

### CITY COUNCIL AGENDA REPORT

April 20, 2021 Engineering

TITLE: APPROVE PLANS AND SPECIFICATIONS, REVIEW BIDS, AND AWARD A CONSTRUCTION CONTRACT TO GRADETECH, INC. IN THE AMOUNT OF \$2,582,986.56 FOR THE DOWNTOWN TRANSPORTATION CORRIDOR PARKING LOT PROJECT, CIP NO. 17448; AND AUTHORIZE CONTRACT AMENDMENT NO. 3 TO HMH ENGINEERS FOR \$51,500 FOR CONSTRUCTION SUPPORT AND ADDITIONAL DESIGN SERVICES; AND AWARD A PROFESSIONAL SERVICES AGREEMENT TO PAKPOUR CONSULTING GROUP, INC. FOR THE NOT-TO-EXCEED AMOUNT OF \$175,000 FOR CONSTRUCTION SUPPORT SERVICES

### **SUMMARY**

The Downtown Transportation Corridor Parking Lot Project will replace the existing 60 stall gravel parking lot in the transportation corridor between Bernal Avenue and Abbie Street with a 139-stall paved parking lot and a ten-foot-wide multiuse concrete path. The project will include a decorative retaining wall, sidewalks, lighting, and landscaping. In addition, the project will involve renovations to the Centennial Tower Plaza including salvaging and re-using the commemorative bricks, rebuilding the plaza, and replacing the lighting and site furnishings. The project was competitively bid with seven bidders submitting bids. The lowest responsive and responsible bid was from GradeTech, Inc. in the amount of \$2,582,986.56. Staff recommends award of the construction contract to the low bidder. Staff also recommends approval of contract Amendment No. 3 with HMH Engineers for construction support and additional design services in the amount of \$51,500 and the award of a contract to Pakpour Consulting Group Inc. for construction support services in the amount of \$175,000.

### RECOMMENDATION

- 1. Approve plans and specifications review the bids and award the construction contract for the project to GradeTech, Inc. of Castro Valley, CA, for the low bid amount of \$2,582,986.56.
- 2. Authorize the City Manager to enter into the construction contract.
- 3. Authorize the Director of Engineering to approve and execute contract change order(s) for a contingency amount not-to-exceed \$329,152 (approximately 13 percent of the contract) for unforeseen yet necessary related work.
- 4. Authorize the City Manager to enter into contract Amendment No. 3 with HMH Engineers in the not-to-exceed amount of \$51,500 for construction support and additional design services (increasing the contract amount from \$225,000 to \$276,500).

- 5. Authorize the City Manager to enter into the professional services agreement with Pakpour Consulting Group, Inc. to provide construction support services in the not-to-exceed amount of \$175,000.
- 6. Approve a Task Authorization under the City's existing on-call contract with ENGEO to provide geotechnical services during construction for a not-to-exceed amount of \$65,281.
- 7. Transfer \$145,000 from the Centennial Tower Plaza Renovation Project, CIP No. 20770, to the Transportation Corridor Parking Lot Project, CIP No. 17448.
- 8. Allocate \$100,000 from the Urban Forestry Fund (Fund 129) to the Transportation Corridor Parking Lot Project, CIP No. 17448.

### FINANCIAL STATEMENT

The anticipated total expenditure for this project is \$3,445,000 for the design, construction award, contingency, support services and other miscellaneous costs. A total of \$3,200,000 is budgeted in the Capital Improvement Program, leaving a project shortfall of \$245,000. Staff recommends the transfer of \$145,000 from Centennial Tower Plaza Renovation Project, CIP No. 20770, and an allocation of \$100,000 from the Urban Forestry Fund to cover the project shortfall. The funding and anticipated project expenditures are detailed in Attachment 1.

### **BACKGROUND**

There are two components to this project: the first component is expansion of the transportation corridor parking lot; and the second component is renovation of the Centennial Tower Plaza.

### Transportation Corridor Parking Lot

The first component includes expansion of the existing parking lot in the transportation corridor located one-half block east of Main Street between Bernal Avenue and Abbie Street. The existing parking lot provides 60 diagonal parking spaces on a stabilized gravel surface with a one-way drive aisle. The new, expanded parking lot will closely follow the design of the Firehouse Arts Center's parking lot which has a two-way drive aisle, a 90-degree parking configuration on each side, a shared walking and bicycle path, and landscaping. This project will include a decorative retaining wall, site lighting, a multi-use path (shared bike/pedestrian), electric vehicle charging stations, drainage improvements, stormwater quality treatment, curb, gutter, asphalt pavement and striping. The proposed project will provide an additional 79 parking spaces in the lot, bringing the total number of parking spaces to 139.

In 2002, the City adopted the Master Plan for the Downtown Parks and Trails System. The Master Plan indicated the Alameda County Transportation Corridor, which was old unused railroad right-of-way owned by Alameda County, could be used to create parking for downtown as well as support bicyclist, pedestrian, joggers, equestrian, and other non-motorized vehicle use. The master plan acknowledges the corridor in downtown Pleasanton as "a key link in the area-wide regional trail system envisioned by the East Bay Regional Park District."

In 2008, the City purchased the Alameda County Transportation Corridor between Bernal Avenue and Stanley Boulevard with the goal of expanding downtown parking

opportunities by creating an estimated additional 429 parking spaces within the corridor, as well as continuing the regional trails system through downtown Pleasanton.

In 2009, City Council adopted the City of Pleasanton's General Plan 2005-2025 which identified and provided guidance on parking-related issues within downtown Pleasanton.

In 2011, the first parking lot project, in the corridor between Neal Street and Spring Street, was completed as part of the Firehouse Arts Center construction project. This project created 91 parking spaces and constructed a multiuse trail in the corridor segment.

In April 2017, City Council approved the Downtown Parking Strategy and Implementation Plans prepared by Fehr & Peers and adopted a resolution approving the documents. These plans identified the project between Bernal Avenue and Abbie Street as the number one priority (under "Top-Ten Strategies") for implementation.

In June 2017, City Council approved the Capital Improvement Program (CIP) for Fiscal Year 2017/18 through 2020/21 which included \$2.2 million in funding for the project between Bernal Avenue and Abbie Street in response to the adoption of City Council's Workplan priority to "expand and improve parking downtown." An additional \$1 million was allocated to the project during the CIP Fiscal Year 2018/19 mid-term update.

In 2018, City Council awarded a contract to HMH Engineers (HMH) to design the expansion of the existing parking lot in the corridor between Bernal Avenue and Abbie Street.

On February 25, 2019, the 65 percent complete engineering plans, along with the color renderings, showing the project with new the parking arrangement were presented to the Bicycle, Pedestrian, and Trail Committee (BPTC) for their review and recommendation. The Committee raised concerns that the planned walkway/trail was not wide enough to accommodate both cyclists and pedestrians. Further, they suggested that the proposed plan was too focused on increasing parking in the corridor and did not adequately address cycling and pedestrian needs. By motion and vote, the BPTC recommendation to City Council was that the parking lot be redesigned to more equally consider both parking and bicycle/pedestrian use. Although not in the motion, one of the committee members discussed widening the area available for trail use by creating parallel parking stalls on the west side and keeping the 90-degree parking stalls on the east side only.

On March 14, 2019, the same 65 percent complete engineering plans and color renderings were presented to the Parks and Recreation Commission (PRC) for their review and recommendation. The Commission stated their desire for additional electric vehicle charging stations or, at the least, conduit for future installations. The Commission also indicated that the installed conduit could be used for security or other technologies that may be needed in the future. The Commission understood the BPTC concerns, and while they did not make a motion to request the plans be changed, they

did recommend that other options be explored to increase the trail width, including the BPTC option with parallel parking on the west side.

On June 18, 2019, the 65 percent complete engineering plans and the color renderings were presented to the City Council, along with the recommendations of the BPTC and PRC. The agenda item recommended that the City Council review the plans and renderings and provide direction whether the recommendations of the commissions be incorporated into the final plans. The City Council approved design of the project and directed staff to make design adjustments as feasible to achieve a trail width of at least nine feet clear at all locations on the trail, provided the design adjustments do not result in a loss of more than 10 percent of the additional 81 parking spaces the project was designed to gain.

### Centennial Tower Plaza

The second component of the project is the renovation of the Centennial Tower Plaza. The plaza and towers were installed in Civic Park in 1994 in commemoration of the City of Pleasanton's 100-year anniversary. The soil supporting the plaza settled over time, creating an uneven surface causing water to pond. The uneven surface resulted in accessibility issues, and the ponding water eventually impacted the in-ground up lighting of the tower art piece.

The Centennial Tower Plaza renovation consists of the removal and replacement of the plaza flatwork, lighting, and site furnishings. The engraved centennial bricks will be removed, cleaned, and put back in place with a new concrete base to prevent further settling. The Centennial Tower artwork will remain.

