

City of Piedmont
COUNCIL AGENDA REPORT

DATE: May 6, 2024

TO: Mayor and Council

FROM: Rosanna Bayon Moore, City Administrator

SUBJECT: Consideration of a First Amendment to the City's Agreement with Coastland Engineering LLP to Increase the Contract Not-To-Exceed Amount by \$303,539 for the Piedmont Police Dispatch Center Modernization Project, And approval of an Amended Overall Contract Amount of \$703,539

RECOMMENDATION

By a single motion, take the following actions:

1. Approve the proposed amendment to the City's agreement with Coastland Engineering LLP for additional services for the Police Dispatch Center Modernization Project, based on a time and materials basis, increasing the Contract Not-To-Exceed Amount by \$303,539, and approve an amended overall Contract Amount of \$703,539.
2. Authorize the City Administrator to execute related documents.

BACKGROUND

On May 18, 2024, the City Council awarded a construction agreement to Giant Construction LLC in the amount of \$1,815,400 to modernize the existing emergency dispatch space within the Police Department building. Construction Management services are required in order to properly manage the project and ensure that construction is performed in accordance with the approved plans and specifications. Those services are identified in Attachment A and include management of the construction schedule, construction budget, coordination of activities, inspection to ensure work complies with construction documents, response to Requests for Information, and Change Order review.

FISCAL IMPACT

The construction management and inspection services costs included in the proposed amendment have been budgeted for in the Emergency Dispatch Project (Project # FAC004) in the approved Fiscal Year 2023-24 budget. Similarly to other direct project costs, these services are eligible expense for use of American Rescue Plan Act (ARPA) funds.

CITY ATTORNEY REVIEW

The attached Amendment to the Agreement for Professional Services have been reviewed and approved by the City Attorney.

By: Daniel Gonzales, Public Works Director

Attachments:

- A. First Amendment to Coastland Engineering LLP Agreement
- B. Coastland Engineering LLP Agreement

AMENDMENT TO CONTRACT

This First Amendment to Contract (“Amendment”) is made and entered into on this 6th day of May, 2024 (the “Effective Date”) by and between the City of Piedmont, a California municipal corporation (“City”), and Coastland Civil Engineering LLP (“Independent Contractor”).

R E C I T A L S

A. City and Independent Contractor entered into a Contract, dated October 2, 2023 (“Original Contract” and, together with this Amendment, “Contract”), under which Independent Contractor provides certain project management, owner’s representative, and other services to the City in connection with the City’s Engineering On-Call Services (“Project”).

B. The parties now wish to amend the Original Contract to add as Additional Services the additional scope (“Construction Management and Inspection Services Police Dispatch Center Modernization Project”) described in Exhibit A attached hereto and incorporated herein, and increase the NTE by the amount of \$303,539, also as provided in Exhibit A, resulting in a total NTE amount of \$703,539 under the Contract.

C. All capitalized terms not otherwise defined in this Amendment shall have the respective meanings provided in the Original Contract.

A G R E E M E N T

NOW, THEREFORE, the parties hereto agree as follows:

1. The parties agree that the Recitals set forth above are true and correct and are incorporated herein.
2. The City hereby approves the Construction Management and Inspection Services Police Dispatch Center Modernization Project Services Scope as Additional Services under Paragraph 3 of the Contract.
3. As provided in Exhibit A, the Not to Exceed fees and reimbursable expenses for the Construction Management and Inspection Services Police Dispatch Center Modernization Project Services Scope are \$303,539, bringing the total NTE under the Contract to \$703,539 under Paragraph 2(a) of the Contract.
4. Unless explicitly amended by this Amendment, all terms and provisions of the Contract shall remain in full force and effect.

[Signature Page Follows]

CONTRACTOR

COASTLAND CIVIL ENGINEERING LLP

By: _____
[Title]

CITY

CITY OF PIEDMONT, a California municipal corporation

By: _____
Rosanna Bayon Moore, City
Administrator

ATTEST:

Anna Brown, City Clerk

APPROVED AS TO FORM:

Michelle Marchetta Kenyon, City Attorney
Deepa Sharma, Assistant City Attorney

COASTLAND**DCCM**

April 9, 2024

Mr. Daniel Gonzales
Public Works Director
City of Piedmont
120 Vista Avenue
Piedmont, CA 94611

VIA EMAIL: dgonzales@piedmont.ca.gov

RE: Proposal for Construction Management and Inspection Services
Police Dispatch Center Modernization Project

Dear Daniel,

In response to your request, I am happy to provide you with this proposal for providing construction management and inspection services to the City of Piedmont for the Police Dispatch Center Modernization Project. To say that this project is a critical construction project is quite an understatement. As the Police Dispatch Center serves as a critical hub for all emergency services within the City, the success of this project is essential.

One of the keys to success of this project will be communication between the contractor and Police Department staff. The Dispatch Center must remain fully operational for the duration of this project. Police staff will be temporarily displaced during construction and that is no small inconvenience. Ensuring that the contractor fully understands the critical nature of enabling the Dispatch Center to remain operational during construction is a must. To ensure that this happens, we have included additional hours of our Construction Manager's time for coordination and communication with the City, the contractor and the architect.

Another critical component of this project will be schedule coordination. There are a few long lead time items associated with the construction (e.g., computers and electronics) that will need to be well coordinated. We will work with the contractor at the onset of the project to ensure the entire team has a good understanding of the timing of any long-lead items. Additionally, we will work with the contractor to not start critical portions of the project that will involve temporary relocation of Police Department staff until all materials are in hand.

