



CITY COUNCIL REPORT

DATE: JULY 19, 2022

TO: MAYOR AND COUNCIL MEMBERS

FROM: MISHA KAUR, CAPITAL IMPROVEMENT AND ENVIRONMENTAL
PROGRAM MANAGER

**SUBJECT: APPROVE AN AMENDMENT TO THE CONSULTING SERVICES
AGREEMENT WITH CSW/STUBER-STROEH ENGINEERING GROUP,
INC. FOR PRELIMINARY ENGINEERING SERVICES AND DESIGN
SERVICES FOR THE SENIOR CENTER AUXILIARY PARKING LOT
(CIP PROJECT # FA1901) BY \$35,000**

RECOMMENDATION

Staff recommends that the City Council adopt a resolution (Attachment A) approving an amendment to the Consulting Services Agreement with CSW/Stuber-Stroeh Engineering Group, Inc. dated February 10, 2021 to increase the total amount paid for preliminary engineering and design services for the Senior Center Auxiliary Parking Lot (CIP Project # FA1901) by \$35,000 to a total amount not to exceed \$485,458.

BACKGROUND

The development of 2548 Charles Street (Fowler house lot), into a parking lot to serve the Senior Center is an approved project in the City's adopted Capital Improvement Plan and known as the Senior Center auxiliary parking lot (CIP Project # FA1901, the "Project"). The parking lot will be designed to be a multi-benefit project that includes pavement structural selection, striping, lighting, bicycle parking, electric vehicle charging stations, stormwater capture and retention, and drought tolerant landscaping. The Project aims to maximize the number of parking spaces while allowing access for both vehicle and pedestrians and includes aesthetic design components.

On December 10, 2021, staff released a Request for Proposals (RFP) for preliminary engineering and design services to advance six (6) projects including the Senior Center Auxiliary Parking Lot to the construction phase. Through the selection process, CSW/Stuber-Stroeh Engineering Group, Inc. (Consultant) was identified as best qualified and on February 2, 2021, City Council adopted Resolution 2021-07 to accept the Consultant's proposal and award a contract for preliminary engineering and design services for six (6) projects in an amount not to exceed \$450,458 of which \$191,655 was identified for the Senior Center auxiliary parking lot project.

On February 15, 2022, City Council received information and provided direction on the implementation of various projects in the adopted CIP, including the Senior Center Auxiliary parking lot project. Staff presented two conceptual plans to maximize the parking by combining the existing Senior Center Parking lot with the 2548 Charles Avenue parcel. City Council directed staff to proceed with the full buildout scenario which would result in a net increase of 20 parking stalls, installation of electric vehicle charging stations, and construction of a row of support columns, pier foundations, and conduit to support the installation of solar panels in the future.

On May 17, 2022, City Council reviewed the Preliminary Proposed CIP for FY 2022/23 through FY 2026/27 and directed staff to provide information on installation of a solar carport at the Senior Center. On June 7, 2022, City Council reviewed the Revised Proposed CIP for FY 2022/23 through FY 2026/27 and received information on the installation of a solar carport at the Senior Center. City Council accepted staff's recommendation to amend the Senior Center auxiliary parking lot construction budget for FY 2023/24 to include \$500,000 for the installation of a solar carport and complete design in FY 2022/23. Based on an analysis of pre-pandemic energy consumption data, it was estimated that a double-cantilever carport installed in conjunction with backup battery storage will provide adequate power to meet the Senior Center's current standard energy demand.

REVIEW & ANALYSIS

The Consultant's original scope of work did not include the design of a major solar relay. The Consultant has identified a budget of \$35,000 to be billed on a time and materials basis to expand the scope of work for the Senior Center auxiliary parking lot. The expanded scope will include confirmation of sizing of the solar array and backup battery system, soils assessment, foundation and electrical design. Additional details are provided in Attachment B.

Staff recommends approval of an amendment to the Agreement to increase the total amount paid for services rendered by the Consultant by \$35,000 to a total amount of not to exceed \$485,458. The amendment would increase the total preliminary engineering and design cost for the Senior Center auxiliary parking lot project to \$226,655.

