

City of Piedmont
COUNCIL AGENDA REPORT

DATE: July 15, 2024

TO: Mayor and Council

FROM: Rosanna Bayon Moore, City Administrator

SUBJECT: Consideration of a Fourth Amendment to the City's Agreement with Griffin Structures at an Amount Not to Exceed \$199,777, with an Amended Overall Budget of \$1,662,225, and consideration of a Third Amendment to the City's Agreement with ELS Architecture for the Piedmont Community Pool Project in an Amount Not to Exceed \$205,620, with an Amended Overall Budget of \$2,790,638

RECOMMENDATION

By a single motion, take the following actions:

- 1) Approve the proposed fourth 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 \$199,777, and approve an amended overall budget for this agreement of \$1,662,225.
- 2) Approve the proposed third 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, in an amount not to exceed \$205,620, and approve an amended overall budget for this agreement of \$2,790,638.
- 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. The original agreement terminates 30 days after completion of all Project Services. 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. On March 18, 2024, Council awarded a third amendment to Griffin Structures in the amount of \$248,433 for additional services that are directly related to the delayed project completion date. The fourth amendment to the Griffin Structures agreement consists of additional project management and construction support services that are required to achieve project completion with the extended construction schedule.

On October 18, 2021, the City 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. The original agreement terminates 30 days after completion of all Project Services. Additionally, the original agreement was amended on July 18, 2022, to include the sidewalk, curb, and planting improvements in the right-of-way, in the amount of \$75,140 for a total authorization of \$2,550,694. On March 18, 2024, Council awarded a second amendment to ELS in the amount of \$34,324 for additional services that were related to the re-design of the approved permanent electric plans to relocate the PG&E transformer and service route to Magnolia Avenue. The third amendment to the ELS agreement consists of additional design-construction support services that are required due to unforeseen conditions and the extended construction schedule.

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 July 1, 2024. 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.

ATTACHMENTS

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

By: Daniel Gonzales, Public Works Director

FOURTH AMENDMENT TO CONTRACT

This Fourth Amendment to Contract (“Amendment”) is made and entered into on this 15th day of July, 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, May 1, 2023, and March 18, 2024, “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 \$199,777 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 \$199,777, bringing the total NTE under the Contract to \$1,662,225.
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 M. Brown, City Clerk

APPROVED AS TO FORM:

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



ASR 05 R2

GRIFFIN STRUCTURES FEE PROPOSAL

PIEDMONT COMMUNITY POOL PROJECT

CITY OF PIEDMONT

06/26/2024

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:	\$	72,930
Special Inspections & Testing:	\$	121,567
Submittal Exchange Extension:	\$	5,280
Total	\$	199,777

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 due to PG&E delivering power to the site, excessive rain delays, and unforeseen conditions related to site conditions have extended the project schedule. Presently the Contractor has forecasted a substantial completion date of 12/09/2024, however, due to the uncertainty of the challenges related to the schedule, and in anticipation of a commissioning period the schedule is expected to extend into 2025, this ASR anticipates continuing our services into the spring of 2025, per the attached resource allocation schedule. In an interest of bringing value to the City, we have adjusted our allocation of hours to roughly 145 hours per month to allow for our fee to extend over a longer period of time, and will be donating time for the months of April and May to assist with move in efforts during those months.

Additionally, due to these same conditions and the inefficiencies associated with out of sequence work efforts, the Special Inspections and Testing scope of work also requires additional funds. Per the attached proposal form Geocon, we respectfully request an additional \$100,000. In addition to this, we request a reconciliation resultant from ASR 04 where the formal amendment did not include the total

amount of funds needed, resulting in a shortfall of \$21,567. In total therefore, we request an adjustment of \$121,567 to reconcile these services. NOTE: in the interest of reducing the impact of this ASR for the City, we have elected to forego the mark up on these services, and are therefore presenting these additional services at cost with no mark up.

Finally, due to these same delays, our cloud based documentation management system (Submittal Exchange) also requires an extension. The total cost of this is \$5,280.



Project No. E9254-04-02
June 4, 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.2: 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 current authorized contract amount.

Of particular note, onsite welding inspections have required significantly more hours than anticipated. Further, in addition to our approved scope of services for this project, we have provided consultation, sampling, and laboratory analytical testing related to seepage at the corner of Magnolia Avenue and Bonita Avenue.

