

City of Piedmont  
COUNCIL AGENDA REPORT

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DATE: September 18, 2023

TO: Mayor and Council

FROM: Rosanna Bayon Moore, City Administrator

SUBJECT: Consideration of an Amendment to the City's Agreement with COAR Design Group for Civil Engineering Design Services for the Dispatch Center Remodel Project and Approval of an Amended Overall Budget for the Contract

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RECOMMENDATION

By a single motion, take the following actions with regard to the proposed amendment to the City's agreement with COAR Design Group for Civil Engineering Design Services for the Dispatch Center Remodel Project:

1. Approve the proposed First Amendment to the City's agreement with COAR Design Group for Civil Engineering Design Services for the Dispatch Center Remodel Project, reflecting a \$41,500 increase to the originally approved budget of \$296,555, bringing the total overall budget to \$338,055.00.
2. Authorize the City Administrator to spend up to the amended amount of \$338,055.00.

BACKGROUND

On September 6, 2022, Council awarded an agreement to COAR Design Group (COAR) to provide Architecture and Engineering Design Services for the Piedmont Dispatch Center Project. The approved Scope of Work in that agreement focused on the interior of the existing Police Department Building and the existing Emergency Operations Center (EOC) but did not include survey or professional design services for improvements on the exterior of these existing structures. Design has progressed as schedule and COAR has provided an initial submittal to the City for review and plan check. During this review, items have been identified that necessitate work to be performed in the exterior areas. These items include the following:

- Exterior topographic survey
- Design services to accommodate Americans with Disabilities Act (ADA) compliance for entering the newly remodeled building entrance
- Design services for Fire Code compliance to ensure emergency egress from a secured second exit from the proposed dispatch center

- Design services to install the proposed emergency back-up generator and electrical panel outside of the existing Police Department fence line in a manner that minimizes the impact on existing operations

All of these items have been identified by staff as necessary for code compliance and as critical for maintaining operational efficiency.

#### FISCAL CONSIDERATIONS

The not to exceed fee for this amendment for COAR Design Group is \$41,500, for a total not to exceed contract amount of \$338,055. The total project budget of \$3,881,000 originally included a \$30,000 design contingency, and that total project budget remains unchanged at this time. An updated, total project budget will be provided to Council prior to the release of bid documents. Funding for this project has been allocated in the Capital Improvement Program (Project Number FAC004) and will be funded from a combination of American Rescue Plan Act (ARPA) Funds and General Funds.

#### CITY ATTORNEY REVIEW

The City Attorney has reviewed the staff report and contract amendment.

#### ATTACHMENTS

1. Amendment with COAR Design Group
2. Original Agreement with COAR Design Group

By: Daniel Gonzales, Public Works Director

## **FIRST AMENDMENT TO CONTRACT**

This First Amendment to Contract (“Amendment”) is made and entered into on September 18, 2023 (the “Effective Date”) by and between the City of Piedmont, a California municipal corporation (“City”), and COAR Design Group. (“Independent Contractor”).

### **R E C I T A L S**

A. City and Independent Contractor entered into a Contract, dated September 6, 2022 (“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 Dispatch Center Remodel Project (“Project”).

B. The parties now wish to amend the Original Contract to add additional services to the scope of work, as described in Exhibit A attached hereto and incorporated herein, and to increase the total not-to-exceed (“NTE”) amount by \$41,500.00, reflecting a total contract amount of \$338,055.00.

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 parties agree to add additional Services to the Original Contract, described in Exhibit A to this First Amendment, attached hereto and incorporated herein, which additional Services shall be incorporated in Section 3 of the Original Contract.
3. Section 4 of the Original Contract shall be revised to read as follows: “City will pay Independent Contractor on a time and material basis a not-to-exceed fee of \$338,055.00 for the Services described in Section 3 above. City shall issue payment within 30 days of the satisfactory completion of the Services described in Section 3 above.”
4. Unless explicitly amended by this Amendment, all terms and provisions of the Contract shall remain in full force and effect.

*[Signature Page Follows]*

**CONSULTANT**

COAR DESIGN GROUP

By: \_\_\_\_\_  
[Title]

**CITY**

CITY OF PIEDMONT, a California municipal corporation

By: \_\_\_\_\_  
Jennifer Cavanaugh, Mayor

ATTEST:

\_\_\_\_\_  
Sheri Hartz, Interim City Clerk

APPROVED AS TO FORM:

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



July 26, 2023

Jeremy Bowers, Police Chief  
**City of Piedmont**  
120 Vista Avenue  
Piedmont, CA 94611

**RE: Architectural Services – Piedmont Police and Fire Dispatch Center  
Add Civil Scope Proposal**

Dear Chief Bowers,

In accordance with your request, I am pleased to offer this add services proposal to provide civil engineering services for the proposed modifications to the Dispatch Center. These engineering services were not included in our original scope of work based on the assumption that the improvements were not anticipated to expand the building footprint. Given the relocation of the generator and electrical switchgear, as well as the required exterior accessibility improvements, we now need to engage our civil engineer to complete this work. Scope includes additional architectural coordination and detailing to support these improvements as well.

