

City of Piedmont
COUNCIL AGENDA REPORT

DATE: March 18, 2024

TO: Mayor and Council

FROM: Rosanna Bayon Moore, City Administrator

SUBJECT: Consideration of a Third Amendment to the City's Agreement with Griffin Structures at an Amount Not to Exceed \$248,433, with an Amended Overall Budget of \$1,462,448, and consideration of a Second Amendment to the City's Agreement with ELS Architecture for the Piedmont Community Pool Project in an Amount Not to Exceed \$34,324.25 and an Amended Overall Budget of \$2,585,118.25.

RECOMMENDATION

By a single motion, take the following actions:

1. Approve the proposed amendment to the City's agreement with Griffin Structures for additional services for the Piedmont Community Pool Project, based on a time and materials basis, at an amount not to exceed \$248,433, and approve an amended overall budget for this agreement of \$1,462,448.
2. Approve the proposed second amendment to the City's agreement with ELS Architecture for additional design services for the Piedmont Community Pool Project, based on a time and materials basis, at an amount not to exceed \$34,324.25, and approve an amended overall budget for this agreement of \$2,585,118.25.
3. Authorize the City Administrator to execute project related documents.

BACKGROUND

On June 7, 2021, the City Council awarded an agreement to Griffin Structures in the amount of \$612,700 to provide oversight of the Piedmont Community Pool Project, from design development through construction, with a focus on keeping the Project on-schedule and on-budget. On August 15, 2022, Council awarded a first amendment to Griffin Structures in the amount of \$350,000 to assist in an expanded role during the time-intensive construction phase of the project and provide the City with continuous, full time project management assistance. On May 1, 2023, Council awarded a second amendment to Griffin Structures in the amount of \$251,315 to engage the services of GEOCON Consultants, Inc. (GEOCON) as a subconsultant for the provision of Geotechnical Observation and Testing, and Materials Testing services.

The third amendment to the Griffin Structures agreement consists of Added Service Requests 3 and 4 and includes additional hours for Griffin and GEOCON staff that are directly related to the delayed project completion date. The original completion date has been extended by six months and additional project management and construction support services are required to achieve project completion. As a way of offsetting the impact of this delay, ASR 3 assumes a reduction of hours for the duration of the services provided under this amendment.

On October 18, 2021, Council awarded an agreement to ELS Architecture to provide design services for the Piedmont Community Pool Project in the amount of \$2,475,554, which included a 5% contingency for unforeseen and out-of-scope items. Additionally, the original agreement was amended on July 18, 2022, in the amount of \$75,140 for a total authorization of \$2,550,694. This total authorization has now been expended.

The second ELS amendment is in the amount of \$34,324.25 and is required for the re-design of the approved permanent electric plans to relocate the PG&E transformer and service route to Magnolia Avenue. The design initially envisioned that PG&E transformer and point of connection to be installed on Bonita Avenue. Due to a variety of reasons, the location of the transformer has been moved to Magnolia Avenue. The additional services cover the effort required to complete the revised document revisions.

FISCAL IMPACT

The additional design and project management costs included in the proposed amendments have been budgeted for in the modified “Soft Cost” contingency that was approved by Council on December 18, 2023. Similarly to other direct project costs, the cost of the additional services in this amended agreement are eligible to be paid from voter approved Measure UU bonds.

CITY ATTORNEY REVIEW

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

By: Daniel Gonzales, Public Works Director

ATTACHMENTS

- A. Second Amendment to ELS Architecture Agreement
- B. Third Amendment to Griffin Structures Agreement

By: Daniel Gonzales, Public Works Director

SECOND AMENDMENT TO CONTRACT

This Second Amendment to Contract (“Amendment”) is made and entered into on this 18th day of March, 2024 (the “Effective Date”) by and between the City of Piedmont, a California municipal corporation (“City”), and ELS Architecture & Urban Design (“Independent Contractor”).

R E C I T A L S

A. City and Independent Contractor entered into a Contract, dated October 18, 2021 (as amended by the Amendment to Contract dated July 18, 2022, “Original Contract” and, together with this Amendment, “Contract”), under which Independent Contractor provides certain architectural, engineering, and other services to the City in connection with the City’s New Community Pool Project (“Project”).

B. The parties now wish to amend the Original Contract to add as Additional Services Request (“ASR”) – No. 8 the additional scope described in Exhibit A attached hereto and incorporated herein, and increase the NTE by \$34,324.25, as provided in Exhibit A.

