

CITY COUNCIL STAFF REPORT

04/09/2025

SUBJECT:

APPROVAL OF AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT NO. 5701 WITH DOKKEN ENGINEERING FOR THE SOUTH PALM CANYON DRIVE LOW WATER CROSSING BRIDGE REPLACEMENT AT ARENAS CANYON SOUTH, CITY PROJECT NO. 06-18, FEDERAL AID PROJECT NO. BR-NBIL (502)

RECOMMENDATION:

1. Approve Amendment No. 3 in the amount of \$24,581.70 to Professional Services Agreement No. 5701 with Dokken Engineering for a new not-to-exceed amount of \$912,615.30 for the South Palm Canyon Drive Low Water Crossing Bridge Replacement, City Project No. 06-18, Federal Aid Project No. BR-NBIL(502); and
2. Authorize the City Manager to execute all necessary documents.

Attachments

Item 1K



CITY COUNCIL STAFF REPORT

DATE: APRIL 9, 2025

CONSENT CALENDAR

SUBJECT: APPROVAL OF AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT NO. 5701 WITH DOKKEN ENGINEERING FOR THE SOUTH PALM CANYON DRIVE LOW WATER CROSSING BRIDGE REPLACEMENT AT ARENAS CANYON SOUTH, CITY PROJECT NO. 06-18, FEDERAL AID PROJECT NO. BR-NBIL(502)

FROM: Scott C. Stiles, City Manager

BY: Engineering Services Department

SUMMARY:

Approval of Amendment No. 3 to Professional Services Agreement No. 5701 with Dokken Engineering is for additional professional engineering and consulting services related to additional right-of-way recertification and temporary construction easement extensions. The total cost for the additional services is \$24,581.70.

RECOMMENDATION:

1. Approve Amendment No. 3 in the amount of \$24,581.70 to Professional Services Agreement No. 5701 with Dokken Engineering for a new not-to-exceed amount of \$912,615.30 for the South Palm Canyon Drive Low Water Crossing Bridge Replacement, City Project No. 06-18, Federal Aid Project No. BR-NBIL(502); and
2. Authorize the City Manager to execute all necessary documents.

BUSINESS PRINCIPAL DISCLOSURE:

Dokken Engineering is a California corporation. A copy of their Public Integrity Disclosure Form is included as **Attachment A**.

BACKGROUND:

On July 16, 2008, the City Council approved Professional Services Agreement No. 5701 with Dokken Engineering in the amount of \$681,554 to provide the environmental, design and right-of-way acquisitions services for the Project.

On May 7, 2020, the City Council approved Amendment No. 1 to Professional Services Agreement No. 5701 with Dokken Engineering in the amount of \$112,500, for a new total contract amount of \$794,605. Amendment No.1 was intended to incorporate comments from the Committee to Save Oswit Canyon (Committee). The Committee's comments were intended to refine and minimize the footprint of flood control berms and structure of the bridge.

On, January 13, 2022, the City Council approved Amendment No. 2 to Professional Services Agreement No. 5701 with Dokken Engineering in the amount of \$ 93,979.60, for a new total contract amount of \$880,033.60. Amendment No. 2 was intended for utility coordination, right-of-way recertification, reevaluation of the channel's hydrology, and structural revisions.

STAFF ANALYSIS:

The City of Palm Springs, in coordination with Dokken Engineering, has identified a need to extend the Temporary Construction Easements (TCEs) for the South Palm Canyon Drive Bridge Replacement Project, City Project No. 06-18, Federal Project No. BR-NBIL(502). The TCEs are set to expire in July 2025. **Given that construction is anticipated to last 18-24 months, extending the TCEs is critical to ensure continued access and compliance with Caltrans requirements.**

Dokken Engineering has provided a proposal to Staff to recertify the Right-of-Way (ROW) with Caltrans Local Assistance and manage the necessary TCE extensions. The proposal aligns with the project's scope, ensuring the TCEs remain valid throughout the construction period. This additional work will be completed under the existing Final Design ROW Support Task.