We are proposing to offer the following scope of services for the project:

1. Research/Record Plan Review
2. Base Map Preparation
3. Determine topographic survey needs and provide supplemental topographic survey for the specific areas of work. At this time we are not proposing to survey the entire site but limited to the areas noted on the attachment.
4. Schematic Grading and Drainage/Improvement Plan (entire scope of work)
5. Design Development
  - a. Grading and Drainage/Improvement Plans
  - b. Retaining Wall Design
6. Construction Documents/Permitting
  - a. Technical Specifications
  - b. Meetings and Coordination
  - c. Comment Review/Responses

Piedmont Police and Fire Dispatch Center Add Civil Scope Proposal  
July 26, 2023  
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- d. Building Dept Plan Set
  - i. General Civil Notes
  - ii. Details, Site Sections, Typical Sections
  - iii. Existing Conditions Plan / Demolition Plan
  - iv. Grading and Drainage Plan
  - v. Erosion Control Plans
  - vi. Horizontal and Vertical Control
- 7. Construction Administration
  - a. Bidding Support
  - b. Construction Support
  - c. Record/As Built Plans

### **ADDITIONAL SERVICES TO BE PROVIDED ON AN HOURLY BASIS**

The following items are not included in the current Basic Services, and will be provided as additional services only after written authorization is received. Unless a subsequent fixed fee proposal is provided, the work will be done on an hourly basis per the Hourly Rates.

Additional Services not included in our basic scope of work include:

- 1. Off-site Improvements, Work/Design in Public-Right-of-Way
- 2. Grading Permit or separate Civil Plan Package separate from Building Department submittal
- 3. Storm Water Control Plan (new or replaced impervious area less than
- 4. 2,500-sf).
- 5. New utility services (including fire sprinkler main). All existing water, sewer and storm drain infrastructure is assumed to be adequate.
- 6. Traffic studies and traffic engineering.
- 7. Preparation of Boundary Surveys, ALTA Surveys, Title Reports, Deeds, Plats or Easement documents, construction staking or other documents in conjunction with the project site or Right-Of-Way.

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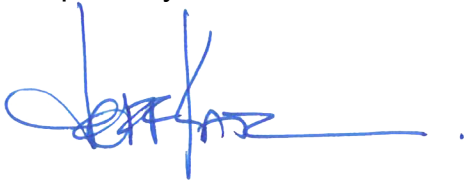
We propose to provide the stated additional services for a fixed fee broken down as noted below.

|                                       |                     |
|---------------------------------------|---------------------|
| Topographic Survey                    | \$ 7,000.00         |
| Schematic Design/CUP Permitting Phase | \$ 7,500.00         |
| Design Development Phase              | \$ 10,000.00        |
| Construction Documents Phase          | \$ 12,000.00        |
| Construction Administration Phase     | \$ 5,000.00         |
| <u>Total</u>                          | <u>\$ 41,500.00</u> |

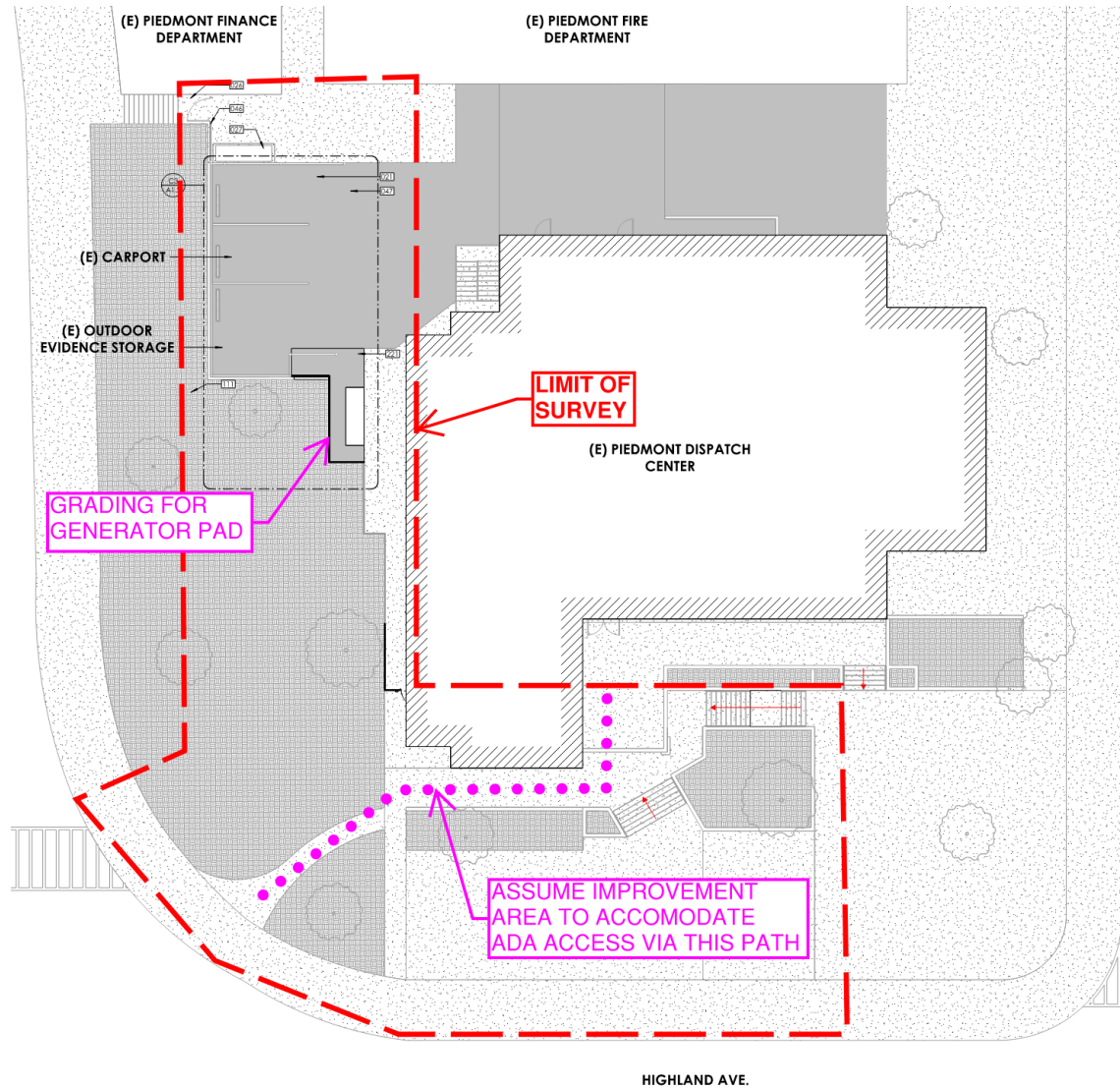
From Notice to Proceed we anticipate topo taking 3 weeks to get scheduled and another 2-4 weeks for delivery before we can start the design work, so getting authorization quickly is important to maintaining the schedule for the project.

