

City of Piedmont
COUNCIL AGENDA REPORT

DATE: August 4, 2025

TO: Mayor and Council

FROM: Rosanna Bayon Moore, City Administrator

SUBJECT: Consideration of a Sixth Amendment to the City's Agreement with Griffin Structures at an Amount Not to Exceed \$100,000, with an Amended Overall Budget of \$1,812,225, and Consideration of a Fourth Amendment to the City's Agreement with ELS Architecture for the Piedmont Community Pool Project at an Amount Not to Exceed \$229,020, with an Amended Overall Budget of \$3,019,658

RECOMMENDATION

By a single motion, take the following actions:

1. Approve the proposed sixth 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 \$100,000, and approve an amended overall budget for this agreement of \$1,812,225.
2. Approve the proposed fourth amendment to the City's agreement with ELS Architecture for additional design services for the Piedmont Community Pool Project, based on a time and materials basis, at an amount not to exceed \$229,020, and approve an amended overall budget for this agreement of \$3,019,658.
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, the Council approved the first amendment to the contract in the amount of \$350,000 to assist in an expanded role during the time-intensive construction phase of the project and to provide the City with continuous, full time project management assistance. On May 1, 2023, the Council approved a second amendment to the contract 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, the Council approved a third amendment to the contract in the amount of \$248,433 for project management support directly related to the extended timeline. The fourth amendment to the Griffin Structures agreement in the amount of \$199,777 was approved on July 15, 2024, for additional testing and inspection support services that are required to achieve project completion with the extended construction schedule. On March 3, 2025, the Council approved a fifth amendment to the contract in the amount of \$50,000 for special inspections and testing. This sixth amendment to Griffin Structures agreement is similar to the fifth amendment in that it consists of additional testing and inspection 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, the 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 in the amount of \$205,620 was approved for additional design-construction support services due to the extended construction schedule. This fourth amendment to the ELS agreement is similar to the third amendment in that additional design-construction support services are required due to the extended construction schedule.

FISCAL IMPACT

On July 1, 2024, the City Council amended the Total Project budget, allocating funds for construction or “Hard Costs” and professional service or “Soft Costs.” At the time, \$800,000 in contingency funds were identified for construction and \$200,000 were set aside for Soft Costs. The proposed contract amendments in the amount of \$329,020 are within the authorized figures and will involve the transfer from the Hard Cost contingency budget to the Soft Cost portion.

CITY ATTORNEY REVIEW

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

ATTACHMENTS

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

By: Daniel Gonzales, Public Works Director

SIXTH AMENDMENT TO CONTRACT

This Sixth Amendment to Contract (“Amendment”) is made and entered into on this 4th day of August, 2025 (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, March 18, 2024, and July 15, 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 \$100,000 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 \$100,000, bringing the total NTE under the Contract to \$1,812,225.

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

[Signature Page Follows]

Attachment A

CONTRACTOR

GRIFFIN STRUCTURES INC.

By: _____
Jon Hughes, Griffin Structures President

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



ASR 07

GRIFFIN STRUCTURES FEE PROPOSAL

PIEDMONT COMMUNITY POOL PROJECT

CITY OF PIEDMONT

06/26/2025

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:	\$	0
Special Inspections & Testing:	\$	100,000
Mark Up:	\$	0
Total	\$	100,000

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

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

SCOPE ADJUSTMENTS

Per the attached request from Geocon, the project requires additional funding for special inspections and testing. This ASR is being submitted with NO MARK up from Griffin in an effort to preserve the City's resources. Please see attached.

GEOCON
CONSULTANTS, INC.

G E O T E C H N I C A L ■ E N V I R O N M E N T A L ■ M A T E R I A L S



Project No. E9254-04-02
June 25, 2025

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

Attention: Mr. Jon Hughes

Subject: PIEDMONT COMMUNITY POOL
777 MAGNOLIA AVENUE
PIEDMONT, CALIFORNIA
REQUEST FOR CHANGE ORDER NO.4: ADDITIONAL SERVICES

Dear Mr. Hughes:

Per your request, 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.