Staff has prepared Amendment No. 3 in the amount of \$24,581.70 to the Professional Services Agreement No. 5701 with Dokken Engineering, bringing the total contract cost to \$912,615.30. A copy of the amendment is included as **Attachment B**.

Approval of Amendment No. 3 will allow the Staff to coordinate with Dokken Engineering to secure the necessary easement extensions, thereby minimizing potential delays and ensuring the project is completed within the designated timeline. Therefore, Staff recommends the City Council approve Amendment No. 3.

ENVIRONMENTAL ASSESSMENT:

On January 18, 2012, the City Council approved Resolution No. 23076, adopting and ordering the filing of a Mitigated Negative Declaration for the Project. Subsequently on January 23, 2012, Staff filed the Notice of Determination with the Riverside County Clerk and State Clearing House.

The Project is funded in part by federal funds, requiring local oversight by Caltrans. As a federally funded project, it is subject to review pursuant to the National Environmental Policy Act (NEPA). On February 6, 2012, Caltrans, as the lead agency, made an environmental determination that the Project does not individually or cumulatively have a significant impact on the environment as defined by NEPA and is excluded from the requirements to prepare an Environmental Assessment (EA) or Environmental Impact Statement (EIS); has considered unusual circumstances pursuant to 23 CFR 771.117(b), and that it qualifies for a Categorical Exemption in accordance with 23 CFR 771.117(d).

FISCAL IMPACT:

Sufficient funds are budgeted and available in the Special Development Fund – Drainage.

REVIEWED BY:

City Engineer:	Joel Montalvo
Deputy City Manager:	Flinn Fagg
City Manager:	Scott Stiles

ATTACHMENTS:

- A. Public Integrity Disclosure Form
- B. Amendment No. 3

ATTACHMENT A



PUBLIC INTEGRITY DISCLOSURE APPLICANT DISCLOSURE FORM

1. Name of Entity Dokken Engineering
2. Address of Entity (Principle Place of Business) 110 Blue Ravine Road, Suite 200, Folsom, CA 95630
3. Local or California Address (if different than #2) -- SAME --
4. State where Entity is Registered with Secretary of State California <i>If other than California, is the Entity also registered in California?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No
5. Type of Entity <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership <input type="checkbox"/> Trust <input type="checkbox"/> Other (please specify)
6. Officers, Directors, Members, Managers, Trustees, Other Fiduciaries (please specify) <i>Note: If any response is not a natural person, please identify all officers, directors, members, managers and other fiduciaries for the member, manager, trust or other entity</i> Richard A. Dokken [name] <input checked="" type="checkbox"/> Officer <input type="checkbox"/> Director <input type="checkbox"/> Member <input type="checkbox"/> Manager <input type="checkbox"/> General Partner <input type="checkbox"/> Limited Partner <input type="checkbox"/> Other _____ Richard T. Liptak [name] <input checked="" type="checkbox"/> Officer <input type="checkbox"/> Director <input type="checkbox"/> Member <input type="checkbox"/> Manager <input type="checkbox"/> General Partner <input type="checkbox"/> Limited Partner <input type="checkbox"/> Other _____ Bradley B. Dokken [name] <input checked="" type="checkbox"/> Officer <input type="checkbox"/> Director <input type="checkbox"/> Member <input type="checkbox"/> Manager <input type="checkbox"/> General Partner <input type="checkbox"/> Limited Partner <input type="checkbox"/> Other _____



