans	\$120,490.00	---
Task 4.4, Miscellaneous Plans	\$ 39,920.00	---
Task 4.5, Specifications and Estimate	\$ 41,230.00	---
Task 4.5(a), Design Exception Fact Sheets	\$ 3,550.00	---
Task 4.5(b), Construction CPM Schedule	\$ 11,590.00	---
Task 4.5 (c), Utility Potholing	\$ 34,543.71	---
Task 4.6, Roadway Deliverables		
Task 4.6.1, Submittals	\$ 2,000.00	---
Task 4.6.2, Draft PS&E (95% Complete)	\$ 5,000.00	---
Task 4.6.3, Final PS&E (100% Complete)	\$ 5,000.00	---
Task 4.6.4, Project Files and Resident Engineer's File	\$ 6,800.00	---
Task 4.6.5, Slope Stake Notes	\$ 25,670.00	---
<b>Task 5.0, Construction Bidding Plans</b>	---	<b>\$ 61,058.00</b>
<b>Task 6.0, Construction Support Phase</b>	---	<b>\$ 197,384.00</b>
Task 6.0, General Construction Support	\$26,874.00	---
Task 6.01, Roadway Design Construction Support	\$41,350.00	---
Task 6.02, Structures Design Construction Support	\$37,550.00	---
Task 6.03, Shop Drawing Review	\$16,700.00	---
Task 6.04, Geotechnical Design Support	\$15,550.00	---
Task 6.05, Electrical Design Support	\$15,350.00	---
Task 6.06, Utility Relocation Coordination	\$11,110.00	---
Task 6.1, "As-Built" Plans	\$32,900.00	---
<b>Total of all Tasks of this Contract</b>	---	<b>1,792,482.00</b>