As discussed, 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.

Shane Rodacker, GE
Vice President

(1/e-mail) Addressee
(1/e-mail) Griffin Structures
Attention: Mr. Josh Kaiser

Attachment: Request for Change Order No. 4



CHANGE ORDER AGREEMENT FOR PROFESSIONAL SERVICES

PROJECT: <u>Piedmont Community Pool</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 25, 2025</u>
<u>1850 Warburton Avenue, Suite 120</u>	
<u>Santa Clara, California 95050</u>	
ATTENTION: <u>Mr. Jon Hughes</u>	CHANGE ORDER NO.: <u>4</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, 2, 3</u>	\$ <u>250,000.00</u>
THIS CHANGE ORDER NO.:	<u>4</u>	\$ <u>100,000.00</u>
REVISED CONTRACT AMOUNT:		\$ <u>568,535.00</u>

APPROVED BY: Geocon Consultants, Inc.

By:

Shane Rodacker, GE

APPROVED BY: Griffin Structures

By:

(authorized agent)

Title: Vice President

Title: _____

Date: June 25, 2025

Date: _____

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

FOURTH AMENDMENT TO CONTRACT

This Fourth Amendment to Contract (“Amendment”) is made and entered into on this 4th day of August, 2025 (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, March 18, 2024, and July 15, 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 Request (“ASR”) – No. 13 the additional scope described in Exhibit A attached hereto and incorporated herein, and increase the NTE by \$229,020, 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. 13 as Additional Services under the Contract.
3. As provided in Exhibit A, the Not to Exceed compensation for the ASR No. 13 is \$229,020, bringing the total NTE under the Contract to \$3,019,658.
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: _____
Clarence D. Mamuyac, Chairman

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 11, 2025	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. 13 R1 – Extended Construction Administration Services #2

Extended Construction Administration (CA) Services

We appreciate the City of Piedmont's previous approval of Additional Service Request #9, which covered extended construction administration services from July 2024 through January 2025. When preparing our fees for ASR #9, we had anticipated tapering our services by 25% in December 2024 and 50% in January 2025, with the expectation that the project would be completed by March 2025. However, both months required full construction administration services, and the additional fees outlined below account for the services rendered beyond the scope of ASR #9.

According to the latest schedule update, the project timeline has been extended by nine months, with final completion anticipated in October 2025. To accommodate this extended duration, we are requesting an additional fee to cover construction administration services for the full anticipated construction period.

Similar to our approach under ASR #9, we expect to taper our involvement in the final months, reducing our time and fees by 25% in September and 50% in October.

Below is a breakdown of our request for additional monthly fees, consistent with our previous invoicing practices. This covers approximately 1.5 FTE and miscellaneous on-call support from our consultant team, excluding BKF's services related to SWPPP, as outlined below. Additionally, Clarence Mamuyac continues to contribute his time and expertise pro bono.

Please let us know if you have any questions or require further clarification. We appreciate your consideration and look forward to continuing our assistance through the opening of this exciting community project.



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

ELS	Fees
2024	
December	\$5,895.00
2025	
January	\$11,790.00
February	\$23,500.00
March	\$23,500.00
April	\$23,500.00
May	\$23,500.00
June	\$23,500.00
July	\$23,500.00
August	\$23,500.00
September	\$17,685.00
October	\$11,790.00
ELS Subtotal	\$211,660.00
Consultants	Fees
SWPPP – BKF	\$17,360.00
TOTAL	\$229,020.00

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 **\$229,020.00 (Two Hundred Twenty-Nine Thousand and Twenty 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, 9, 10, 11 & 12 – Approved	\$447,088.00
Additional Service #13 Request	\$229,020.00
Amended Contract Amount	\$2,965,108.00



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

APPROVED

Rosanna Bayon Moore
City of Piedmont

End of Additional Service Request No. 13 R1