



Meeting Date: 06 / 05 / 12

ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input checked="" type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s). _____	<input type="checkbox"/> Report
<input type="checkbox"/> Res. No(s). _____	<input type="checkbox"/> Public Hearing (Info/consent)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

Prepared By: Ralph Alamillo *RA* Agenda Item No. I-3

Reviewed By: City Manager *SRB* City Attorney *WR* Finance *JK* Other (Specify) \_\_\_\_\_

**DATE:** May 15, 2012

**TO:** City Council

**FROM:** Michael Henderson, General Services Superintendent *MH*  
City Manager's Office

**SUBJECT:** Fourth Amendment to Agreement No. 4734-09-CM –On-Call Landscape Architect Services

**RECOMMENDATION**

That City Council approve and authorize the Mayor to execute the Fourth Amendment to Agreement No. 4734-09-CM for On-Call Landscape Architect Services provided by Jordan, Gilbert & Bain Landscape Architects, Inc.

**DISCUSSION**

It was determined that many small projects within the City required the services of a licensed landscape architect to allow a set of plans be approved through the City's plan check process. In 2009 the City General Services Division issued an RFP to select an on-call landscape architect service for the City. The City received and reviewed nineteen firms and Jordan, Gilbert Bain Landscape Architects, Inc. was selected. A multi-year agreement with options to renew and a not to exceed \$220,000 amount was issued to them in February, 2009. The first amendment was issued to revise the original agreement expiration date from June 30, 2010 to June 30, 2011. The second amendment was issued to revise the not to exceed amount from \$220,000 to \$320,000. The third amendment was issued to revise the expiration date from June 30, 2011 to June 30, 2012 and to revise the not to exceed amount from \$320,000 to \$420,000. This fourth amendment is being issued to revise the expiration date from June 30, 2012 to June 30, 2013 and to revise the not to exceed amount from \$420,000 to \$520,000.

**FINANCIAL IMPACT**

This is a City wide use agreement and funds are allocated by various departments for the services on a project by project basis.

- Attachment #1 – Fourth Amendment
- #2 - Third Amendment
- #3- Second Amendment
- #4- First Amendment
- #5 – Original Agreement

Fourth Amendment to Agreement No. 4734-09-CM

On-Call Landscape Architect Services

May 15, 2012

Page 2

**FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES**

This Fourth Amendment ("Fourth Amendment") to the Agreement for Professional Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 30<sup>th</sup> day of June, 2012, by and between the City of Oxnard, a municipal corporation ("City"), and Jordan, Gilbert & Bain Landscape Architects, Inc. ("Consultant"). This Fourth Amendment amends the Agreement entered into on February 11, 2009, by City and Consultant. The Agreement previously has been amended on June 30, 2010, by a First Amendment and on November 3, 2010, by a Second Amendment and on June 30, 2011 by a Third Amendment.

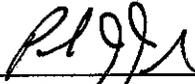
City and Consultant agree as follows:

1. In Section 12 of the Agreement, the term 'will expire on June 30, 2012' is deleted and replaced with 'will expire on June 30, 2013'.
2. In Section 14 of the Agreement, the amount not to exceed "\$420,000.00" is deleted and replaced with "\$520,000.00."
3. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

CONSULTANT/CONTRACTOR

\_\_\_\_\_  
Dr. Thomas E. Holden, Mayor

  
\_\_\_\_\_  
Paul Jordan  
Jordan, Gilbert & Bain Landscape Architects

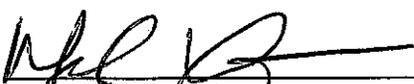
ATTEST:

\_\_\_\_\_  
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

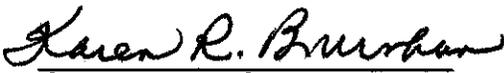
  
\_\_\_\_\_  
Alan Holmberg, City Attorney

  
\_\_\_\_\_  
James Cameron, Risk Manager

APPROVED AS TO AMOUNT:

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Michael Henderson, Superintendent  
General Services

  
\_\_\_\_\_  
Karen R. Burnham  
Interim City Manager

ATTACHMENT NO. 1

PAGE 1 OF 1

**THIRD AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES**

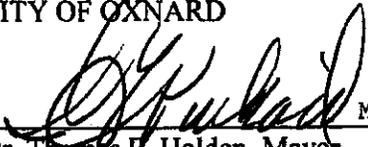
This Third Amendment ("Third Amendment") to the Agreement for Professional Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 30<sup>th</sup> day of June, 2011, by and between the City of Oxnard, a municipal corporation ("City"), and Jordan, Gilbert & Bain Landscape Architects, Inc. ("Consultant"). This Third Amendment amends the Agreement entered into on February 11, 2009, by City and Consultant. The Agreement previously has been amended on June 30, 2010, by a First Amendment and on November 3, 2010, by a Second Amendment.