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 ASR No. 8 as Additional Services under the Contract.
3. As provided in Exhibit A, the Not to Exceed compensation for the ASR No. 8 is \$34,324.25, bringing the total NTE under the Contract to \$2,585,118.25.
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

ELS ARCHITECTURAL & URBAN DESIGN

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



Memorandum

Date:	February 16, 2024	Project:	Piedmont Community Pool
To:	Daniel Gonzales Public Works Director City of Piedmont	Proj. No.:	202115
From:	Beckie Denio	Subject:	Request for Additional Service Fees – No. 8

The following is a summary of project scope items:

- A) Revision of location of PG&E transformer including revision of the package to PG&E for review. PG&E had originally directed the design team to avoid an installation along Magnolia, as they were concerned about a voltage drop over the distance from Magnolia to the project's electrical room, which is immediately adjacent to Bonita (near the Pavilion entrance). The design team then proposed the Bonita location and PG&E approved this location.

After further review by PG&E, following completion of the design team's documentation to locate the transformer on Bonita, PG&E reversed their approval of the location, as they did not fully understand how deep the utility cables would have to be installed, to allow the cable to enter the electrical room below grade. Based upon this information, the design team, in concert with the contractor, proposed reconsidering a transformer location along Magnolia. Per the contractor, the team was advised this was a far easier route, which saved on excavation and time, plus allowed the project to continue work on critical path items.

PG&E approved the magnolia location and the design team revised the documents to show the transformer at Magnolia. The additional services covers the effort that was required to complete these document revisions.



For the scope changes and required revisions noted above, following is a breakdown of our request for additional fees:

				Fees
ELS	Hours	Rate	Subtotal	
Beckie Denio	33.25	\$175	\$5,818.75	
Kim-Van Truong	2.5	\$215	\$537.50	
				\$6,356.25
Consultants				
Civil (including Joint Trench)	BKF			\$13,643.00
Landscape	SWA			\$2,800.00
Structural	Forell/Elsesser			\$2,525.00
MEP & Low Voltage	G&B			\$9,000.00
			TOTAL	\$34,324.25

If the City of Piedmont is agreeable to the above, please sign below and return a signed copy to our office. This memorandum will serve as an amendment to our agreement, which will increase our total contract dollar amount by **\$34,324.25 (Thirty-four Thousand Three Hundred Twenty Four and Twenty-five Cents)** to cover Additional Service items described above.

SUMMARY

Original Contract Sum	\$2,289,000.00
Additional Service #1, 2, 3, 4, 5 & 6 – Approved	\$177,622.50
Additional Service #7 – Pending	\$14,334.00
Additional Service #8 Request	\$34,324.25
Amended Contract Amount	\$2,515,280.75

Thank you in advance for your consideration. Should you have any questions, please do not hesitate in contacting me.



APPROVED

Daniel Gonzales
City of Piedmont

End of Additional Service Request No. 8

Revised November 22, 2023
October 09, 2023
BKF No. C20211422



Ms. Kim-Van Truong, Principal
ELS Architects
2040 Addison Street
Berkeley, CA 94704
Transmitted Via Email

Subject: Piedmont Rec Building Joint Trench Additional Service Request

Dear Kim:

We have prepared this additional service request that addresses work outside the limits of our current contractual scope of work for the Piedmont Aquatics Center project. Below are identified BKF additional scope of services and associated fee.

PROJECT UNDERSTANDING

The PG&E inspector flagged the secondary conduit run into the building and is requiring the design team to provide a new location for the transformer.

BKF has been coordinating with design team, contractor, and city for the new location of the transformer. The transformer location is proposed across the street from our project in front of the school. We received an additional service request from our sub consultant for additional design efforts and coordination with PG&E application process.

Additional Scope Items and Hours (PSD)

- See Power System Design ASR and scope of work and fee

III. Additional Scope Items and Hours (BKF)

Estimated hours in October 2023:

- Site visit to review USA paint markings for proposed transformer location (2 hours)
- Coordinate with Design team on a new Joint trench path to the building (6 hours)
- Review pothole information and provide 3 sections of the joint trench (12 hours)
- Assist our Joint trench consultant (PSD) with site information required by PG&E (2 hours)
- Site electrical and communication meetings (4 hours to date). We anticipate another (2 hours of meetings)
- Update permit plans for new bulletin (4 hours)
- Total estimated hours : 32 hours

Actual hours as of November:

Scope of work has been complete and below is the actual hours spent as of November 22, 2023. We have spent 30 hours of project engineer time, 6 hours of associate principal time and 1 hour of senior project management time for a total of 37 hours.