We appreciate the opportunity to present this proposal. Please advise if we are authorized to proceed with this work. If you have any questions regarding this scope of work please do not hesitate to contact me at (619) 504-0984.

Respectfully,



Jeff Katz, AIA  
Principal

**EXHIBIT A1 - LIMIT OF WORK**



**July 25, 2023**

JEFF KATZ, AIA

PRINCIPAL

**COAR DESIGN GROUP**

9640 Granite Ridge Dr, Suite 130

San Diego, CA 92123

**Subject:        Proposal for Professional Engineering Services**  
**PIEDMONT DISPATCH CENTER MODERNIZATION**

Dear Jeff:

DELANE ENGINEERING is pleased to provide this proposal for completing the Professional Engineering Services for the modernization of the Piedmont Dispatch Center. This proposal includes the services related to limited improvements, consisting of ADA path from main entrance to public ROW and new generator pad.

Enclosed are our proposed Scope of Services, Exhibit "A", and Compensation, Exhibit "B". If this proposal is acceptable, please initial each sheet and sign the provided contract.

Sincerely,

A handwritten signature in black ink, appearing to read "John Prince", is written over a horizontal line.

**John Prince, PE, QSD**

**Project Manager**

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4909 Murphy Canyon Road, STE 330, San Diego, CA 92123 | P. 619.535.0602 | F. 866.579.6415  
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## **EXHIBIT “A”**

### **SCOPE OF SERVICES**

DELANE ENGINEERING, INC. (“Consultant” or “DELANE”) agrees to perform the following Scope of Services for the above-mentioned project. In performing its services hereunder, Consultant has received information prepared or compiled by others, the accuracy and completeness of which Consultant is entitled to rely upon without independent evaluation or verification.

#### **1. Schematic Design**

- a. Topographic Survey (limited, per Exhibit A1)
- b. Record Plan Review
- c. Base Map Preparation
- d. Schematic Improvement Plan (sketch on Arch Site Plan)
  - i. Limited to ADA path from main entrance to public ROW and grading for generator pad
- e. Meetings and Coordination (virtual/email/phone only)
- f. Comment Review/Responses

#### **2. Design Development**

- a. Preliminary Improvement Plan
  - i. Limited to ADA path from main entrance to public ROW and grading for generator pad
- b. Meetings and Coordination (virtual/email/phone only)
- c. Comment Review/Responses

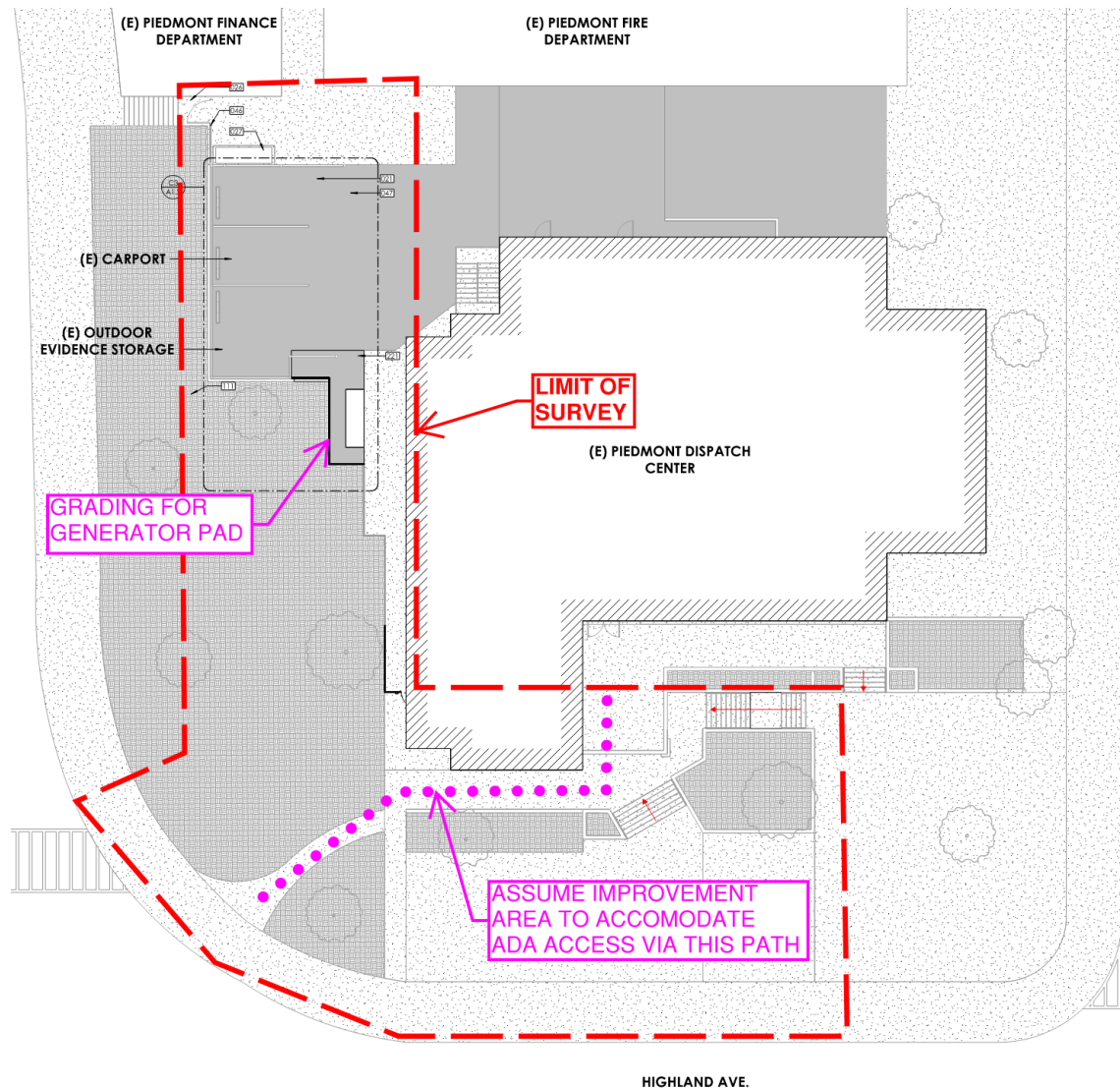
#### **3. Construction Documents/Permitting**