FISCAL IMPACT

Staff does not expect there to be any new fiscal impact to the Senior Center auxiliary parking lot project budget as the proposed amendment for \$35,000 has already been incorporated into the FY 2022/23 Capital Budget.

ATTACHMENT(S)

- A. Resolution
- B. Additional Scope of Work and Cost
- C. Amendment

RESOLUTION NO. 2022-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, APPROVING AN AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH CSW/STUBER-STROEH ENGINEERING GROUP, INC. TO INCREASE THE AMOUNT PAID FOR PRELIMINARY ENGINEERING AND DESIGN SERVICES FOR THE SENIOR CENTER AUXILIARY PARKING LOT (CIP PROJECT # FA1901) BY \$35,000 TO A TOTAL AGREEMENT AMOUNT NOT TO EXCEED \$485,458.

WHEREAS, the City of Pinole ("City") adopted a Capital Improvement Plan (CIP) which includes the Senior Center auxiliary parking lot (CIP Project # FA1901), as a funded project; and

WHEREAS, on February 2, 2021, City Council adopted Resolution 2021-07 to award a contract to CSW/Stuber-Stroeh Engineering Group, Inc. ("Consultant") for preliminary engineering and design services for six (6) projects, including the Senior Center auxiliary parking lot (CIP Project # FA1901, the "Project") in an amount not to exceed \$450,458; and

WHEREAS, the total budget identified for the Project in the Consultant's original proposal was \$191,655; and

WHEREAS, on several occasions City Council received information and discussed installation of solar at the Senior Center; and

WHEREAS, on June 7, 2022, City Council accepted staff's recommendation to amend the Project's construction budget for FY 2023/24 to include \$500,000 for the installation of a solar carport as part of the Project;

WHEREAS, the Consultant's original scope of work did not include the design of a major solar relay; and

WHEREAS, the Consultant identified a budget of \$35,000 to be billed on a time and materials basis to incorporate design of a solar carport into the Project; and

WHEREAS, the budget increase of \$35,000 would increase the total preliminary engineering and design cost for the Project to \$226,655.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pinole does hereby approve an amendment to the Consulting Services Agreement with CSW/Stuber-Stroeh Engineering Group, Inc. to increase the amount paid for preliminary engineering and design services for the Senior Center Auxiliary Parking Lot (CIP Project # FA1901) by \$35,000 to a total agreement amount not to exceed \$485,458 and authorizes the City Manager to execute an amendment to the Agreement, in a form approved by the City Attorney.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 19th of July by the following vote, to-wit:

| | |
|----------|-----------------|
| AYES: | COUNCILMEMBERS: |
| NOES: | COUNCILMEMBERS: |
| ABSENT: | COUNCILMEMBERS: |
| ABSTAIN: | COUNCILMEMBERS: |

I hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on the 19th day of July 2022.

Heather Bell, CMC
City Clerk



Project Number: 20192031-20

June 13, 2022

Misha Kaur
Capital Improvement and Environmental Program Manager
Public Works
Administration & Engineering
2131 Pear Street
Pinole, CA 94564

Subject: Additional Services Request - Solar Array at Pinole Senior Center

Dear Ms. Kaur:

Thank you for the opportunity to support the City of Pinole in developing the Senior Center Auxiliary Parking Lot project. Per our recent discussion, we understand the City seeks to proceed with the solar canopy to supplement the Center's energy needs. The Senior Center currently has a 600 ampere at 480 volt primary service from PG&E. Based upon our review of PG&E's invoices pre COVID-19, the Center consumed on average about 476 kWh each day. Thus, a 120 kW solar array is required. The final sizing of the array requires further evaluation.

In our original proposal, we did not incorporate the design of a major solar relay. Thus, we respectfully request consideration for an additional contract allowance. For this allowance, we will complete the following tasks.

