



## City Council Staff Report

Date: May 4, 2011

CONSENT CALENDAR

Subject: APPROVAL OF AMENDMENT NO. 2 TO CONTRACT SERVICES AGREEMENT NO. 5235 WITH DOKKEN ENGINEERING FOR THE INDIAN CANYON DRIVE WIDENING, CITY PROJECT NO. 01-25

From: David H. Ready, City Manager

Initiated by: Public Works and Engineering Department

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### SUMMARY

An amendment to the contract services agreement with Dokken Engineering is recommended to include construction phase services (contract administration, materials testing, and inspection) for the Indian Canyon Drive Widening, City Project 01-25.

### RECOMMENDATION:

- 1) Approve Amendment No. 2 to Agreement No. 5235 with Dokken Engineering, in the amount of \$190,980 for a total revised contract amount of \$912,730 for the Indian Canyon Drive Widening, City Project 01-25; and
- 2) Authorize the City Manager to execute all necessary documents.

### STAFF ANALYSIS:

On February 15, 2006, the City Council approved Agreement No. 5235 with Dokken Engineering to provide environmental and civil engineering design services for the Indian Canyon Drive Widening, City Project 01-25. This project will widen Indian Canyon Drive from two to four lanes between Tramview Road and the Union Pacific Railroad, extending through the Whitewater River.

On April 6, 2011, the City Council approved the plans and specifications, and authorized bidding for this project. As a federally funded project, this project is subject to Caltrans and Federal Highway Administration (FHWA) oversight, therefore, it is recommended that the City's consultant take on the responsibility to ensure the construction of this project complies with all state and federal rules.

Staff has negotiated a contract amendment with Dokken Engineering in the amount of \$190,980 to provide the City with turnkey construction phase services for this project. The estimated construction cost of this project is approximately \$2,900,000 – and the construction phase services represents 6.5% of this cost. Generally, construction administration costs vary from 10%-15% of the construction estimate, depending upon the complexity of the project. Staff recommends Council approve the contract amendment which will ensure the consultant is available to provide required services by the time the bid opening is held on May 24.

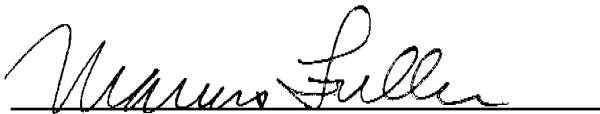
FISCAL IMPACT:

This project is funded with a \$2,199,000 federal STP grant, of which \$1,936,000 remains available for construction (\$263,000 was used for the design phase). The local match will be funded by Regional Measure A funds. Sufficient funds for construction phase services are available in account 134-4497-50216. No City funds will be required for this project as CVAG has agreed to cover the City's local match.

SUBMITTED:

Prepared by:

Recommended by:

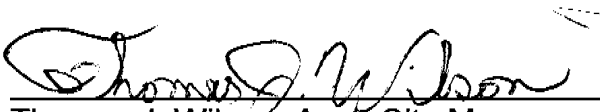


Marcus L. Fuller  
Assistant Director of Public Works

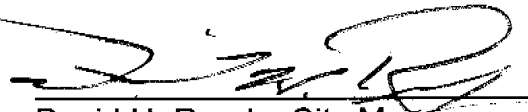


David J. Barakian  
Director of Public Works/City Engineer

Approved by:



Thomas J. Wilson, Asst. City Manager



David H. Ready, City Manager

Attachments:

1. Amendment No. 2 to Agreement No. 5235

AMENDMENT NO. 2 TO CONTRACT SERVICES AGREEMENT NO. 5235  
WITH DOKKEN ENGINEERING  
INDIAN CANYON DRIVE WIDENING  
TRAMVIEW ROAD TO THE UNION PACIFIC RAILROAD BRIDGE  
(THROUGH THE WHITEWATER RIVER)  
CITY PROJECT NO. 01-25  
FEDERAL PROJECT NO. STPLN-5282(023)

The following articles of Agreement No. 5235 are hereby amended to read as follows:

Wherever in the Agreement the term "Contractor" is referred to shall be amended to refer to the term "Consultant".