- a. Technical Specifications (CSI 6-digit/Greenbook)
- b. Meetings and Coordination (virtual/email/phone only)
- c. Comment Review/Responses
- d. Building Dept Plan Set (package/processing by others)
  - i. General Civil Notes
  - ii. Details, Typical Sections
  - iii. Improvement Plan
    - 1. Limited to ADA path from main entrance to public ROW and grading for generator pad
  - iv. Horizontal and Vertical Control

#### **4. Construction Administration**

- a. Bidding Support
- b. Construction Support
- c. Record Plans (excludes field verification)  
Excludes in-person site visits or meetings

Client Initials \_\_\_\_\_

**EXHIBIT A1 - LIMIT OF WORK****EXCLUSIONS**

Consulting services relating to any of the following tasks may be completed by Consultant if negotiated under a separate contract for an additional fee; but are presently specifically excluded from this Agreement:

1. Work beyond anticipated limits of work identified in Exhibit "A1".
2. **Site Visit (we will rely upon information from topographic survey and photos provided by surveyor and client)**
3. **Boundary Mapping (property lines to be approximated from APN maps)**
4. Discretionary Permit, Use Permit
5. Grading Permit or separate Civil Plan Package (all plans to be used by Architect in building permit package)
6. Right-of-Way Permit
7. Permit Processing
8. Phased Plans
9. Existing Utility Locating, Markout, or Potholing. Recommendations may be provided for consideration by the builder and owner. Note that additional investigative information obtained during the permit process may cause for redesign and is

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**PIEDMONT DISPATCH CENTER MODERNIZATION**

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- dependent of when the information is received. Management of the process and data collection surveys can be provided by an additional fee.
10. PDP Storm Water Quality Management Plan (SWQMP) (impervious area less than 5,000-sf or exempt/ADA), Structural BMP Design.
  11. Storm Water Quality Management (“treatment” for entire property (assumed project does not trigger “50% rule”)
  12. Storm Water Reuse/pump design
  13. Analysis or BMP Design for Public Improvements
  14. Drainage Study, Design for Detention Basins
  15. Hydromodification (assumed exempt)
  16. Channel Susceptibility Assessment
  17. Storm Water Pollution Control Plan (SWPPP) or NOI (disturbance less than one-acre)
  18. Water Pollution Control Plan (WPCP)
  19. QSP/QSD Services during construction
  20. Off-site Improvements, Work/Design in Public-Right-of-Way
  21. Study or design of offsite storm drain alignments are excluded
  22. Street Light Plans
  23. Separate Street Plans
  24. Signing and Striping Plans
  25. Demolition Plans
  26. Cost Estimates
  27. CASp Report. Detailed Site Investigation identifying Accessibility Deficiencies.
  28. Site Plan/Site Plan Development/Parking Lot Design – to be provide by Client/Architect
  29. Determination of ADA Path of Travel
  30. On-site signing and striping plans
  31. Fence, Gate, Perimeter, and/or Retaining Wall Design
  32. Landscape and Irrigation Design
  33. Pedestrian pavement specialty detailing (joint/score patterns, color, material, horizontal control, as assumed to be provided by landscape architect)
  34. Structural Engineering and Retaining Wall Profiles excluded. It is assumed that the building structural engineer will perform any structural calculations and details needed for the site, including retaining wall subdrains.
  35. Alternatives analyses
  36. Design Development Plans or Studies
  37. Design development ends at the end of the DD phase. Comments from the DD phase will be incorporated into the production of the grading and building permit sets. Any significant changes to the architects site plan or program, including Value Engineering, may require redesign for additional fee.
  38. Design for Utility Relocations
  39. Proposed water, fire, or sewer design
  40. Redesign associated with Existing Utilities in Conflict with Proposed Improvements
  41. Dry Utility Consultation
  42. Coordination or permitting with SDG&E is excluded. Relocations needed will be identified for the contractor to coordinate with the proper utility companies. Power for traffic signals or lights to be provide by others.
  43. Fire Access Site Plan
  44. Fire Flow Test
  45. Fire Sprinkler Design, building sprinkler demand and hydraulic calculations from main to building (to be provided by Fire Protection Engineer)
  46. Separate Underground Fire Service Plans
  47. Preparation of a Sewer and Water Study (and hydraulic calculations).
  48. New utility services (all assumed to be of adequate capacity)
  49. Utility Capacity Analysis/Hydraulic Analysis
  50. Sewer or storm drain lift stations
  51. Environmental Initial Study and Reports
  52. Geotechnical Studies and Reports, Infiltration Testing
  53. Noise Study
  54. Vehicle Turning Analysis
  55. Traffic Study
  56. Traffic Control Plans
  57. Regulatory Approvals and Permit Fees
  58. Paying of fees, pulling permits, or scheduling inspections as required by permitting agencies
  59. Collection or Review of Title Report or Title Company Fees
  60. ALTA Survey
  61. Construction Staking
  62. Legal Descriptions & Exhibits
  63. Monumentation or preservation
  64. Post-construction inspection, re-setting destroyed monuments, filing of Corner Record, etc.
  65. Right-of-Way Acquisition Exhibits, Mapping and Processing
  66. Construction Administration or Construction Support
  67. As-Built Plans or Record Drawings
  68. Import/Export Haul Route

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- 69. Governmental or Map Check Fees
- 70. Any other item not specifically included in the preceding Scope of Services.