III. COMPENSATION:**1. BASE SCOPE OF WORK:**

BKF proposes to provide the services on a Time and Material basis with a Not to exceed budget:

Task	Description	Fee
1	PSD ASR (See Attached)	\$ 6,250
2	BKF Redesign and joint trench sections	\$7,393
Total Labor Fee		\$13,643

Please contact me at (925) 396-7723 if you have any questions regarding the additional services request.

Respectfully,

BKF Engineers



Steve Reynolds, PE
Senior Project Manager
Attachments: BKF 2023 Rates, PSD ASR



BKF ENGINEERS PROFESSIONAL SERVICES RATE SCHEDULE
EFFECTIVE JANUARY 1, 2023

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
PROJECT MANAGEMENT	
Principal/Vice President	\$288.00
Senior Associate Principal/Vice President	\$268.00
Associate Principal	\$260.00
Senior Project Manager Senior Technical Manager	\$253.00
Project Manager Technical Manager	\$247.00
Engineering Manager Surveying Manager Planning Manager	\$228.00
TECHNICAL STAFF	
Senior Project Engineer Senior Project Surveyor Senior Project Planner	\$212.00
Project Engineer Project Surveyor Project Planner	\$186.00
Design Engineer Staff Surveyor Staff Planner	\$162.00
BIM Specialist I, II, III	\$162.00 - \$186.00 - \$212.00
Technician I, II, III, IV	\$154.00 - \$164.00 - \$180.00 - \$194.00
Drafter I, II, III, IV	\$121.00 - \$133.00 - \$143.00 - \$159.00
Engineering Assistant Surveying Assistant Planning Assistant	\$101.00
FIELD SURVEYING	
Survey Party Chief	\$212.00
Instrument Person	\$182.00
Survey Chainperson	\$136.00
Utility Locator I, II, III, IV	\$110.00 - \$156.00 - \$187.00 - \$213.00
Apprentice I, II, III, IV	\$83.00 - \$112.00 - \$124.00 - \$132.00
CONSTRUCTION ADMINISTRATION	
Senior Consultant	\$277.00
Senior Construction Administrator	\$241.00
Resident Engineer	\$179.00
Field Engineer I, II, III	\$162.00 - \$186.00 - \$212.00
FUNDING & GRANT MANAGEMENT	
Director of Funding Strategies	\$198.00
Funding Strategies Manager	\$181.00
Funding/Research Analyst I, II, III, IV	\$124.00 - \$144.00 - \$153.00 - \$168.00
PROJECT ADMINISTRATION	
Project Coordinator	\$135.00
Senior Project Assistant	\$117.00
Project Assistant	\$103.00
Clerical Administrative Assistant	\$87.00

Expert witness rates are available upon request.

Subject to the terms of a services agreement:

- Charges for outside services, equipment, materials, and facilities not furnished directly by BKF Engineers will be billed as reimbursable expenses at cost plus 10%. Such charges may include, but shall not be limited to: printing and reproduction services; shipping, delivery, and courier charges; subconsultant fees and expenses; agency fees; insurance; transportation on public carriers; meals and lodging; and consumable materials.
- Allowable mileage will be charged at the prevailing IRS rate per mile.
- Monthly invoices are due within 30 days from invoice date. Interest will be charged at 1.5% per month on past due accounts.
- The rates shown are subject to periodic increases, including January 1st of each year.





November 22, 2023

BKF Engineers
Attn: Mr. John Lamon P.E.
4670 Willow Road, Suite 250
Pleasanton, CA 94588
Subject: CO#1 - Piedmont - Electric Revision - Relocate PG&E Transf., Piedmont, CA

Dear Mr. Lamon:

Per the latest request from the team & PG&E; the PG&E approved construction plans for permanent electric will need to be revised and resubmitted per the request of the team to relocate transformer and service route.

Power Systems Design Group (PSD) will collect data from the Team & PG&E and revise our PG&E electric construction drawings and job instructions to reflect the most recent information. This will include a redesign, PG&E submittal package, and plan check comment revisions. Deliverables will be the PG&E approved construction drawings and material list.

See attached schedule for tasks and anticipated hours.

