



City Council Staff Report

Date: February 18, 2009 CONSENT CALENDAR
Subject: PALM SPRINGS STORM DRAIN LINE 6A, LINE 8, LATERAL 20C AND
LATERAL 20CA PROJECT, CITY PROJECT 05-20
From: David H. Ready, City Manager
Initiated by: Public Works and Engineering Department

SUMMARY

During construction of the major storm drain project, currently underway, it was necessary to perform additional design work to ensure continued progress with the project. Approval of Contract Change Order No. 4 to the consultant's agreement will compensate the consultant for work performed.

RECOMMENDATION:

- 1) Approve Amendment No. Four (4) to Agreement No. 5275 with Engineering Resources of Southern California, Inc., in the amount of \$31,165 for a total revised contract amount of \$683,170 for the Palm Springs Storm Drain Line 6A and Line 8, City Project No. 05-20; and
- 2) Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

On July 16, 2008, City Council awarded a construction contract to Ken Thompson, Inc., for construction of Palm Springs Storm Drain Lines 6A and 8. This project has been underway since October 2008, and has made significant progress to date. The original plans required construction of large cast-in-place reinforced concrete box culverts (12 feet high by 8 feet wide, and 8 feet high by 5 feet high) within Sunrise Way. The logistics of constructing cast-in-place structures involves forming the bottom first, pouring concrete and allowing it to sufficiently cure; forming the sides second, pouring concrete and allowing it to sufficiently cure; and forming the top last, pouring concrete and allowing it to sufficiently cure prior to backfilling and paving the trench. Cast-in-place construction is labor intensive and time consuming.

The storm drain improvements, once completed, will be owned and maintained by Riverside County Flood Control District (RCFC). Prior to starting the work, staff coordinated with RCFC to determine their willingness to allow installation of pre-cast reinforced concrete box culverts in lieu of cast-in-place structures. Initially, RCFC denied the request, as there is no "standard" for pre-cast concrete box structures they have accepted. However, through cooperative efforts, and the assistance of the City's design consultant, RCFC reconsidered and allowed this project to serve as a test-case for installation of pre-cast concrete box structures.

Additionally, during construction certain opportunities occurred where value engineering of the approved design would result in cost savings, and changes to the alignment would decrease impacts to traffic during construction. Staff coordinated with the City's design consultant to prepare revised construction drawings to facilitate certain value-engineered components of the project, and to revise alignments to decrease disruptions to traffic during construction.

Staff and the City's consultant have worked diligently during construction of this project to ensure progress has not been delayed, and coordinated ways to speed up the project at every opportunity. Staff recommends that the attached contract amendment be approved to compensate the City's consultant for services provided during construction that have enabled this project to progress more quickly, and in some cases, resulted in cost savings to the City.

The overall construction phase of the consultant's contract, including Amendment No. 4, is \$321,725 which represents 6.3% of the construction contract amount of \$5,087,598; typical construction inspection/administration costs are equivalent to 15% of construction costs. The consultant's fees for construction phase support are very competitive and reasonable.

FISCAL IMPACT:

Sufficient funding is available in account 135-4371-55006. This project has been funded entirely with drainage fund revenues; no miscellaneous General Fund revenue has been used for this project.

SUBMITTED:



David J. Barakian
Director of Public Works/City Engineer



Thomas J. Wilson
Assistant City Manager



David H. Ready, City Manager

AMENDMENT NO. 4 TO CONTRACT SERVICES AGREEMENT NO. 5275
WITH ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.
PALM SPRINGS STORM DRAIN LINE 6A, 8, LATERAL 20C, AND LATERAL 20CA
CITY PROJECT NO. 05-20

The following articles of Agreement No. 5275 are hereby amended to read as follows:

2.1 Contract Sum

The first sentence is amended to read:

For the services rendered pursuant to this Agreement, the Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of **Six Hundred Eighty-Three Thousand One Hundred Seventy Dollars (\$683,170.00)** (herein "Contract Sum"), except as provided in Section 1.8.

SCOPE OF SERVICES (Exhibit "A") - Please see attached sheet for additional work.

SCHEDULE OF COMPENSATION (Exhibit "C") - Please see attached sheet.

Purchase Order Number(s):	616349
Agreement Number:	5275
Original MO Number:	7852
City Council Approval:	May 3, 2006
Original Contract Amount:	\$ 295,480.00
Amount of Prior Increases:	\$ 356,525.00
Amount of This Increase:	\$ 31,165.00
Amended Total:	\$ 683,170.00

Account No.'s for this Increase:
135-4371-55006

SIGNATURES ON LAST PAGE

Except as specifically amended by this Amendment No. 4, all terms and provisions of Agreement No. 5275 remain in full force and effect.

ATTEST:

CITY OF PALM SPRINGS,
a municipal corporation

By: _____
City Clerk

By: _____
City Manager

APPROVED AS TO FORM:

By: _____
City Attorney

CONTRACTOR: Engineering Resources of Southern California, Inc.

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

EXHIBIT A is amended as follows:

Add the following construction phase tasks:

CONSTRUCTION SERVICES

Pre-Cast Reinforced Concrete Box Structural Design – Prepare structural calculations, plans, details and specifications for the production and installation of pre-cast reinforced concrete box (PRCB). Services shall include:

- Development of structural calculations for 12' x 6' and 8' x 5' PRCB sections and lift points of each section per preliminary Caltrans standard plans;
- Development of details for each PRCB section, lift points, alternative lift points, end joint details, end joint between PRCB and cast-in-place RCB, sealing band schematic, penetrations for manholes and knock-out details for junctions up to 30" in diameter;
- Preparation of specifications for PRCB, based on draft specifications prepared by the APWA Subcommittee for PRCB design;
- Meetings with RCFC representatives from Planning, Design and Construction to gain approval of the use of PRCB, establish design criteria and process to approval calculations, plans and specifications for the installation of PRCB.

Value Engineering – Perform value engineering to determine appropriate revisions to the plans to eliminate curved sections of the alignment allowing for the use of PRCB and/or installation alignments resulting in less impact to traffic. Prepare revised plans of approved changes.

EXHIBIT C is amended as follows:

The following task line items are added to Exhibit C - Construction Services:

Pre-Cast Reinforced Concrete Box Structural Design \$20,765.00
Value Engineering \$10,400.00

The total amount for Construction Services is amended to read:

Total Construction Phase Services (Not to Exceed) **\$321,725**

ALL-PURPOSE ACKNOWLEDGMENT

<p>State of _____</p> <p>County of _____</p> <p>On _____ before me, _____ <small>Date Name, Title of Officer</small></p> <p>personally appeared _____ <small>NAME(S) OF SIGNER(S)</small></p> <p><input type="checkbox"/> 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 signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.</p> <p>I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.</p> <p>Witness my hand and official seal.</p> <p>_____ <small>Signature of Notary</small></p>	<p>CAPACITY CLAIMED BY SIGNER</p> <p><input type="checkbox"/> INDIVIDUAL(S) <input type="checkbox"/> CORPORATE _____ <small>OFFICER(S) TITLE(S)</small></p> <p><input type="checkbox"/> PARTNER(S) <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> SUBSCRIBING WITNESS <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____</p> <p>_____ SIGNER IS REPRESENTING: _____ _____</p>
<p>ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.</p> <p>THIS CERTIFICATE Title or Type of Document _____ MUST BE ATTACHED TO THE DOCUMENT Number of Pages _____ DATE of DOCUMENT _____ DESCRIBED AT RIGHT: Signer(s) Other Than Named Above _____</p>	