

City of Piedmont
COUNCIL AGENDA REPORT

DATE: November 19, 2018

TO: Mayor and Council

FROM: Paul Benoit, City Administrator

SUBJECT: Consideration of a Contract with Coastland Engineers to Provide Professional Engineering Services for the Repair of Cavendish Lane

RECOMMENDATION

Authorize the Mayor to approve the Project Supplemental Agreement with Coastland Engineers to provide professional engineering services for repair of the damaged area of Cavendish Lane.

BACKGROUND

Pursuant to Council action related to the Reimbursement and Indemnification Agreement with the City of Oakland for the repair of Cavendish Lane, Staff is requesting that Council consider a Project Specific Supplemental Agreement with Coastland Engineers for the engineering design and preparation of bid documents for this project.

DISCUSSION

Coastland Engineers are currently under a general contract to provide professional engineering services to the City of Piedmont. As has been the usual practice in the past under this contract, when specific projects arise from time to time, the supplemental agreement covers the specific needs of the project, while the overall contract sets forth the general terms and conditions of their services to the City. Their proposal for professional engineering services for the repair of Cavendish Lane is attached as Exhibit A. If approved, the design work will start immediately with intent of coming back to Council for review of the bid documents and authorization to bid in January, and construction to start in March of 2019.

FISCAL CONSIDERATIONS

It is proposed that funding for the engineering work be allocated from the unappropriated balance of the General Fund with the understanding that reimbursement will be addressed pursuant to the terms and conditions of the Agreement By and Between the City of Piedmont and the City of Oakland for Repair of Cavendish Lane discussed previously under a separate agenda item.

CITY ATTORNEY REVIEW

The City Attorney has reviewed and approved the Project Specific Supplemental Agreement as to form and legality.

By: Chester Nakahara, Public Works Director
John Wanger, City Engineer



COASTLAND

CIVIL ENGINEERING - CONSTRUCTION MANAGEMENT - BUILDING DEPARTMENT SERVICES

October 30, 2018

Mr. Chester Nakahara
Public Works Director
City of Piedmont
120 Vista Avenue
Piedmont, CA 94611

RE: Proposal for Professional Engineering Services for
1835 Trestle Glen Retaining Wall/Cavendish Lane

Dear Chester,

Per your request, we have prepared this letter proposal for the engineering work associated with subject project.

Project Background/Understanding

The property owner of 1835 Trestle Glen obtained a building permit from the City to construct a garage and granny unit on the upper portion of this property. Access to the proposed garage was to be from Cavendish Lane. 1835 Trestle Glen is within the City of Piedmont; however, Cavendish Lane is owned and maintained by the City of Oakland. Based on this scenario, a cooperative agreement was signed between the two cities for processing the project.

Based on City records, construction started on the project during the summer of 2016. Progress was somewhat slow. The property owner called for inspections of drilled piers in November 2016 for the garage. The City conducted the inspections and didn't notice any issues with Cavendish Lane at that time.

In February 2017 neighbors of 1835 Trestle Glen brought to the City's attention that some slope failures had occurred adjacent to Cavendish Lane and partially undermined the concrete slab that serves as the roadbed and a portion of a short brick wall at the edge of the road had failed and collapsed. The City requested that the property owner's design team address the issue. Upon investigation by the owner's design team, a recommendation to immediately take action was recommended to shore up the roadway, as portions of the concrete roadway slab had been undermined. Piedmont notified Oakland of the issue and the road was temporarily closed. The property owner did not take action, so the cities of Piedmont and Oakland stepped in and began to look for solutions with the intent that either a lien or other mechanism would be put in place for ultimate reimbursement of expenses in fixing the problem by the property owner. The temporary closure of the road stranded 4 residences on Cavendish Lane that are within the City of Piedmont. The City of Piedmont, with the approval of the City of Oakland, took necessary steps to install steel plating over a portion of the concrete roadway covering the slip out. Traffic has been allowed to access the residents at the end of the street on a limited basis (no delivery truck, garbage trucks or other heavy vehicles.)

Santa Rosa
1400 Neotomas Avenue
Santa Rosa, CA 95403

Auburn
11865 Edgewood Road
Auburn, CA 95603
www.coastlandcivil.com

Since the steel plates have been in place, the City of Oakland has taken the lead in trying to move this project forward. Legal proceedings have started, but no action has taken place in the way of permanent improvements. On behalf of the property owner's insurance company, preliminary plans were prepared by Cal Engineering & Geology identifying detailed plans for the wall; however the plans were not complete and were primarily used for estimating costs.

