



## CITY COUNCIL STAFF REPORT

DATE: September 5, 2012 CONSENT AGENDA

SUBJECT: APPROVAL OF AMENDMENT NO. 1 TO CONTRACT AGREEMENT NO. 6256 WITH PARSONS BRINCKERHOFF, INC. FOR AIRPORT PROFESSIONAL SERVICES

FROM: David H. Ready, City Manager

BY: AIRPORT

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### SUMMARY

This action would award an amendment to the professional services contract of Parsons Brinckerhoff Aviation Inc. for civil engineering and design services related to the airport's upcoming FAA funded terminal apron pavement rehabilitation, taxiway "G", and airfield surface markings project, and some miscellaneous on-call professional services.

### RECOMMENDATION:

1. Approve Contract Amendment No. 1 to Parsons Brinckerhoff Inc. Agreement No. 6256 Airport professional services engineering contract for bid phase design services under FAA AIP Project No. 3-06-0181-049-2012 terminal apron and taxiway G pavement rehabilitation, thermoplastics airfield markings construction management and on-call professional services projects in the amount not-to-exceed \$853,534.27.
2. Authorize the City Manager to execute all necessary documents including up to ten (10%) additional change order work as required to address changes in the project scope.

### STAFF ANALYSIS

The Federal Aviation Administration puts considerable emphasis and expectations on airports to maintain all of the airside pavements for the primary purpose of safety. As pavement reaches the end of the useful life, debris can be generated from the failing asphalt and can cause serious damage to aircraft engines if ingested. To effectively manage all of the airside pavements at Palm Springs International Airport, a

ITEM NO. 2-X.

comprehensive Pavement Condition Inventory was conducted to assess the condition of all of Palm Springs International Airport's airside pavements. The results of the comprehensive analysis identified the asphalt pavements surrounding both the Bono and Regional Concourses and Taxiway "G" as the areas in most need of rehabilitation. Staff has submitted this pavement rehabilitation project to the Federal Aviation Administration and they have approved the project as eligible for 90% grant funding. The Airport Commission supported this recommendation and unanimously approved this priority project in the airport's 2012/13 capital improvement program.

In addition to the needed pavement rehabilitation projects, the FAA has authorized a new preformed thermoplastics product for the purposes of replacing surface paint at airports. This same technology has been used for years on public roads and has now been sanctioned for use on taxiways at airports. Under the analysis and recommendation of staff, the Airport Commission voted unanimously to include the use of thermoplastics technology at Palm Springs International Airport based on the fact that it will enhance airfield safety and save time, labor and expense for the next dozen or more years, by reducing routine painting.

City Council has already approved a five year general services base contract in July with Parsons Brinckerhoff Aviation and the attached contract Amendment will engage the professional services necessary to complete the design and bid phase of these projects. This consultant, who was selected from a recent national procurement selection process, possesses an extensive background with these exact same types of paving projects.

Also included in this contract is a line item for other as-needed professional services including any FAA technical information requests, survey, CAD, facility analysis, environmental mandates and other miscellaneous airport specialized work outside of this project as needed by staff to address airport maintenance or repair issues that materialize over the normal course of airport operations.

Staff will ensure that these projects are designed and constructed in a manner that minimizes any disruption to the operations of the airport and all elements will be strategically phased in order to preserve the safety and efficiency of airline operations. It is anticipated that the construction will not begin until after peak season.