We have endeavored to limit our fees to date for this project. For example, 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 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
Senior Project Engineer

Shane Rodacker, GE
Vice President

(1/e-mail) Addressee

Attachment: Request for Change Order No. 2



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>June 4, 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>2</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.: <u>1</u>	\$ <u>100,000.00</u>
THIS CHANGE ORDER NO.: <u>2</u>	\$ <u>100,000.00</u>
REVISED CONTRACT AMOUNT:	\$ <u>418,535.00</u>

APPROVED BY: Geocon Consultants, Inc.

By:

Shane Rodacker, GE

APPROVED BY: Griffin Structures

By:

(authorized agent)

Title: Vice President

Title: _____

Date: June 4, 2024

Date: _____

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



ORDERING DOCUMENT

Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, CA
94065

Name	Griffin Structures	Contact	Jon Hughes
Address	1 Technology Drive, Bld I Ste 829 Irvine CA 92618	Phone Number	+1 (949) 497-9000
		Email Address	jhughes@griffinstructures.com

Renew Subscription Term: 16-Aug-2024 to 15-Apr-2025

Services Period: 8 months					
Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
B88659 - Primavera Submittal Exchange Single Project Cloud Service - Piedmont Aquatic Center - Construction Project Value in Millions	NORTH AMERICA	25	8 mo	26.40	5,280.00
Subtotal					5,280.00

Fee Description	Net Fee
Cloud Services Fees	5,280.00
Net Fees	5,280.00
Tax	0.00
Total Fees	5,280.00

THIRD AMENDMENT TO CONTRACT

This Third Amendment to Contract (“Amendment”) is made and entered into on this 15th day of July, 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, and March 18, 2024, “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 Requests (“ASR”) – No. 9 and No. 10 the additional scope described in Exhibit A attached hereto and incorporated herein, and increase the NTE by \$205,620, 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. 9 as Additional Services under the Contract.
3. As provided in Exhibit A, the Not to Exceed compensation for the ASR No. 9 and ASR No. 10 is \$205,620, bringing the total NTE under the Contract to \$2,790,638.
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:	June 26, 2024	Project:	Piedmont Community Pool
To:	Daniel Gonzales Public Works Director City of Piedmont	Proj. No.:	202115
From:	Kim-Van Truong	Subject:	Request for Additional Service Fees – No. 9

A. Extended Construction Administration Services for ELS, LEED, and SWPPP

Per the latest update, the duration of construction is being extended by 7 months with construction anticipated to be complete on February 2, 2025. We are requesting additional fee to cover construction administration services for the whole of the anticipated construction duration.

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

				Fees
ELS	Months	Rate	Fee	
July-November	5	\$23,580.00	\$117,900.00	
December	1	\$17,685.00	\$17,685.00	
January	1	\$11,790.00	\$11,790.00	
ELS Subtotal				\$147,375.00
Consultants				
LEED	Brightworks			\$11,700.00
SWPPP	BKF			\$13,500.00
ITEM A TOTAL				\$172,575.00

B. Natural Spring / Water Leak

Efforts to address the water leak discovered at the corner of Bonita and Magnolia. The following is a breakdown of our request for additional fees:



ELS		\$1,360.00
Consultants		
Civil	BKF	\$3,470.00
	ITEM B TOTAL	\$4,830.00

C. Pavilion Gate

Per Owner request, addition of a new security gate at the roof terrace/pavilion level to secure the pavilion from Bonita Street during off hours. The following is a breakdown of our request for additional fees:

ELS		\$7,320.00
Consultants		
Structural	F/E	\$1,890.00
Door Hardware	OCI	\$1,300.00
Low Voltage	G&B	\$1,000.00
	ITEM C TOTAL	\$11,510.00

D. SWPPP Additional Services (Rain and NAL Exceedances)

QSP additional services which include additional rain efforts, NAL exceedances/non-compliance efforts, and a supplemental SWPPP training session. The following is a breakdown of our request for additional fees:

Consultants		
SWPPP	BKF	\$6,500.00
	ITEM D TOTAL	\$6,500.00

E. FF&E Procurement

Additional efforts related to procurement of FF&E. The following is a breakdown of our request for additional fees:

Consultants		
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FF&E	Edson Design	\$3,500.00
	ITEM E TOTAL	\$3,500.00

	TOTAL ITEMS A, B, C, D & E	\$198,915.00
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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 **\$198,915.00 (One Hundred Ninety-Eight Thousand Nine Hundred and Fifteen Dollars and Zero Cents)** to cover Additional Service items described above.

