

City of Piedmont
COUNCIL AGENDA REPORT

DATE: March 3, 2025

TO: Mayor and Council

FROM: Rosanna Bayon Moore, City Administrator

SUBJECT: Consideration of a Fifth Amendment to the City's Agreement with Griffin Structures for Additional Services for the Piedmont Community Pool Project at an Amount Not to Exceed \$50,000, with an Amended Overall Contract Amount of \$1,712,225

RECOMMENDATION

By a single motion, take the following actions:

1. Approve the proposed Fifth 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 \$50,000, and approve an amended overall budget for this agreement of \$1,712,225.
2. 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.

The following is a brief summary of the contract amendments approved via City Council action to date:

Amendment No. 1 – Approved on August 15, 2022 in the amount of \$350,000 to serve in an expanded role during the time-intensive construction phase of the project and provide the City with continuous, full time project management assistance.

Amendment No. 2 – Approved on May 1, 2023 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. Geotechnical Observation and Testing services are typically coordinated by the construction manager. With Griffin Structures providing

these services to the City, they offered to include these services under their existing agreement and directly coordinate inspection and testing with GEOCON.

Amendment No. 3 – Approved on March 18, 2024 in the amount of \$248,433 for additional services that are directly related to the delayed project completion date.

Amendment No. 4 – Approved on July 15, 2024 in the amount of 199,777 for additional project management and construction support services that are required to achieve project completion with the extended construction schedule.

Amendment No. 5 is entirely related to additional geotechnical testing and special inspection services that are required to be performed by GEOCON. These services are on-call and as needed. Due to an extended construction schedule and re-testing required due to wet weather conditions, additional services are necessary. Griffin Structures have agreed to waive their mark-up and are passing this additional fee along at cost.

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 the City Council on December 2, 2024. Similar to other direct project costs, the cost of the additional services in this amended agreement are eligible for payment 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.

ATTACHMENT

A. Fifth Amendment to Griffin Structures Agreement

By: Daniel Gonzales, Public Works Director

FIFTH AMENDMENT TO CONTRACT

This Fifth Amendment to Contract (“Amendment”) is made and entered into on this 3rd day of March, 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 \$50,000 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, as specified in Exhibit A, which is attached hereto and incorporated herein.
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 \$50,000, bringing the total NTE under the Contract to \$1,712,225.

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 Brown, City Clerk

APPROVED AS TO FORM:

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



Exhibit A

ASR 06

GRIFFIN STRUCTURES FEE PROPOSAL

PIEDMONT COMMUNITY POOL PROJECT

CITY OF PIEDMONT

01/30/2025

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:	\$	50,000
Mark Up:	\$	0
Total	\$	50,000

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.



Project No. E9254-04-02
January 28, 2025

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.3: ADDITIONAL SERVICES

Dear Mr. Sanen:

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.

We are requesting a \$50,000 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. 3



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>January 28, 2025</u>
<u>1850 Warburton Avenue, Suite 120</u>	
<u>Santa Clara, California 95050</u>	
ATTENTION: <u>Mr. George Sanen</u>	CHANGE ORDER NO.: <u>3</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</u>	\$ <u>200,000.00</u>
THIS CHANGE ORDER NO.: <u>3</u>	\$ <u>50,000.00</u>
REVISED CONTRACT AMOUNT:	\$ <u>468,535.00</u>

APPROVED BY: Geocon Consultants, Inc.

By:

Shane Rodacker, GE

APPROVED BY: Griffin Structures

By:

(authorized agent)

Title: Vice President

Title: _____

Date: January 28, 2025

Date: _____

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