PUBLIC INTEGRITY DISCLOSURE APPLICANT DISCLOSURE FORM

1. Name of Entity Dokken Engineering	(...Continuation)
2. Address of Entity (Principle Place of Business) 110 Blue Ravine Road, Suite 200, Folsom, CA 95630	
3. Local or California Address (if different than #2) -- SAME --	
4. State where Entity is Registered with Secretary of State California <i>If other than California, is the Entity also registered in California?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. Type of Entity <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership <input type="checkbox"/> Trust <input type="checkbox"/> Other (please specify)	
6. Officers, Directors, Members, Managers, Trustees, Other Fiduciaries (please specify) <i>Note: If any response is not a natural person, please identify all officers, directors, members, managers and other fiduciaries for the member, manager, trust or other entity</i>	
Cathy Chan [name]	<input checked="" type="checkbox"/> Officer <input type="checkbox"/> Director <input type="checkbox"/> Member <input type="checkbox"/> Manager <input type="checkbox"/> General Partner <input type="checkbox"/> Limited Partner <input type="checkbox"/> Other _____
John A. Klemunes [name]	<input checked="" type="checkbox"/> Officer <input type="checkbox"/> Director <input type="checkbox"/> Member <input type="checkbox"/> Manager <input type="checkbox"/> General Partner <input type="checkbox"/> Limited Partner <input type="checkbox"/> Other _____
Matthew N. Griggs [name]	<input checked="" type="checkbox"/> Officer <input type="checkbox"/> Director <input type="checkbox"/> Member <input type="checkbox"/> Manager <input type="checkbox"/> General Partner <input type="checkbox"/> Limited Partner <input type="checkbox"/> Other _____

7. Owners/Investors with a 5% beneficial interest in the Applicant Entity or a related entity	
EXAMPLE	
JANE DOE	50%, ABC COMPANY, Inc.
_____	_____
[name of owner/investor]	[percentage of beneficial interest in entity and name of entity]
A.	
Richard A. Dokken	56%, Dokken Engineering
_____	_____
[name of owner/investor]	[percentage of beneficial interest in entity and name of entity]
B.	
_____	_____
[name of owner/investor]	[percentage of beneficial interest in entity and name of entity]
C.	
_____	_____
[name of owner/investor]	[percentage of beneficial interest in entity and name of entity]
D.	
_____	_____
[name of owner/investor]	[percentage of beneficial interest in entity and name of entity]
E.	
_____	_____
[name of owner/investor]	[percentage of beneficial interest in entity and name of entity]

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

Signature of Disclosing Party, Printed Name, Title  Cathy Chan, Corporate Secretary	Date May 10, 2019
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CITY OF PALM SPRINGS – PUBLIC INTEGRITY DISCLOSURE FORM
APPLICANT DISCLOSURE FORM

Page 2 of 2

(Revised 09 13.18)

Attachment B



**AMENDMENT NO. 3 TO THE CONTRACT SERVICES AGREEMENT
NO. A5701 FOR THE SOUTH PALM CANYON DRIVE LOW WATER
CROSSING BRIDGE REPLACEMENT AT ARENAS CANYON SOUTH,
CITY PROJECT NO. 06-18, FEDERAL PROJECT NO. BR-NBIL (502)
BETWEEN THE CITY OF PALM SPRINGS
AND DOKKEN ENGINEERING**

1. Parties and Date.

This Amendment No. 3 to the Contract Services Agreement No. A5701 is made and entered into as of this 27th day of March, 2025, by and between the City of Palm Springs (“City”) and Dokken Engineering, a California corporation (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. Recitals.

2.1 Agreement. City and Consultant have entered into an agreement entitled “Contract Services Agreement South Palm Canyon Drive Low Water Crossing Bridge Replacement at Arenas Canyon South, City Project No. 06-18, Federal Project No. BR-NBIL (502)” dated July 23, 2008 (“Agreement”) for the purpose retaining the services of Consultant to provide professional engineering and consulting services in an amount not to exceed \$681,554.00 until completion of services as provided in Exhibit “D” of the Agreement.

2.2 Amendment No. 1. City and Consultant entered into Amendment No. 1 dated May 7, 2020, for the purpose of additional professional engineering design services for increased compensation of \$112,500.00.

2.3 Amendment No. 2. City and Consultant entered into Amendment No. 2 dated January 13, 2022, for additional professional engineering design services for increased compensation of \$93,979.60.

2.4 Amendment No. 3 Purpose. City and Consultant now desire to amend the Agreement to provide for additional professional and consulting services related to additional right-of-way and temporary construction easement extensions for increased compensation of \$24,581.70.

2.4 Amendment Authority. This Amendment No. 3 is authorized pursuant to Section 1.8 Additional Services of the Agreement.