The City of Piedmont has recently met with the City of Oakland and is in the process of negotiating an agreement allowing the City of Piedmont to take the lead in developing final construction bid documents, bidding the project and construction of improvements. Although the agreement is not yet final, the City of Piedmont has asked that a proposal be prepared for preparation of the bid documents. Based on this request, Coastland, along with Miller Pacific – our geotechnical subconsultant, have prepared this letter proposal outlining a scope and fee for completing construction documents for this project.

Based on our understanding of the project and meetings with both Piedmont and Oakland, we propose the following scope of work:

SCOPE OF WORK

Task 1 – Meetings

As this project involves the cities of Oakland and Piedmont, we anticipate several coordination meetings with both cities to ensure that the project is designed in a way that is acceptable. We anticipate meetings during the design, as well as during any plan checking the City of Oakland may request. We have allocated a total of 6 meetings for this effort.

Task 2 – Background Information

We will work with City of Oakland to obtain criteria for the final design of the wall. Additionally, we will work with Oakland to understand their requirements for any permanent roadway easements that may be needed to cover the wall once it is constructed.

Task 3 – Surveying

Based on preliminary information obtained from the City of Oakland and topographic surveying done in May 2017, it is our understanding that the right-of-way associated with Cavendish Lane is 15 feet wide and the downhill edge of the right-of-way is very close to the edge of the existing concrete roadway. It will be necessary to verify the location of this right-of-way for temporary construction and permanent roadway easements. Accordingly, we propose to have our surveying subconsultant (Cinquini and Passarino) prepare the necessary descriptions and plats for these easements. This proposal assumes that the topographic information obtained in May 2017 will be sufficient for the design.

Task 4 – Geotechnical Investigation

In order to obtain proper design information, geotechnical investigations are needed. As Cal Engineering & Geology have done some work at the site we are able to utilize their work and minimize how much additional information will be needed. In reviewing Cal Engineering's report and conferring with Miller Pacific, the following is the geotechnical work that will be needed for this project:



- a) Drill one exploratory borings on the slope immediately below Cavendish Lane with portable hydraulic equipment to avoid any loads on the concrete slab roadway. Prior to mobilizing, we will notify USA of our proposed exploration locations and we will coordinate with Piedmont and Oakland staff about our schedule so they can notify adjacent property owners. The boring will extend to depth of 15 to 20 feet or refusal in hard rock, if encountered. Water levels will be measured and borings will be grouted shut upon completion of our work.
- b) Perform laboratory testing on recovered samples to determine pertinent strengths and other geotechnical parameter.
- c) Prepare a letter report with a summary of the site surface and subsurface conditions along with geotechnical design criteria for a recommended new steel I-beam and concrete lagging retaining wall. We will also discuss backfill methods that can be considered to fill the void under the existing concrete roadway. Our report will include supporting documentation such as a site plan showing the locations of our borings along with our boring logs and other items.

Task 5 – Bid Documents

At the onset of the design, we propose to have a meeting with the City of Oakland to review the proposed design and to obtain feedback from Oakland with respect to their desires for design concepts. The intent of this meeting is to ensure that what we come up with for a final design will be acceptable to the City of Oakland.

Task 5.1 – Design of Retaining Wall

Perform structural analysis and prepare a structural plan and details for an I-beam/concrete lagging retaining wall, with wall heights ranging up to approximately 6 feet to support the edge of concrete pavement. Existing topography/site plan from the downslope property will be used as a base map and plans will include structural notes and specifications, including notes on backfill of the wall that will fill the void below the roadway. Assuming additional right-of-way can be acquired so the new wall is just beyond the edge of roadway, I-beams will be shown extending up above the roadway surface along with an attached guardrail. Structural calculations will also be provided.

Task 5.2 – 75% Submittal

Once the design of the retaining wall is received by Miller Pacific, we will include the necessary details and additional information for construction of the wall, backfilling the voids under the roadway and between the roadway and the new wall, guardrail treatments and other necessary design information. We will prepare a 75% submittal, which will include an initial plan layout drawing cross sections and details, draft technical specifications, a preliminary cost estimate and potential conflicts or other design issues that may need to be addressed. We will provide two copies of the plans and estimate for review by both the City of Piedmont and the City of Oakland.

At the time of submittal, we have included a joint meeting with Piedmont and Oakland (included in Task 1), along with Oakland's design review consultants to go over the plans, explain proposed concepts and answer any questions.



Task 5.3 – 95% Submittal

Upon completion of the 75% submittal and review by both cities, we will prepare a 95% submittal of the plans and specifications (bid documents.) As the City of Piedmont will be taking the lead on the project, the bid documents will include front end bid documents from the City of Piedmont, special provisions and technical specifications applicable to this project, plans and details for the work and an estimate of probable construction costs.