SECTION 2.1 Maximum contract amount is amended to Nine Hundred Twelve Thousand Seven Hundred Thirty Dollars (\$912,730.00).

SCOPE OF SERVICES (Exhibit "A") – Exhibit "A" is amended as follows:

Add Phase 3 – Construction Services. See the attached sheet.

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

Add Phase 3 – Construction Services, as identified on the attached Exhibit "C".

SCHEDULE OF PERFORMANCE (Exhibit "D") – Exhibit "D" is amended as follows:

The following shall be added: "Phase 3 shall be completed throughout the duration of construction."

Purchase Order Number(s):	616346
Agreement Number:	5235
Original City Council Approval:	February 15, 2006
Original Contract Amount:	\$ 745,855
Amount of Previous Decrease	(\$ 24,105)
Amount of This Increase	\$ 190,980
<b>Amended Total:</b>	<b>\$ 912,730</b>
Account Number:	134-4497-50216; \$190,980

**SIGNATURES ON LAST PAGE**

Except as specifically amended by this Amendment No. 2, all terms and provisions of Agreement No. 5235 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

**CONSULTANT: 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 "A"**  
**SCOPE OF SERVICES**

Add "Phase 3 – Construction Services", as follows:

**General Scope – Phase 3, Construction Services**

This proposed scope of work assumes that the duration of the construction project shall be 90 working days.

**Task 1, PROJECT MANAGEMENT**

Consultant shall organize and develop a Project Development Team (PDT). Members of the PDT shall include Consultant Construction Management Project Manager, Consultant Design Project Manager, Sub-consultant as required and members of the City of Palm Springs.

**Task 1.1 Monthly PDT Meetings**

Consultant shall organize and conduct Monthly Progress Meetings with the PDT to discuss progress of construction project, issues to be resolved and action items to be addressed.

Deliverable: Consultant shall contact all members of the PDT to coordinate the scheduled meeting date. A Meeting Notice, an Agenda and Meeting Minutes shall be prepared for the meeting.

**Task 1.2 Monthly Progress Reports**

Consultant shall prepare progress reports to record the progress of the construction project. The Progress Report shall include accomplished tasks for the month, anticipated progress for the next month, pending issues, a list of Contract Change Orders (CCO), a list of Notice of Potential Claims (NOPC) (if any), and schedule completion target dates.

Deliverable: Consultant shall prepare monthly progress reports.

**Task 1.3 Quality Control**

Consultant shall review engineering report submittals by other consultants (materials testing, labor compliance, etc) to ensure that appropriate background information, study methodology, interpretation of data, format and content are completed in accordance with all appropriate standards.

## **Task 2.0 QUALITY ASSURANCE INSPECTION**

### **Task 2.1 PRE-CONSTRUCTION SERVICES**

#### **Task 2.1.1 Pre-Construction Meeting**

Consultant shall plan, coordinate, and run a pre-construction meeting.

#### **Task 2.1.2 Pre-Construction Photo Documentation**

Consultant shall conduct pre-construction photo and video documentation of the existing conditions on the project site.

Deliverable: Consultant shall provide the City with copies of all photos and video. Photos and video shall be also be made a permanent part of the construction records.

### **Task 2.2 CONSTRUCTION SERVICES**

Consultant shall perform all inspection necessary for the project to assure contract compliance and Federal reimbursement as outlined in the Caltrans Local Assistance Procedures Manual. The following is a description of major aspects of this work:

Deliverables: A copy of all deliverable items shall be kept in the contract files on site.

