

City of Piedmont
COUNCIL AGENDA REPORT

DATE: July 6, 2026

TO: Mayor and Council

FROM: Rosanna Bayon Moore, City Administrator

SUBJECT: Consideration to Award the Contract for the Piedmont Park ADA Improvement and Swing Improvement Project to Modernscapes Innovations in the amount of \$156,364; Approval of an Overall Construction Budget of \$172,000, and a Finding that the Project is Categorically Exempt Under the California Environmental Quality Act (Guideline Section 15301(c)).

RECOMMENDATION

By a single motion, take the following actions regarding the Piedmont Park ADA Improvement and Swing Improvement Project:

1. Approve the award of the Contract for the Piedmont Park ADA Improvement and Swing Project to Modernscape Innovations in the amount of \$156,364;
2. Approve the overall Estimated Construction Budget of \$172,000;
3. Find the project to be exempt under the California Environmental Quality Act Guideline 15301(c).
4. Authorize the City Administrator to execute project related documents.

BACKGROUND

In September 2024, Piedmont Park's original wooden swing set was removed due to structural post rot. The City worked with the City Engineer on a replacement plan to expand the swing zone for modern safety compliance and ADA accessibility. Once the plans were approved, the City encumbered funding already allocated in the facilities capital budget and issued a notice to bid. If awarded to Modernscapes Innovations, the contract scope includes site demolition, sand removal, sidewalk installation, swing area curb and wall installation, handrail installation, storm drainage installation, and landscaping; and excludes installation of the swing equipment and new ADA playground fiber, which will be executed under separate agreement with a certified playground equipment installer. As an early project supporter, the Piedmont Beautification Foundation raised funds for the playground equipment, which will be installed immediately following this initial construction phase.

DISCUSSION

Bid documents were developed and the project was publicly bid in accordance with City Ordinances and the Public Contract Code. Bids were opened on June 18, 2026. There were 19 bids received ranging from \$156,364 to \$289,300 (*see table below for results*). The engineer's estimated construction budget for this project was \$193,281. The lowest bid received was from Modernscapes Innovations and all bids are presented in the table below:

Bidder Name	Bid Amount
Modernscapes Innovations	\$ 156,364.00
John Boylan Engineering Inc	\$ 178,547.06
FJ and I Engineering Inc.	\$ 185,175.00
Imperial Construction & Engineering	\$ 190,893.40
QLM INC.	\$ 192,266.00
Amer Construction Inc.	\$ 192,504.00
Globe Engineering Department	\$ 198,536.00
Norgo Engineering	\$ 212,460.00
NBC Construction & Engineering Inc.	\$ 218,730.00
Altor Construction	\$ 220,000.00
Cowam & Thompson Construction, Inc.	\$ 234,542.99
Bay Construction Co.	\$ 235,270.00
Landscape Pros ML Inc.	\$ 240,000.00
NG Builders	\$ 242,000.00
Frontline General Engineering Construction	\$ 257,938.27
Zara Construction	\$ 262,148.00
Kerex Engineering Inc.	\$ 269,000.00
JPB Design Inc.	\$ 269,886.00
FBD Vanguard Construction Inc.	\$ 289,300.00

The bid from Modernscapes Innovations has been checked and found to be mathematically correct and fully responsive to all contract document requirements. Furthermore, the firm holds a valid Class A contractor's license (1115970) and maintains an active Department of Industrial Relations (DIR) registration, fulfilling all public works compliance requirements.

Based on the bid submitted by Modernscapes Innovations being both complete and responsive, staff is recommending the award of the Piedmont Park ADA Improvement and Swing Improvement Project to Modernscapes Innovations.

SCHEDULE OF CONSTRUCTION

If the contract is awarded at this City Council meeting, it is anticipated that the work will begin in late August. The contract allows 25 working days (5 weeks) to complete the work. Accordingly, the project covered under this scope of work should be completed in early October.

The swing equipment and ADA fiber matting installation is anticipated to be awarded separately in early July via a California Multiple Award Schedule (CMAS) agreement. Equipment has a 6–8-week lead time and installation is anticipated to commence in October with approximately 2 weeks to complete installation.

ENVIRONMENTAL REVIEW

This project is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines section 15301, which applies to the repair and maintenance of existing public facilities that involve negligible or no expansion of use. Because the project concerns the repair of existing public facilities, this project is exempt under Section 15301.

FISCAL IMPACT

Based on the recommended award amount, staff is proposing the following budget:

Construction	\$ 156,364
Construction Contingency (10%)	\$ 15, 636
Total Estimated Project Construction Budget	\$ 172,000

Funding for the project is included in the Approved FY 2025-26 budget. The funding breakdown is:

Piedmont Beautification Foundation	\$ 21,000
Facilities Capital Funds	\$ 151,000
Total Estimated Project Construction Budget	\$ 172,000

Additional costs will be incurred as the playground fiber matting, equipment and equipment installation will be awarded through a CMAS proposal. The project remains within the total allocated budget.