The project was funded in the FY 2019/20 Capital Improvement Program. To attract interested bidders, save costs and promote a timely construction, the Centennial Tower Plaza renovation is included under the Transportation Corridor Parking Lot Project since the plaza is located adjacent the transportation corridor parking lot, and pedestrian access to the tower will be improved.

### DISCUSSION

### Transportation Corridor Parking Lot

The project will meet the design goal of closely matching the elements of the Firehouse Arts Center. However, the design will not be identical due to the corridor right-of-way being 25 feet narrower between Bernal Avenue and Abbie Street compared to the right-of-way width adjacent to the Firehouse Arts Center. In addition, the elevation difference across the width of the corridor between Bernal Avenue and Abbie Street is up to four feet in some locations, compared to the relatively flat grade across the corridor at the Firehouse Art Center. The corridor between Bernal Avenue and Abbie Street is also constrained by improvements on the adjacent private properties varying in elevation and constructed in close proximity to the right of way property line. (In a couple of locations, the private improvements actually encroachment into the corridor right-of-way.) Finally, a Kinder Morgan gas pipeline runs in an easement along the length of the east edge of the proposed parking lot, limiting the grading and other improvements that can be made on the east side of the corridor. While the proposed project matches the features of the Fire Art Center, a retaining wall must be constructed along more than half the length of

the project in order for the new improvements to match the private property elevations on each side of the corridor. The concrete multi-use path must be placed on the west side of the parking area due to the gas line not allowing re-grading of the east side. However, the path on the west side does allow it to flow nicely into Centennial Park at the south end of the corridor. See Attachment No. 2 for an illustration of the proposed project.

The project will create a total of 139 parking stalls, increasing the number of stalls by 79 above the existing 60. The work will be completed in two phases to maintain as much parking as possible during construction. The first phase of the project will construct the western side, which includes the retaining wall, multi-use trail, and Centennial Tower improvements. During this phase, there will be at least 36 of the existing 60 parking spaces available for the public to use. The second phase will involve construction of the east side. During phase two, it is expected that at least 23 parking spaces will be available for use. Finally, the entire width of the parking lot area will be paved and striped for parking. Unfortunately, no parking can be accommodated during this portion of the work, but this work will only take a few days toward the end of the project.

In response to City Council's direction to widen the trail to at least nine feet in all locations, City staff worked with the adjacent property owners who agreed to allow some grading and re-landscaping of their property, which is outside the corridor's property boundaries. All property owners were accommodating, which in the final design allows the project to create at least a ten-foot-wide concrete walkway with a one-foot-wide decomposed granite buffer along the retaining wall and at least a two-foot landscape buffer along the west property line. The two-foot landscape buffer provides a visual barrier between the private properties while addressing the grade differences between the corridor and the adjacent properties. The design adjustments, or redesign of the parking lot, created a loss of two parking spaces compared to the prior design, reducing the total new parking spaces to 79. The new design exceeds City Council's direction to widen the trail to at least nine feet while only sacrificing two parking spaces of the allowed 10 percent, or eight parking spaces.

While it was a challenge to alter the design in order to provide the trail dimensions that were ultimately accomplished, the project benefits significantly. Since the project now involves work on private property to transition elevation differences instead of trying to accomplish the transitions all within the public right of way, the improvements when constructed will blend much better and be more attractive along the corridor edges. Easements or right-of-entry permits have been obtained from all adjacent properties where necessary to construct the proposed improvements.

### Bids

The project was advertised for construction bids in early February 2021. Sealed bids for this project were opened on March 18, 2021. Seven contractors submitted bids, ranging from the low bid amount of \$2,582,986.56 to a high of \$3,318,876. The low bid amount is approximately 3 percent higher than the Engineer's Estimate of \$2,503,800 (see Attachment 3). There were mathematical errors found on the bid proposal submitted by the apparent third lowest bidder, Redgwick Construction. These errors were corrected in accordance with the method specified in bid documents, and correction did not change the order of the bids. Work performed by GradeTech, Inc. was verified to be satisfactory. Staff recommends award of the construction contract to the lowest bidder, GradeTech, Inc. in the amount of \$2,582,986.56.

### Consultant/Specialty Services

HMH Amendment No. 3

HMH's previous agreements with the City did not include construction support services. During construction of the project, HMH services are required to respond to requests for information and clarification from the contractor, review the contractor submittals for specialty components such as the structural retaining wall, storm water treatment cells, electrical systems, and other technical design support as may be necessary. An amendment to their current contract with the City is needed for these services. In addition, Amendment No. 3 includes additional design services to develop a storm water pollution control plan, update illustrative exhibits and provide additional design services as requested by the City. The scope of services and fee proposal for HMH is presented in Attachment 4.

### Pakpour Consulting Group, Inc.

The construction of this project will require a dedicated construction manager to coordinate with the affected businesses, designer, and contractor to reduce the impacts to the community while delivering the project under an aggressive schedule. Staff recommends utilizing Steven Yee from Pakpour Consulting Group, Inc. Steven Yee recently provided construction oversight and design reviews for MCI/Verizon fiber installation and was previously the Public Works Director for the City of Dublin and, as such, understands the sensitive nature of this project. Pakpour Consulting Group has worked on other similar reconstruction projects within the City's downtown (Annual Water Main Replacement) and exhibits an understanding of the City's standards and expectations. A dedicated City inspector will be working with Steven Yee to provide the necessary resources for this project. Staff recommends awarding the construction management services contract as presented in Attachment 5 to Pakpour Consulting Group, Inc. for the not-to-exceed amount of \$175,000.

### **ENGEO**

Specialty inspection, geotechnical observation and testing services are required for the structural retaining wall, roadwork and utility trench backfill. Staff recommends approval of a task authorization for \$65,281 with ENGEO, under the City's current on-call contract. The scope of services and fee proposal for ENGEO is presented in Attachment 6.

### Budget

The anticipated total expenditure for this project is \$3,445,000 for the design, construction award, contingency, support services and other miscellaneous costs. A total of \$3,200,000 is budgeted in the Capital Improvement Program, leaving a project shortfall of \$245,000. Staff recommends the transfer of \$145,000 from the Centennial Tower Plaza Renovation Project, CIP No. 20770, to cover the construction expenditures associated with the Centennial Tower Plaza. The project design included the use of Silvia Cells, a newer technology that provides an area under pavement or other hardscape for tree root growth. The Silvia Cells satisfy the stormwater quality requirements associated with the construction of additional impervious area, and they will also promote healthier and larger tree growth. Staff recommends an allocation of \$100,000 from the Urban Forestry Fund to cover the additional expenditure to utilize the Silvia Cells. The funding and anticipated project expenditures are detailed in Attachment 1.

Staff recommends that the contingency amount for this project be set at approximately 13 percent of the construction contract for the potential expansion of the project scope, which may occur due to differing site conditions that could be encountered, which is of particular concern when working within an old railroad corridor.

### Schedule

The construction of the parking lot will be constructed into two phases to minimize impacts to parking spaces during construction. The first phase of construction is anticipated to start in June 2021 and will include the key construction components of the project on the western half of the parking lot. This will include demolition, heavy earth work, retaining wall and railing, structural soil cell, lighting, multi-used concrete paved pathway, underground utilities, drainage, parking lot paving, and irrigation. The first phase is anticipated to be completed before the Thanksgiving holiday. The second phase of construction will reconstruct the existing parking lot and is anticipated to be completed by March 2022.

The proposed schedule for the project is as follows:

Approval of Plans and Specifications and Award of Contract:

Start of Construction:

End of Construction:

April 20, 2021 June 1, 2021 March 15, 2022

### Conclusion

Staff recommends City Council approve the plans and specifications, review the bids, and award the construction contract to low bidder GradeTech, Inc. Staff recommends that the City Council authorize the City Manager to execute the contract with GradeTech, Inc., and authorize the Director of Engineering to negotiate and approve change orders up to approximately 13 percent of the construction bid, should they be found necessary. Staff also recommends City Council approve Amendment No. 3 to the contract with HMH for construction support and additional design services, and award a contract to Pakpour Consulting Group, Inc. for construction management services. Staff recommends City Council to authorize a task authorization to ENGEO under the existing on-call contract for specialty inspection, geotechnical observation, and testing services as required during construction. Finally, staff recommends City Council make

the two budget allocations needed to complete the funding necessary to construct the project.