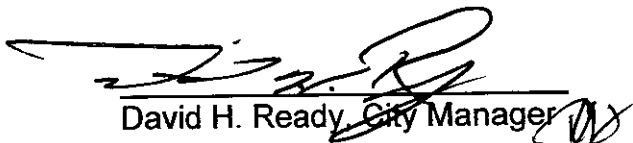
#### FISCAL IMPACT

Fees paid to Parson Brinkerhoff for these three projects will not exceed the amount of \$853,534.27. This fee was developed in strict accordance with requirements set forth by the Federal Aviation Administration. The process included formulation of the scope of services by staff and then again reviewed by an independent third party estimator. Hourly rates from the Parsons Brinckerhoff base contract were then applied to the hours of the scope to calculate the fee. The FAA will be funding 90% of this fee and equates

to \$731,731.50. The remaining share of \$121,803.50 will be funded with airport funds that were budgeted and available in account number 416-6401-56123. \$40,500 of this amount will be dedicated to miscellaneous on-call professional services that may be required for the on-going maintenance and operation of the airport.



Thomas Nolan,  
Executive Director, Airport



David H. Ready, City Manager

Attachment:  
Agreement

AMENDMENT NO. 1  
TO AGREEMENT NO. 6262 – AVIATION CONSULTING SERVICES  
PALM SPRINGS INTERNATIONAL AIRPORT

THIS FIRST AMENDMENT is made and entered into as of the 5<sup>th</sup> day of September, 2012 (the “effective date”) by and between the CITY OF PALM SPRINGS, a California charter city and municipal corporation (“City”), and Parsons Brinckerhoff, Inc., (herein “Consultant”) as follows:

RECITALS

WHEREAS, the City owns and operates Palm Springs International Airport (“Airport”) located in Palm Springs, California for the convenience of the general public.

WHEREAS, City and Consultant entered into that certain Consulting Services Agreement No. 6262 for Aviation Consulting Services (“Agreement”), as duly amended from time to time; and

WHEREAS, the parties wish to amend the Agreement to increase work assignments.

NOW, THEREFORE, for good and sufficient consideration, the parties agree as follows:

1. Exhibit “A”, Scope of Services, is hereby amended to add the following on-call Engineering Services for additional resident professional services for the Terminal Apron & Taxiway “G” Design, along with Thermoplastic Installation and Professional Services Projects, Federal Airport Improvement Project AIP No. 49, and miscellaneous on-call professional services for on-going maintenance and operation of the airport (Task 1 is described in the Proposal from the Consultant attached to this Amendment No. 1):

Task 1 – AIP (Airport Improvement Program) Apron and Taxiway “G” Taxiway Design	\$ 718,534.27
Task 2 - Airfield Thermoplastic Construction Management, when and to the extent authorized by FAA, based upon contract hourly rates, not to exceed	\$ 94,500.00
Task 3 – Misc. Non-AIP Planning & Environmental, based upon contract hourly rates, not to exceed	\$ 40,500.00

2. Except as previously modified in this Amendment No. 1, all other provisions of the Agreement shall remain unmodified and in full force and effect.

Parsons Brinckerhoff Inc.  
Palm Springs International Airport

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

ATTEST:

CITY OF PALM SPRING  
a municipal corporation

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 from each of the following: A. Chairman of Board, President, or any Vice President: AND B. Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Chief Financial Officer.

By: \_\_\_\_\_  
Signature (notarized)

By: \_\_\_\_\_  
Signature (notarized)

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

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

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

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

County of \_\_\_\_\_

County of \_\_\_\_\_

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

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

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

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

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WITNESS my hand and official seal.

WITNESS my hand and official seal.

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

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

Notary Seal:

Notary Seal:



Mr. Thomas Nolan  
Palm Springs International Airport  
3400 E Tahquitz Canyon Way  
Palm Springs, CA 92262

Re: Project Name: PSP Terminal Apron Rehabilitation – Design Services

Dear Mr. Nolan:

We are pleased to present this proposal for airfield engineering services at Palm Springs International Airport (PSP). This project will be Task Order 1 on our on-call contract with PSP. The Terminal Apron Rehabilitation design will be funded under the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant number 3-06-0181-049-2012. This scope of services is within the limits of the Airport Capital Improvement Program (ACIP) project description and is based on the ACIP description and discussions with Airport staff. Construction services will be covered by a separate cost proposal, but an order of magnitude has been separately provided for budgeting purposes.