APPROACH TO SCOPE OF SERVICES

Our team will monitor the schedule, quality and cost of the project for the duration. Additionally, we will be observing the construction to ensure that all work is in compliance with the approved contract documents. Our team approach, managed by Dennis Sheil – our Construction Manager for the project, will provide the City with expertise focused on quality and coordination of services. This will include oversight of daily construction activities from our inspector, weekly project

Santa Rosa
1400 Neotomas Avenue
Santa Rosa, CA 95405
Tel: 707.571.8005

Auburn
11641 Blocker Drive, Ste. 170
Auburn, CA 95603
Tel: 530.888.9929

Pleasant Hill
3478 Buskirk Avenue, Ste. 1000
Pleasant Hill, CA 94523
Tel: 925.233.5333

Fairfield
420 Executive Court North, Ste. G
Fairfield, CA 94534
Tel: 707.702.1961

coordination meetings with the contractor, City and architect, early identification of any issues and identification of a solution and close coordination with Police Department staff. The bullet list of those tasks is provided below as listed in our Project Work Estimate are an outline of the services we will provide during construction:

Task 1 – Pre-Construction Meeting

Our Construction Manager will schedule and administer the pre-construction meeting with all key City staff, contractor staff and construction management and inspection staff. Our construction manager will also prepare the meeting agenda and record the minutes. This pre-construction meeting will be key to setting the project tone and developing a cooperative relationship, but also setting expectations regarding the execution of the work.

Task 2 – Project Startup

Prior to commencement of construction, our team will photo document all existing conditions of the Dispatch Center and surrounding areas that will be impacted by construction. Additionally, the construction management team will set up all project files, including our web based CMIS program, to ensure all correspondence, field reports, pay estimates, RFI's and other documents are accessible to the entire project team.

Task 3 – Inspections and Documentation

During the course of construction, we anticipate having daily part time presence of our inspector to observe construction and coordinate with both the contractor and City staff. Our inspector will observe work to ensure that it is in conformance with the contract documents, and work with the contractor and our construction manager to resolve any questions or issues and ensure that the overall project is moving forward in a positive manner. Daily reports will be filed with all daily inspections to note crews and equipment at the site each day, as well as document what work was included each day. Photographs will also be included in the daily reports documenting the work that took place each day.

Task 4 – Meetings

During the course of the project, we anticipate holding weekly meetings with the contractor, the architect (if needed) and City staff for coordination, review of work performed, review of upcoming work and resolve any issues that come up. An agenda and minutes will record and track issues, such as schedule look ahead, RFIs, submittal status, risks, potential changes, action items, coordination and safety.

Task 5 – Construction Management

Our construction manager will be responsible for the overall performance of the project team as well as the contractor's performance of the work regarding quality, schedule performance and project budget. Our construction manager and inspector will coordinate to prepare project reports, weekly statements of working days and collation of inspection reports. Our construction manager will be the primary point of communication between the project and the City, keeping City staff fully informed on project progress, issues and risks. Our construction manager will also be responsible for the maintenance of the project records.

REQUESTS OF INFORMATION

Our construction manager will create and maintain a Request for Information (RFI) log, which will track the timing and impacts of contractor's RFIs. The construction manager will direct RFIs to the Design Consultant, as appropriate. The goal will be to respond to RFIs within 5 business days from the contractor's submission.

Our construction manager will create and maintain a Potential Change Order log tracking all project issues, extra work and risks that may result in a Contract Change Order (CCO). The construction manager will issue written directives to the contractor to ensure that all extra work has been authored, documented and agreed upon by the parties. The construction manager will review and analyze CCO proposal for accuracy, reasonableness, and entitlement, and if required will negotiate with the Contractor to determine an equitable CCO amount. The construction manager will prepare written CCOs with all supporting documentation, and will obtain the signature of the Contractor, the construction manager and the City prior to authorizing payment for changed work. As part of our change order management and schedule management process, we will evaluate and provide recommendations regarding any Contractor time extension requests.

PROGRESS PAYMENTS

At the initiation of the project, our construction manager will create a Pay Application spreadsheet, with project expenditures date, current amounts due and earned value data recording work completed, workdays consumed and value of work in pace. Each month, Coastland will provide accurate calculations for all work items completed and accepted to provide progress payment recommendations to the City.

SCHEDULE MANAGEMENT TO MONITOR EARNED VALUE

Our construction manager will continually review the construction progress and perform necessary measurements and quantity calculations to ensure that the Contractor progress represent the value of the work completed to date.

SPECIAL INSPECTION AND TESTING

As Special Inspections and Testing will be performed by others, our construction manager and inspector will assist in scheduling these services. Additionally, we will review all submitted special inspection and testing results to ensure compliance with the construction documents and work with the contractor if deficiencies are noted.

Task 6 - Conflict Resolution and Claims Management

The key to claims avoidance is managing risk, not only risks to the City but all the project partners. Our construction manager and inspector will work to resolve all issues prior to the completion of the work.

In the event that there are outstanding claims, Coastland will support the City throughout the Dispute process by providing detailed schedule and cost analyses, as well written responses to Contractor claims. Our goal is to avoid all claims; however, if a claim is filed, all time spent on claims will be provided on a time and material basis.

Task 7 – Project Closeout

Following completion of the work, we will organize and conduct the post-construction meeting. We will verify completion of punch list items, issue notice of completion, prepare recommendations for final acceptance of the project and review as-builts for accuracy and completeness.

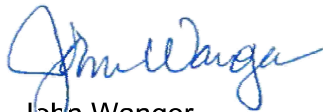
WORK ESTIMATE

We propose to provide our services on a time-and-materials basis with a not-to-exceed amount of \$303,539 in accordance with the attached Work Estimate. Our proposal is based on a project duration of 175 working days (35 weeks), part-time construction management and part time inspection. Our proposal includes factors such as attending meetings, project closeout and vehicle costs.

If the contract time extends beyond 30 working days, or the scope or level of services changes, our costs may also increase. Similarly, if the contract time is reduced, charges will decrease accordingly.

We greatly appreciate the opportunity to assist the City with this important project. If you have any questions on this proposal, please do not hesitate to contact me at wanger@coastlandcivil.com or at (707) 495-5201.