Submitted by:

Stephen Kirkpatrick Director of Engineering Fiscal Review:

Tina Olson

Approved by:

Nelson Fialho Director of Finance City Manager

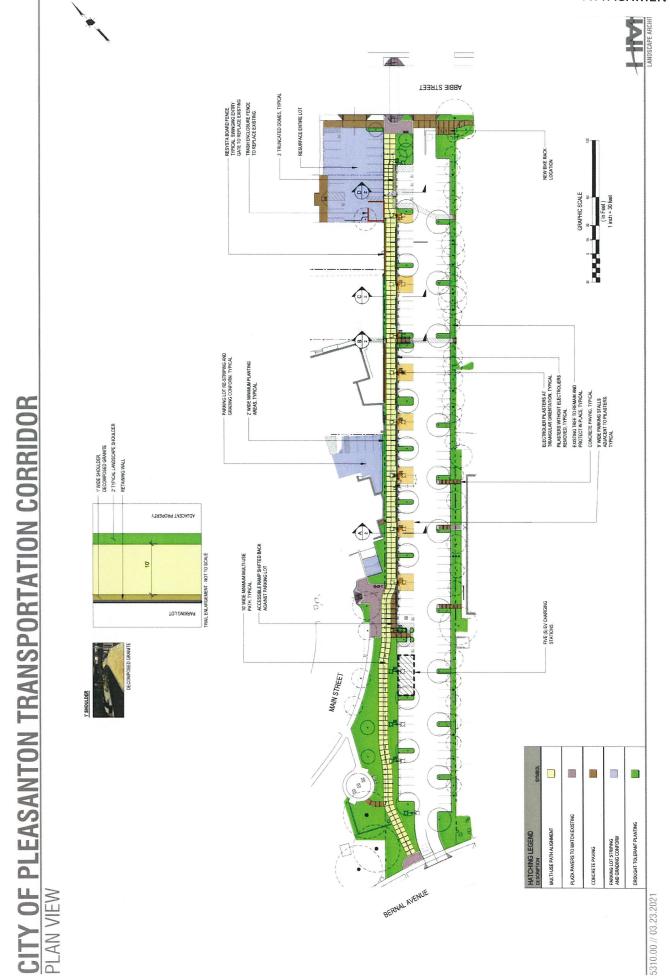
### Attachments:

- 1. Funding and Estimated Expenditure Summary
- 2. Parking Lot Layout/Rendering Exhibit
- 3. Bid Summary
- 4. Amendment No. 3 to the Professional Services Agreement with HMH
- 5. Professional Services Agreement with Pakpour Consulting Group
- 6. Geotechnical Service Proposal from ENGEO

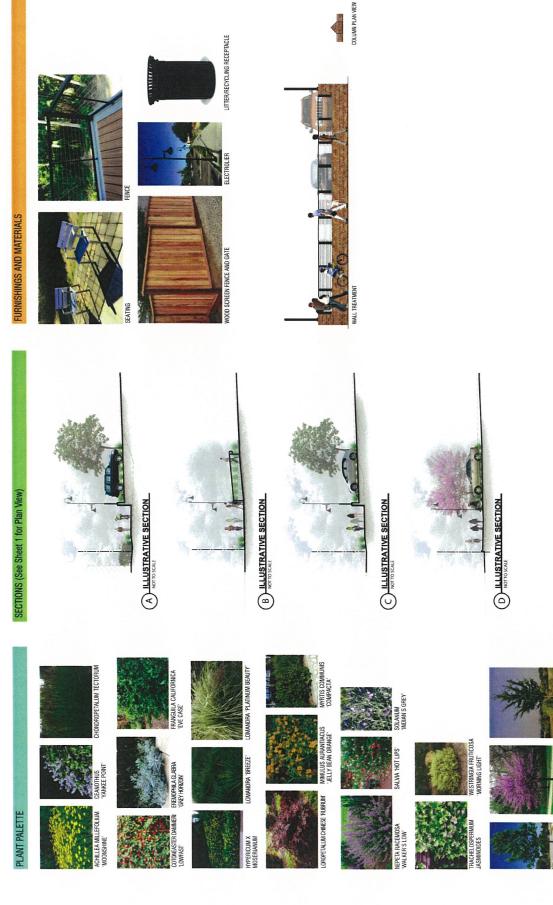
# DOWNTOWN TRANSPORATION CORRIDOR PARKING LOT PROJECT CIP NO. 17448

04/20/21

Project Funding to Date	<b>Amount</b>	<b>Totals</b>
2017-18 CIP Allocation (Fund 201)	\$200,000	
2018-19 CIP Allocation (Fund 201)	2,000,000	•
2019-20 CIP Allocation (Fund 201)	1,000,000	
TOTAL PROJECT FUNDING		\$3,200,000
Project Expenditures to Date		
Advertising	\$215	
HMH Engineering - Contract & Amendment No. 1-2	216,662	
Alexander & Associates	9,835	
Mr. Russell J. Leonardini	30	
Total Project Expenditures to Date	\$226,741	٠
Anticipated Project Expenditures		
GradeTech, Inc Construction Contract	\$2,582,987	
GradeTech, Inc Contingency (Approximately 13%)	329,152	-
HMH Engineering - Amendment No.2 (Remaining Balance)	8,338	
HMH Engineering - Amendment No.3	51,500	
Pakpour Consulting Group, Inc Support Services	175,000	
Engeo Geotechnical Services (On-Call Contract)	65,281	
PG&E Service Connection	5,000	
Miscellaneous Supplies	1,000	
Total Anticipated Project Expenditures	\$3,218,258	
TOTAL ESTIMATED PROJECT EXPENDITURES		\$3,445,000
Funding Balance/ (Shortfall)		
Current (Shortfall)		(245,000)
Available Funding to Cover Shortfall		-
Transfer - Centennial Tower Plaza Renovation, CIP No. 20770	\$145,000	
Allocate - Urban Forestry Fund (Fund 129)	100,000	
		\$245,000



# CITY OF PLEASANTON TRANSPORTATION CORRIDOR CONCEPT BOARD



Legend/Note:

Corrected Amount

Non-responsive. Bid item Omit

wner: City of Pleasanton					_					
Opening: 03/18/21			#4		#5		#6		#7	
			Teichert Construct	ion	Graniterock		OC Jones & Son		Galeb Paving	
Items										
n#   Item Description	Quantity	Unit of Measure		Item Total	Unit Price	Item Total		Item Total	Unit Price	Item To
Mobilization     Lines and Grades and Construction Staking	1 1	LS LS	\$130,000.00 \$39,520.00	\$130,000.00 \$39,520.00	\$175,000.00 \$25,300.00	\$175,000.00 \$25,300.00	\$322,000.00 \$35,000.00	\$322,000.00 \$35,000.00	\$391,800.00 \$14,000.00	\$391,800. \$14,000.
3 Clearing and grubbing	1	LS	\$32,000.00	\$32,000.00	\$225,000.00	\$225,000.00	\$90,000.00	\$90,000.00	\$190,575.00	\$190,575
4 Traffic Control and Construction Area Signs 5 Storm Water Pollution Prevention Plan	1	LS LS	\$41,500.00 \$52,000.00	\$41,500.00 \$52,000.00	\$50,000.00 \$100,000.00	\$50,000.00 \$100,000.00		\$50,000.00 \$130,000.00		\$27,020 \$18,000
6 Abandon Culvert	150	LF	\$75.00	\$11,250.00	\$82.00	\$12,300.00	\$36.00	\$5,400.00	\$31.20	\$4,680
7 Roadway Excavation & Grading 8 Borrow-Import	375	LS CY	\$213,200.00 \$87.00	\$213,200.00 \$32,625.00	\$85,000.00 \$45.00	\$85,000.00 \$16,875.00		\$230,000.00 \$1,125.00	\$108.00	£40.500
9 Class 2 Aggregate Base	560	Tons	\$65.00	\$36,400.00		\$56,000.00	\$75.00	\$42,000.00	\$108.00	\$40,500 \$57,904
10 HMA (Type A) 11 Construct PCC Sidewalk /Walkway	1,100	Tons	\$147.00	\$161,700.00		\$187,000.00	\$135.00	\$148,500.00	\$114.70	\$126,170
12 Construct 1' Decomposed Granite Shoulder	10,100	SF SF	\$11.00 \$10.00	\$111,100.00 \$4,200.00	\$15.00 \$20.00	\$151,500.00 \$8,400.00	\$13.50 \$32.00	\$136,350.00 \$13,440.00	\$24.85 \$9.80	\$250,985 \$4,116
13 Construct Type A Curb & Gutter	260	LF LF	\$30.00	\$7,800.00	\$30.00	\$7,800.00	\$43.00	\$11,180.00	\$42.90	\$11,154
14   Construct Spill Curb & Gutter 15   Construct Valley Gutter	630 450	LF LF	\$25.50 \$29.50	\$16,065.00 \$13,275.00	\$35.00 \$40.00	\$22,050.00 \$18,000.00	\$62.00 \$42.00	\$39,060.00 \$18,900.00	\$38.45 \$42.40	\$24,223 \$19,080
16 Construct 6" Vertical Curb (Detail V)	350	LF	\$51.00	\$17,850.00	\$55.00	\$19,250.00	\$45.00	\$15,750.00	\$50.00	\$17,500
17   Construct 6" Vertical Curb (Details O, Q & R)  18   Construct 6" Mountable Curb	1,140	LF LF	\$30.00 \$59.00	\$34,200.00 \$590.00	\$32.00 \$60.00	\$36,480.00 \$600.00	\$34.00 \$75.00	\$38,760.00 \$750.00	\$28.20 \$58.00	\$32,148 \$580
19 Construct Depressed Curb	460	LF	\$19.50	\$8,970.00	\$25.00	\$11,500.00	\$30.00	\$13,800.00	\$19.00	\$8,740
20   Construct Case A Curb Ramp 21   Construct Type A Driveway	1,020	EA SF	\$3,000.00 \$12.00	\$12,000.00 \$12,240.00	\$4,000.00 \$24.00	\$16,000.00 \$24,480.00	\$3,800.00	\$15,200.00		\$11,760
22 Concrete Pavers	1,700	SF	\$11.00	\$18,700.00	\$40.00	\$68,000.00		\$20,400.00 \$62,900.00	\$14.80 \$48.33	\$15,096 \$82,161
23 Stepping Stone	15	EA	\$183.00	\$2,745.00	\$65.00	\$975.00	\$200.00	\$3,000.00	\$244.00	\$3,660
24   Construct Retaining Curb 25   Bar Reinforcing Steel (Retaining Wall)	22,998	LF LB	\$100.00 \$2.00	\$6,000.00 \$45,996.00		\$660.00 \$11,499.00	\$110.00 \$2.00	\$6,600.00 \$45,996.00	\$98.40 \$1.80	\$5,904 \$41,396
26 Structural Concrete (Retaining Wall)	191	CY	\$911.00	\$174,001.00	910	\$173,810.00	\$1,025.00	\$195,775.00	\$895.24	\$170,990
27   Structure Backfill (Retaining Wall) 28   Structure Excavation (Retaining Wall)	272 446	CY CY	\$82.00 \$34.00	\$22,304.00 \$15,164.00	\$150.00 \$65.00	\$40,800.00 \$28,990.00	\$90.00 \$80.00	\$24,480.00 \$35,680.00	\$81.00 \$104.00	\$22,032 \$46,384
29 Cable Railing	410	LF	\$220.00	\$90,200.00	\$220.00	\$90,200.00	\$220.00	\$90,200.00	\$248.15	\$101,741
30 ADA Handrail 31 Detectable Warning Surface	110 375	LF SF	\$145.00 \$49.00	\$15,950.00 \$18,375.00	\$145.00 \$50.00	\$15,950.00 \$18,750.00	\$150.00 \$35.00	\$16,500.00 \$13,125.00	\$355.68	\$39,124
32 Wheel Stop	101	EA	\$110.00	\$18,375.00	\$111.00	\$18,750.00	\$100.00	\$13,125.00	\$48.00 \$100.00	\$18,000 \$10,100
33 Extruded Thermoplastic Traffic Stripe – 12" Wide,	130	LF	\$6.00	\$780.00	\$6.00	\$780.00	\$4.00	\$520.00	\$4.00	\$520
34 Extruded Thermoplastic Traffic Stripe – 4" Wide, White 35 Extruded Thermoplastic Traffic Stripe – 4" Wide, Blue	3,150 420	LF LF	\$2.00 \$4.50	\$6,300.00 \$1,890.00		\$6,300.00 \$1,890.00	\$2.00 \$3.00	\$6,300.00 \$1,260.00	\$2.00 \$3.00	\$6,300 \$1,260
36 Extruded Thermoplastic Traffic Stripe – 4" Wide,	50	LF	\$3.00	\$150.00	\$3.00	\$150.00	\$10.00	\$500.00	\$8.00	\$400
37 Pavement Marking (Pre-Formed Thermoplastic), ISA 38 Pavement Marking (Pre-Formed Thermoplastic),	80	SF EA	\$35.00 \$365.00	\$2,800.00 \$730.00	\$35.00 \$370.00	\$2,800.00 \$740.00	\$22.00 \$500.00	\$1,760.00	\$22.00	\$1,760
39 Wood Fence	200	LF	\$228.00	\$45,600.00	\$225.00	\$45,000.00	\$240.00	\$1,000.00 \$48,000.00	\$600.00 \$256.00	\$1,200 \$51,200
40 Wood Fence 4' Swinging Gate	1	EA	\$1,920.00	\$1,920.00	\$1,920.00	\$1,920.00	\$1,200.00	\$1,200.00	\$1,500.00	\$1,500
41 Sliding Gate 42 Topsoil	100	EA CY	\$8,800.00	\$8,800.00 \$9,800.00		\$8,670.00	\$1,500.00 \$75.00	\$1,500.00 \$7,500.00	\$8,000.00 \$66.00	\$8,000 \$6,600
43 Street Tree	25	EA	\$630.00	\$15,750.00	\$750.00	\$18,750.00	\$700.00	\$17,500.00	\$625.00	\$15,625
44 Remove Tree 45 Signage	28 10	EA EA	\$800.00 \$335.00	\$22,400.00 \$3,350.00	\$370.00 \$340.00	\$10,360.00 \$3,400.00	\$900.00 \$350.00	\$25,200.00 \$3,500.00		\$22,120
46 Retaining Wall Architectural Treatment	1,540	SF	\$70.00	\$107,800.00		\$55,440.00	\$42.00	\$64,680.00		\$3,500 \$105,767
47 12" RCP Storm Drain Pipe 48 6" PVC Pipe SDR 35	840 730	LF LF	\$181.00	\$152,040.00		\$178,080.00	\$200.00	\$168,000.00		\$223,608
49  4" Perforated PVC Pipe	480	LF	\$120.00 \$65.00	\$87,600.00 \$31,200.00	\$120.00 \$75.00	\$87,600.00 \$36,000.00	\$82.00 \$200.00	\$59,860.00 \$96,000.00	\$74.10 \$74.50	\$54,093 \$35,760
50 4" PVC Pipe SDR 35	100	LF	\$138.00	\$13,800.00	\$105.00	\$10,500.00	\$75.00	\$7,500.00	\$75.50	\$7,550
51 Area Drain 52 Trench Drain	20 60	ĒA LF	\$1,275.00 \$435.00	\$25,500.00 \$26,100.00	\$340.00 \$265.00	\$6,800.00 \$15,900.00	\$1,000.00 \$175.00	\$20,000.00 \$10,500.00	\$281.00 \$260.00	\$5,620 \$15,600
53 Storm Drain Manhole	5	EA	\$6,400.00	\$32,000.00	\$7,750.00	\$38,750.00	\$6,400.00	\$32,000.00	\$6,000.00	\$30,000
54 Storm Drain Inlet (2'x2') 55 Storm Drain Cleanout	37	EA EA	\$4,925.00 \$1,050.00	\$4,925.00 \$38,850.00	\$3,710.00 \$360.00	\$3,710.00 \$13,320.00	\$5,500.00 \$560.00	\$5,500.00 \$20,720.00	\$3,500.00 \$300.00	\$3,500 \$11,100
56 Structural Soil Cell	1,600	SF	\$105.00	\$168,000.00	\$115.00	\$184,000.00		\$216,000.00	\$89.50	\$143,200
57 Relocate Fire Hydrant	1	EA	\$17,100.00	\$17,100.00	\$8,272.00	\$8,272.00		\$12,000.00	\$14,065.00	\$14,065
58 Install 1.5" Irrigation Service and Meter	1	EA	\$5,500.00	\$5,500.00	\$8,624.00	\$8,624.00		\$4,500.00		\$6,340
59 Modify Existing Electrical Service Connection  60 Lighting Fixture and Pole	1 14	LS EA	\$2,550.00 \$11,000.00	\$2,550.00 \$154,000.00	\$2,500.00 \$11,000.00	\$2,500.00 \$154,000.00		\$3,000.00	\$2,500.00 \$11,000.00	\$2,500 \$154,000
61 CIDH Pile Foundation	5	EA	\$3,500.00	\$17,500.00	\$2,650.00	\$134,000.00	\$3,500.00	\$17,500.00	\$3,500.00	\$154,000
62 Pullbox	18	EA	350.00	\$6,300.00	\$350.00	\$6,300.00		\$6,480.00	\$350.00	\$6,300
63 4" Conduit	80	LF	10.20	\$816.00		\$800.00	\$25.00	\$2,000.00	\$10.00	\$800
64 2" PVC #40 Conduit	3,500	LF	12.00	\$42,000.00	\$12.00	\$42,000.00	\$12.00	\$42,000.00	\$12.00	\$42,000
65 1" PVC #40 Conduit 66 1-1/2" PVC #40 Conduit	150 1,540	LF LF	10.00	\$1,500.00 \$16,940.00		\$1,500.00 \$16,940.00		\$3,000.00		\$1,500
67 #8 Grounding Conductor	1,220	LF	7.00	\$8,540.00		\$8,540.00	\$5.25 \$3.50	\$4,270.00		\$16,940 \$8,540
68 #6 Conductor	2,250	LF	8.00	\$18,000.00		\$18,000.00		\$7,650.00	\$8.00	\$18,000
69 #3 Conductor	2,310	LF	10.00	\$23,100.00	\$10.00	\$23,100.00	\$6.50	\$15,015.00	\$10.00	\$23,100
70 Electric Vehicle Charger Single Output	1	EA	10,000.00	\$10,000.00		\$10,000.00		\$10,000.00		\$10,000
71 Electric Vehicle Charger Dual Output 72 Bench	3	EA EA	14,000.00 3,900.00	\$28,000.00 \$11,700.00		\$28,000.00 \$10,110.00		\$30,000.00		\$28,000
73 Trash Receptacle	1	EA	1,600.00	\$1,600.00		\$1,860.00		\$1,100.00		\$11,550 \$1,500
74 Planting (1 Gallon)	1,815	EA	11.00	\$19,965.00		\$54,450.00		\$32,670.00		\$32,670
75 Planting (5 Gallon)	160	EA	25.00	\$4,000.00	\$50.00	\$8,000.00	\$31.00	\$4,960.00	\$31.00	\$4,960
76 Mulching	1	LS	16,000.00	\$16,000.00		\$20,400.00		\$8,000.00		\$8,100
77 Maintenance Period (90 days) 78 Irrigation	1	LS LS	12,000.00 119,500.00	\$12,000.00 \$119,500.00	\$2,000.00 \$132,000.00	\$2,000.00		\$3,000.00		\$3,000
79 Irrigation Backflow Preventer	1	EA	5,050.00	\$5,050.00		\$1,800.00		\$4,100.00		\$88,848
80 Irrigation Controller	1	EA	23,000.00	\$23,000.00		\$25,000.00		\$25,000.00		\$27,470
81 Irrigation Sleeve	33	EA	300.00	\$9,900.00	\$30.00	\$990.00		\$21,450.00		\$16,500
82 Knockdown Bollard	2	EA	1,200.00	\$2,400.00		\$4,200.00		\$3,800.00	\$1,720.00	\$3,440
83 Bicycle Rack	5	EA	800.00	\$4,000.00		\$7,850.00		\$2,625.00		\$3,85
84 Bicycle Fix-It Station 85 Parking Lot Signs	7	EA EA	3,800.00	\$3,800.00		\$2,950.00		\$2,100.00		\$2,220
86 Relocate Elk Sculpture	2	EA	335.00 5,500.00	\$2,345.00		\$2,380.00		\$2,450.00		\$2,450 \$5,160
87 234 Main Street Door Modification	1	EA	4,300.00	\$4,300.00		\$5,000.00		\$4,500.00		\$6,500
88 City Standard Project Identification Signage	2	EA	1,250.00	\$2,500.00		\$5,200.00		\$3,400.00		\$4,000
89 Centennial Towers Plaza Renovation	1	LS	55,000.00	\$55,000.00		\$80,000.00		\$80,000.00	\$86,300.00	\$86,300
TOTAL:	1			\$2,877,021.00	1	\$3,206,256.00		\$3,318,876.00	ıl .	\$3,225,51