SUMMARY

Original Contract Sum	\$2,289,000.00
Additional Service #1, 2, 3, 4, 5, 6, 7 & 8 – Approved	\$226,280.75
Additional Service #9 – Pending	\$198,915.00
Amended Contract Amount	\$2,714,195.75

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. 9



Memorandum

Date:	July 5, 2024	Project:	Piedmont Community Pool
To:	Rosanna Bayon Moore City Administrator City of Piedmont	Proj. No.:	202115
From:	Kim-Van Truong	Subject:	Request for Additional Service Fees – No. 10

The following is a summary of project scope items:

At the Recreation Department Building, an existing area drain was discovered to be connected to a sanitary sewer pipe. The City requested that this area drain be disconnected from the sanitary sewer pipe and connected to a storm pipe system instead.

The base scope of work is for a gravity design solution. If it is determined that a sump pump design is preferred or required, there is an optional service fee noted for that below. For the sump pump option, if any electrical scope is needed, we assume this would be covered by the Contractor via design-build.

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

Base Scope – Gravity Design				Fees
ELS	Hours	Rate	Subtotal	
Beckie Denio	8.0	\$185	\$1,480.00	
				\$1,480.00
Consultants				
Civil	BKF			\$5,225.00
			TOTAL	\$6,705.00



Optional Scope - Sump Pump Design		
Consultants		
Civil	BKF	\$6,083.00

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 **\$6,705.00 (Six Thousand Seven Hundred and Five Dollars and Zero Cents)**, assuming base scope only, to cover Additional Service items described above.

SUMMARY

Original Contract Sum	\$2,289,000.00
Additional Service #1, 2, 3, 4, 5, 6, 7, 8 & 9 – Approved	\$425,195.75
Additional Service #10 Request	\$6,705.00
Amended Contract Amount	\$2,720,900.75

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

APPROVED

Rosanna Bayon Moore
City of Piedmont

End of Additional Service Request No. 10



June 28, 2024
BKF No. C20211422

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

Subject: Piedmont Aquatics Center Sanitary Sewer Area Drain 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:

During construction the rec center building area drain at the bottom of the outside stairwell was found to connect directly to the sanitary sewer pipe. The city would like to separate the area drain from sanitary sewer and have the area drain connected to a storm pipe system. Below is the base scope of work to provide a gravity design solution. We have also provided an optional service for a sump pump solution.

SCOPE AND FEE FOR GRAVITY PIPE SOLUTION:

1. Attended Initial meeting (1 hour)
2. Review available site & utility information (1 hour)
3. Site Visit (2 hours)
4. Create exhibit with additional information request (1 hour)
5. Update utility plan with gravity pipe through curb option (12 hours)
6. Civil detail (1 hour)
7. Update Design based on contractor provided as-built-exploratory information (1 hours)
8. Update design based on city/contractor comment (2 hour)
9. Construction Support (4 hours)

OPTIONAL SCOPE AND FEE FOR SUMP PUMP SOLUTION:

1. Attended Initial meeting (1 hour)
2. Review available site & utility information (1 hour)
3. Site Visit (2 hours)
4. Create exhibit with additional information request (1 hour)
5. Update utility plan with Sump Pump Design (12 hours)
6. Sump Pump Details (5 hour)
7. Update Design based on contractor provided as-built-exploratory information (1 hours)
8. Update design based on city/contractor comment (2 hour)
9. Construction Support (4 hours)
10. **Assumptions:** Electrical Power and control panel provided by others

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

BKF proposes to provide the services on a lump sum basis. We will invoice for our services on a percent complete basis per task summarized as follows:

Task	Description	Fee
1	SS Area Drain Gravity Design	
	Senior Project Manager (5 Hours)	\$1,325
	Project Engineer (20 Hours)	\$3,900
Total Labor Fee		\$5,225

2. Optional Service:

BKF proposes to provide the services on a lump sum basis. We will invoice for our services on a percent complete basis per task summarized as follows:

Task	Description	Fee
1	Sump Pump Design	
	Associate Engineer (1 Hour)	\$273
	Senior Project Manager (5 Hours)	\$1,325
	Project Engineer (23 Hours)	\$4,485
Total Labor Fee		\$6,083

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 2024 Rates