We will provide the both the City of Piedmont and the City of Oakland with 2 sets of bid documents and an estimate of probable construction costs for each City to review and comment.

Task 5.3 – Final Documents

We will incorporate any comments received with the 95% submittal and prepare final bid documents. We will provide the City of Piedmont with 10 sets of bid documents and an electronic copy of the bid documents (in PDF format).

Task 6 – Bidding Assistance

We will provide the City with bid documents for bidding purposes along with the Notice to Bidders for publication in the local paper and a plan holders list. We will email bid documents to the three Builder's Exchanges typically used by the City. We will also provide bid assistance to the City to answer any questions that may arise during the bidding phase. This will include preparing any addenda that may be necessary.

We will attend the bid opening and review information submitted by the low and second lowest bidder for technical accuracy, ensure that all forms are signed, ensure the contractor is in good standing with the State Contractor's Licensing Board, verify necessary bonds are provided, check that insurance provided meets the contract specifications and provide a staff report and resolution for the award of the project.

Task 7 - Construction Support Services

We anticipate that once the project goes to bid, overall construction management and inspection services will be needed. We can provide those services when needed; however, because the duration of the construction is not known at this time, we cannot estimate hours needed to oversee the work.

Besides construction management and general inspection, we will include intermittent reviews by Miller Pacific to verify that the recommended geotechnical criteria is appropriate across the entire project site and to form an opinion about the contractor's conformance with the intent of the project plans. Items that Miller Pacific should observe include pier drilling, steel and concrete placement and backfill. Upon completion of the work, Miller Pacific will prepare a relatively brief letter report with a summary of our observations and tests.

Exceptions to Scope of Services

The following work is not included in our proposal; however, Coastland would be pleased to provide these services if the City desires:

- Investigations for soil contamination.



- Environmental studies/documents.
- Public participation efforts.
- Permitting fees.
- Meetings beyond those noted above.
- Construction assistance (an estimate of this can be provided once the bid documents have been finalized).

Project Schedule

We understand the City would like to move forward with the design as soon as possible and put out to bid for construction during winter 2019. We are ready to start immediately upon the City's authorization to proceed.

Estimated Cost

Based on our scope of work, we are proposing that the services associated with this project be completed for a not-to-exceed amount of \$48,094. The amount quoted is assuming that all of the work for this project will fall under the scope of work as previously described. If additional work is necessary that falls outside of this scope of work, we can either re-negotiate a new scope of work or provide these services on a time and materials basis per our adopted schedule of hourly rates.

Please note that in the not-to-exceed amount, we have included an estimated amount of \$684 for reimbursable expenses (i.e. printing, plotting, etc.). These reimbursable costs will be billed at cost plus 15%.

We hope this proposal meets with your approval. If you have any questions regarding this proposal please let us know. If this is acceptable, we have included a Contract Amendment for this work (attached). We appreciate the opportunity and look forward to completing this important work for the City.

Sincerely,

John Wanger, P.E.

Enclosure: Work Estimate
 Contract Amendment

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 DESIGN WORK ESTIMATE									
1835 Cavendish Retaining Wall	Proposal for Professional Engineering Services						City of Piedmont		
Task Information	Billing Classification & Rate						Hours & Cost		
TASK	Principal Engineer	Senior Engineer	Assistant Engineer	CAD Designer	Admin	Construction Manager	TOTAL HOURS	TOTAL FEE	NOTES
	\$195	\$155	\$135	\$135	\$85	\$160			
1 MEETINGS WITH CITY									
Kick off Meeting (1)	4	4					8	\$1,400	
Design Progress Meetings (6)	12	12					24	\$4,200	
Subtotal							32	\$5,600	
2 BACKGROUND INFORMATION									
Background Information		4					4	\$620	
Coordinate with Utility Companies		1	4				5	\$695	
Subtotal							9	\$1,315	
3 SURVEYING									
Easement documents		2					2	\$2,150	w/Cinquini & Passarino
Subtotal							2	\$2,150	
4 GEOTECHNICAL									
Subsurface Exploration, lab testing, report								\$4,830	Miller Pacific
Coordinate with subconsultant		2	2	2			6	\$850	
Subtotal							6	\$5,680	
5 BID DOCUMENTS: 75% SUBMITTAL									
Preliminary Plans		16	12	24			52	\$16,425	w/Miller Pacific
Preliminary Specifications		4	8		1		13	\$1,785	
Preliminary Cost Estimate		1	4	2			7	\$965	
QC Review	2					2	4	\$710	
Subtotal							76	\$19,885	
5.2 95% SUBMITTAL									
Plans and Details		4	8	12			24	\$5,045	w/Miller Pacific
Specifications		2	6				8	\$1,120	
Cost Estimate		1	4	1			6	\$830	
QC Review	2					2	4	\$710	
Subtotal							42	\$7,705	
7 FINAL DOCUMENTS									
Plans and Details		4	4	4			12	\$1,700	
Specifications & Bid Documents		2			2		4	\$480	
Final Cost Estimate		1	2				3	\$425	
QC Review	1					1	2	\$355	
Subtotal							21	\$2,960	
8 BID AND CONTRACT SUPPORT									
Bidding Support	2	6	4		3		15	\$2,115	
Subtotal							15	\$2,115	
Direct Costs (repro, mileage, etc.)								\$684	
Total Design Cost	23	66	58	45	6	5	203	\$48,094	