**CLIENT PROVIDED INFORMATION**

The following is required before work can begin:

- 1. Client shall provide a current Title Report
- 2. **Client shall provide available record documents/as-builts**
- 3. Client shall provide a current soils report with recommendations for site.
- 4. Client shall provide previous project plans and files (CAD)
- 5. Client shall provide a site plan at least one week prior to submittal

**CLIENT RESPONSIBILITIES**

In performing its services, DELANE ENGINEERING has or will have received information prepared or compiled by others, the accuracy and completeness of which DELANE ENGINEERING is entitled to rely upon without independent evaluation or verifications. The following are the client responsibilities:

- 1. Client shall provide access to the Site.
- 2. Client shall provide any and all indemnification, abatement, disposal, or other actions required by local, state, or federal law regarding hazardous materials.
- 3. Client shall pay all governmental fees and costs.
- 4. Client (or contractor) to pay permit fees, pull permits, schedule inspections as required by permitting agencies
- 5. Client will require that any construction contractors will indemnify DELANE ENGINEERING from any and all losses, damages, claims, expenses, including attorney's fees, and costs arising out of the contractor's work, excepting losses, damages, claims, expenses including attorney's fees, which are caused by the negligence or willful misconduct of DELANE ENGINEERING in performing its services. In addition, Client will have DELANE ENGINEERING added as an additional insured under contractor's comprehensive general liability, and builder's risk insurance coverage is required by the Client.

**ADDITIONAL SERVICES**

Services, which are not specifically identified herein as services to be performed by DELANE ENGINEERING or its consultants are considered "Additional Services" for purposes of this Agreement. Client may request that DELANE ENGINEERING perform services, which are Additional Services; however, DELANE ENGINEERING is not obligated to perform such Additional Services unless an amendment to this Agreement has been fully executed setting forth the scope, schedule and fee for such Additional Services. In the event DELANE ENGINEERING performs Additional Services before receipt of such executed amendment, Client acknowledges its obligation to pay for such services at DELANE ENGINEERING's standard rates, within 30 days of receipt of DELANE ENGINEERING's invoice.

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## EXHIBIT “B”

### COMPENSATION

We anticipate receiving a Notice to Proceed within one month of the date of this proposal and anticipate contract duration of 6 months. The fees proposed herein shall be valid for a period of 90 calendar days from the date of this Agreement. Client agrees to compensate Consultant for such services, monthly on a percentage of completion basis, plus reimbursable expenses, due 30 days net. Monthly billings will be made and will be based upon the estimated percentage of completion of each item of work as the billing closing date, as follows:

| <u>TASK</u> | <u>DESCRIPTION</u>          | <u>FEE</u>      |
|-------------|-----------------------------|-----------------|
| TASK 1      | SCHEMATIC DESIGN            | \$15,000        |
| TASK 2      | DESIGN DEVELOPMENT          | \$4,500         |
| TASK 3      | CONSTRUCTION DOCUMENTS      | \$8,500         |
| TASK 4      | CONSTRUCTION ADMINISTRATION | \$3,500         |
|             | <b>TOTAL:</b>               | <b>\$31,500</b> |
|             | Reimbursable Expenses       | \$0             |

#### Tasks not Required

Work Tasks included herein which end up not being needed will not be invoiced. Work Tasks shown herein which are not completed will be invoiced only for the percentage of work actually performed.

#### Estimated Hours

Tasks noted as “(T&M)” are based on estimated hours. In the event additional time is required to perform the tasks set forth in the Scope of Services, such increase will require written authorization from the Client. The Consultant is not required to render services without such written authorization and will not be responsible for any delays or liability resulting from consultant ceasing its services until additional fee is authorized.

#### Lump Sum Fixed Fee Tasks

Tasks are lump sum fixed fee unless otherwise noted. The fixed fee or not to exceed proposal amounts included herein are based upon generally accepted industry standards of the estimated hours and the level of efforts that would be reasonably expected or anticipated for this type of project and considering the existing local agency standards and requirements. In the event additional time is necessary to perform the tasks set forth in the Scope of Services included herein because of unforeseen conditions (e.g. changes in site conditions, changes in regulatory requirements, change in limits of work, etc.), Consultant shall stop work and notify Client immediately. Client and Consultant shall agree upon the amount of the additional authorization necessary in writing prior to continuing the work and Consultant shall not be responsible for any delays or liability resulting from Consultant ceasing its services until additional authorization is received. Offsite improvement verification, master plan deficiencies, and alternative analysis approaches will be reviewed with Client and a revised scope of work and fee proposal will be prepared for Client

Client Initials \_\_\_\_\_

July 25, 2023

PIEDMONT DISPATCH CENTER MODERNIZATION

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review. In the event additional time is required to perform the tasks set forth in the Scope of Services, such increase will require written authorization from the Client. The Consultant is not required to render services without such written authorization and will not be responsible for any delays or liability resulting from consultant ceasing its services until additional fee is authorized.

Payment Provisions

Progress billings will be forwarded to Client on a monthly basis. These billings will include the fees earned for the billing period, plus all direct costs plus a 10% handling fee for costs advanced by Consultant. Client shall make every reasonable effort to review invoices within fifteen (15) working days from the date of receipt of the invoices and notify Consultant in writing of any particular item that is alleged to be incorrect.

