



## City Council Staff Report

Date: February 16, 2011

CONSENT CALENDAR

Subject: APPROVAL OF AMENDMENT NO. 2 TO CONTRACT SERVICES AGREEMENT NO. 4780 WITH DOKKEN ENGINEERING FOR THE BELARDO ROAD BRIDGE & ROADWAY WIDENING, CITY PROJECT NO. 87-49

From: David H. Ready, City Manager

Initiated by: Public Works and Engineering Department

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### SUMMARY

A further amendment to increase the budget for bridge aesthetic design is necessary to accommodate additional process reviews by the Agua Caliente Band of Cahuilla Indians staff and Indian Planning Commission.

### RECOMMENDATION:

- 1) Approve Amendment No. 3 to Agreement No. 4780 with Dokken Engineering, in the amount of \$10,000 for a total revised contract amount of \$458,640 for the Belardo Road Bridge and Roadway Widening, City Project No. 87-49; and
- 2) Authorize the City Manager to execute all necessary documents.

### STAFF ANALYSIS:

On October 1, 2003, the City Council approved Agreement No. 4780 with Dokken Engineering for the design phase of the Belardo Road Bridge and Roadway Widening, City Project No. 87-49. This project will extend Belardo Road across Tahquitz Creek with a new bridge, and complete missing segments of Belardo Road between Sunny Dunes Road and South Palm Canyon Drive. The project is a joint cooperative effort between the City and the Agua Caliente Band of Cahuilla Indians ("Tribe").

City and Tribal staff have been working for many years to deliver this project. Most recently, the environmental phase was completed and the Council adopted the Mitigated Negative Declaration on May 27, 2009. All required rights-of-way have been acquired, and the final design is completed.

ITEM NO. 2.9.

On May 19, 2010, the City Council approved Amendment No. 2 to the agreement to allow for an aesthetic design to be prepared for the new Belardo Road bridge. A conceptual design has been completed, however, additional process reviews were required which were not included in the artist's original scope. It is recommended that an additional budget of \$10,000 be added to the aesthetic design to accommodate the additional reviews by Tribal staff and the Indian Planning Commission that were required to ensure the aesthetic design adequately portrayed the unique local historical significance of the Cahuilla Tribe.

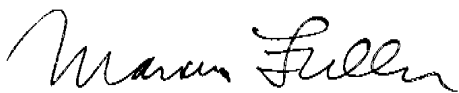
FISCAL IMPACT:

Sufficient funding is available in account 134-4498-50169. This project has been funded entirely with federal funds and Local Measure A funds; no miscellaneous General Fund revenue has been used for this project.

SUBMITTED:

Prepared by:

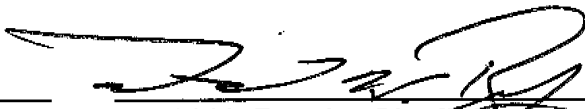
Recommended by:



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. 3 to Agreement No. 4780

AMENDMENT NO. 3 TO CONTRACT SERVICES AGREEMENT NO. 4780  
WITH DOKKEN ENGINEERING  
BELARDO ROAD BRIDGE & ROADWAY WIDENING, CP #87-49

The following articles of Agreement No. 4780 are hereby amended to read as follows:

SECTION 2.1 Maximum contract amount is amended to Four Hundred Fifty-Eight Thousand Six Hundred Forty Dollars (\$458,640.00).

SCHEDULE OF COMPENSATION (Exhibit "C") – Exhibit "C" is amended as follows:

See the attached revised Exhibit "C".

Purchase Order Number(s):	416389	
Agreement Number:	4780	
Original City Council Approval:	October 1, 2003	
Original Minute Order:	7382	
Original Contract Amount:	\$ 325,000	
Amount of Previous Increase(s)	\$ 123,640	
Amount of This Increase	\$ 10,000	
<b>Amended Total:</b>	<b>\$ 458,640</b>	
Account Number(s):	134-4498-50169	\$10,000

**SIGNATURES ON LAST PAGE**

Except as specifically amended by this Amendment No. 3, all terms and provisions of Agreement No. 4780 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: DOKKEN ENGINEERING**

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

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

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

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

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.

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.

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 "C"**  
**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, and shall be based on lump sum costs per task item of work as indicated herein. Lump sum payments shall be made to Contractor based upon completion of tasks, or pro-rata portions thereof noted below, to a maximum of 75% of the lump sum task item fee until completion of such task item as determined by the Contract Officer. Each request for payment shall contain Contractor's statement of the work or tasks completed or portion performed, with supporting documentation. The determination of payment due shall be made based upon the reasonable judgment of the Contract Officer.

	<u>Task Total Lump Sum</u>
<b>PHASE 1 - PRELIMINARY ENGINEERING AND STUDIES</b>	
Task 1.0, Project Management	\$ 17,300.00
Task 2.0, Design Survey Mapping	\$ 44,900.00
Task 3.0, Geotechnical Reports	\$ 18,300.00
Task 4.0, Preliminary Engineering Report	
Task 4.1, Draft Preliminary Engineering Report	\$ 59,100.00
Task 4.2, Final Preliminary Engineering Report	\$ 13,600.00
Task 8.0, Utility Coordination	\$ 1,900.00
<b>Phase 1 Subtotal</b>	<b>\$ 155,100.00</b>
<b>PHASE 2 - FINAL ENGINEERING DESIGN (PS&amp;E)</b>	
Task 1.0, Project Management	\$ 17,300.00
Task 5.0, Roadway PS&E	
Task 5.1, Roadway PS&E (70%)	\$ 40,200.00
Task 5.2, Roadway PS&E (100%)	\$ 14,400.00
Task 5.3, Roadway PS&E (Final)	\$ 4,500.00
Task 6.0, Structures PS&E	
Task 6.1, Structures PS&E (70%)	\$ 50,400.00
Task 6.2, Structures PS&E (Final)	\$ 28,200.00
Task 6.3, Bridge Aesthetic Design	\$ 30,000.00
Task 7.0, Design Support During Construction	\$ 13,000.00
Task 8.0, Utility Coordination	\$ 1,900.00
<b>Phase 2 Subtotal</b>	<b>\$ 199,900.00</b>
<b>PHASE 3 - ENVIRONMENTAL MITIGATION AND MONITORING SERVICES</b>	
Task 1.0, Environmental Permitting	\$ 32,160.00
Task 2.0, Environmental Specification Review	\$ 9,970.00
Task 3.0, Mitigation Monitoring Plan	\$ 61,510.00
<b>Phase 3 Subtotal</b>	<b>\$ 103,640.00</b>
<b>Grand Total</b>	<b>\$458,640.00</b>

END OF EXHIBIT "C"