### THIRD AMENDMENT TO AGREEMENT

This Third Amendment to Agreement ("Third Amendment") is entered into the 20<sup>th</sup> day of April 2021 by the City of Pleasanton ("City") and HMH ("Consultant").

Whereas, on February 6, 2018, the City and Consultant entered into an Agreement for Professional Services "Agreement" (Agreement 2018453) where Consultant is providing professional engineering and design services for the Downtown Transportation Corridor Parking Lot Improvements project, CIP No. 17448; and

Whereas, on February 6, 2018, the City and Consultant entered into a First Amendment to the Agreement for Professional Services to update the 75% design to incorporate City Council direction for the project and develop landscape maintenance agreements for the not-to-exceed amount of \$28,000; and

Whereas, on January 1, 2020, the City and Consultant entered into a Second Amendment to the Agreement for Professional Services to extend the term of the Agreement to December 31, 2021; and

Whereas, the Consultant's assistance is required to provide design services during construction to respond to request for information from the contractor, review contractor submittals as required, and attend meetings;

Whereas, the parties desire to amend to the Agreement to add additional compensation for such additional services.

Now, therefore, in exchange for valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

- 1. Section 1, Consultant's Services, of the Agreement is amended to expand the scope of services to include additional engineering services and design services during construction to respond to request for information from contractor, review contractor submittals as required, and attend meeting as attached here in as Exhibit 1.
- 2. Section 4, Term, of the Agreement shall be extended and completed by December 31,2022.
- 3. Section 5, Compensation, of the Agreement shall be increased to Two Hundred and Seventy-Six Thousand and Five Hundred Dollars (\$276,500). [Additional design engineering services and design engineering support services during construction, an additional \$51,500].
- 4. All other terms and conditions of the Agreement shall remain in full force and effect.
- 5. This Third Amendment may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with U.S. federal E-Sign Act of 2000 (15 U.S. Code §7001 et seq.), California Uniform Electronic Transactions Act (Cal. Civil Code §1633.1 et seq.), or other applicable law) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

### **ATTACHMENT 4**

In witness whereof, authorized representatives of the parties have executed this First Amendment to the Agreement as of the date and year first above written.

CITY OF PLEASANTON	CONSULTANT – HMH	
Nelson Fialho, City Manager	By: Signature	
	Print name	
ATTEST:	Title:	
Karen Diaz, City Clerk	[If Consultant is a corporation, signatures must conwith California Corporations Code §313]	nply
APPROVED AS TO FORM:	By: Signature	
Daniel Sodergren, City Attorney	Print name	
	Title:	



March 19, 2021 Job No. 5310.00

Huy Ho, PE City of Pleasanton 200 Old Bernal Ave Pleasanton, CA 94566

Re: Transi

Transportation Corridor - CIP 17448

Dear Huy:

As we have discussed, HMH proposes to provide the following additional services for your project:

### 108 Quality Control / Quality Assurance (100%-Rev2)

\$2,000

Conduct an internal quality assurance review of the plans, specifications, and estimates prior to the revised 100% submittal to the City.

### 175 PS&E Updates (100%-Rev2)

\$9,000

Update draft PS&E drawings to accommodate the redesign of cross sections and details based on direction to remove references to pulverizing the existing pavement. Updates also include modifications to the perimeter of 234 Main Street. Plan updates are based on City markup received December 9, 2020, and email regarding 234 Main Street received December 28, 2020. Included is one (1) update of the 100% PS&E documents dated July 2, 2020, based on additional comments received from the City. Task assumes 30 person hours of work for updates to civil engineering plans and 10 person hours of work for updates to landscape architecture plans.

176 NOI & SWPPP \$7,000

Assist the City in preparing one Notice of Intent (NOI) Application for submittal to the State Water Resources Control Board and one Storm Water Pollution Prevention Plan (SWPPP). The SWPPP will be prepared under the State Water Boards General Construction Permit and will be submitted to the Water Boards SMARTS website along with the additional required documentation for approval. Submit a copy to the City for their reference. It will be the project contractor's responsibility to ensure that the SWPPP is maintained at the job site during construction at all times and that appropriate records and updates are made to the SWPPP.

### 177 Community Boards

\$2,000

Update community board exhibits to illustrate the final design concept. Exhibits shall include plan view, illustrative sections and planting selections. Deliverable shall include both full size 24x36 exhibits and 8.5x11 sheets suitable for inclusion in the City's staff report.

Review shop drawings and submittals which are required by the project specifications for general conformance with the Consultant's design concept and general compliance with the contract documents, if required.

Prepare design modifications for approval by the City when required by unanticipated field conditions or to clarify the intent of the plans and specifications.

Make occasional field reviews to assist City in observing the performance of the work and placement of materials to determine if the work is in general conformance to the requirements of the plans and specifications.

A maximum of one-hundred and sixty (160) work hours is included in the Construction Administration scope.

Estimated fee \$51,500.

All other terms of our original agreement remain unchanged.

Please provide us with a signed copy of this letter indicating your acceptance of these terms and authorizing us to proceed.

Sincerely,

HMH

Jon Cacciotti, PE Principal APPROVED & ACCEPTED
City of Pleasanton

By

Date

ū	Exhibits A & B
	Certificate(s) of Insurance
	Professional Liability Insurance
	W-9

### PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is entered into this	day of
2020 between the CITY OF PLEASANTON, a municipal corporation ("Ci	ty"), and
Pakpour Consulting Group, Inc. whose address is 5776 Stoneridge Mall Road, Suite 32	0,
Pleasanton, CA 94588, and telephone number is (925) 224-7717, ("Consultant").	

### RECITALS

- A. Consultant is qualified and experienced in civil engineering for the purposes specified in this Agreement.
- B. City finds it necessary and advisable to use the services of Consultant for the purposes provided in this agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions in this Agreement, City and Consultant agree as follows:

1. <u>Consultant's Services.</u> Consultant shall diligently perform the services and furnish the material, reports, drawings, and related materials as described in EXHIBIT "A", Scope of Work, attached and incorporated to the extent consistent with this Agreement.

Consultant shall provide construction management service for the City as requested by the City, pursuant to work associated with Transportation Corridor Parking Lot Improvements Project. This Agreement does not obligate the City to utilize Consultant exclusively for these services, and the City reserves the right to select other consultants for these services based on City need. City guarantees no level of work to be directed to Consultant.