Total (T&M Not to Exceed)

\$6,250.00

Thank you for considering PSD. We appreciate the opportunity to contribute to your efforts in providing safe, reliable and economical energy and other dry utility service to this valued project. If you have any questions or require any additional information or clarification, please contact me at 925.933.8485.

Very truly yours

Adam R. Vawter
CEO
Power Systems Design Group



FEE AND SCHEDULE
CO#1 - Piedmont - Electric Revision - Relocate PGE Transf., Piedmont, CA

Power Systems Design Group
 1853 Bonanza Street
 Walnut Creek, CA 94596
 Phone: 925-933-8485

Task	Description	T&M Hourly Fee (\$)	Quantity (hour)	Total	
CO#1 - Piedmont - Electric Revision					
I. Team Coordination	Coordination meetings with Arch, Civil, GC, LSA, etc.	250.00	2.00	500.00	
II. PG&E Coordination	Coordination emails and meetings with PG&E	250.00	2.00	500.00	
III. Re-Design	Re-Design Electric Construcion, JT Composite and Form B package	250.00	10.00	2,500.00	
IV. Re-Submittal to PG&E	Compile and Submit Package to PG&E RMC for review and comment	250.00	1.00	250.00	
V. Address PG&E Comments & Re-Submit	Address comments received and compile and Submit Package to PG&E RMC for review and comment	250.00	4.00	1,000.00	
VI. PG&E Governance / Track Pricing and Contract	Follow up with PG&E and track their internal processes	250.00	2.00	500.00	
VII. Construction Support	Meetings, Coordination and RFI Responses from GC and JT contractor	250.00	4.00	1,000.00	
Total T&M Design Fee			25.00	6,250.00	

SWA Sausalito

2200 Bridgeway
Sausalito, California
94965
+1.415.332.5100
www.swagroup.com

22 November 2023

Clarence Mamuyac, President/CEO
ELS ARCHITECTURE + URBAN DESIGN
2040 Addison Street
Berkeley, California 94704

John L Wong
R Joseph Runco
Marco Esposito
Hui-Li Lee
Chih-Wei Lin

Re: ASR Proposal for Piedmont Community Pool – Transformer Relocation
SWA Project ELSt103.D

Dear Clarence:

This letter is in response to your request for SWA Group to provide Additional Services on the subject project. The scope of these services relates to design changes associated with relocating the transformer and associated conduits.

These services will be billed to you under our job number ELSt103.D on an hourly basis under the terms and conditions of our contract with you dated 27 May 2022.

The fee for these services will not exceed \$2800 without further authorization, per the following estimated hours:

- Marco Esposito	1 hour @ 286 =	286
- Alison Ecker	13 hours @ 158 =	2054
- Chris Mitchell	2 hours @ 150 =	300
- Shaun Loomis	1 hour @ 148 =	148

We request your written approval of this authorization for Additional Services by signing and returning one copy of this letter for our files.

Sincerely yours
SWA GROUP



Joe Runco
Contracting Agent
Landscape Architect, CA License #4649
Landscape architects are licensed by the State of California.

Accepted: ELS ARCHITECTURE + URBAN DESIGN

By: _____

Title: _____

Date: _____

Kim-Van Truong

From: Allen Nudel <A.Nudel@forell.com>
Sent: Friday, October 13, 2023 12:45 PM
To: Kim-Van Truong
Cc: n.chaudhuri@forell.com; Beckie Denio
Subject: RE: Piedmont: Transformer relocation summary & Bulletin information

Categories: Piedmont

Hi Kim:

Here is our spent for this task, so this is our add service request:

Principal: 1 hour x \$250 = \$250

Engineer: 13 hours x \$175 = \$2,275

Total = \$2,525

Let me know if you have any questions.

Allen

Allen Nudel, SE, DBIA (he / him / his)
Principal | Director of Business Strategy
Notary Public

FORELL | ELSESSER

160 Pine Street 6th Floor
San Francisco CA 94111

C: 415 | 336 9108

P: 415 | 837 0700

D: 415 | 248 3019

E: a.nudel@forell.com

W: forell.com

From: Kim-Van Truong <ktruong@elsarch.com>
Sent: Thursday, October 12, 2023 10:11 PM
To: Nikhil Chaudhuri <N.Chaudhuri@forell.com>
Cc: Allen Nudel <A.Nudel@forell.com>
Subject: RE: Piedmont: Transformer relocation summary & Bulletin information

Hi Nikhil,

When you get a chance, can you let me know what fee to include for your effort on our additional service?