- **Baseline Schedule:** Consultant shall review the baseline CPM schedule submitted by the Contractor and work closely with the Contractor until it is acceptable. Consultant shall review monthly Baseline Schedule updates and verify accuracy.
- **Daily Inspection and Diaries:** Consultant shall perform daily inspection of all Contractors' activities (as needed). All information shall be recorded on a daily diary form. This information shall include but not be limited to job stamp, date, weather, item of work performed, hours of work performed, measurement of items installed, workers names and classifications, equipment numbers, subcontractor's personnel, conversations, conflicts and resolutions, and non-compliance (if necessary).
- **Daily Photo Log:** Consultant shall make a daily photo log of the project (as needed). Issues of contract non-compliance and SWPPP violations shall be recorded and addressed.
- **Tracking Construction Materials:** Consultant shall track Contractors' materials by certificate of compliance.
- **Submittal Review:** Consultant shall receive, stamp with date received, and track all Contractors', subcontractors', and independent party submittals. A log shall be set up identifying submittal name, responsible party, review party and whether date was met.

Submittals shall include but not be limited to:

- Contractor's equipment list

- SWPPP
- Mix Designs (Asphalt Concrete and Portland Cement Concrete)
- Materials to be used
- Shoring/Cofferdam Design
- Electrical Plan
- Traffic Control Plan

Consultant's design staff shall be used to review shop plans where applicable.

- Labor Compliance/Equal Employment Opportunity/Prevailing Wage/Disadvantaged Business Enterprise (DBE): Consultant shall enforce the contract requirements as they pertain to Labor Compliance, Equal Employment Opportunity, Prevailing Wage, and Disadvantaged Business Enterprise according to the Local Assistance Procedures. This shall include preparing daily diaries (as needed) and recording workers names, classifications, work performed and hours worked on each task; receiving Contractors', Subcontractors', and equipment rental companies' certified payrolls on a weekly basis; and tracking work performed by DBE Subcontractors, hours of work performed and monthly progress payments that include work by DBE Subcontractors.
- Storm Water Pollution Prevention Plan (SWPPP) Compliance: Consultant shall inspect the project site and monitor Contractor's compliance with Best Management Practices (BMP's) in accordance with Caltrans Storm Water Quality Handbooks. Consultant shall monitor the weather forecast during the storm season and ensure Contractor's compliance for pre-storm, storm event, and post storm requirements. Proper handling and storage of non-visible pollutants shall be enforced.
- Request For Information (RFI): Consultant shall receive, record, review, and respond to all Contractor's Request For Information. Response times shall be determined and adhered to. Consultant's design engineers shall be utilized where applicable.
- Change Requests/Contract Change Orders (CCO)/Transmittal Letters: Consultant shall receive, record, and review all Contractors' Requests for Changes. All requests shall be reviewed for merit. If change is warranted, Consultant shall assist in the creation of a Contract Change Order and Transmittal Letter according to Caltrans Contract Change Order Manual. Consultant shall receive City approval prior to submittal to Contractor. Consultant shall track all extra work on separate daily diaries. Monthly progress payments shall reflect all CCO worked performed in the previous month.
- Coordinate Materials Testing and Inspection/Surveying Services: Consultant shall coordinate and monitor all materials testing services and construction surveying. It is assumed that the contractor shall be responsible for all construction surveying and staking. Consultant shall perform quality assurance surveying as needed. Materials testing reports shall be reviewed and initialed by Consultant and maintained in the project files.
- Ensure Compliance to Safety Regulations, Building Codes, City Ordinances: Consultant shall verify Contractor's compliance to applicable Construction Safety Orders. Violations shall be recorded and Contractor shall be requested to correct

unsafe condition. A safety diary shall be written for each violation and maintained in the Construction Files. In appropriate situations the project shall be shut down until Contractor corrects safety violation(s).

