



## City Council Staff Report

Date: October 5, 2011 CONSENT CALENDAR

Subject: APPROVAL OF AMENDMENT NO. 5 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. 5 to the Dokken Engineering Agreement (Agreement No. 4318) revises the total contract amount for professional environmental, design, and construction administration services to \$1,831,362 for an increase of \$38,880 for additional right-of-way engineering and construction bid support services for the Indian Canyon Drive / Interstate-10 Interchange Project, City Project No. 00-14.

### RECOMMENDATION:

- 1) Approve Amendment No. 5 to Agreement No. 4318 with Dokken Engineering in an amount of \$38,880 for a revised total contract amount of \$1,831,362 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 was approved last year to accommodate additional services related to the County administering and bidding this project, and to comply with Caltrans requirements.

Now as the construction phase is nearing completion, additional budget is required for design oversight of roadway and structures construction, and it is necessary to have

traffic signal timing plans prepared for the new traffic signals to ensure they are coordinated with the closely spaced Caltrans signals. Additionally, Caltrans is requiring that the City prepare a Record of Survey to document all of the new rights-of-way that have been acquired and will be transferred to the state for this Interchange. New scope has been added by this contract amendment to prepare and process a Record of Survey with the County for Caltrans approval.

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

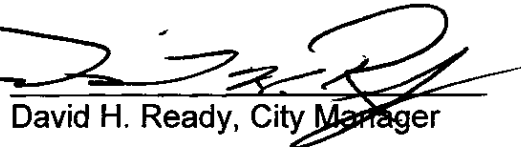


David J. Barakian  
Director of Public Works/City Engineer

Approved by:



Thomas J. Wilson, Asst. City Manager



David H. Ready, City Manager

Attachments:

1. Amendment No. 5 to Agreement No. 4318

AMENDMENT NO. 5 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 Eight Hundred Thirty-One Thousand Three Hundred Sixty-Two Dollars (\$1,831,362.00).

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)	\$ 848,640
Amount of This Increase	\$ 38,880
<b>Amended Total:</b>	<b>\$1,831,362</b>
Account Number(s):	134-4497-50185

**SIGNATURES ON LAST PAGE**

Except as specifically amended by this Amendment No. 5, 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 \_\_\_\_\_ }  
County of \_\_\_\_\_ } ss

State of \_\_\_\_\_ }  
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 2.15 Prepare Record of Survey**

At the request of the County and City, Contractor shall complete field surveys, prepare, and submit a Record of Survey (ROS) meeting Riverside County Surveyor standards and requirements, subject to the Riverside County Surveyor's review and approval.

**Task 2.16 Approved Record of Survey**

Contractor shall respond to plan check comments on the draft Record of Survey (ROS), and shall submit a revised ROS for County approval.

**Task 6.07 Prepare City Signal-Timing Plans**

Development of Signal-Timing Plans: Contractor shall coordinate with City and Caltrans staff to develop City signal-timing parameters, such as cycle lengths, splits, yellow time, etc., based on traffic volume, capacity, and the speed limits at the two intersections. Contractor shall develop a Synchro model for the study intersections. Contractor shall develop one set of signal-timing plans for each intersection (Indian Canyon Drive/20th Avenue, and Indian Canyon Drive/Garnet Avenue).

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>\$ 661,861.29</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	---
Task 2.15, Prepare Record of Survey	\$ 10,725.00	---
Task 2.16, Approved Record of Survey	\$ 4,155.00	---
<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>\$ 221,384.00</b>
Task 6.0, General Construction Support	\$26,874.00	---
Task 6.01, Roadway Design Construction Support	\$51,350.00	---
Task 6.02, Structures Design Construction Support	\$44,550.00	---
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 6.07, Prepare City Signal-Timing Plans	\$ 7,000.00	---
Task 6.1, "As-Built" Plans	\$32,900.00	---
<b>Total of all Tasks of this Contract</b>	---	<b>1,831,362.00</b>