- 2. <u>City Assistance.</u> In order to assist Consultant in this work, City shall provide, if necessary, documents available to the City, and access to any sites as needed, as related to individual work authorizations.
- 3. <u>Staff.</u> Consultant shall assign Steven Yee to serve as Project Manager, who may not be replaced without written consent of City.
- 4. <u>Term.</u> Time is of the essence. Consultant shall begin work after issuance of the "Notice to Proceed. The work as described in <u>Exhibit "A"</u> shall be completed by December 31, 2022 dependent upon Construction Contract Approval, contractor schedule, weather and requirements of the project.
- 5. <u>Compensation.</u> For the services to be rendered, City shall pay Consultant on a time-and materials basis with rates set forth in Exhibit A. Total compensation under this Agreement shall not exceed \$175,000.

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- a. Invoices submitted to City must contain a brief description of work performed, percentage of work completed, percentage of contract time used, percentage of contract, and City reference number\_\_\_\_\_\_. Payment shall be made within thirty (30) days of receipt of Consultant's invoice.
- b. Upon completion of work and acceptance by City, Consultant shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Consultant fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.

### 6. Sufficiency of Consultant's Work.

- a. Services shall be performed by Consultant in accordance with generally accepted high professional practices and principles and in a manner consistent with a high level of care and skill ordinarily exercised under similar conditions by members of Consultant's profession currently practicing in California. By delivery of completed work, Consultant certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws and a high professional standard of care in California.
- b. Consultant is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation site conditions, existing facilities, seismic, geologic, soils, hydrologic, geographic, climatic conditions, applicable federal, state, and local laws and regulations, and all other contingencies or design considerations. Data, calculations, opinions, reports, investigations, and other similar information provided by the City relating to site, local, or other conditions is not warranted or guaranteed, either expressly or implied, by the City.
- c. Consultant's responsibilities under this section shall not be delegated. Consultant shall be responsible to the City for acts, errors, or omissions of Consultant's subconsultants.
- d. Whenever the scope of work requires or permits review, approval, conditional approval or disapproval by the City, it is understood that such review, approval, conditional approval or disapproval is solely for the purposes of administering this Agreement and determining whether the Consultant is entitled to payment for such work, and not be construed as a waiver of any breach or acceptance by the City of any responsibility, professional or otherwise, for the work, and does not relieve the Consultant of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with high industry standards, or the willful misconduct of Consultant.
- 7. <u>Ownership of Work.</u> All reports, work data, plans, drawings, specifications, designs, photographs, images, works of authorship and all other documents completed or partially completed by Consultant in the performance of this Agreement ("materials") shall

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become the property of City. All materials shall be delivered to the City upon completion or termination of any work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Consultant shall replace them at its own expense. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Consultant agrees to execute any additional documents that may be necessary to evidence such assignment. Consultant shall keep materials confidential and shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

- 8. Changes. City may request changes in the scope of services to be provided by Consultant. Any changes and related fees shall be mutually agreed upon between the parties and subject to a written amendment to this Agreement.
- 9. Consultant's Status. In performing the obligations set forth in this Agreement, Consultant shall have the status of an independent contractor and Consultant shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Consultant are its agents and employees and are not agents or employees of City.
- 10. Labor Code/Prevailing Wages. To the extent applicable, Consultant shall comply with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation and payment of prevailing wages as determined by Director of the California Department of Industrial Relations. Consultant shall post, at each job site, a copy of the prevailing rate of per diem wages. Consultant shall forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by it or by any subconsultant.
- 11. Termination of Convenience of City. The City may terminate this Agreement at any time by mailing a notice in writing to Consultant. The Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the work actually completed at the time the notice of termination is received.
- 12. Non-Assignability. The Consultant shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Consultant shall be solely responsible for reimbursing subconsultants.
- 13. Indemnity and Hold Harmless. To the fullest extent permitted by law (including, without limitation, California Civil Code §§ 2782, 2782.6 and 2782.8), Consultant shall defend (with legal counsel reasonably acceptable to the City), indemnify, and hold harmless, the City and its officers, agents and employees (collectively "Indemnitees") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Consultant or its Subconsultants), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection

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therewith and costs of investigation) arising from, or alleged to have arisen from, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, reckless, or

willful misconduct of the Consultant, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities") in the performance of its services under this Agreement, regardless of whether the City has reviewed or approved the work or services which has given rise to the claim, loss, cost, damage, injury or liability for damages. This indemnification shall extend for a reasonable period of time after completion of the project as well as during the period of actual performance of services under this Agreement. The City's acceptance of the insurance certificates required under this Agreement does not relieve the Consultant from its obligation under this paragraph. To the extent that there is an obligation to indemnify under this Section 13, Consultant shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant's negligence, reckless or willful misconduct.

Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent such Liabilities are caused by the sole negligence, active negligence or willful misconduct of such Indemnitee. Obligation to defend shall be proportionate as to Consultant's percentage of fault as provided in California Civil Code § 2782.8.

- 14. Insurance. During the term of this Agreement, Consultant shall maintain in full force and effect, at its own cost and expense, insurance coverages with insurers with an A.M. Best's rating of no less than A:VII. Contractor shall have the obligation to furnish City, as additional insured, the minimum coverages identified below, or such greater or broader coverage for City, if available in the Contractor's policies:
- a. General Liability and Bodily Injury Insurance. Commercial general liability insurance with limits of at least \$2,000,000 combined limit for bodily injury and property damage that provides that the City, its officers, employees and agents are named additional insureds under the policy. The policy shall state in writing either on the Certificate of Insurance or attached rider that this insurance will operate as primary insurance for work performed by Consultant and its subconsultants, and that no other insurance effected by City or other named insured will be called on to cover a loss.
- b. Automobile Liability Insurance. Automobile liability insurance with limits not less than \$2,000,000 per person/per occurrence.
- c. Workers' Compensation Insurance. Workers' Compensation Insurance for all of Consultant's employees, in strict compliance with State laws, including a waiver of subrogation and Employer's Liability Insurance with limits of at least \$1,000,000.
- d. Professional Liability Insurance. Professional liability insurance in the amount of \$2,000,000.
- e. Certificate of Insurance. Consultant shall file a certificate of insurance with the City prior to the City's execution of this Agreement, and prior to engaging in any operation or activity set

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forth in this Agreement. The Certificate of Insurance shall provide in writing that the insurance afforded by this Certificate shall not be suspended, voided, canceled, reduced in coverage or in limits without providing notice to the City in accordance with California Insurance Code section 677.2 which requires the notice of cancellation to: 1) include the effective date of the cancellation; 2) include the reasons for the cancellation; and 3) be given at

least 30 days prior to the effective date of the cancellation, except that in the case of cancellation for nonpayment of premiums or for fraud, the notice shall be given no less than 10 days prior to the effective date of the cancellation. Notice shall be sent by certified mail, return receipt requested. In addition, the insured shall provide thirty (30) days prior written notice to the City of any cancellation, suspension, reduction of coverage or in limits, or voiding of the insurance coverage required by this agreement. The City reserves the right to require complete certified copies of policies.

- f. Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against the City, its officers, employees and agents.
- g. Defense Costs. Coverage shall be provided on a "pay on behalf" of basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusions.
- h. Subconsultants. Consultant shall include all subconsultants as insured under its polices or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated in this Agreement, including but not limited naming additional insureds.
- 15. <u>Notices.</u> All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed as follows:

To Consultant: Joubin Pakpour To City: City Manager

Pakpour Consulting Group, Inc.
5776 Stoneridge Mall, Suite 320
City of Pleasanton
P.O. Box 520

Pleasanton, CA 94588 Pleasanton, CA 94566

- 16. <u>Conformance to Applicable Laws.</u> Consultant shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Consultant shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.
- 17. <u>Licenses, Certifications and Permits</u>. Prior to the City's execution of this Agreement and prior to the Consultant's engaging in any operation or activity set forth in this Agreement, Consultant shall obtain a City of Pleasanton business license, which must be kept in effect during the term of this Agreement. Consultant covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement.

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- 18. Records and Audits. Consultant shall maintain all records regarding this Agreement and the services performed for a period of three years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit.
- 19. <u>Confidentiality.</u> Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.
- 20. <u>Conflicts of Interest</u>. Consultant covenants that other than this Agreement, Consultant has no financial interest with any official, employee or other representative of the City. Consultant and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner or degree by the performance of Consultant's services under this Agreement. If such an interest occurs, Consultant will immediately notify the City.
- 21. <u>Waiver.</u> In the event either City or Consultant at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation.
- 22. Governing Law. California law shall govern any legal action pursuant to this Agreement with venue in the applicable court or forum for Alameda County.
- 23. <u>Attorney's Fees.</u> The prevailing party in any action brought to enforce or construe the terms of this Agreement may recover from the other party its reasonable costs and attorney's fees expended in connection with such an action.
- 24. <u>No Personal Liability.</u> No official or employee of City shall be personally liable to Consultant in the event of any default or breach by the City or for any amount due Consultant.
- 25. Counterparts and Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with U.S. federal E-Sign Act of 2000 (15 U.S. Code §7001 et seq.), California Uniform Electronic Transactions Act (Cal. Civil Code §1633.1 et seq.), or other applicable law) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. With respect to signatures delivered via facsimile or electronically, Consultant shall deliver its original wet ink signature to the City within thirty (30) days following Consultant's original delivery via facsimile, electronic mail or other transmission method, provided that failure to deliver such original ink signature shall not affect the validity of the electronic signatures that were delivered.
- 26. <u>Scope of Agreement</u>. This writing constitutes the entire Agreement between the parties. Any modification to the Agreement shall be in writing and signed by both parties.