### **Project Description**

Palm Springs Airport (PSP) will be reconstructing the asphalt portion of the commercial apron around both terminals, as well as taxiway 'G'. This is approximately 1.3 million square feet of asphalt pavement. A portion of the existing apron edge lights, concrete panels and concrete joint sealant will also be replaced. This Task Order will cover the design of approximately \$6,300,000 of airport construction improvements. Following is a detailed break-down of the scope of each task and a list of services.

#### **1. Phase 1 and Phase 2 Apron Reconstruction**

The existing asphalt apron and taxilanes around the main terminal and terminal expansion area are in poor condition. The pavement has been identified in the Pavement Maintenance and Management Plan (PMMP) as having a low Pavement Condition Index (PCI) and the PMMP suggests removal and replacement of the AC section. Based on a site walk by Parsons Brinckerhoff, the PCI and recommendation for removal are appropriate. Most of the PCC apron is in satisfactory condition, but failing joint sealant was noticed on many panels. Some PCC panels at the PCC/AC edge are cracked and may also require replacement. Restriping of the reconstructed taxiways and taxilanes is required. Additional striping of the approaches to the gates will also be required.

Environmental clearance has been approved by the FAA in a letter dated April 22, 2009. The FAA determined the project is Categorically Excluded as it relates to NEPA.

The first design phase of the project is to gather field data and as-built grading, storm drain and utility plans to determine the existing pavement section and look for potential conflicts. Following the initial investigation, a Parsons Brinckerhoff survey crew will perform a topographical survey sufficient for design. The survey will capture all at-grade utilities, flowlines, grade breaks and sections every 50' to 100' for asphalt pavement elevations through the project area. The crew will also establish the joint patterns on the PCC terminal apron pavement but will not survey the entire area. A geotechnical investigation will be performed by RMA, an on-call contract team member. RMA will perform ten (10) cores to establish existing pavement thickness and subgrade conditions. Based on the geotechnical results, Parsons Brinckerhoff will perform pavement thickness design using FAARFIELD. The airport will provide aircraft counts for an aircraft mix design. Initial determinations will be provided to the airport in a Basis of Design (also called a Preliminary Engineer's Report), indicating proposed pavement sections and summarizing the project purpose, scope, calculations and studies.

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After data collection, Parsons Brinckerhoff will begin design per the submitted Basis of Design (BOD) and instruction from the Airport. Design will conform to the standards set forth by the FAA Advisory Circulars (ACs). Deliverables include demolition, grading, paving, joint, storm drain, striping, construction phasing, construction safety, lighting, signage and erosion control plans. In addition to plans, Parsons Brinckerhoff will provide a hydrology/hydraulics study, technical specifications, engineer's cost estimate, Basis of Design (final engineers report), SWPPP/NOI documents for submittal to the RWQCB and a Safety Risk Analysis.

Demolition plans will show the full limit of removals for pavement and utilities. The plans will indicate existing pavement type and thickness based on the geotechnical investigation and as-built plans. Utilities to be relocated/replaced will also be shown. Utility specific trenching and patching for construction of utilities will not be shown on the demolition plans.

Grading plans will identify all new pavements by type and thickness, across the project footprint. Plans will also show any adjacent off-pavement graded areas. Grading plans will identify flowlines, ridgelines and drainage structures. Fine grading will be provided in tight areas like behind the baggage claim and service yard areas. Maximum and minimum slopes will be per ADA requirements in personnel areas and Advisory Circulars in aircraft movement areas.

Paving and joint plans will indicate the AC paving lane directions and take in to consideration maximum and minimums of acceptable airfield paving. Joint plans will indicate the limits of PCC joint seal replacement. If any PCC panels are replaced, proper sizing and reinforcement of those panels will also be shown.

Storm drain plans will reflect the results from the hydrology/hydraulics study. Reinforced concrete pipe will be utilized in all locations on the airfield and will be shown in plan and profile.