Thanks,
Kim

Kim-Van Truong AIA, LEED AP BD+C, Assoc. DBIA
Principal
Pronouns: she/her | elsarch.com
Berkeley | Los Angeles | Sacramento | San Diego

<jmoore@gb-eng.com>; aecker@swagroup.com; ghordoan@gb-eng.com

Cc: Aaron Vawter <aaron@powersystemsdesign.net>; Kim-Van Truong <ktruong@elsarch.com>; a.nudel@forell.com; FTuran@gb-eng.com; Paul Perry <pperry@gb-eng.com>; gsingh@gb-eng.com; sreynolds@bkf.com; Shaun Loomis <sloomis@swagroup.com>; mesposito@swagroup.com

Subject: Piedmont: Transformer relocation summary & Bulletin information

Thanks everyone who was in today's coordination meeting for the transformer relocation. Below summarizes the decisions made today. Also see the attached PDF. George and SWA, I can meet with you separately as needed to summarize what you need to do since you weren't in the meeting. **Because this has to go back through PG&E engineering review, this is on the critical path for the project. Please aim to finish the necessary revisions by end of next week on Friday, October 6. Drawing changes should be delta-ed #36 and we will call this Bulletin 14 Transformer in the title block.**

I will forward potholing information as it comes in. Attached is an email with the water line information I received after the meeting. We can set up another Zoom as needed to discuss the findings for those whose work is impacted.

Summary of Bulletin revisions:

- **BKF & PSD:** Shift transformer vault downhill from proposed location to provide more clearance to existing tree to allow sweeps to/from PG&E's primary to avoid existing tree roots to maximum extent possible. Relocate Communication vault. Share updated CAD to team.
- **BKF:**
 - Swap locations of proposed joint trench and low-voltage trench.
 - Confirm LV trench section w/ John and Adam. Locate Meet-Me box where there is more room for the vault to the building foundation. (I added the clear dimension to the attached PDF. Gave you to face of wall finish instead of SOG since the vault lid has to open.)
 - Change SD to trench drain and revise drains around bike footing area
- **John & SWA:** revise site plans for new vault locations. John show revised LV trench location and confirm quantity/size of conduit. Coordinate conduit w/ Nick.
- **Mark:**
 - update sheet E101. *(is the 3D view still necessary since the transformer is still above the finished floor elevation? Confirm w/ Adam.)*
 - confirm CLSM for secondary conduit where enters building. Coordinate w/ Nikhil.
- **Forell:** Revise column footing and grade beam at grids 7 and C.4.
 - **Mark & Forell:** Confirm CLSM allowable for PG&E conduit under footing.
- **George:** revise RWL POC at Trash/Organics room. Coordinate w/ Civil.
- **SWA:** Revise bike wall footing to lower it to match the as-built Bonita wall footing which is el. 293 the entire length. Coordinate rebar design with Nikhil. See notes on attached PDF.

Beckie Denio AIA, LEED-AP
Senior Associate

Pronouns: she/her | elsarch.com

Berkeley | Los Angeles | Sacramento
510.549.2929 ext. 308



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November 14, 2023

Kim-Van Truong
ELS Architecture
2040 Addison Street
Berkeley, CA 94704

**Subject: City of Piedmont, Aquatic Facility
AWA-003 Joint Trench Services**

Dear Kim,

We submit the following request for authorization of additional services on this project per the request of ELS Architecture on August 24, 2023.

Scope and Description of Additional Services

This additional services request is to provide joint trench services for power and low voltage conduits due to the relocation of the PG&E transformer from the currently designed location to across Magnolia Avenue at the front of the high school. This will require coordination with the architect, the civil engineer, the site dry-utilities engineer, and multiple contractors. Final drawings shall be produced.

Assumptions

Assumptions in the Master Agreement shall apply to this request for additional services.

Schedule

These services shall be completed in 2023.

Fees

Our services under this additional service authorization shall be a fixed lump sum of \$9,000 billed monthly on a percentage of completion basis with reimbursable expenses charged in excess of this amount.

Reimbursable Expenses

Reimbursables shall be per the Master Agreement.

Other Terms and Conditions

- A. The Terms and Conditions from the Master Agreement are incorporated into, and made a part of, this work authorization and any contract made between the parties relating to this work.