Sincerely,



John Wanger
CEO

WORK ESTIMATE									
Dispatch Center ModernizationProject		PROPOSAL FOR CM & INSPECTION SERVICES					City of Piedmont		
TASK INFORMATION							HOURS AND COST INFORMATION		
Task No. (Coastland Code)	Task Information	CM	Inspector	Inspector OT	Admin	Direct Costs	Total Hours	Total Costs	Comments
		\$190	\$175	\$263	\$120				
1	Pre-Construction Meeting	6	2		2		10	\$1,730	Agendas / conduct meeting
2	Project Start-Up	8	4		16		28	\$3,440	Assemble filing / CM program
3	Inspections & Documentation	200	525				725	\$129,875	Based on 175 working days
4	Progress Meetings/Other Mtgs	60	72		64		196	\$31,680	Assume attendance @ 35 mtgs
5	Construction Management	416			225		641	\$106,040	
6	Conflict Resolution & Claim Management	Provided on a T&M Basis, if needed							
7	Project Closeout	24	24		24		72	\$11,640	As-builts / files
	Vehicle/Equipment expenses					\$19,134		\$19,134	1,063 hours x \$18/hr= \$19,134
	Total Hours	714	627	0	331		1,672		
	of	\$135,660	\$109,725	\$0	\$39,720	\$19,134		\$303,539	
	Project Total	\$135,660	\$109,725	\$0	\$39,720	\$19,134		\$303,539	
NOTES: Coastland reserves the right to adjust estimated hours should the Contractor schedule overtime work.									
	1 Based on 175 working days.								
	2 Based on part time inspection during construction. No overtime hours have been included.								
	3 Based on part time Construction Management and Admin.								
	4 Materials, testing and special inspections will be provided by others								

**PROJECT SPECIFIC SUPPLEMENTAL AGREEMENT
POLICE DISPATCH CENTER MODERNIZATION PROJECT**

WHEREAS, the City of Piedmont (herein referred to as “Agency”) entered into a Contract on October 2, 2023 (“Public Agency Agreement”) with Coastland Civil Engineering, LLP (herein referred to as “Consultant”) to provide City Engineering Services; and

WHEREAS, said Public Agency Agreement for City Engineering allows for additional project specific engineering services to be assigned by the Agency on an as-needed basis; and

WHEREAS, the Agency has determined that the Agency needs Construction Management and Inspection services associated with the Police Dispatch Center Modernization Project (hereinafter referred to as “Project”); and

WHEREAS, the Agency does not have the current staff with expertise to provide these services and needs to retain a consultant with the appropriate experience for this work; and

WHEREAS, Consultant has experienced staff with the proper experience and background to carry out the duties involved for this work; and

WHEREAS, Agency wishes to retain Consultant for the performance of services associated with said Project, subject to all the terms and conditions as set for in the original Public Agency Agreement with Consultant.

THEREFORE, Agency and Consultant mutually agree to the scope of work and additional fee as follows:

Scope of Work

All work associated with the Project shall be per the scope of work attached as Exhibit “A.”

Payment Terms

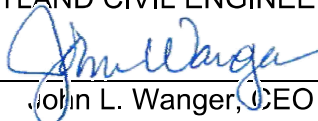
For Consultant Services associated with the Project, Agency agrees to pay Consultant in accordance with the payment terms provided on Exhibit “B” attached hereto and incorporated herein by this reference.

IN WITNESS HEREOF, the parties have caused their authorized representative to execute this amendment on _____, 2024.

CITY OF PIEDMONT

BY: _____
Jen Cavanaugh, Mayor

COASTLAND CIVIL ENGINEERING, INC.

BY:  _____
John L. Wanger, CEO

Attest:

Anna Brown, City Clerk

Approved as to form and legality:

Michelle Marchetta Kenyon, City Attorney
Deepa Sharma, Assistant City Attorney

Exhibit “A” SCOPE OF WORK

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The key to claims avoidance is managing risk, not only risks to the City but all the project partners. Our construction manager and inspector will work to resolve all issues prior to the completion of the work.

In the event that there are outstanding claims, Coastland will support the City throughout the Dispute process by providing detailed schedule and cost analyses, as well written responses to Contractor claims. Our goal is to avoid all claims; however, if a claim is filed, all time spent on claims will be provided on a time and material basis.

Task 7 – Project Closeout

Following completion of the work, we will organize and conduct the post-construction meeting. We will verify completion of punch list items, issue notice of completion, prepare recommendations for final acceptance of the project and review as-builts for accuracy and completeness.

Exhibit “B”
ESTIMATED COST

Based on our scope of work, we are proposing that the services associated with this project be completed on a time and materials basis for a not-to-exceed amount of \$303,539. The amount quoted is assuming that all of the work for this project will fall under the scope of work as described in the proposal. If additional work is necessary that falls outside of this scope of work, the parties can either re-negotiate a new scope of work or the Consultant can provide these services on a time and materials basis per the Consultant’s schedule of hourly rates.

Payments to Consultant shall be made in accordance with the Public Agency Agreement.

CONTRACT

This Contract made 10/2, 2023, to be effective July 1, 2023 ("Effective Date"), between the City of Piedmont, California, a municipal corporation, 120 Vista Avenue, Piedmont, California 94611, ("City") and Coastland Civil Engineering, LLP, a California limited liability partnership ("Independent Contractor").

- A. City is a municipal corporation which needs certain services as more specifically set forth hereafter.
- B. Independent Contractor agrees to provide these services to the City under the terms and conditions set forth in this Contract ("Contract").