Striping plans will show all striping for the newly constructed asphalt apron and taxiway areas. Taxiway edge, centerline, and terminal lead-in stripes will be provided. Surface painted gate designation signs will be replaced where removed for construction and repainted on the remaining apron. Three or four aircraft parking areas will be striped as well. No further PCC apron marking, like nosewheel parking locations, engine proximity, or roadway striping will be done in this project.

Construction phasing plans will break the project into the major components of the construction phasing. The plans will show the limits of work for each phase and the appropriate safety precautions, like low profile barricades, black-out striping and taxiway closures. These plans will be coordinated with the Airport to determine the required open areas and preferred phasing. The phasing plans, in conjunction with the haul route and staging area plans will also be utilized in filing the Construction Safety Phasing Plan with the FAA.

Lighting and signage plans will show the removal and replacement of any non-LED lights in the project footprint. Elevated or load-bearing taxiway edge light LEDs will be installed and coordinated with the recent resignage and relighting project.

Erosion control plans will be prepared for the project. They will also support the Storm Water Pollution Prevention Plan (SWPPP) submittal to the RWQCB.

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A pro-active approach to safety, promotes safety culture with all personnel, within the movement and non-movement areas alike for the benefit of reducing the likelihood and severity of accidents, reduce the costs associated with accidents. This scope will comply with FAA's Order 5200.11 to conduct a Safety Risk Assessment of the planned construction work in conjunction with the development of the CSPP for the planned construction work will apply a formal procedure to identify hazards associated with the planned construction and use of the facility after the construction activity is over, assessment of the hazards and analysis of the risks of the hazards, and determining appropriate mitigations of each.

The goal of the SMS activity will be to identify hazards and safety concerns of project stakeholders early in the design process to allow ample time to design mitigation solutions for identified hazards.

While per the latest change to Order 5200.11, PSP does not fall into the mandated category of airports that must conduct an SMS/SRM for this project, it is acknowledged that in the coming years the FAA will phase in these requirements to include PSP. However, more importantly, the SMS/SRM activity can be beneficially incorporated into the normal CSPP activity at a reasonable cost and will allow the airport to slowly become accustomed to the process, thus preparing themselves for the forthcoming rule and further promote their culture of safety.

While an SRM may not be required by the Airports Division of the FAA, the Air Traffic Division (ATO) may conduct an SMS SRM. All projects will be screened by ATO to determine if an SRM will be conducted on it. Stakeholders for the SMS/SRA will include: Airport Ops, Airport Engineering, ARFF, FAA ADO, TSA, a min. of 4 airlines from the pool of AA, Allegiant Air, West Jet, UA, Sun Country, Delta, Alaska Airlines, Horizon Air, US Airways, Frontier, Virgin America, Sky West, fuelers, food service deliveries.

The SMS/SRA stakeholder meeting will be held in conjunction with the CSPP preliminary review meeting. The agenda of the SRA portion of the meeting will be to the following activities assume that the ATO will not initiate a SRM Panel & that the SRM will be compliant with 5200.11 & correspond with the CSPP formulation. It is expected that no FAA SRM panel will occur for this project but that Parsons Brinckerhoff will lead in an SRM review as part of this scope. For the tasks and associated time of each, it is expected that the project will be bid in one package thus requiring one CSPP and one SRM review.

Our proposal for the above-described work will be a lump sum of **seven hundred eighteen thousand five hundred thirty-five dollars (\$718,535)** per the attached task and cost breakdown sheet. In the event additional services beyond this scope are requested by PSP, an addition of scope and price will be required. We can begin work immediately upon receipt of your written notice to proceed and signed Task Order.