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# THIS AGREEMENT executed the date and year first above written.

Ву:	Signature Print name	
J	Signature	
	Print name	
Title:		
By:		
	Signature	
	Print name	
Title:		
	By: Title:	By: Signature Print name



February 18, 2021

10011.17

Adam Nelkie, P.E. Senior Civil Engineer City of Pleasanton - Engineering Department P.O. Box 520, 200 Old Bernal Avenue Pleasanton, CA 94566

Subject:

Proposal to Provide Project Management Services for Transportation Corridor Parking Lot Project - City of Pleasanton

Dear Adam,

Thank you for contacting Pakpour Consulting Group (PCG) regarding project management services for the construction of the Transportation Corridor Parking Lot Project, Project No. 17448. It is our understanding the City of Pleasanton is seeking a Project Manager/Construction Manager for the highly visible downtown parking lot project. PCG is pleased to offer Steven Yee as Project Manager/Construction Manager to assist the City with the Transportation Corridor Parking Lot Project.

PCG proposes the following scope of work based on the understanding of Steven's role as Project Manager/Construction Manager for the Transportation Corridor Parking Lot Project:

- Provide project oversight and coordination with City inspector
- Conduct project site visits and field reviews
- Monitor and coordinate construction activity with project stakeholders
- Review and maintain CPM schedule and 3-week look ahead schedule
- Coordinate and review submittals with design engineer and City landscape architect
- Coordinate any necessary permitting and material testing
- Provide project update and coordination to affected business owners/tenants
- Prepare project update communication bi-weekly and/or as-necessary
- Maintain and coordinate project files per City procedures
- Review and coordinate contract change orders
- Review and recommend approval of monthly project billings
- Prepare and conduct project punchlist walk
- Complete project closeout with as-built plan review
- Monitor and coordinate 90-day maintenance period
- Support City staff as-needed

Based on this scope of work and a 230 working day (46-week) contract, PCG proposes an estimated budget of \$175,000 for Steven to provide project management/construction management services.

Budget: 46 weeks x 20 hour per week (average) = 920 hours x \$189 per hour = \$173,880

Budget: \$173,880 rounded to \$175,000 Total Budget



The budget is determined using Steven's current billing rate of \$189 per hour from our 2019 billing rates. As you may recall, PCG elected not to increase our rates in 2020 due to economic uncertainty for our public agency clients. On July 1, 2021, we will continue to offer Steven at the Senior Engineer rate of \$190 per hour for this project even though Steven is a Principal Engineer. The total budget amount is rounded up to account for the minimal billing rate increase after July 1. PCG will bill on a time and material basis for Steven's actual time spent on the parking lot project.

We look forward to assisting City of Pleasanton in successfully managing and completing the Transportation Corridor Parking Lot Project. Should you have any questions, please feel free to contact Steven Yee at (925) 224-7717 or email <a href="mailto:syee@pcgengr.com">syee@pcgengr.com</a>.

Very truly yours,

Pakpour Consulting Group

Jøubin Pakpour, P.E.

President

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### ATTACHMENT 6



GEOTECHNICAL ENVIRONMENTAL WATER RESOURCES CONSTRUCTION SERVICES

Project No. **P2021.000.665** 

March 17, 2021 Revised March 23, 2021

Mr. Huy Ho Engineering Department City of Pleasanton 200 Old Bernal Avenue Pleasanton, CA 94566

Subject:

Transportation Corridor Parking Lot, CIP #17448

Pleasanton, California

PROPOSAL FOR TESTING AND OBSERVATION SERVICES DURING IMPROVEMENTS AND SPECIAL INSPECTIONS DURING STRUCTURAL ELEMENT CONSTRUCTION

Dear Mr. Ho:

We are pleased to submit this proposal to provide testing and observation services and special inspection services for the Transportation Corridor Parking Lot within Pleasanton, California.

It is our understanding from your email on March 9, 2021, and information provided, that the project will be constructed in two phases. Phase 1 of the project will consist of reconstruction and expansion of an existing 60-stall, gravel-paved transportation corridor parking lot into a 142-stall asphalt-paved parking area, and park modifications with construction of new improvements along the rail corridor in downtown Pleasanton between Bernal Avenue and Abbie Street. Phase 2 of the project will include the renovation/pavement replacement of the Centennial Towers Plaza. The project construction date is anticipated to be on June 1, 2021.

Our scope of services will include observation and testing services during improvement installation and paving, and special inspection services for the retaining wall construction.

### TESTING AND OBSERVATION (T&O) SERVICES DURING IMPROVEMENTS

Based on the information provided, our scope of services will include observation and testing services during grading and utility trench backfilling, compaction testing services during hot mix asphalt (HMA) paving, and material sampling and laboratory testing.

Our laboratory testing is in compliance with American Association of State Highway and Transportation Offices (AASHTO), American Society of Testing and Measurement (ASTM), or Caltrans (CT). It is our understanding that laboratory testing listed below will be conducted for quality control of the project. We assume that the samples will be collected by the contractor and will be split between us and the contractor.

We can discuss with you if additional tests are required based on the amount of source material provided by the contractor during the construction process.

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# TESTING AND OBSERVATION (T&O) AND SPECIAL INSPECTION DURING STRUCTURAL ELEMENT CONSTRUCTION.

The structural elements will be constructed in Phase 1 of the project. Our scope of services during the structural element construction will include testing and observation during subgrade preparation for foundations and backfill placement of the retaining walls. In addition, we will provide special inspection services that will include observation of reinforcement placement, observation of concrete placement and concrete specimen collection, and laboratory testing of the concrete samples.

### **FEE ESTIMATES**

The following lists the technician hour estimates recommended by you. We anticipate our construction field manager will conduct site visits and field coordination, and our project engineer will perform review of field data.

We propose to perform our services on a time-and-expense basis in accordance with our 2018 Fee Schedule. The actual number of hours required and tests necessary are anticipated to vary due to the contractor's actual progress and conditions encountered. If the duration of improvement construction exceeds the anticipated schedule, our time will be billed on a time-and-expense basis with prior authorization in accordance with our 2018 Fee Schedule.

According to our experience of working with City of Pleasanton, prevailing wages will apply in our fee estimate. Our total hourly fee for the field personnel include the hourly fee of the field personnel, prevailing wage increase (\$15), and field equipment fee (\$25 for vehicle, nuclear gauge, etc.) Our fee estimates listed below only include regular workday hours.

Our overtime rates increase by 1.5 for work in excess of eight (8) hours in regular work days and Saturday hours, and 1.25 for night shift hours. In summary, our estimated fees are provided below, based on the 2018 Preferred Fee Schedule.

### I. Testing and Observation Services (T&O) During Improvements

•	Phase 1	
	o Field Representative (\$170 for 80 regular hours)	\$13,600
	o Construction Field Manager (\$165 for 10 regular hours)	\$ 1,650
	o Project Engineer (3 hours for \$235)	<u>\$ 705</u>
	Subtotal	\$15,955
•	Phase 2	1 1 1 1 1 1 1 1
	o Field Representative (\$170 for 20 regular hours)	\$ 3,400
	o Construction Field Manager (\$165 for 2 regular hours)	\$ 330
	o Project Engineer (1 hour for \$235)	<u>\$ 235</u>
	Subtotal	<u>\$ 3,965</u>

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•	Laboratory Tests  o Compaction Tests: Import Soil and Aggregate Base (4 tests @\$ turnaround time)		
	tarriaroana tirroj	TOTAL	\$21,240
II.	Testing and Observation and Special Inspection Services Element Construction	(SI) during	Structural
•	Testing and Observation  o Field Representative (\$170 for 50 regular hours)		\$ 1,650 \$ 705
	Special Increation	Subtotal	<u>\$10,855</u>
•	Special Inspection  o Field Representative (\$186 for 50 regular hours)		\$ 1,650
		Subtotal	\$11,185
•	Laboratory Tests		
	o Compression Test (10 sets, three 6"x12" cylinders/set, \$35 each	•	
		TOTAL	<u>\$23,090</u>
III.	Compaction Testing during HMA Placement		
•	Phase 1		
	<ul> <li>Part-time Field Representative (\$170 for 16 regular hours)</li> <li>Construction Field Manager (\$165 for 2 regular hours)</li> </ul>		
	o Project Engineer (0.5 hour for \$235)		
		Subtotal	\$ 3,168
•	Laboratory Tests		
	O Compaction Curve (1 test @\$330, CT309)		
	<ul><li>Aggregate Gradation (1 test @\$150, CT202)</li><li>Sand Equivalent (1 test @ \$175, CT217)</li></ul>		
	o Asphalt Binder (1 test @\$300, CT382)		
	o Specific Gravity (1 test @\$525, CT308)		\$ 525
	o HMA Air Void Content (1 test @\$200, CT367)		Control of the contro
	o HMA Correction Factor (1 test @\$525, CT382)		
		Subtotal	\$ 2,205
	Phase 2	TOTAL	<u>\$ 5,373</u>
•	<ul> <li>Part-time Field Representative (\$170 for 16 regular hours)</li> <li>Construction Field Manager (\$165 for 2 regular hours)</li> <li>Project Engineer (0.5 hour for \$235)</li> </ul>		\$ 330
	γ===γ	Subtotal	\$ 3,168