3. Terms.

3.1 Section 1.1 Scope of Services of the Agreement is hereby amended to read as follows:

The additional services identified in the Consultant’s letter dated August 30, 2024, included herewith as Attachment 1, are hereby incorporated into Exhibit “A” of the Agreement.

3.2 Section 2.1 Contract Sum of the Agreement is hereby amended to add the following:

The total compensation of this Agreement is increased \$24,581.70 for a new maximum not to exceed amount of \$912,615.30 (“Contract Sum”).

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 3, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 3. From and after the date of this Amendment No. 3, whenever the term “Agreement” or “Contract” appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 3.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 3.

3.4 Severability. If any portion of this Amendment No. 3 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5 Counterparts. This Amendment No. 3 may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE TO AMENDMENT NO. 3 TO THE CONTRACT SERVICES
AGREEMENT NO. A5701 BETWEEN THE CITY OF PALM SPRINGS
AND DOKKEN ENGINEERING**

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the dates stated below.

DOKKEN ENGINEERING:

By: _____
Signature

By: _____
Signature
(2nd signature required for Corporations)

Date: _____

Date: _____

CITY OF PALM SPRINGS:

APPROVED BY CITY COUNCIL:

Date: _____ **Item No.** _____

APPROVED AS TO FORM:

ATTEST:

By: _____
City Attorney

By: _____
City Clerk

APPROVED:

By: _____

Date: _____

City Manager – over \$150,000

Deputy/Assistant City Manager – up to \$50,000

Director – up to \$25,000

Manager – up to \$5,000

**ATTACHMENT 1
TO AMENDMENT NO. 3 TO A5701
FOLLOWS THIS PAGE**

August 30, 2024

Mr. Joel Montalvo, PE
City of Palm Springs
3200 East Tahquitz Canyon Way
Palm Springs, CA 92262

**RE: South Palm Canyon Drive Bridge – City Project #06-18 (DE#1715)
Request for Contract Amendment No. 3**

Dear Mr. Montalvo:

As requested, Dokken Engineering will perform the following additional work to extend Temporary Construction Easements:

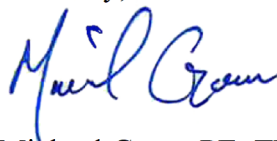
- Recertification of Right of Way (ROW) with Caltrans Local Assistance at the time of the submittal of the RFA for CON. Construction is anticipated to take 18-24 months and Temporary Construction Easements are set to expire in July 2025, therefore if recertification of ROW is beyond 2023, then extension of TCEs a second time will be required and associated costs are included in this amendment request.
 - To be completed under **Existing Task 2.5 – Final Design ROW Support**

As summarized in the table below, our total additional fee for completing the work described herein will be Twenty-Four Thousand Five Hundred Eighty-One Dollars and Seventy Cents, \$24,581.70. We will proceed with this work upon receipt of notice to proceed from the City.

Task No. - Description	Estimated Hours	Estimated Cost
Task 2.5 – Final Design ROW Support	145	\$24,581.70
Totals	145	\$24,581.70

Thank you for the continued opportunity to provide engineering services for the City of Palm Springs. Please don't hesitate to call my cell at (858) 276-9726 if you have any questions.

Sincerely,



Michael Greer, PE, TE
Dokken Engineering Project Manager

Task Description	DOKKEN ENGINEERING							GRAND TOTAL HOURS	OTHER DIRECT COSTS	GRAND TOTAL COSTS
	Michael Greer, PE, TE Project Roadway Engineer	Jamie Formico Right of Way Manager	Vanessa Cothran Senior Right of Way Agent	Kent Hume Right of Way Appraiser	Taylor Ross Right of Way Agent	TOTAL HOURS	OTHER DIRECT COST			
	\$268.84	\$217.36	\$171.60	\$111.54	\$105.82					
Task 2.5 - Revisit Design ROW Support (TCE Extensions) - 2 Parcels	10	20	80	20	15	145		\$24,581.70	145	\$24,581.70
TOTAL HOURS	10	20	80	20	15	145			145	
TOTAL COST	\$2,688.40	\$4,347.20	\$13,728.00	\$2,230.80	\$1,587.30			\$24,581.70		\$24,581.70