Blueprinting, reproduction, messenger service and other direct expenses will be charged as additional costs plus a ten percent (10%) handling fee. A Sub consultant Management Fee of ten percent (10%) will be added to the direct cost of all sub consultant services to provide for the costs of administration, sub consultant consultation, and insurance.

The fees for the services herein shall apply until one year after the date of this Contract. Due to ever-changing costs, Consultant will increase those portions of the contract fee for which work must still be completed after the above timeframes, by no more than ten percent (10%).

Interest Clause

Payment for services is due upon receipt of the Consultant invoices. Past due invoices will be charged an additional 1½ % per month on past due amounts outstanding longer than 60 days.

Reimbursables

Reimbursable expenses will be billed separately from the task fees for this project. This money will be used for blueprinting, photocopying, miscellaneous document purchases, and mileage. Photo processes/photomylars, bond plots, and base sheets are considered reimbursable items and are not included in the fixed fee plan preparation portions of this agreement.

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## CONTRACT

This Contract made \_\_\_\_\_ ("Effective Date"), between the City of Piedmont, California, a municipal corporation, 120 Vista Avenue, Piedmont, California 94611, ("City") and COAR Design Group, an ("Independent Contractor").

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

3. Services

Independent Contractor shall provide the services as set forth in Exhibit A attached hereto and incorporated herein

4. Compensation

- a. City will pay the Independent Contractor on a time and materials basis a not to exceed fee of: \$296,555 dollars for the services described in Section 3 above. City shall issue payment within 30 days of the satisfactory completion of the services described in Section 3 above.

5. Term

This contract shall begin on the Effective Date. Unless otherwise terminated as provided in this Contract, this Contract shall terminate three years from the Effective Date.

6. Contractual Relationship

The parties intend that an independent contractor-employer 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. 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 attorneys 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, Consultant 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 Consultant, 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 Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 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

Independent Contractor shall not assign, delegate, or transfer any interest in this agreement nor the performance of any Independent Contractor's obligations hereunder, without the prior written consent of the City.

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, via facsimile and concurrently by prepaid U.S. certified or registered postage addressed to City at 120 Vista Avenue, Piedmont, California 94611, and to Independent Contractor at 200 E Street, Santa Rosa, CA 95404, or at such other address as each party shall give the other in writing from time to time, and notices shall be deemed received at the time of personal delivery or three (3) working days after being placed in the United States Mail, postage prepaid, certified mail, return receipt requested.

12. Governing Law

This Contract shall be governed by the laws of the State of California. Jurisdiction and venue of litigation arising from this Agreement 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 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 the terminating party is the City.
- b. Either party may terminate the Contract at any time without cause upon at least sixty (60) days prior written notice to the other party. 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. If terminated by Independent Contractor, any assignment accepted by Independent Contractor prior to the notice of termination shall be completed if desired 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. 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 Agreement 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.

19. 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 Agreement, 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 upon written consent of City.

20. 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 Agreement, any licenses, permits, insurance and approvals which are legally required of Independent Contractor to practice its profession.

21. Waiver

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

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

CITY OF PIEDMONT:

COAR Design Group:

By: \_\_\_\_\_  
Theadora Gray King, Mayor

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

Attest:

---

John O. Tulloch, City Clerk

Approved as to form and legality:

---

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



August 16, 2022

Jeremy Bowers, Police Chief  
**City of Piedmont**  
120 Vista Avenue  
Piedmont, CA 94611

**RE: Architectural Services – Piedmont Police and Fire Dispatch Center  
Proposal, revised 080522**

Dear Chief Bowers,

In accordance with your request, I am pleased to offer this revised proposal for the design and construction support services for the proposed relocation of the existing Dispatch facilities into what is currently serving as the City Emergency Operations Center. This proposal includes the work of our subject matter expert on Emergency Dispatch systems and equipment. These additional services will be provided by DNI (Definitive Networks, Inc.) as a sub-consultant to COAR Design Group. This proposal is based on the scope of services that we believe is necessary to successfully complete this project. If there are scope items that are not included, or that are not necessary, we would be pleased to adjust the scope and fee to meet your needs.

The scope for the project is as follows:

Project includes modifications to the existing EOC/Conference room space located at the southeast corner of the existing Police facility. The modifications will include a potential addition out to the east off the existing lobby to create a new lobby space, as well as all required modifications of the EOC space to facilitate the move of all required Dispatch Equipment. As part of this modification, access to secure restrooms/breakroom and other areas within the Police Station will be required. Work will also include relocation of required electrical service and communications/data service into the area of modification. Work will also include improvements to the current Dispatch space once all equipment has been moved, to create additional useable space for PD functions.

Schematic design work on the project will include exploring multiple options for the scope of improvements, including upgrades to current standard code compliance, as well as upgrades to meet Essential Service Requirements. It is anticipated that compliance with Essential Service Requirements will not be

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possible or practical, so the balance of this proposal (DD/CD/CA) is based on standard code compliance upgrades. Should the City determine full compliance with Essential Service Requirements is desired/required an additional services proposal can be provided at that time.

It is anticipated that the budget for the project will be \$2.3M. A cost estimate will be provided as part of the concept design effort to insure that the project can be constructed within the available funding. If additional funding is not available some project scope reductions may be required.