Kim-Van Truong, **ELS Architecture**
City of Piedmont Aquatic Facility
Joint Trench Services
November 14, 2023

Page 2 of 2

B. Payment shall be made in accordance with the terms of the Master Agreement.

Trusting this meets with your approval, please sign and return a copy to our office authorizing us to proceed. Work will begin upon receipt of your authorization.

We are committed to the successful completion of this project. We appreciate the opportunity to participate in this important project and look forward to discussing our services with you further.

If you have any questions, please feel free to call.

Very truly yours,

GUTTMANN & BLAEVOET



Mark Brown, PE
License No. E19513
Associate Principal

Authorized on behalf of ELS Architecture + Urban Design by:

Signature

Date

Print Name, Title

MB
P:\ELS-012 Piedmont Aquatics\Contract\AWAs\AWA-003 Joint Trench Services

GUTTMANN & BLAEVOET
CONSULTING ENGINEERS
(415) 655-4000

FEE PROPOSAL
WORK SHEET

PROJ: Piedmont Aquatic Center

CLIENT: ELS Architecture

DESC.: AWA-003 Joint Trench Services

PROJECT NO.: ELS-012

FILE NO.: 2023 TASK PLAN FEE WORKSHEET-[FILE NAME].xls

DATE: November 22, 2023

PREPARED BY: MB

BILLING RATES:

PRINCIPAL RATE \$315.00
ASSOC. PRINCIPAL RATE \$300.00
SENIOR ASSOC./ASSOC. RATE \$265.00
SENIOR ENGINEER RATE \$230.00
CAD LEAD RATE \$205.00
ENGINEER II RATE \$195.00
ENGINEER I RATE \$185.00
DESIGNER II RATE \$175.00
PROJECT COORDINATOR (admin) RATE \$115.00

ESCALATION:
0.0% PER YR, 0.0 YRS

PROJECT DURATION:
Design MONTHS
Construction MONTHS

ITEM NO	DESCRIPTION	PRINC HRS	PRINC HRS	ASSOC. HRS	SR. ENGR HRS	CAD LEAD HRS	ENGR II HRS	ENGR I HRS	DESR II HRS	ADMIN HRS	AMOUNT
1	Low Voltage										\$0
2	Meetings	2									\$630
3	Coordination with other consultants	2									\$630
4	Drawing production,					2					\$410
5	QA and project management,	2									\$630
6	Site visit to inspect rough-in,	2									\$630
7											\$0
8											\$0
9	Electrical										\$0
10	Meetings	4									\$1,260
11	Coordination with other consultants	6									\$1,890
12	Drawing production,					3					\$615
13	QA and project management,	2									\$630
14	Site visit to inspect rough-in,	2									\$630
15											\$0
GRAND TOTAL											\$9,148
COST INCL. OH											\$6,551
MARK-UP (\$)											\$2,597
MARK-UP (%)											28.4%
CONSTRUCTION COST											\$0
PERCENTAGE OF CONSTRUCTION COST											#DIV/0!

a 2023 Task Plan Fee Worksheet-ALL OFFICES_R1.xls

12/6/22

THIRD AMENDMENT TO CONTRACT

This Third Amendment to Contract (“Amendment”) is made and entered into on this 18th day of March, 2024 (the “Effective Date”) by and between the City of Piedmont, a California municipal corporation (“City”), and Griffin Structures Inc. (“Independent Contractor”).

R E C I T A L S

A. City and Independent Contractor entered into a Contract, dated June 7, 2021 (as amended by the Amendment to Contract dated August 15, 2022 and May 1, 2023, “Original Contract” and, together with these Amendments, “Contract”), under which Independent Contractor and its Subconsultant GEOCON provides certain project management, owner’s representative, augmented project management, construction support, geotechnical testing and observation and special inspection. and other services to the City in connection with the City’s Community Pool Project (“Project”).

B. The parties now wish to amend the Original Contract to add as Additional Services the additional scope described in Exhibit A attached hereto and incorporated herein, to approve additional workings hours, and increase the NTE by \$248,433 as provided in Exhibit A.