## **Scope of Work**

### **A. Preliminary Engineering Services**

The Engineer shall provide the following preliminary engineering services:

- a. Meet with Airport personnel to walk the job and discuss special site conditions and concerns of the Staff. Perform preliminary visual condition surveys of the existing pavements, electrical and drainage conditions to identify, locate, and measure pavement distress for repair or replacement as part of the project.
- b. Perform the geotechnical investigation in conformance with FAA Standards for the proposed improvements. The geotechnical investigation shall include 10 data cores and 10 exploratory borings (up to 15 feet in depth) in the asphalt area for reconstruction and none in the existing



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PCC areas. Laboratory analysis on the bores will be performed including soil classification, gradation, Atterberg limits, and CBR tests. Subgrade stabilization alternatives will be analyzed. Present the result of the geotechnical investigation in a report for inclusion as an appendix to Basis of Design.

- c. Assess the structural adequacy of the existing pavement along haul routes to accommodate construction equipment based on the result of the geotechnical investigation and record drawing research. Make recommendations as to construction equipment weight restrictions and specialized construction equipment requirements based on existing structural sections and subgrade soils.
- d. Perform topographic surveys of the apron and taxiways as needed for design. Survey shall consist of cross-sections at 50-foot to 100-foot intervals along the pavement to be reconstructed, with data collected for the width of the TSA to determine flow lines and drainage patterns. Digital terrain models and existing ground contours will be generated from the survey data.
- e. Meet with PSP to refine the scope to the extent of the anticipated project.
- f. Perform preliminary engineering for the proposed improvements including developing pavement designs and preliminary preparation of construction cost estimates. Identify all underground utilities and conduits from as-built records and other necessary components to assure the apron project meets the useful life. Make a recommendation on which alternatives to pursue.
- g. Prepare a preliminary Basis of Design to explain the existing condition, identify the proposed solution(s) and design alternatives, and outline the design decisions.

## **B. Basic Design Services**

The Engineer shall provide the following basic engineering services:

1. Design Phase
  - a. Once PSP concurs with the preliminary design and preliminary Basis of Design, PARSONS BRINCKERHOFF will prepare Contract Plans for all proposed improvements. Final plans will be provided on 22-inch by 34-inch Bond (paper) sheets as well as in electronic format (AutoCAD 2008). Plans for intermediate design review will only be provided in printed format.
  - b. Prepare Specifications and Contract Documents that conform to FAA Standard Specifications and Advisory Circulars, California Public Contract Code, City of Palm Springs General Provisions, Special Provisions, and ordinances related to Airport Construction.
  - c. Prepare detailed estimate of quantities and probable construction costs.
  - d. Develop a Construction Phasing Plan with methods to maximize safety and minimize disruption to Airport operations.
  - e. Develop a Construction Safety Phasing Plan to meet the requirement for FAA submittal of a safety and phasing plan that addresses the 43 item checklist currently provided by the FAA. In conjunction with the CSPP, comply with FAA's Order 5200.11 to conduct a Safety Risk Assessment of the planned construction work in conjunction with the development of the CSPP for the planned construction work. The SRM/SRA will apply a formal procedure to identify hazards associated with the construction and post-construction of the facility, and assess the hazards and analyze the risks of the hazards, and determine appropriate mitigations of each.

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- f. Coordinate the Project with the FAA, PSP, the City of Palm Springs, and other affected parties. Prepare Special Provisions in the Bid Documents that outline limitations on the Contractor with respect to disruption of Airport operations.
  - g. Submit up to six copies of check sets of full-size contract drawings and Specifications at 30%, 60%, and 90% completions for PSP and FAA review and comment.
  - h. Provide up to six sets of the Basis of Design, which summarizes the design principles applied to this project, geotechnical investigation and pavement elevation, and presents a detailed estimate of construction costs.
  - i. Prepare one complete set of signed final Plans and Specification incorporating PSP, City of Palm Springs, and FAA review comments, including sponsor certification that the plans and specifications meet the FAA standards for the airport design.