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

1. Services

Independent Contractor shall provide the services as set forth in Exhibit A attached hereto and incorporated herein. City retains the right at its sole discretion to contract with or use the services of any other person or entity for any type of engineering services at any time, and nothing in this Contract requires the City to use Independent Contractor either exclusively, or even primarily, or at all for specific types of engineering services,

2. Compensation

- a. City will pay the Independent Contractor on a time and materials basis for a not to exceed amount of \$400,000.00 dollars per fiscal year for the services described in Section 1 above, based on the current hourly rate schedule attached as Exhibit B. Except as provided in Exhibit B or as City may approve in its sole discretion, City will only reimburse costs identified on Exhibit B, and without premium or markup. Exhibit B shall remain fixed through June 30, 2024, and rates for each subsequent year are subject to adjustment based on mutual agreement with the City. Notwithstanding the foregoing, if City and Independent Contractor agree to any fixed or maximum fees for any period or services, those shall control.
- b. Independent Contractor will provide City with monthly statements of fees earned and permitted reimbursable costs incurred for services provided during the month. Each statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, a reasonable itemization of all costs, and receipts or other backup the City may reasonably request.
- c. City shall issue payment within 30 days of receipt of satisfactory invoices.

3. Additional Services and Compensation

- a. In addition to the services described in Section 1 above, Independent Contractor will provide, as additional services, the FY2023 Pavement Rehabilitation Project Services described in Exhibit C-1, and the Aquatic Center Inspections Services described in Exhibit D-1. As provided in Exhibit C-2 and Exhibit D-2, the not to exceed amounts for the FY2023 Pavement Rehabilitation Project Services and Aquatic Center Inspections Services are \$163,846 and \$259,250, respectively. All such additional services shall be performed under the terms and conditions of the applicable exhibits and of this Contract, including Aquatic Center Inspections Services performed before the Effective Date of this Contract. In the event of any conflict between any portion of Exhibit C or Exhibit D and the non-exhibit portion of this Contract, the latter shall control.

4. Term

This Contract shall begin on the Effective Date. Unless otherwise terminated as provided in this Contract, this Contract shall terminate 24 months from the Effective Date but can thereafter be reauthorized annually via a mutually agreed upon written amendment.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Contract, Independent Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, computers and telephone service as is necessary for Independent Contractor to provide the services under this Contract. Independent Contractor - not City - has the sole responsibility for payment of the costs and expenses incurred by Independent Contractor in providing and maintaining such items.

6. Contractual Relationship

The parties intend that an independent contractor relationship will be created by this Contract. City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Independent Contractor. Independent Contractor is not to be considered an agent or employee of City for any purpose, and neither Independent Contractor nor any employees of Independent Contractor are entitled to any of the benefits that City provides for City's employees. It is understood that City does not agree to use Independent Contractor exclusively. It is further understood that Independent Contractor is free to contract for similar services to be performed for other cities, persons or entities during the term of the Contract, subject to Section 18 "Conflicts" below. Independent Contractor shall be fully responsible for all income, social security or other taxes or deductions, including but not limited to worker's compensation and unemployment deductions, relating to the services it performs for City.

7. Indemnity and Hold Harmless

To the fullest extent permitted by law, Independent Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify and hold harmless City and its officers, elected officials, employees, agents, and volunteers (collectively "Indemnitees") from and against any and all liability, claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Independent Contractor or its subconsultants), expense and liability of every kind, nature and description (including, without limitation, fines, penalties, incidental and consequential damages, reasonable court costs and attorney's fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith, and costs of investigation) ("Liability"), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Contract by Independent Contractor or by any individual or entity for whom Independent Contractor is legally liable, including but not limited to, officers, agents, employees, subcontractors or consultants of Independent Contractor.

For design professionals (as that term is defined by Civil Code § 2782.8) acting within the scope of their professional capacity, to the fullest extent permitted by law, Independent Contractor shall, at its own expense, indemnify, protect, defend (by counsel reasonably satisfactory to the City) and hold harmless any Indemnitees from and against any and all Liability, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Independent Contractor, or as may be provided by statute in Civil Code § 2782.8, as may be amended from time to time.

Neither termination of this Contract nor completion of the services shall release Independent Contractor from its obligations under this Section 7, as long as the event giving rise to the claim, loss, cost, damage, injury, expense or liability occurred prior to the effective date of any such termination or completion, and this section shall survive the termination of the Contract.

8. Insurance

The following minimum levels of insurance coverage shall be provided during the term of this Contract. Prior to the execution of the Contract, Independent Contractor shall provide proof of insurance required. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Independent Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Independent Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Independent Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$2,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits.
4. **Professional Liability (Errors & Omissions):** As appropriate to Independent Contractor's services, and not less than \$2,000,000 per occurrence.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

The City of Piedmont, its Council Members, directors, officers, agents and employees shall be named as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Independent Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Independent Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

For any claims related to this Contract, Independent Contractor's insurance coverage shall be primary insurance coverage (at least as broad as ISO CG 20 01 04 13) with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Independent Contractor's insurance and shall not contribute with it.

Independent Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Independent Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Independent Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Independent Contractor shall require the insurer to provide City with 30-day prior notice of termination or material change in coverage and ten (10) days prior notice of cancellation for non-payment.

9. Assignability/Subcontracting

Independent Contractor shall not assign, delegate, subcontract, or transfer any interest in this Contract nor the performance of any Independent Contractor's obligations hereunder, without the prior written consent of the City. Nevertheless, Independent Contractor will remain fully liable and responsible for all services under this Contract.

10. Miscellaneous

As used in this Contract, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

11. Notices

Any notices to be sent pursuant to this Contract shall be given in writing, in person (by hand or by courier), via prepaid U.S. certified or registered mail, return receipt requested, or by recognized overnight (or better) courier that maintains delivery records, addressed to City at 120 Vista Avenue, Piedmont, California 94611, and to Independent Contractor at 1400 Neotomas Avenue, Santa Rosa, CA 95405, or at such other address as each party shall give the other in writing from time to time. Notices shall be deemed received at the time of delivery on a business day (and if not on a business day or after 5:00 pm local time on a business day, on the next business day) or when delivery is refused.