PROJECT SPECIFIC SUPPLEMENTAL AGREEMENT 1835 TRESTLE GLEN RETAINING WALL/CAVENDISH LANE

WHEREAS, the City of Piedmont (herein referred to as “Agency”) entered into a Public Agency Agreement on July 2012 (“Public Agency Agreement”) with Coastland Civil Engineering, Inc. (herein referred to as “Consultant”) to provide City Engineering Services; and

WHEREAS, the Agency renewed and extended the term of the Public Agency Agreement on June 15, 2015; and

WHEREAS, the Agency further renewed and extended the term of the Public Agency Agreement on July 11, 2018; and

WHEREAS, said Public Agency Agreement for City Engineering allows for additional project specific engineering services to be assigned by the Agency on an as-needed basis; and

WHEREAS, the Agency has determined that the Agency needs Professional Engineering Services for the 1835 Trestle Glen Retaining Wall/Cavendish Lane Project (hereinafter referred to as “Project”); and

WHEREAS, the Agency does not have the current staff with expertise to provide these services and needs to retain a consultant with the appropriate experience for this work; and

WHEREAS, Consultant has experienced staff with the proper experience and background to carry out the duties involved for this work; and

WHEREAS, Agency wishes to retain Consultant for the performance of services associated with said Project, subject to all the terms and conditions as set for in the original Public Agency Agreement with Consultant.

THEREFORE, Agency and Consultant mutually agree to the scope of work and additional fee as follows:

Scope of Work

All work associated with the Project shall be per the scope of work attached as Exhibit “A”.

Payment Terms

For Consultant Services associated with Project, Agency agrees to pay Consultant in accordance with the payment terms provided on Exhibit “B” attached hereto and incorporated herein by this reference.

Other Applicable Terms

This Project Specific Supplemental Agreement is made subject to the terms of the Public Agency Agreement, the terms of which are incorporated by reference herein.

IN WITNESS HEREOF, the parties have caused their authorized representative to execute this amendment on _____, 2018.

CITY OF PIEDMONT

BY: _____
Robert McBain, Mayor

COASTLAND CIVIL ENGINEERING, INC.

BY: _____
John L. Wanger, CEO

Attest:

John O. Tulloch, City Clerk

Approved as to form and legality:

Michelle Marchetta Kenyon, City Attorney
Chad Herrington, Assistant City Attorney

Exhibit "A"

SCOPE OF WORK

Task 1 – Meetings

As this project involves the cities of Oakland and Piedmont, we anticipate several coordination meetings with both cities to ensure that the project is designed in a way that is acceptable. We anticipate meetings during the design, as well as during any plan checking the City of Oakland may request. We have allocated a total of 6 meetings for this effort.

Task 2 – Background Information

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- e) Perform laboratory testing on recovered samples to determine pertinent strengths and other geotechnical parameter.
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Task 5.3 – Final Documents

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Task 6 – Bidding Assistance

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Exceptions to Scope of Services

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- Investigations for soil contamination.
- Environmental studies/documents.
- Public participation efforts.
- Permitting fees.
- Meetings beyond those noted above.
- Construction assistance (an estimate of this can be provided once the bid documents have been finalized).

Exhibit "B"
ESTIMATED COST

Services associated with the project will be completed for a not-to-exceed amount of \$48,094. The amount quoted is assuming that all of the work for this project will fall under the scope of work as previously described. If additional work is necessary that falls outside of this scope of work, we can either re-negotiate a new scope of work or provide these services on a time and materials basis per our adopted schedule of hourly rates.

Included in the not-to-exceed amount is an estimated amount of \$684 for reimbursable expenses (i.e. printing, plotting, etc.). These reimbursable costs will be billed at cost plus 15%.