We are proposing to offer the following scope of services for each project:

**SCHEMATIC DESIGN PHASE (TASKS 1-5)**

1. Kick-off meeting with key project personnel and stakeholders to establish objectives, discuss budget, program and design issues.
2. Meet with City Building Department to review all requirements including accessibility issues and approval process. It is assumed that no Discretionary Design Review will be required.
3. Perform code analysis on the area of improvements and impacts to overall building/site.
4. Develop Preliminary Building Floor Plans and Building Elevations for the existing building modifications. Development of two design options is anticipated – one for compliance with Essential Service Requirements and one for standard code compliance.
5. Develop preliminary structural engineering recommendations for the two design options.
6. Develop preliminary mechanical and electrical engineering recommendations for the two design options.
7. Make required submissions to City for Schematic review and approval. Drawings required for this submittal would include:
  - a. Code Compliance Plans
  - b. Demolition Plans
  - c. Schematic Floor Plan
  - d. Schematic Structural, Mechanical and Electrical plans

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- e. Preliminary Finish Schedule
  - f. Basis-of-Designs for each discipline
  - g. Statement of Probable Construction Cost
8. Make required presentations to City to review proposed design.
9. Make required modifications to Schematic Design to obtain Schematic Design approval.
10. After obtaining written approval of Schematic Design we will proceed into Design Development.

**DESIGN DEVELOPMENT PHASE (TASK 6)**

- 1. Continued development of Floor Plan.
- 2. Continue to develop building structural, mechanical, plumbing and electrical systems consistent with design concept.
- 3. Coordinate with Owner systems for phone/data/cable requirements.
- 4. Develop designs for the physical systems to support the Dispatch Center, including:
  - a. Document Current Infrastructure (Manufacturer, Model, Serial Numbers, Warranty, Power Consumption, Cooling Requirement, Etc.)
    - i. Racks
    - ii. Servers
    - iii. Networking Gear
    - iv. Universal Power Supplies (UPS)
    - v. Phone Systems
    - vi. Radio Systems (Will require support from County Radio)
    - vii. Cabling
    - viii. Telecommunications
  - b. Assist design team with design of the server room and dispatch center.
  - c. Assist team with determining electrical loads, cooling requirements, cabling requirements, etc.
  - d. Develop equipment specifications for server racks, cable trays, networking equipment, virtual servers, etc.

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- e. Work with the City to Create a Migration Strategy to New Dispatch Center for Data Backups, Servers, Networking Gear, Radio Gear (Will require support from County Radio), Telecommunications. This effort will also assess existing operations to remain operating off existing systems for Fire, Police and City Hall.
- 5. Prepare preliminary Interior Elevations.
- 6. Prepare preliminary interior material and color boards for review and selection.
- 7. Work with City to develop Preliminary fixture and furniture layouts as a test fit within the design.
- 8. Meet with City Staff as required to present Design Development Plans and get comments on presented design.
- 9. After obtaining written approval of the information presented in the Design Development drawings, we will proceed into Construction Documents.

**CONSTRUCTION DOCUMENTS PHASE (TASK 7)**

- 1. Prepare drawings and specifications suitable for bidding to clearly delineate the Contractor's scope of work, including required architectural, structural, mechanical and electrical design. It is assumed for this proposal that the City will provide all required General and Supplementary Conditions and Bidding Information. Submittals will be made at 60%, 95% and final and will include plans, specifications and calculations.
- 2. For IT Specific Equipment:
  - a. Develop Parts List for RFP to be issued separately from contract for construction.
  - b. Manufacturers, part numbers, specs
  - c. Installation Instructions
  - d. Qualification Requirements
  - e. Coordinate with City on issuance of RFP
  - f. Review RFP Prior to Posting

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3. Submit plans to City Building Department for Building permit plan check, and perform all required revisions to construction documents based on Building Department's plan check comments (Note: plan check and permit fees are not included).
4. Meet with City as required to review final design and construction documents.

**BIDDING PHASE (TASK 8)**

1. Provide final original drawings and specifications (and electronic copies) for use in bid packages. For this proposal it is assumed that the city will advertise and distribute bid packages.
2. Interpret and clarify contract documents for contractors, and assist in issuing addenda as required.
3. Attend a Pre-Bid walkthrough at the site with all interested contractors.
4. Participate in bid opening, review contractor's detailed cost breakdown, proposed substitutions and assist the City in evaluation of the bids.

**CONSTRUCTION ADMINISTRATION PHASE (TASK 9)**

Construction contract administration services are based on a six month construction period, from Authorization to Proceed through Punch list Inspection. The following services will be provided:

1. Attend Pre-Construction conference.
2. Review and approve or take other appropriate action upon Contractor's submittals and shop drawings as required by contract documents.
3. Interpret contract documents (including all sub-consultant disciplines) for proper execution and progress of construction, including responding to contractor's requests for information and clarification, and issuing ASI's (Architect's Supplemental Instructions).
4. Make scheduled site visit every other week during the course of construction (total of 13) to observe the project, and prepare site visit

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- report (meeting minutes). Site visit shall include meeting with contractor, and City representative to review progress of construction, review pending RFI and Change Order information, and observe the construction to verify work is proceeding in accordance with construction documents.
5. Provide two site visits per discipline (by the respective engineers) for structural, mechanical, and electrical engineering, security systems, IT systems, communications, telephone, data systems, and other required components consistent with the program requirements to review progress of construction and conformance with construction documents.
  6. Make one additional site visit to perform Punchlist Inspection, and one additional visit to perform Final Inspection. Punchlist Inspection will include a detailed listing of all items remaining to be completed by the Contractor. Final Inspection will certify that all work has been completed in accordance with construction documents.
  7. For IT Specific Equipment:
    - a. Review submittals to insure compliance with design plans and RFP requirements
    - b. Review installed work for compliance with design plans and specifications
    - c. Provide assistance to City in developing a migration plan to start up new facilities
  8. Assist in reviewing and processing contractor's progress payment requests, and certifying the amounts due to the contractor.
  9. Process contractor's building As-Builts, warranty information and related information including updating electronic drawing files and providing them to the County.
  10. Provide a Letter of Completion to the City certifying that the Project was completing in accordance with construction documents and specifications.