12. Governing Law

This Contract shall be governed by the laws of the State of California applicable to contracts executed and wholly performed in that state. Jurisdiction and venue of litigation arising from this Contract shall be in the County of Alameda, State of California.

13. Modification

Any modification of this Contract will be effective only if it is in writing signed by all parties to this Contract.

14. Time is of the Essence

Time is of the essence in the performance of this Contract.

15. Termination

The following provisions shall govern termination under this Contract:

- a. Either party may terminate this Contract in whole or in part for cause as follows:
 - (1) The party electing to terminate shall give the other party written notice of termination at least five (5) days prior to the termination date, setting forth very specifically the grounds for termination, the specific provisions of the Contract that has been violated, and a full statement of the facts surrounding the violations(s).
 - (2) If the terminated party so elects, the parties shall meet promptly and make good faith efforts to resolve the violation(s) in a mutually agreeable way.
 - (3) If any such violation cannot be resolved by the parties at such meeting, or at any mutually agreed extension(s) of such meeting, the termination shall proceed.
 - (4) If the violation(s) have not been resolved, the terminating party may proceed with termination, and with retaining other person(s) or entities to provide services if desired, if the terminating party is the City.
- b. The City may terminate the Contract at any time without cause, in whole or in part, upon at least sixty (60) days prior written notice to the Independent Contractor. In the event of any such termination by City, Independent Contractor shall be paid for services actually performed through the date of termination, and Independent Contractor's work shall be immediately discontinued as of that date, except that City may elect, at City's option, to have Independent Contractor complete one or more projects or specific activities which are then in progress, in which case Independent Contractor shall be paid for such services until completion. Additionally, if the City terminates this Contract without cause in part, the parties shall continue performing their obligations with respect to the non-terminated portion(s) of this Contract as if no termination without cause had occurred.
- c. If this Contract is terminated in part, the parties shall continue performing their obligations with respect to the non-terminated portion(s) of this Contract as if no termination had occurred, or as otherwise directed by City.

16. Equal Opportunity

Independent Contractor shall insure that its policies and practices provide equal opportunity to all applicants and employees without regard to race, color, creed, gender, age, religion, national origin, sexual preference, gender identity, marital status, disability, Acquired Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) and in addition, Independent Contractor must comply with the Americans with Disabilities Act.

17. Compliance with Laws

Independent Contractor shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations. Independent Contractor represents and warrants to City that it has and shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract any licenses, permits, insurance and approvals which are legally required for Independent Contractor to practice its profession.

18. Conflicts.

Independent Contractor represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Contract. Without limitation, Independent Contractor represents to and agrees with City that Independent Contractor has no present, and will have no future conflict of interest between providing the services contemplated under this Contract to City and any interest Independent Contractor may presently have, or will have in the future, with respect to any other person or entity which has any interest adverse or potentially adverse to City, as determined in City's reasonable judgment.

19. Entire Agreement

This Contract constitutes the entire agreement of the parties with respect to the matters set forth herein. Any amendments, modifications, or changes to this Contract shall be in writing and signed by both parties. In the event of a conflict between the terms set forth in this Contract and the terms set forth in any exhibit to this Contract, the terms of this Contract shall govern over the terms of any exhibit.

20. Ownership of Documents

All plans, studies, documents and other writings, including working notes and internal documents, prepared by and for Independent Contractor, its officers, employees and agents and subcontractors in the course of implementing this Contract, shall become the property of City upon payment to Independent Contractor for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Independent Contractor or to any other party. Independent Contractor shall, at Independent Contractor's expense, provide such reports, plans, studies, documents and other writings to City upon written request. All documents prepared by Independent Contractor are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made by the City, or upon written consent of City.

21. Licenses

Independent Contractor represents and warrants that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required

of Independent Contractor to practice its profession. Independent Contractor represents and warrants to City that Independent Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance and approvals which are legally required of Independent Contractor to practice its profession.

22. Waiver

Waiver of a breach or default under this Contract shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Contract.

23. No Third Party Beneficiaries.

Nothing in this Contract shall operate to confer rights or benefits on persons or entities who are not parties to this Contract.

24. Severability.

If any portion of this Contract or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or local statute, ordinance or regulation the remaining provisions of this Contract or the application thereof shall not be invalidated thereby and shall remain in full force and effect to greatest extent permitted by law.

25. Construction.

Headings or captions to the provisions of this Contract are solely for the convenience of the parties, are not part of this Contract, and shall not be used to interpret or determine the validity of this Contract. Any ambiguity in this Contract shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract at Piedmont, California, the day and year first above written.

CITY OF PIEDMONT:

By:

[Title]

Glennauyl
Mayor

Attest:

Sheri Hartz

Sheri Hartz, Interim City Clerk

COASTLAND CIVIL ENGINEERING,
LLP:

By:

[Title]

John Swangu
CEO

Hildi E. Uttaback
Corp. Secretary

Approved as to Form:

Michelle Marchetta Kenyon

Michelle Marchetta Kenyon, City Attorney

Deepa Sharma, Assistant City Attorney

Exhibit A- As-Needed Scope of Services

Engineering

1. Perform statutory responsibilities of City Engineer and provide support for the Director of Public Works.
2. When directed, attend City Council, Planning Commission, and other Committee meetings.
3. Establish working relationships and coordination with other public agencies, County Departments and private utilities involving engineering matters affecting City.
4. When directed, recommend regulations and ordinances pertaining to engineering matters.
5. When directed, provide technical advice to City personnel assigned to public works activities.
6. Upon City's request, advise the City as to engineering and construction financing available from other governmental agencies and when so directed, prepare and initiate application for such funding.
7. Capital Projects - From time to time, the City may have the need for the Independent Contractor to perform work for City projects not covered by the scope of services described herein. Accordingly, the Independent Contractor shall provide a separate scope of work, timeline and estimated fee for completion of said work. Written approval shall be received prior to starting on any project-related work. Scopes of work for capital projects may include, but not be limited to the following:
 - a. Prepare conceptual plans, improvement plans, specifications and/or estimates for City projects.
 - b. Provide project management services associated with state and federally funded projects.
 - c. Provide special engineering reports regarding such matters as assessment district formation, developer fees, etc.
 - d. Coordinate with utility companies in the relocation of affected utilities.
 - e. Process the plans and specifications through other agencies for review and approval in connection with special funding programs and permits when required.