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 additional hours for Griffin Structures and GEOCON to provide additional Project Management, and Geotechnical Testing and Observation and Special Inspection Services as Additional Services under the Contract.
3. The City hereby consents to Independent Contractor engaging Subconsultant to perform the Geotechnical Testing and Observation and Special Inspection Services. City has requested Independent Contractor to contract with a geotechnical engineer (the “Consultant Contract”), and Independent Contractor has agreed to do so based on the City’s acknowledgement and agreement to the following: (1) the services provided by the geotechnical engineer will be performed by “design professionals” (as defined by Civil Code §2782.8) so that the indemnity obligation related to such services will be governed by Section 9.c. of the Contract, and (2) if City makes any claim arising out of or related to professional negligence based on the services provided by the geotechnical engineer, then Independent Contractor may assign the Consultant Contract to City, in which case City will directly assert its claim(s) against the geotechnical engineer and will not assert any claims (including indemnity or defense) against Independent Consultant relating to the services of the geotechnical consultant. City has reviewed and approved the terms of the Consultant Contract and will accept the assignment of the Consultant Contract from Independent Contractor.

4. As provided in Exhibit A, the Not to Exceed fees and reimbursable expenses for the additional Project Management and Geotechnical Testing and Observation and Special Inspection Services Scope are \$248,433, bringing the total NTE under the Contract to \$1,462,448.

5. Unless explicitly amended by this Amendment, all terms and provisions of the Contract shall remain in full force and effect.

[Signature Page Follows]

CONTRACTOR

GRIFFIN STRUCTURES INC.

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

Exhibit A - Scope of Services



ASR 03

GRIFFIN STRUCTURES FEE PROPOSAL

PIEDMONT COMMUNITY POOL PROJECT

CITY OF PIEDMONT

03/08/2024

This Add Service Request is based on all reasonable costs necessary to perform additional Project Management services for the Piedmont Community Pool Project. For these requisite services, Griffin Structures proposes the following Not to Exceed Fee:

Project Management:	\$	155,955
Reimbursable Expenses:	\$	4,045
Total	\$	160,000

All proposed hourly rates are fully burdened and include overhead, profit, taxes, and benefits. The hours identified for each individual employee and task are estimates only and are not to be construed as not to exceed hours for any individual task, phase, or time-period. **We reserve the right to reallocate hours between staff members and tasks to accomplish the overall objectives and requirements of the project.**

Services are based on the attached Fee Schedule, Resource Allocation Schedule, which provides detail on the allocation of hours. Any extension of the schedule or services may result in additional fee, in good faith negotiation with the City.

SCOPE ADJUSTMENTS

Due to delays in the project schedule related to unforeseen conditions (underground fuel tanks), delays in permitting and the start of construction, and excess rain delays, the project schedule has been extended significantly. The original construction schedule anticipated a completion date of August 2024. The new anticipated completion date is December 2024.

In an effort to bring value to the city and preserve its resources, this ASR assumes a reduced deployment from 172 hours per month (full time) to a part time deployment of 140 hours per month (4 days per week). This will allow the City to receive the benefit of consistent project management while also preserving City resources, resulting in an overall value add savings of \$55,000.

[illegible]



ASR 04

GRIFFIN STRUCTURES FEE PROPOSAL

PIEDMONT COMMUNITY POOL PROJECT CITY OF PIEDMONT

March 11, 2024

Mr. Daniel Gonzales
Director of Public Works
City of Piedmont

Re; Request for additional funds for GEOCON Engineering

Dear Daniel

The present is to request additional funds for Geocon Engineering to complete the Testing and Inspection services required for the Pool project

The amount requested to complete these services is \$110,000
\$100,000 of these will be for Geocon and \$10,000 for Griffin for management of their contract.

We currently have in the master budget \$21,567 dollars that can be applied to cover a portion of this request, the delta will be \$88,433 on the understanding that the \$21,567 will be shifted from the contingency fund to cover this ASR.

The original contract with Geocon was in the amount of \$218,535 dollars and as of the month of February they have utilized 99.7% of these funds (for additional information, please see the attached invoice table)

In the enclosed letter from Geocon you will find a descriptive explanation of the utilization of the contracted funds as well as the need to supplement these funds to complete the required Testing and Inspection services for the project.

We'll greatly appreciate your prompt approval of this request since there are currently no funds available to cover the costs that are being incurred by Geocon in the month of March

Please let us know if there are any questions or if additional information is required.