## 2. Bidding Phase

- a. Prepare the following Bid Documents: Instructions to Bidders, Proposal Forms, Sample Agreements, Bid Notice and other required Contract Documents utilizing standard documents provided by both the Airport and FAA.
- b. Attend a pre-bid conference and site walk at the airport.
- c. Respond to inquiries and request for clarification from bidders and issue addendums to the Plans and Specifications, if required.
- d. Consult with PSP concerning acceptance/rejection of the bids and the responsibility of the bidders and proposed subcontractors.
- e. Prepare a Bid Abstract for all bids received in compliance with FAA requirements.

## C. Additional Engineering Services

Only if authorized in writing by PSP, the Engineer shall furnish additional services of the following type, which will be paid for as indicated in the "Compensation for Services" section of this proposal.

- a. Additional services due to changes in general scope of the project or its design, including, but not limited to, changes in size, complexity, or character of construction after the 60% design phase.
- b. Revising, redrawing, or changing designs, Plans, Specifications, Reports or other Contract Documents after they have been reviewed and approved by PSP and the FAA.
- c. Additional or extended services during construction made necessary by 1) work damage by fire or other cause during construction; 2) acceleration of the work schedule involving services beyond normal working hours; or 3) Contractor default due to delinquency or insolvency.
- d. Additional services in connection with the Project not otherwise provided for in this proposal.

## Compensation for Services

The Engineer shall be compensated for the services described under "Scope of Work" as follows:

- A. For engineering services outlined in the Scope of Work, Item A, Preliminary Engineering Services and Item B, Basic Design Services, PSP shall pay the Engineer a lump sum of **seven hundred eighteen**

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**thousand five hundred thirty-five dollars (\$718,535)** which includes all labor, materials, equipment, printing, outside services, traveling, costs, and incidentals as necessary to complete the work.

The total compensation to the Engineer (Excluding any additional services) under this task order is the lump sum amount of **seven hundred eighteen thousand five hundred thirty-five dollars (\$718,535)**.

- B. For any additional services authorized in writing by the Airport, the Engineer shall be compensated according to the Standard Billing Rate Schedule included as Exhibit B of the agreement. Scope and fee will be negotiated on a task-by-task basis.

The total compensation to the Engineer (excluding any additional services) under this task order is the lump sum amount of **seven hundred eighteen thousand five hundred thirty-five dollars (\$718,535)**.

#### **Responsibility of Palm Springs International Airport (PSP)**

In addition to the general obligations provided in the agreement, PSP shall provide the following:

- A design representative with complete authority to transmit instruction and information, receive information, interpret policy, and define decisions.
- Access to the project site and escort for the Consultant's personnel, as required.
- Available data, drawings, "As-Built" drawings, and other information related to the project.
- Review of draft documents within a reasonable amount of time and provide review comments in writing. All PSP review comments for various individuals and departments shall be provided in writing and will be returned to the Engineer as a single package representing all PSP review comments.
- Protection of Parsons Brinckerhoff supplied digital information or data, if any, from contamination, misuse, or changes.

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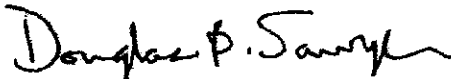
**Schedule of completion**

Final documents, ready for PSP use in bidding to determine FAA funding will be delivered to PSP by March 1, 2013. This assumes a start date of September 1, 2012, per execution of a Task Order. This schedule also assumes PSP will deliver written comments on the design submittals within fifteen (15) working days of receiving plans and will deliver written comments on the 30%, 60% and 90% design submittals within fifteen (15) working days from submittal. If PSP requires additional review time, the delivery date of the final bid documents may be extended accordingly and a revision of project design costs may be warranted.

Thank you for this opportunity to be of service to you. If you have any questions, please do not hesitate to call me at (909) 888-1106.

Best Regards,

**PARSONS BRINCKERHOFF, Inc.**



Douglas B. Sawyer  
Senior Vice President

Cc: File

