

City of Piedmont
COUNCIL AGENDA REPORT

DATE: April 20, 2026

TO: Mayor and Council

FROM: Rosanna Bayon Moore, City Administrator

SUBJECT: Consideration of an Award of Contract for Professional Clean Water Program and Municipal Regional Permit Compliance Permit Services with EOA Inc. for a not-to-exceed amount of \$472,800 and to Authorize the City Administrator to Execute Related Documents

RECOMMENDATION

By a single motion, take the following actions:

- (1) Approve the Contract for Professional Clean Water Program and Municipal Regional Permit Compliance Permit Services with EOA Inc. for a not-to-exceed amount of \$472,800.
- (2) Authorize the City Administrator to execute related documents.

BACKGROUND

The City of Piedmont's Clean Water Program is regulated through the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4 or stormwater system) permit (No. CAS612008). The permit is more commonly referred to as the Municipal Regional Permit (MRP), which is now in its third reissuance (MRP 3.0).

Through the MRP 3.0, the City is required to take actions that minimize pollution entering the stormwater system and the San Francisco Bay watershed. The MRP is an unfunded mandate administered by the San Francisco Regional Water Quality Control Board ("Regional Water Board") under the authority delegated by the Environmental Protection Agency pursuant to the Federal Clean Water Act, Section 402.

The City is a member of the Alameda County Clean Water Program (ACCWP), which facilitates cross jurisdictional coordination, resource sharing, as well as advocacy on behalf of its members to the Regional Water Board and State of California. In collaboration with the ACCWP, the City submits an annual report to the Regional Water Board, outlining city and county-level implementation of the MRP 3.0's 21 Provisions, that include, but is not limited to, the following requirements:

- Maintaining stormwater management best practices at the City Corporation Yard.
- Trash and debris management through street sweeping, installing and maintaining catch basin filters and public waste receptacles, and routinely monitoring litter in priority areas.

- Inspecting and enforcing stormwater management best practices at construction sites and with local businesses.
- Responding to spills and illicit discharges.
- Developing and implementing an asset management and climate adaptation plan.
- Enforcing and investing in low-impact and green infrastructure development and maintenance.

The City is also required to track and report annually on all MRP 3.0 implementation costs. As shown in Table 1, in fiscal year (FY) 2024-25 the City's total MRP 3.0 costs were estimated to be \$1,013,000.

Table 1. Fiscal year 24/25 City of Piedmont reported total costs for MRP 3.0 Implementation.

MRP Permit Provision and Program Area	City of Piedmont Staff Costs	Professional Services/Other Costs*
Program Management	\$39,000	\$151,000
C.2 Municipal Operations	\$40,000	\$7,000
C.3 Development and Green Infrastructure	\$18,000	\$579,000
C.4 Commercial Site Controls	\$3,000	\$6,000
C.5 Illicit Discharge Detection and Elimination	\$12,000	\$6,000
C.6 Construction Site Control	\$9,000	\$16,000
C.7 Public Outreach	\$4,000	\$6,000
C.8 Water Quality Monitoring		\$20,000
C.9 Pesticides Toxicity Control		\$1,000
C.10 Trash Load Reduction and Assessment	\$18,000	\$49,000
C.11 Mercury Controls		\$3,000
C. 12 PCBs Control		\$4,000
C. 15 Exempted Discharges		\$1,000
C. 21 Asset Management	\$1,000	\$20,000
Total Estimated Costs	\$144,000	\$869,000

* Includes clean water consultants, engineering firms, and contractors for capital projects and asset management.

Implementation costs include the services of independent contractors who the City has utilized to support MRP compliance since 2017. The previous three-year contract had a total not-to-exceed amount of \$596,725 and expired on February 6, 2026. In anticipation of expiration, Staff commenced a competitive solicitation process on January 8, 2026.