CITY ATTORNEY REVIEW

The City Attorney has reviewed the staff report and the Agreement.

By: Daniel Gonzales, Public Works Director
 Nancy Kent, Parks Project Manager
 Steven Van Saun, City Engineer

Attachments:

A. Agreement

AGREEMENT

The City of Piedmont, a California Municipal Corporation (“City”) enters into this Agreement, dated July 6, 2026, with Modernscape Innovations (“Contractor”).

RECITALS

- A. NOTICE INVITING BIDS. The City gave notice inviting bids to be submitted by 2:00 p.m., May 22, 2026 for the Piedmont Park ADA Improvement and Swing Improvement Project by soliciting bids in accordance with the City of Piedmont City Code and other applicable law.
- B. BID OPENING. On June 18, 2026 at 2:00 p.m., City representatives opened the bids for the Piedmont Park ADA Improvement and Swing Improvement Project and read the bids aloud.
- C. PROJECT AWARD. On July 6, 2026, the City Council awarded the **Piedmont Park ADA Improvement and Swing Improvement Project** to the Contractor and directed City staff to send the Contractor written notice of award of the project.
- D. REQUIRED DOCUMENTS. The Contractor has provided the City executed copies of all documents specified in the contract check list included in the bid package within ten (10) working days of receiving written notice of award.

AGREEMENT TERMS

The City and the Contractor agree as follows:

1. THE WORK. The Contractor shall furnish all equipment, tools, apparatus, facilities, material labor, and skill necessary to perform and complete in a good and workmanlike manner the Piedmont Park ADA Improvement and Swing Improvement Project (“Work”) as shown in the Technical Specifications and Project Plans in accordance with the Contract Documents and applicable law.
2. LOCATION OF WORK. The Work will be performed at the following location:
Piedmont Park on Magnolia Avenue in Piedmont, California
3. TIME FOR COMPLETION. The Contractor must complete the Work in accordance with the Contract Documents within twenty-five (25) working days from the date specified in the City’s Notice to Proceed (“Time for Completion”).
4. REMEDIES FOR FAILURE TO TIMELY COMPLETE THE WORK. If the Contractor fails to fully perform the Work in accordance with the Contract Documents by the Time for Completion, as such time may be amended by change order or other modification to this Agreement in accordance with its terms, and/or if the Contractor fails, by the Time for Completion, to fully perform all of the Contractor’s obligations under this Agreement that have accrued by the Time for Completion, the Contractor will become liable to the City for all resulting loss and damage in accordance with the Contract Documents and applicable

law. The City's remedies for the Contractor's failure to perform include, but are not limited to, assessment of liquidated damages of **\$2,500 per day** in accordance with California Government Code Section 53069.85 and Section 5-1.02 of the General Provisions, and/or obtaining or providing for substitute performance in accordance with the Contract Documents.

5. CONTRACT PRICE AND PAYMENT. As full compensation in consideration of completion of the Work in accordance with the Contract Documents and in consideration of the fulfillment of all of the Contractor's obligations under the Contract Documents, the City will pay the Contractor in lawful money of the United States the total price of \$156,364 (the "Contract Price") as specified in the Contractor's completed Bid Schedule dated May 29, 2025, and attached hereto and incorporated in this Agreement. Payment to the Contractor under this Agreement will be for Work actually performed in accordance with the Contract Documents and will be made in accordance with the requirements of the Contract Documents and applicable law. The City will have no obligation to pay the Contractor any amount in excess of the Contract Price unless this Agreement is first modified in accordance with its terms. The City's obligation to pay the Contractor under this Agreement is subject to and may be offset by charges that may apply to the Contractor under this Agreement. Such charges include but are not limited to, charges for liquidated damages and/or substitute performance in accordance with the Contract Documents.
6. PREVAILING WAGES. In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed. In accordance with California Labor Code Section 1773, the City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project. In accordance with California Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at the City Public Works Department and will be made available on request. Throughout the performance of the Work the Contractor must comply with all provisions of the Contract Documents and all applicable laws and regulations that apply to wages earned in performance of the Work.
7. THE CONTRACT DOCUMENTS. This Agreement consists of the following documents ("Contract Documents"), all of which are incorporated into and made a part of this Agreement as if set forth in full. In the event of a conflict between or among the Contract Documents, precedence will be in the following order:
 - 7.1 This Agreement and change orders and other amendments to this Agreement signed by authorized representatives of the City and the Contractor.
 - 7.2 The General Provisions and change orders and other amendments to the General Conditions signed by authorized representatives of the City and the Contractor.