- 1. Design Refinement.** Based upon the electrical usage, we will finalize the size and type of solar canopy proposed for the parking area. This will include confirming the array's layout to maximize sunlight while minimizing impact to lot layout, lighting, and trees. We will coordinate with several solar canopy vendors to establish performance parameters to be included in the bid package. Our team will incorporate the final design into the plans and specifications as well as coordinate the subconsultant team.
- 2. Soils Assessment.** We will retain a subconsultant to acquire a soil sample to a depth of about 5 feet to establish the soil's engineering properties as well as bearing capacity. This information will support the foundation design of the solar canopy. Our subconsultant will secure and pay for exploration permits from the County. We will provide a memorandum of the results.
- 3. Foundation Design.** Based upon the size of the solar array and soils conditions, we will retain a subconsultant to prepare the design of a foundation system for canopy. This will likely be a spread footing. The analysis will factor in both wind and seismic loads. We will provide a detail in the plans as well as summary of the calculations.
- 4. Electrical Design.** We will retain a sub consultant to prepare drawings to modify the existing panel for the solar array including providing an option for an external power connection such as a generator as well as a battery backup system. This will include a single line diagram of the modifications in the plans.

The total cost to complete the scope of services is about \$35,000 to be invoiced on a time and materials not to exceed basis. A summary of the costs per phase includes the following:

| Tasks | Description | Hours | Cost |
|-------|-------------------|---------------|-----------|
| 1 | Design Refinement | 70 | \$ 10,000 |
| 2 | Soils Assessment | Subconsultant | \$ 12,000 |
| 3 | Foundation Design | Subconsultant | \$ 7,000 |
| 4 | Electrical Design | Subconsultant | \$ 6,000 |

We appreciate the opportunity to serve the City and your consideration of our request.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. Stevens', with a stylized flourish at the end.

Robert Stevens, PE, TE
Principal

C S W | S T 2

**AMENDMENT NO. 1 TO THE
CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF PINOLE AND CSW/STUBER-STROEH ENGINEERING
GROUP, INC.**

This Amendment No. 1 (the "First Amendment") to the Consulting Services Agreement dated February 10, 2021 (the "Agreement"), between the City of Pinole, a general law city and municipal corporation ("City") and CSW/Stuber-Stroeh Engineering Group, Inc. ("Consultant") (together sometimes referred to as "Parties") is approved as of the date executed below. The First Amendment is entered into in light of the following recited facts (each a "Recital").

RECITALS

- A. The Parties entered into the Agreement for preliminary engineering and design services to advance several road projects and a parking lot project to the construction phase in an amount not to exceed \$450,458.
- B. The Parties desire to amend the Agreement and enter into the First Amendment to increase the compensation by \$35,000 for completion of additional scope of work as set forth in Exhibit A-1.

NOW, THEREFORE, in consideration of the Recitals and the terms and conditions set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties set forth their mutual covenants and understandings as follows:

TERMS

- 1. **SCOPE OF WORK**. The Scope of Work set forth in Exhibit "A" of the Agreement is hereby amended to include Exhibit "A-1", attached to this First Amendment and incorporated into the Amendment by this reference.
- 2. **COMPENSATION**. Section 2 of the Agreement is hereby amended to increase the total amount paid for services rendered by the Consultant pursuant to this Agreement by \$35,000 to a total amount of not to exceed \$485,458. The Compensation Schedule and Hourly Fees set forth in Exhibit "A" of the Agreement is hereby amended to include Exhibit "A-1", attached to this First Amendment and incorporated into the Amendment by reference.
- 3. **CONTINUING EFFECT OF AGREEMENT**. Except as amended by this Second Amendment all other provisions of the Agreement remain in full force and effect. From and after the date of this Amendment, whenever reference to the

ATTACHMENT C

“Agreement” appears in the Agreement, it shall mean Agreement as amended by this Second Amendment.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed and delivered by their respective representatives, thereunto duly authorized, as of the date executed below.

City of Pinole

Consultant: CSW/Stuber-Stroeh
Engineering Group, Inc.

Andrew Murray, City Manager

Robert Stevens, Principal

Dated: _____

Dated: _____

Approved as to Form

Eric S. Casher, City Attorney

Dated: _____

Attest:

Heather Bell, City Clerk

Dated: _____