DISCUSSION

In accordance with City ordinances and the Public Contract Code, the City issued a Request for Qualifications (RFQ), soliciting responses from environmental engineering firms with Municipal Regional Permit (MRP) 3.0 implementation experience. The City received responses from three firms and conducted follow-up meetings to further evaluate each firm's experience and proposed approach to the City's program scope. Based on these discussions, the two firms with the most relevant experience

were invited to submit fee estimates aligned with the scope outlined in the RFQ. The submitted fee estimates ranged from approximately \$150,000 to \$235,000.

Of the two firms, EOA, Inc. (EOA) submitted a more comprehensive RFQ response with a plethora of local experience providing similar services to Alameda County municipalities. In addition, they submitted the lower fee estimate, which has been reviewed and confirmed to be mathematically accurate. EOA is based in the East Bay and brings extensive experience supporting Bay Area cities and counties in implementing and reporting on all aspects of MRP 3.0, including work with Emeryville, Dublin, and Alameda County. EOA has also served as a consultant to the ACCWP since the early 1990s and has developed key guidance documents, outreach materials, data tracking tools, and reporting templates that the City already utilizes to meet MRP requirements.

Based on EOA's demonstrated expertise, familiarity with regional requirements, and local presence, staff recommend awarding the Professional Clean Water Program and Municipal Regional Permit Compliance Services agreement to EOA, Inc.

The proposed contract with EOA provides for a one-year term in the amount of \$157,600, with the option to renew for two additional one-year periods, providing a total not-to-exceed contract amount of \$472,800 in the event the contract is renewed twice.

REVIEW BY CITY ATTORNEY:

The proposed Contract have been reviewed and approved by the City Attorney.

CONCLUSION, COUNCIL ACTION AND NEXT STEPS:

The City consistently works with ACCWP and consultants to meet the requirements of the MRP. As the previous contract has expired in February 2026, the recommended Contract allows the City to continue to meet its obligations under the MRP 3.0 with the expertise of professional services of EOA.

FISCAL IMPACT

The budget for professional clean water program and municipal regional permit compliance services is included in the FY 2025-26 operating budget for Public Works under Sewer. The contract with EOA Inc is \$157,600 for the initial one-year term effective May 1, 2026. Per contract provisions, the agreement will be for one year and the City and Contractor have the option to annually renew this Agreement for up to two (2) additional one-year periods by mutual agreement, each for \$157,600.

ATTACHMENTS

	<u>Pages</u>
A	4-12 Consultant Agreement

By: Daniel Gonzales, Public Works Director
Deniz Ergun, Sustainability Program Manager

CONSULTANT AGREEMENT

This Contract made May 1, 2026 ("Effective Date"), between the City of Piedmont, California, a municipal corporation, 120 Vista Avenue, Piedmont, California 94611, ("City") and EOA Inc., a S-Corporation of California, 3214 College Ave., Berkeley, CA 94705 ("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, for planning, implementing, and reporting on the City's Municipal Regional Permit.

4. Compensation

- a. City will pay the Independent Contractor \$157,600 for one (1) year of services under this Contract, for a total not to exceed amount of \$472,800 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 be for a period of one (1) year from the Effective Date. The City and the Contractor may renew this Agreement for up to two (2) additional one-year periods by mutual written agreement between the parties.

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 3214 College Ave., Berkeley, CA 94705 , 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.

22. Exhibits

A. EOA Budget and Task List for the City of Piedmont Municipal Regional Permit Planning and Implementation Services

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

CITY OF PIEDMONT:

EOA, Inc.:

By: _____
Rosanna Bayon Moore
City Administrator

By: _____
Kristin Kerr, P.E.
Vice President - Administration

Attest:

Anna Brown, City Clerk

Approved as to form and legality:

Deepa Sharma, City Attorney

Exhibit A**City of Piedmont Municipal Regional Permit Planning and Implementation Services SOQ
EOA Estimated Budget**

Budgets for tasks described in the SOQ are summarized in the table below. The work will be conducted on a time-and-materials basis according to the attached EOA 2026 Fee Schedule. EOA will issue a new Fee Schedule at the beginning of each calendar year. The budgets include an allowance for expected incidental expenses in accordance with the rate schedule. The budgets below are planning level estimates and should be updated upon meeting with City staff, developing detailed scopes of work, and reviewing available documents/materials.