- **Track Construction Quantities Daily/Weekly/Monthly:** Consultant shall track construction quantities during each operation of work and record the amount and type of material placed. Certificates of Compliance or Release Tags shall be received for material used in construction to justify payment.
- **Prepare Monthly Progress Estimates:** Consultant shall prepare Monthly Progress Estimates to summarize payment to the Contractor for work performed. Consultant's Resident Engineer and Inspector shall prepare supporting documents for each item of work to be paid. These documents shall include at a minimum, item to be paid, amount of item to be paid, calculation of material placed, Certificates of Compliance or Release Tags, name of individual creating document, name of individual verifying document, and date. A comprehensive Monthly Progress Estimate shall be submitted to the City for review, approval, and processing. Monthly Progress Estimates shall include Contract Change Order Work.
- **Monitor Construction Costs:** Consultant shall track construction costs on a monthly basis. Excel spreadsheets shall be created to monitor payment on each item of work. Spreadsheets shall be updated on a monthly basis. Contingency balance shall be monitored and updated after each CCO or after each Monthly Progress Estimate.
- **Notice of Potential Claims (NOPC)/Claims Resolution:** Consultant shall review any Notice of Potential Claims submitted by the Contractor for merit and conformance to the requirements in the Special Provisions. Consultant shall follow the guidelines and procedures established by the City and the Caltrans Construction Manual in responding to, resolving, and fighting protests, potential claims, and claims. Proper documentation shall be created to establish a chain of events in the claims process.
- **Create and Ensure Compliance to Punchlists:** Consultant shall create punchlists throughout the construction process after each item of work is complete. Punchlists shall include items that need to be corrected or amended. Consultant shall meet with Contractor's personnel regularly to monitor completion of punchlist items. Completion of punchlist items shall be a topic at the Weekly Construction Progress Meetings.

### **Task 2.3 BIOLOGICAL MONITORING**

Consultant shall be responsible for overseeing compliance with protective measures for list species, as required by Appendix B, Environmental Commitment Record, of the Initial Study. This work shall include the collection and dispersal of milk veche seeds, as required by the United States Fish and Wildlife.

### **Task 2.4 EMPLOYEE EDUCATION PROGRAM**

Consultant shall develop and administer an employee education program, as required by Appendix B, Environmental Commitment Record, of the Initial Study.



## **Task 3.0 CONSTRUCTION MANAGEMENT SUPPORT**

### **Task 3.1 PRE-CONSTRUCTION SERVICES**

#### **Task 3.1.1 Pre-Bid Meeting**

Consultant shall assist the City with scheduling and conducting a pre-bid meeting. Consultant shall assist City with advertising a pre-bid meeting in applicable newspapers and trade magazines.

Deliverable: A Meeting Notice, Agenda and Sign-In Sheet shall be prepared for pre-bid meeting. Consultant shall provide meeting minutes to City within two days of meeting. Action items shall be assigned to appropriate personnel with a timeline for completion of tasks. Consultant shall assist City in preparing addendum to contract plans, specifications, and estimate, if necessary.

#### **Task 3.1.2 Bid-Opening Meeting**

Consultant shall assist the City with scheduling and conducting a bid-opening meeting per the Caltrans Local Assistance Procedures Manual. Consultant shall assist City with advertising a bid-opening meeting in applicable newspapers and trade magazines.

Deliverable: A Meeting Notice, an Agenda and Sign-In Sheet shall be prepared for bid opening meeting. Action items shall be assigned to appropriate personnel with a timeline for completion of tasks. Consultant shall provide meeting minutes to City within two days of meeting.

#### **Task 3.1.3 Bid Analysis**

Consultant shall review and analyze contractor's bids. Consultant shall review the unit bid prices in each bid for reasonable conformance with the engineer's estimate and compare with each other bid received. Consultant shall evaluate bids for responsiveness and completeness, and assure compliance with DBE program.

Deliverable: Consultant shall make recommendations to City on acceptance of contractor's bids.