For projects that are outside the expertise of the Independent Contractor or for projects that the City desires to solicit proposals from other consultants, unless the City specifies otherwise, Independent Contractor shall assist the City in preparing requests for proposals to retain consultants to provide design services and shall oversee and manage said design efforts on behalf of the City.

8. Provide Construction Management, Construction Administration and Construction Inspection as requested.
9. Review and assist in the maintenance of records and plans for streets, storm drains, sanitary sewers, public easements, publicly-owned facilities, and base maps, utilizing the city's GIS system and coordinating such work with the city's Information Systems Manager.
10. Perform the statutory functions of City Engineer pertaining to the review and checking of land divisions and land development activities.
11. Review engineering plans for current public and private development projects, including the review of improvement plans prepared by outside engineers, and assist with the preparation of construction management plans for new construction.
12. Establish performance, labor and material, maintenance and monument bond amounts, when required, and require the posting of such securities and other development fees within the proper time sequence of such development review.
13. If needed, provide construction observation services as a City Official during the construction of development related improvements by private developers (grading, street, storm drain, and sewer improvements) and encroachment permits and, at the proper time, recommend notices of completion and, acceptance of the work.
14. Review, approve and process tentative maps, parcel maps and final maps pursuant to the Piedmont Municipal Code and the Subdivision Map Act.
15. Provide engineering design, analysis and/or consultation in the areas of traffic engineering, underground assessments, survey work, etc. which may be required periodically.
16. Provide Building Department plan check and/or inspections as requested.
17. The City may from time-to-time have the need for other services not specifically listed in this agreement for which the Independent Contractor has the necessary experience and capabilities. The City may authorize Independent Contractor to perform such selected services on an as-needed basis. The City reserves the right to select other consultants for special projects as need and approved by City Council.

Staffing

John Wanger shall serve as the City Engineer, subject to the continuing approval of the City, and shall not be replaced by Independent Contractor without the prior written approval of the City. Mr. Wanger shall have the primary responsibility for providing service to the City and shall make all appearances before the City Council personally unless agreed in advance with the City. It is understood that Mr. Wanger may assign projects and tasks to other members of Independent Contractor in performance of the duties of City Engineer, subject to the prior approval of the

Director of Public Works of any such assignment for other than minor projects and tasks.

Exhibit B - Rate Sheet

COASTLAND | DCCM

SCHEDULE OF HOURLY RATES July 1, 2023, through June 30, 2024

PROFESSIONAL SERVICES

Contract City Engineer	\$195/hour
Supervising Engineer	\$200 - \$230/hour
Senior Engineer	\$185 - \$205/hour
Associate Engineer	\$170 - \$190/hour
Assistant Engineer	\$150 - \$175/hour
Junior Engineer	\$140 - \$150/hour
Senior Engineering Technician	\$180 - \$180/hour
Engineering Technician	\$145 - \$160/hour
Engineering Aide	\$120 - \$140/hour
Resident Engineer	\$180 - \$205/hour
Construction Manager	\$185 - \$200/hour
Assistant Construction Manager	\$150 - \$170/hour
Construction Inspector*	\$155 - \$185/hour
Construction Administrator	\$110 - \$120/hour
Building Plan Check Engineer/Architect	\$170 - \$205/hour
Building Official and/or CASp	\$170 - \$205/hour
Supervising Building Inspector	\$175 - \$190/hour
Senior Building Inspector	\$145 - \$175/hour
Building Inspector (I & II)	\$125 - \$145/hour
Supervising Plans Examiner	\$170 - \$190/hour
Senior Plans Examiner	\$145 - \$170/hour
Plans Examiner (I & II)	\$115 - \$145/hour
Supervising Permit Technician	\$145 - \$155/hour
Senior Permit Technician	\$130 - \$145/hour
Permit Technician (I & II)	\$110 - \$130/hour
Administrative	\$110 - \$120/hour
VEHICLE	\$18.00 - \$25.00/hour
MILEAGE	\$0.68/mile
OUTSIDE SERVICES	Cost + 15%
MATERIALS	Cost + 15%

- * When applicable, mileage or vehicle rates will be charged, but not both.
- * Includes services subject to prevailing wage rates.

Rev. 08/11/21

Exhibit C - FY2023 Pavement Rehabilitation Project Services**Exhibit "C-1"
SCOPE OF WORK****Task 1 – Meetings with City**

We will initially meet with City staff to discuss project details, scope and coordinate efforts. After the 60% and 90% submittals, we will meet with the City to review their comments and answer any questions. We have included a total of three meetings under this task: one (1) kick-off meeting and two (2) progress design review meetings.

Task 2 – Background Information

We will assemble the available City information pertaining to the project including GIS base maps, and any additional pertinent information for the project. We will coordinate with outside utility companies to ensure that all existing facilities, both underground and overhead, are identified accurately during the preliminary design phase. We will prepare and send letters to EBMUD, PG&E, Comcast Cable TV and AT&T informing them of the project and requesting their facility drawings. Under this task we will follow up with each utility provider by preparing a 60% submittal package to each so they can verify the accuracy of their facilities. We do not anticipate that utility relocation will be required for this project due to the surface nature of the improvements, and as such potholing for utilities is not included in our scope. However, we do anticipate that some utility boxes may need to be adjusted to finish grade within the pedestrian ramps and/or bulb-out areas.