**ADDITIONAL SERVICES TO BE PROVIDED ON AN HOURLY BASIS (TASK 10)**

The following items are not included in the current Basic Services, and will be provided as additional services only after written authorization is received.

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Unless a subsequent fixed fee proposal is provided, the work will be done on an hourly basis per the Hourly Rates.

Additional Services not included in our basic scope of work include:

1. Modifications to existing building interior spaces for upgrades or code compliance beyond the areas proposed as part of the scope of the project.
2. Upgrades or modifications to existing building electrical service, main electrical panel locations and/or coordination with PGE.
3. Revisions to existing building HVAC, power or lighting systems other than in the areas of work proposed as a part of the project.
4. Significant modifications to the existing building main lateral (earthquake/wind) resisting force system are not included at this time. The proposed programming and modifications will need to avoid modifying the existing building's structural lateral system.
5. A Geotechnical Report (not included in scope) is recommended but not likely required for limited scope option (to be confirmed with building official during schematic design) with foundation and seismic design parameters. Based on similar site information, shallow spread footings on engineered fill or natural soils is included. Alternate foundation systems such as mat or post-tensioned slabs or deep pier or pile foundations with non-grade supported slabs and grade beams as well as liquefaction or slope stability mitigation are not provided for as options within this scope of services.
6. Civil Engineering or Landscape Design services.
7. Revisions to Preliminary Design or Contract Documents resulting from Owner requested changes to documents previously approved by the Owner, or due to code or zoning changes made subsequent to Owner approval, such as direction from the County Building Official).
8. Services required because of significant changes in the project (not due to the design team's acts or omissions) including, but not limited to, size, quality, complexity, schedule, or the method for bidding and contracting for construction.

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9. Processing change requests for Owner requested changes, and for unforeseen site conditions, after bid, including revisions to Contract Documents, processing approval of revisions through the Building Department, and Change Order negotiation.
10. Providing services in conjunction with evaluating substitutions proposed by the Contractor, and making subsequent revisions to Contract Documents resulting from such.
11. Providing services made necessary by the default of the Contractor, by major deficiencies in the work of the Contractor, or by failure of performance of either the Owner or the Contractor under the Contract for Construction.
12. Providing services in conjunction with arbitration proceedings or legal proceedings, except where the Architect is a party to such proceedings.
13. Providing "Special Inspection" services required by law or the Contract Documents.
14. Services in conjunction with any required discretionary approvals.
15. Preparation of Boundary Surveys, ALTA Surveys, Title Reports, Easement adjustments, Deeds, construction staking or other documents in conjunction with the project site.
16. Topographic surveys.
17. Providing Phase One Environmental services for Soils, Asbestos or Lead survey and remediation.
18. Commissioning Services.
19. Fire Protection Engineering design services.
20. Preparation of SWPPP studies or reports.
21. Actual procurement of equipment, or install and on-going operational assistance. DNI is capable of providing those services directly to the City if those items are desired in the future.

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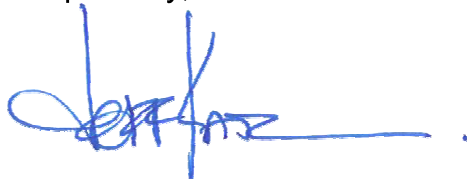
22. Preparation of documentation to process the project through the US Green Building Council as a LEED project.
23. Design of photo-voltaic electrical generation systems or solar hot water systems.
24. Plan check fees, permit fees, and permit processing (if paid by the consultant) will be a reimbursable expense, charged at 1.1 times the Consultant's cost.
25. All delivery, printing and reproduction costs will be a reimbursable expense, charged at 1.1 times the Consultant's cost.

We propose to provide the stated basic services for a fixed fee broken down as noted below. Invoices will be submitted monthly, in a format acceptable to the City, for the percentage of work completed during the month, on any particular phase.

|                                   |              |
|-----------------------------------|--------------|
| Schematic Design Phase            | \$ 57,450.00 |
| Design Development Phase          | \$ 88,445.00 |
| Construction Documents Phase      | \$102,750.00 |
| Bidding Phase                     | \$ 6,000.00  |
| Construction Administration Phase | \$ 41,910.00 |
| Total                             | \$296,555.00 |

We appreciate the opportunity to present this proposal. I am available to meet with you at any time to review and discuss the proposed scope of services and fee proposal. We are excited about the opportunity to work with you on this project. If you have any questions regarding this scope of work please do not hesitate to contact me at (619) 504-0984.

Respectfully,



Jeff Katz, AIA  
Principal

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## Exhibit "A"

### HOURLY RATE SCHEDULE

The following rates apply to work performed on an hourly basis.

|                                      |                    |
|--------------------------------------|--------------------|
| Principal Architect .....            | \$ 260.00 per hour |
| Senior Project Manager .....         | \$ 225.00 per hour |
| Project Manager .....                | \$ 195.00 per hour |
| QC Manager .....                     | \$ 195.00 per hour |
| Job Captain .....                    | \$ 155.00 per hour |
| Specification Writer .....           | \$ 195.00 per hour |
| Construction Administrator .....     | \$ 190.00 per hour |
| Drafter .....                        | \$ 130.00 per hour |
| Secretarial .....                    | \$ 90.00 per hour  |
| Structural Engineer.....             | \$ 200.00 per hour |
| Civil Engineer .....                 | \$ 245.00 per hour |
| Mechanical Engineer .....            | \$ 220.00 per hour |
| Electrical Engineer .....            | \$ 225.00 per hour |
| Landscape Architect .....            | \$ 210.00 per hour |
| Cost Estimator .....                 | \$ 175.00 per hour |
| Emergency Systems Expert (DNI) ..... | \$ 200.00 per hour |

Reimbursable Expenses will be charged at 1.1 times the direct cost.

Note: These rates will remain in effect until December 31, 2023, at which time  
 they may be adjusted as a result of salary reviews