#### **Task 3.1.4 Pre-Construction Meeting**

Consultant shall assist the City with scheduling and conducting a pre-construction meeting with the approved contractor. Consultant shall contact members of the contractor's team, local authorities (police, fire, etc.), Caltrans Local Assistance, design engineers, and applicable utility owner personnel. Topics shall include items such as City expectations, labor compliance, Equal Employment Opportunity compliance, safety, environmental regulations, materials testing and compliance, Contractor submittals, and payment process.

Deliverable: A Meeting Notice, Agenda and Sign-In Sheet shall be prepared for preconstruction meeting. Action items shall be assigned to appropriate personnel with a timeline for completion of tasks. Consultant shall provide meeting minutes to City within two days of meeting.

### **Task 3.2 DESIGN SUPPORT SERVICES**

Consultant design staff shall assist construction inspection personnel with construction change orders and contractor Requests for Information (RFI's), as needed. Design staff shall make any needed design changes to the project as requested by the City.

Design staff shall prepare as-built construction plans after construction is complete.

### **Task 3.3 POST-CONSTRUCTION SERVICES-PROJECT CLOSE-OUT**

Consultant shall assist the City with all construction management and administration necessary for closing out the project to assure contract compliance and Federal reimbursement as outlined in Caltrans Local Assistance Procedures Manual. The following is a description of major aspects of this work:

#### **Task 3.3.1 Item Close-Out**

Consultant shall close out and balance all contract items. Item overruns and underruns shall be resolved with the Contractor. Contract Change Orders to adjust item prices shall be created if necessary.

Deliverable: Consultant shall submit a list of item overruns and underruns to the City. Consultant shall submit a CCO for approval by the City, as necessary, to adjust item prices.

#### **Task 3.3.2 Claims Report**

Consultant shall prepare a Claims Report for each claim that is outstanding and unresolved at the end of the construction project. Claims Reports shall be in accordance with Section 2-70 "Protests, Potential Claims, and Claims," of the Caltrans Construction Manual.

Deliverable: Consultant shall submit a claims report for each claim for review by the City and Caltrans.

#### **Task 3.3.3 Proposed Final Estimate**

Consultant shall prepare the Proposed Final Estimate. This document shall be provided after resolution of construction claims.

Deliverable: Consultant shall submit a Proposed Final Estimate to the Contractor for acceptance.

**Task 3.3.4 Project Reimbursement**

Consultant shall prepare the State and Federal forms for the City to obtain reimbursement of funds in accordance with Section 17 of the Caltrans Local Assistance Procedures Manual.

Deliverable: Consultant shall submit State and Federal forms for reimbursement to the City and Caltrans.

**Task 3.3.5 Project Report**

Consultant shall create a Project Report that identifies the construction of the project, the final cost of construction including construction management and administration, a list of all Contract Change Orders, a list of Construction Claims and the result of each after resolution, and a photo documentary of construction.

Deliverable: Consultant shall submit a Project Report to the City.

**END OF EXHIBIT "A"**

**EXHIBIT "C"**  
**SCHEDULE OF COMPENSATION**

The following is added to Exhibit "C", Schedule of Compensation:

**PHASE 3 – CONSTRUCTION SERVICES**

The following budgeted hours are based on a project schedule of 90 working days.

Project Manager:	24 hours @ \$200 / hour =	\$4,800
Resident Engineer:	240 hours @ 150 / hour =	\$36,000
Biologist:	64 hours @ \$120 / hour =	\$7,680
Inspector:	400 hours @ \$100 / hour =	\$40,000
Subtotal – Construction Inspection:		\$88,480
Materials Testing:		\$30,000
Quality Assurance Testing:		\$10,000
Labor Compliance:		\$18,000
Milk Veche Seed Collection & Dispersal:		\$2,500
Design Support:		\$30,000
Equipment / Per Diem:		\$12,000
<b>Phase 3 Subtotal:</b>		<b>\$190,980</b>
<b>Grand Total of Contract</b>		<b>\$912,730</b>

**END OF EXHIBIT "C"**