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•	La	boratory Tests		
	0	Compaction Curve (2 tests @\$330, CT309)	\$	660
	0	Aggregate Gradation (2 tests @\$150, CT202)	\$	300
	0	Sand Equivalent (2 tests @ \$175, CT217)	\$	350
	0	Asphalt Binder (2 tests @\$300, CT382)	\$	600
	0	Specific Gravity (2 tests @\$525, CT308)	\$	1,050
	0	HMA Air Void Content (2 tests @\$200, CT367)	\$	400
	0	HMA Correction Factor (2 tests @\$525, CT382)	<u>\$</u>	1,050
			Subtotal <u>\$</u>	4,410
			TOTAL \$	7.578
IV.	Co	onsultation and Report Preparation	_	
•	Or	n-call, as-needed Consultation (estimated 10 hours)	\$	3,000
•	Fir	nal Summary Reports (One T&O report and One SI report)	<u>\$</u>	5,000
			TOTAL \$	8.000

### **Summary of Fees**

The following table provide the summary of the fees described above.

ITEM	TASK	FEE	SUBTOTAL
Testing and Observation during Improvements	Phase 1 Phase 2 Laboratory Testing	\$15,955 \$ 3,965 \$ 1,320	\$21,240
II. T&O and SI during Structure Construction	Testing & Observation Special Inspection Laboratory Testing	\$10,855 \$11,185 \$ 1,050	\$23,090
III. Testing during HMA Placement	Phase 1 Phase 2	\$ 5,373 \$ 7,578	\$12,951
IV. Consultation and Report Preparation	Consultation Report Preparation	\$ 3,000 \$ 5,000	\$8,000
		TOTAL	\$65,281

### **AUTHORIZATION**

If you are in agreement with the scope of services and fee outlined in this proposal, please send a task order for our on-call agreement as our authorization to proceed. We are unable to commence our services without prior receipt of an executed agreement.

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We look forward to serving you on this project. If you have any questions regarding the contents of this proposal, please do not hesitate to contact us.

lanathan Buck

Associate

Sincerely,

**ENGEO Incorporated** 

Macy Torg Principal mt/jb/jf

Attachment: 2018 Preferred Client Fee Schedule



# PREFERRED CLIENT FEE SCHEDULE PROFESSIONAL SERVICES

Effective April 2018

President	\$365.00 per hour
Principal Engineer/Geologist/Seismologist	\$280.00 per hour
Associate Engineer/Geologist/Seismologist	
Senior Engineer/Geologist/Seismologist	\$210.00 per hour
Project Engineer/Geologist/Seismologist	\$188.00 per hour
Environmental Scientist	
Staff Engineer/Geologist/Seismologist	
Assistant Engineer	
Construction Services Manager	
Senior Field Representative II	\$146.00 per hour*/**
Senior Field Representative I	\$130.00 per hour*/**
Field Representative	\$120.00 per hour*/**
Environmental Technician	
Senior Laboratory Technician	\$150.00 per hour
Laboratory Technician	
Senior CAD Specialist	
CAD Specialist	\$132.00 per hour
GIS Analyst	
Network Administrator	
Project Assistant	

- \* Two-hour minimum portal to portal.
- \* OVERTIME RATES: Rates increased by factor of 1.5 for all hours worked in excess of eight (8) Monday through Friday, and the first eight (8) hours worked on Saturday. Rates increased by factor of 2.0 for all hours worked in excess of twelve (12) Monday through Friday, all hours worked in excess of eight (8) on Saturday and all hours worked on Sunday and holidays.
- \*\* For Prevailing Wage projects, increase the hourly rate by \$15.
- \*\* Rates increased by factor of 1.25 for night shift hours (hours commencing after 4:00 p.m. or before 4:00 a.m.); rates increased by factor of 1.875 (an additional factor of 1.5) for all night shift hours in excess of eight (8).

### **ADDITIONAL SERVICES OFFERED**

In addition to our core services of geotechnical, hydrologic and environmental engineering, including construction-phase testing and observation, ENGEO provides clients with services for establishment and management of Geologic Hazard Abatement Districts (GHAD) and for Entitlement and Permitting Support (EPS). For more information about these services and associated pricing, please contact ENGEO at (925) 866-9000.

### **OTHER FEES**

- Equipment and materials will be charged in addition to the above hourly rates.

### **TERMS**

Invoices will be submitted at completion of work or at approximately four week intervals and are due and payable upon receipt. Statements will be issued at monthly intervals. Charges not paid within 30 days of invoice date will accrue a late charge at a rate of 1.5 percent per month. In the event it becomes necessary to commence suit to collect amount due, Client agrees to pay attorney's fees and costs, as the court may deem reasonable until amount is paid. Fees will be applicable for one year from the effective date above; thereafter, fees will be adjusted annually. Our fees will be billed using an invoice format produced by a standardized accounting software package. A more customized itemization of charges and backup data will be provided upon Client's requests, but at additional fees. Final reports may be withheld until outstanding invoices are paid in full.

Many risks potentially affect ENGEO by virtue of entering into this agreement to perform services on behalf of client. A principal risk is the potential for human error by ENGEO. For client to obtain the benefit of a fee that includes a nominal allowance for dealing with our liability, client agree to limit ENGEO's liability to Client and all other parties for claims arising out of our performance of the services described in the agreement. The aggregate liability will not exceed \$50,000 (or ENGEO's fee, whichever is greater, but not more than \$1,000,000) for professional acts, errors, or omissions, including attorney's fees and costs that may be awarded to the prevailing party and client agrees to indemnify and hold harmless ENGEO from and against all liabilities in excess of the monetary limit established above.

## **EQUIPMENT AND MATERIALS CHARGES**

DESCRIPTION	COST PER UNIT (\$)	UNIT
Air Content Meter	7.00	hour
Bailers (Disposable)	8.00	each
Concrete Crack Monitor	20.00	each
Coring Machine	25.00	hour
Electronic Water Level Indicator	5.00	hour
Engineering Analysis Software	25.00	hour
Equipment Transport(er)	100.00	hour
Exploration Equipment (Percussion Penetrometer)	50.00	hour
Floor Flatness/Floor Level Equipment	20.00	hour
Generator	15.00	hour
GIS Website Portal Maintenance	100.00	month
GPR/GPS Handheld Device	10.00	hour
GPR/GPS/Drone Survey Grade Equipment	250.00	hour
Hand Auger and Soil Sampler	15.00	hour
lydraulic Pull-Test Equipment	25.00	hour
nterface Probe	2.00	hour
Magnetic Particle Test Equipment	25.00	hour
Noisture Content Test Equipment	6.00	hour
Multi-Parameter Water Meter	15.00	hour
oH Meter/Turbidity Meter	10.00	hour
Photo Ionization Detector	15.00	hour
Pachometer	100.00	hour
Sampling Tubes	10.00	each
Sand Cone Equipment and Material	5.00	hour
Schmidt Hammer	20.00	hour
Skidmore Wilhelm Bolt Tension Calib.	40.00	hour
Slope Inclinometer/Settlement Indicator/VW Readout	50.00	hour
Forque Wrench	15.00	hour
Fransfer Pump	3.00	hour
Jitrasonic Equipment	50.00	hour
/apor Emission Test Kit	25.00	kit
/ector Conversion	60.00	conversion
/ehicle, mileage, nuclear gauge, misc. equipment, wireless	25.00	hour
/ehicle, mileage, misc. equipment, wireless communication	16.00	hour
/ibration Monitor	1800.00	month
Vater Sampling Pumps	20.00	hour
Bridge Toll	actual	actual
Mileage	.78	mile
Parking	actual	actual
AutoCAD, Civil 3D, GIS, Drone Data Processing	25.00	hour
Photocopies Black & White	0.25	each
Photocopies Color 11 x 17	1.50	
Photocopies Color 8½ x 11	1.00	each
Plot - Black & White		each
Plot - Color	3.00	square foot
	4.00	square foot
Postage	actual	actual
Scan - Black & White	1.50	each
Scan - Color	3.75	each
Telephone	0.50	minute

April 1, 2018 www.engeo.com