	Estimated Budget			
Task	Year 1	Year 2	Year 3	Assumptions
Task 1 – Program and Project Management				
Task 1.1 MRP Implementation & Oversight	\$3,600	\$3,700	\$3,800	Email correspondence and administrative tasks
Task 1.2 Project Coordination	\$9,400	\$9,700	\$9,900	Monthly meetings (12 virtual meetings per year)
Task 1.3 Known Projects for 2026				
Update 4 Enforcement Response Plans	\$9,300	--	--	Year 1 Provide draft and final ERPs
Climate Change Adaptation Report	\$1,800	--	--	Regional Report being prepared through BAMSC
MS4 Mapping Updates	\$6,500	\$6,700	\$6,800	- Provide draft and final Plan in Year 1 - Assist with updating MS4 components in GIS in Year 2 and 3
TASK 1 SUBTOTAL	\$30,600	\$20,100	\$20,500	
Task 2 Ongoing Implementation Support				
Task 2.1 Support ACCWP Participation	\$9,300	\$9,500	\$9,800	Assume attending 3 subcommittees with quarterly meetings (up to 12 meetings)
Task 2.2 Training, as requested	\$10,000	\$10,300	\$10,500	Training may be in the form of a guidance memo, materials for review, virtual training or in-person training, as directed by City staff within available budget
Task 2.3 C.3 New and Re-Development				
Review C.3.b Regulated Projects	\$9,900	\$10,200	\$10,400	2 reviews per year
C.3.h O&M inspections	\$5,200	\$5,400	\$5,500	3 projects inspected per year
Support C3j GI planning & implementation	\$8,900	\$8,900	\$8,900	- Memo with suggested updates to municipal plans, policies, ordinances and procedures in Year 1 - Possible tasks in Year 2 and 3 include assisting with implementation of MRP 4 changes and identifying potential GSI locations
Task 2.4 C.4 Industrial/Commercial Site Controls	\$4,500	\$4,600	\$4,700	- Update Business Inspection Plan (BIP) - Conduct 4 stormwater inspections
Task 2.5 C.6 Construction Site Control	\$11,600	\$11,900	\$12,200	Monthly inspections during wet season (Oct – April) at 2 sites (up to 14 inspections)
Task 2.6 C.10 Trash Load Reduction Plan	\$26,400	\$27,100	\$27,800	1 day for OVTAs, 3x FY (up to 3 days) - Inspect 4 PLDAs
Task 2.7 C.20 Cost Reporting	\$3,300	\$3,400	\$3,500	Provide assistance completing the ACCWP cost reporting Excel Workbook
Task 2.8 C.21 Asset Management Plan	\$12,200	\$10,000	\$10,300	8 condition assessments in Year 1 - Update Plan in Year 1 - Update assets and condition in Year 2 and 3



Task	Estimated Budget			Assumptions
	Year 1	Year 2	Year 3	
Task 2.9 Emerging Projects/Ongoing Assistance	\$8,000	\$18,000	\$14,900	Assistance on an on-call basis, as directed by City staff within available budget. In Year 2 and 3 assistance may be tasks related to new requirements in MRP 4.0.
TASK 2 SUBTOTAL	\$109,300	\$119,300	\$118,500	
Task 3 C.22 MRP Annual Reporting				
Prepare Annual Report	\$17,700	\$18,200	\$18,600	• Estimate for one Fiscal Year (FY) • Prepare draft and final Annual Report
TOTAL	\$157,600	\$157,600	\$157,600	