- 7.3 The Special Provisions, addenda to the Special Provisions signed by authorized representatives of the City and issued prior to bid opening, Equal Product Proposals accepted by the City and signed by authorized City representatives prior to bid opening, and change orders and other amendments to the Technical Specifications signed by authorized representatives of the City and the Contractor.
 - 7.4 The Project Plans, addenda to the Project Plans signed by authorized representatives of the City and issued prior to bid opening, Equal Product Proposals accepted by the City and signed by authorized City representatives prior to bid opening, and change orders and other amendments to the Project Plans signed by authorized representatives of the City and the Contractor.
 - 7.5 Notice Inviting Bids.
 - 7.6 Instructions to Bidders.
 - 7.7 The successful bidder's completed Proposal Form and Bidder's Sheet.
 - 7.8 The successful bidder's completed Contractor License Information.
 - 7.9 The successful bidder's completed List of Proposed Subcontractors.
 - 7.10 The successful bidder's Workers Compensation Insurance Certification.
 - 7.11 The successful bidder's completed Non-Collusion Declaration.
 - 7.12 The successful bidder's Debarment Certification.
 - 7.13 The successful bidder's completed Certificates of Insurance and Endorsements.
 - 7.14 The successful bidder's executed Performance Bond.
 - 7.15 The successful bidder's executed Payment Bond.
 - 7.16 Executed Escrow for Deposit Agreement, if applicable.
 - 7.17 Change Order Form.
 - 7.18 The Maintenance Bond form included in the bid package that the Contractor must execute prior to release of final payment under the Contract.
 - 7.19 The successful bidder's Qualification Statement, if any.
 - 7.20 The successful bidder's signed Signature Form.
8. PROVISIONS INCORPORATED BY REFERENCE. Provisions or parts of provisions that are incorporated by reference and not set forth at length in any of the Contract Documents will only form a part of this Agreement to the extent the Contract Documents

expressly make such provisions or parts of provisions a part of this Agreement. For example, published public works agreement provisions, such as those of the State of California Department of Transportation Standard Specifications (known as the Standard Specifications) are only a part of this Agreement to the extent expressly incorporated in this Agreement by section number, and references in the Standard Specifications incorporated by reference to other Standard Specifications do not make such other Standard Specifications a part of this Agreement. When such published provisions are made a part of this Agreement, references in the published provisions to other entities, such as the State, the Agency, or similar references, will be deemed references to the City as the context of this Agreement may require.

9. INTERPRETATION OF CONTRACT DOCUMENTS. Any question concerning the intent or meaning of any provision of the Contract Documents, including, but not limited to, the Technical Specifications or Project Plans, must be submitted to the Public Works Department, for issuance of an interpretation and/or decision by an authorized Public Works Department representative in accordance with the requirements of the Contract Documents. Interpretations or decisions by any other person concerning the Contract Documents will not be binding on the City. The decision of an authorized Public Works Department representative shall be final.
10. ASSIGNMENT PROHIBITED. The Contractor may not assign part or all of this Agreement, or any moneys due or to become under this Agreement, or any other right or interest of the Contractor under this Agreement, or delegate any obligation or duty of the Contractor under this Agreement without the prior written approval of an official authorized to bind the City and an authorized representative of Contractor's surety or sureties. Any such purported assignment or delegation without such written approval on behalf of the City and the Contractor's sureties will be void and a material breach of this agreement subject to all available remedies under this Agreement and at law and equity.
11. CERTIFICATION RE CONTRACTOR'S LICENSE. By signing this Agreement the Contractor certifies that the Contractor holds a valid Type A license issued by the California State Contractors Licensing Board, and that the Contractor understands that failure to maintain its license in good standing throughout the performance of the Work may result in discipline and/or other penalties pursuant to the California Business and Professions Code, and may constitute a material breach of this Agreement subject to all available remedies under this agreement and at law and equity.
12. SEVERABILITY. If any term or provision or portion of a term or provision of this Agreement is declared invalid or unenforceable by any court of lawful jurisdiction, then the remaining terms and provisions or portions of terms or provisions will not be affected thereby and will remain in full force and effect.
13. DEFINITIONS. All words as used in the Agreement shall be subject to the Definitions set forth in Section 1 of the General Provisions of the Notice to Contractors, Special Provisions, Proposal and Contract for the Linda Beach Tot Lot Playground Improvement Project.

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

CITY OF PIEDMONT

Name of Contractor

By: Rosanna Bayon Moore, City Administrator

Name of Signatory & Title

Attest:

Anna Brown, City Clerk

Approved as to Form and Legality:

Deepa Sharma, City Attorney