With this task, we will conduct a field review, take digital photos of the site and observe existing conditions in the field so we may be able to identify any unusual or special conditions that may affect the project design or construction. We will also take field measurements to supplement base mapping for the rubberized cape seal streets as well as determine areas for localized pavement repairs if needed.

Task 3 – Surveying

Through our subconsultant, Cinquini & Passarino (CPI), we will complete the needed surveying for this project. The work will include performing a ground topographic survey and preparation of a map at 1" = 20' scale with one-foot contour interval, primarily for the pedestrian ramp work associated with the project as well as the streets proposed for a mill and fill pavement rehabilitation treatment.

The roadways slated for mill and fill will be cross sectioned at intervals of approximately 25 feet from top face of curb to top face of curb. Additionally, driveway aprons and utilities in the roadway and utilities between the top face of curb and back of sidewalk will be located. The curb ramps identified for mapping will include detailed mapping of the entire curb return plus 30 feet beyond the curb return in each direction as measured along the face of the curb. In addition to top of curb, flowline of gutter, lip of gutter and back of sidewalk, CPI will locate the area five feet behind the back of sidewalk and extend the survey to the center of the roadway. Any intermediate grade breaks in the road will also be mapped.

Topographic survey will include all necessary work to produce a topographic map, including features such as, but not limited to; building corners and elevations, curb lines, water meters, sewer cleanouts, valves, manholes (including rim, invert and pipe information), utility markings on the pavement, utility poles, driveway and doorway locations, sidewalks, trees four (4) inches and larger (at curb ramp areas only), retaining wall or decorative walls, and any other pertinent information that could apply to the project during design.

Topographic survey will be provided on North American Vertical Datum of 1988 as established by GNSS observations. The topographic map will horizontally relate to California Coordinate System of 1983, Zone III, Epoch 2017.50.

Task 4 – 60% Submittal

Following our background research, documentation gathering, utility coordination, survey and field review, we will prepare a 60% submittal, which will include initial paving plans and preliminary layout and grading plans for the pedestrian ramps and bulb-out areas, and a preliminary green infrastructure plan at Grand and Fairview. We will also prepare draft technical specifications and a preliminary cost estimate of probable construction costs. We will provide electronic copies of the plans, technical specifications and estimate (PDF) for City review and comment. During the review of the 60% submittal, we will work with the City to make a final determination as to whether the green infrastructure improvements will move forward with final design and included in the overall project. If it is decided to include the green infrastructure improvements, we will provide an amendment to include a scope of work and fee for this work.

Task 5 – 90% Submittal

Upon completion of the 60% submittal and review by the City, we will prepare a 90% submittal of the plans, specifications and engineer's estimate. The 90% documents will include the standard front-end bid documents, special provisions and technical specifications, improvement plans and associated details for the paving, ramp and enhanced crossing work and an estimate of probable construction costs. We will provide the City with an electronic set of the 90% PS&E documents (PDF) for City review and comment.

Coastland's Construction Management Department will perform a constructability review of the contract documents. Through this review, we will help minimize change orders and potential claims.

Task 6 – Final Documents

We will incorporate comments received with the 90% submittal and prepare final bid documents. We will provide the City with an electronic copy of the stamped and signed drawings (PDF files), specifications (Microsoft Word) and final cost estimate (Microsoft Excel).

Task 7 – Bidding Assistance

We will provide the City with the Notice to Bidders for publication in the local paper. We will coordinate with BPX for the bid administration and electronic plan room for contractors to submit bids. We will provide BPX with a PDF of the signed and stamped improvement plans and project specifications for them to upload to the electronic plan room. We will also provide bid assistance to the City to answer any questions that may arise during the bidding phase. This will include preparing up to two addendums that may be necessary.

We will run the bid opening meeting and review information submitted by the low and second lowest bidder for technical accuracy, ensure that all forms are signed, ensure the contractor is in good standing with the State Contractor's Licensing Board, verify necessary bonds are provided, check that insurance provided meets the contract specifications, check the status of the Contractor and any subcontractor's Department of Industrial Relations registration, and provide a staff report and resolution for the award of the project.

Exceptions to Scope of Services

The following work is not included in our proposal; however, Coastland would be pleased to provide these services if the City desires:

- Environmental studies: as this is work on existing facilities, this project should be categorically exempt. A statement to that effect will be included in the awarding resolution to the contractor.
- Right-of-way determination or preparation of associated documents. Our proposal assumes that the proposed work will be within the existing rights-of-way.
- Public participation effort. If this is something the City desires, we can provide an additional scope and fee to include this work.
- Meetings beyond those noted above.
- Construction assistance (an estimate of this will be provided once the bid documents have been finalized).

Exhibit "C-2"
ESTIMATED COST

Based on our scope of work, we are proposing that the services associated with this project be completed on a time and materials basis for a not-to-exceed amount of \$163,846. The amount quoted is assuming that all of the work for this project will fall under the scope of work as described in the proposal. If additional work is necessary that falls outside of this scope of work, the parties can either re-negotiate a new scope of work or the Consultant can provide these services on a time and materials basis per the Consultant's schedule of hourly rates.

Please note that in the not-to-exceed amount, includes an estimated amount of \$950 for reimbursable expenses (i.e. mileage, printing, plotting, etc.). These reimbursable costs will be billed at cost plus 15%.

Payments to Consultant shall be made in accordance with the Contract to which this exhibit is attached.

COASTLAND BECM

Exhibit D – Aquatic Center Inspections Services

Exhibit “D-1” SCOPE OF WORK

Building Inspections

Building Inspections are anticipated to include inspections typically associated with similar facilities. Based on our review of the contract documents, we anticipate the following inspections:

- 90 Inspections by the building inspector
- 5 Temporary shoring inspections
- 2 Geotechnical/grading Inspections (done by Geo Con) which would also require a Building Inspection
- 10 Site Utility inspections
- 10 Accessibility inspections – forms and flatwork
- 10 Pool specific inspections
- 15 Electrical inspections
- 5 HVAC inspections
- 5 Solar PV and thermal inspections

The above totals 152 inspections. Of those inspections, our preliminary budget assumes that 25% of those inspections will require reinspection, resulting in an additional 38 inspections. This results in an estimated total number of inspections to 190 (just under 3 inspections per week). As we do not know how inspections will be scheduled, we are assuming a minimum of 4 hours per inspection. This results in a total of approximately 760 hours of Building Inspector time over the course of the job.