Respectfully


George Sanen
Project Executive



Project No. E9254-04-02
February 16, 2024

Griffin Structures
1850 Warburton Avenue, Suite 120
Santa Clara, California 95050

Attention: Mr. George Sanen

Subject: PIEDMONT COMMUNITY POOL
777 MAGNOLIA AVENUE
PIEDMONT, CALIFORNIA
REQUEST FOR CHANGE ORDER NO.1: ADDITIONAL SERVICES

Dear Mr. Sanen:

We have prepared this request for change order to accommodate additional services for the Piedmont Community Pool project. Our original proposal for the project included geotechnical testing and observation, materials testing, and special inspection services based on project information provided by ELS Architecture, Griffin Structures, and the baseline construction schedule provided by Wickman Development. We have since provided, and continue to provide, those services on an on-call basis when requested by your project representatives or the general contractor. However, our services are approaching our originally authorized contract amount.

The following items were not included as part of our original scope and estimate, but were previously authorized by Griffin Structures:

- Environmental sampling, laboratory testing, reporting, and consultation.
 - Total associated costs: \$19,980
- Shotcrete nozzleman certification inspections and coring of shotcrete panels for nozzleman certification and test specimen preparation.
 - Total associated costs: \$6,040

In addition, our original estimate included ten days of offsite welding inspections at the fabrication shop for a total of 120 hours. We have since performed shop welding inspections as requested to meet project needs including covering two extended shifts per day for several weeks. To date, we have performed 67 offsite welding inspection visits for a total of 617 hours. The total associated costs beyond our original estimate for the shop welding inspections is approximately \$57,500. Onsite welding inspections for the structural-steel framing of the building is ongoing, but we have already exceeded our originally-estimated 15 visits.

The items listed above are the primary factors driving Geocon reaching our originally authorized budget earlier than anticipated. Our services related to other project components such as mass grading, shoring, utilities, and foundation construction are generally tracking with our original estimates. As of the date of this correspondence, a significant amount of the project construction remains including: construction of the pool, pool deck, and pool storage enclosure; the aquatics building structural steel (ongoing), metal decking, elevated slabs, cold framed steel, masonry (ongoing), and site improvements such as walks and stairs.

We have endeavored to limit our fees to date for this project. We have utilized multi-disciplined field technicians capable of performing several inspections in a single visit (i.e. soils compaction testing and concrete sampling and testing) whenever possible. We did not charge travel time to and from the fabrication shop located in Oroville, nor did we charge overtime rates for our inspectors when onsite time exceeded 8 hours.

We are requesting a \$100,000 change order to accommodate the on-going services discussed herein. If you are in

agreement, please execute the attached Change Order Agreement and return to us or forward the appropriate contract documents for our review and execution.

Please contact us if you have any questions regarding this request for change order or if we may be of further service.

Sincerely,

GEOCON CONSULTANTS, INC.



Jacob Bishop-Moser, PE
Project Engineer



Shane Rodacker, GE
Vice President

(1/e-mail) Addressee

Attachment: Request for Change Order No. 1



CHANGE ORDER AGREEMENT FOR PROFESSIONAL SERVICES

PROJECT: <u>Piedmont Community Pool T&I</u>	
ORIGINAL PROPOSAL NO.: <u>LE-23-014</u>	GEOCON PROJECT NO.: <u>E9254-04-02</u>
ORIGINAL PROPOSAL DATE: <u>February 9, 2023</u>	
CLIENT: <u>Griffin Structures</u>	DATE: <u>February 14, 2024</u>
<u>1850 Warburton Avenue, Suite 120</u>	
<u>Santa Clara, California 95050</u>	
ATTENTION: <u>Mr. George Sanen</u>	CHANGE ORDER NO.: <u>1</u>

DESCRIPTION:

The Client hereby authorizes Geocon Consultants, Inc. to amend the original Proposal (the "Contract") as outlined below. All other terms and conditions specified in the original contract shall remain in full force and effect.

SUMMARY

ORIGINAL CONTRACT AMOUNT:	\$ <u>218,535.00</u>
PREVIOUS (AUTHORIZED) CHANGE ORDER NO.: _____	\$ _____
THIS CHANGE ORDER NO.: <u>1</u>	\$ <u>100,000.00</u>
REVISED CONTRACT AMOUNT:	\$ <u>318,535.00</u>

APPROVED BY: Geocon Consultants, Inc.

APPROVED BY: Griffin Structures

By:

By:

Shane Rodacker, GE

(authorized agent)

Title: Vice President

Title: _____

Date: February 16, 2023

Date: _____

Please sign and return the original signature page to Geocon Consultants, Inc. and keep a copy for your records.