In addition to an inspector's time, we anticipate having additional support time for our inspector from our Supervising Building Inspector. We have assumed approximately 76 hours (roughly 10% of the Building Inspectors' time) to conduct up to 19 site visits (at 4 hours per visit) during the course of the project.

In addition to the inspection time, we also anticipate time will be required to review and process deferred submittals, RFI's, change orders and administrative support.

Fire Inspections

Based on the schedule provided by the contractor, there will be 12 fire protection inspections that we will be present for along with representatives from the Fire Department. We have assumed that 25% of these will require reinspection (3 re-inspections). As these are typically longer inspections, we have assumed up to 8 hours per inspection (including travel time for one of our fire specialists). We also anticipate that there will be time spent on deferred submittals associated with the sprinklers and alarm.

It should be noted that for all building and fire inspections, our approach is that Coastland will only be providing inspections associated with typical building department inspections. Our services do not include quality control, fit or finish of the facility. We have assumed that those items will be covered by both Griffin Structures and the design team.

Public Works Inspections

During construction of the offsite improvements, Coastland will provide daily part-time field inspection to review all work within the public right-of-way items to ensure that the contract work adheres to the contract documents, City standards and the established schedule. We anticipate we will have to be onsite during certain times of the project (verification of subbase grades and compaction, concrete pours, paving, some of the utility connections, etc.), but the remainder of the time, we should be able to provide as-needed inspections during the day, as we will be inspecting other projects within the City and can schedule inspections for the Aquatic Center as needed during the day.

We will maintain daily documentation and resolve issues by proposing field changes to George Sanen to assist in avoiding any delays. We will let George Sanen know when geotechnical testing is needed (concrete pours, compaction testing for base rock and paving, etc.).

Coastland will participate in weekly coordination and progress meetings to focus on completed and upcoming work, any construction delays, schedule updates, proposed changes, change orders, contractor's questions, public relations and safety and other concerns. It is our understanding that Griffin Structures will handle all Construction Management duties associated with the project. We will provide Griffin Structures with our daily reports and work with them to resolve issues with the contractor.

Based on this understanding, we anticipate the level of effort during the 59 working days of construction of the offsite improvements to be 4-6 hours per day (on average), resulting in a maximum of 354 anticipated hours. As mentioned, the level of effort that we will spend on this project will depend on the efficiency of the contractor and the time expended on the various segments of work. If the contractor takes longer than anticipated, we reserve the right to amend our estimated hours.

Period of Performance

Performance under this proposal is expected to start in approximately May 2022.

Exclusions:

- Construction Management
- Site Safety (this is the Contractor's responsibility)
- Quality Control (fit and finish of the construction – this will be Griffin Structures' and the design team's responsibility)
- Special inspections (to be provided by Geo Con)
- Geotechnical services or inspections (to be provided by Geo Con)
- Offsite water inspections (EBMUD responsibility)
- Landscaping inspections

Exhibit "D-2"
ESTIMATED COST

The services shall be provided on a time-and-materials basis with a not-to-exceed overall budget amount of \$259,250 for the types of inspection services as follows:

Public Works Inspections: Our proposal is based on a project duration of 59 working days for public works inspections. We estimate that our inspector will spend 4-6 hours per day during construction. No overtime inspections have been included. If overtime work is required, it will be billed on an as-incurred basis.

Based on an overall estimate of 354 hrs. and based on our current hourly rate of \$160 per hour for a Public Works Inspector plus \$15/hour for vehicle time (this includes paying prevailing wage rates), our overall estimate for Public Works inspections is \$61,950. This is only an estimate and is based on the schedule provided by the contractor. Actual costs will be based on working days and efficiency of the contractor. If assumptions change, we reserve the right to modify this estimate.

Building Inspections: Our proposal is based on providing 190 site inspections by our Building Inspector and additional support services from our Supervising Building inspector, totaling 836 hours (this assumes 4 hour minimum per inspection.) Based on our current hourly rates, our proposed fee for inspections is \$127,300.

For the deferred submittal review and administrative support, we are estimating a budget of \$35,000. This brings the overall total estimate for building inspection services to \$162,300. This is only an estimate at this time. Actual costs will be based on working days and efficiency of the contractor. If assumptions change, we reserve the right to modify this estimate.

Fire Inspections: Our proposal is based on 15 total fire inspections at 8 hours for each inspection, for a total of 120 hours. Based on our current hourly rate of \$200/hour for our fire inspector specialist, our estimated budget for fire inspections is \$24,000. In addition to the inspections, for the deferred submittals and administrative support, we are estimating a budget of \$11,000. This brings the overall total estimate for fire inspection services to \$35,000. This is only an estimate at this time. Actual costs will be based on working days and efficiency of the contractor. If assumptions change, we reserve the right to modify this estimate.

In summary, the overall budget for both the Public Works Inspections, the Building Inspections and the Fire inspections, we are proposing the following:

Public Works Inspections:	\$ 61,950
Building Inspections:	\$162,300
Fire Inspections:	\$ 35,000
TOTAL	\$259,250

The amount quoted is assuming that all of the work for this project will fall under the scope of work as previously described. If additional work is necessary that falls outside of this scope of work, the parties can re-negotiate a new scope of work or provide these services on a time and materials basis per Consultant's Schedule of Hourly Rates. Payments to Consultant shall be made in accordance with the Contract to which this exhibit is attached.