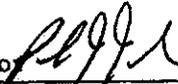
City and Consultant agree as follows:

- 1. In Section 12 of the Agreement, the term 'will expire on June 30, 2011' is deleted and replaced with 'will expire on June 30, 2012'.
- 2. In Section 14 of the Agreement, the amount not to exceed "\$320,000.00" is deleted and replaced with "\$420,000.00."
- 3. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

CONSULTANT/CONTRACTOR

  
\_\_\_\_\_  
Dr. Thomas E. Holden, Mayor

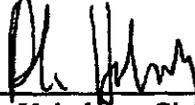
  
\_\_\_\_\_  
Paul Jordan  
Jordan, Gilbert & Bain Landscape Architects

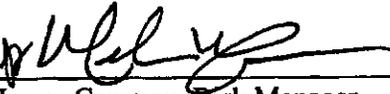
ATTEST:

  
\_\_\_\_\_  
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

  
\_\_\_\_\_  
Alan Holmberg, City Attorney

  
\_\_\_\_\_  
James Cameron, Risk Manager

APPROVED AS TO CONTENT:

APPROVED AS TO AMOUNT:

  
\_\_\_\_\_  
Michael Henderson, Superintendent  
General Services

  
\_\_\_\_\_  
Edmund F. Sotelo, City Manager

**SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES**

This Second Amendment ("Second Amendment") to the Agreement for Professional Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 3rd day of November, 2010, by and between the City of Oxnard, a municipal corporation ("City"), and Jordan, Gilbert & Bain Landscape Architects, Inc. ("Consultant"). This Second Amendment amends the Agreement entered into on February 11, 2009, by City and Consultant. The Agreement previously has been amended on June 30, 2010, by a First Amendment.

City and Consultant agree as follows:

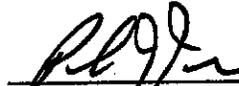
1. In Section 14 of the Agreement, the amount not to exceed "\$220,000.00" is deleted and replaced with "\$320,000.00."
2. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD



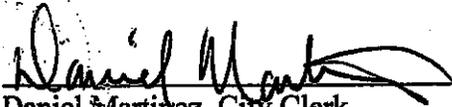
Dr. Thomas E. Holden, Mayor

CONSULTANT/CONTRACTOR



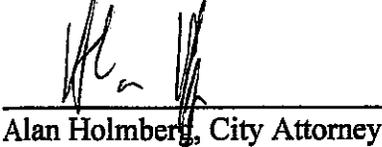
Paul Jordan  
Jordan, Gilbert & Bain Landscape Architects

ATTEST:



Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:



James Cameron, Risk Manager

APPROVED AS TO CONTENT:



Michael Henderson, Superintendent  
General Services

ATTACHMENT NO. 3

PAGE 1 OF 1

**FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES**

This First Amendment ("First Amendment") to the Agreement for Professional Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 30th day of June, 2010, by and between the City of Oxnard, a municipal corporation ("City"), and Jordan, Gilbert & Bain Landscape Architects, Inc. ("Consultant"). This First Amendment amends the Agreement entered into on 11<sup>th</sup> day of February, 2009, by City and Consultant.

City and Consultant agree as follows:

1. In Section 12 of the Agreement, the date "June 30, 2010" is deleted and replaced with "June 30, 2011."
2. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

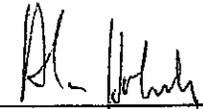
CONSULTANT/CONTRACTOR

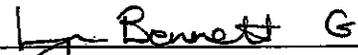
  
 \_\_\_\_\_  
 James Cameron, Purchasing Agent

  
 \_\_\_\_\_  
 Paul Jordan  
 Jordan, Gilbert & Bain Landscape Architects

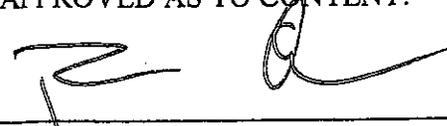
APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

  
 \_\_\_\_\_  
 Alan Holmberg, City Attorney

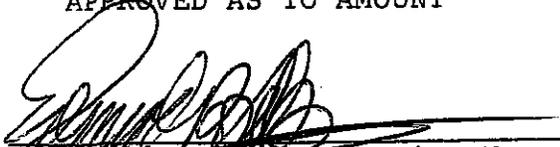
  
 \_\_\_\_\_  
 James Cameron, Risk Manager

APPROVED AS TO CONTENT:

  
 \_\_\_\_\_  
 Ralph Alamillo, Project Manager

  
 \_\_\_\_\_  
 Michael Henderson, Superintendent /  
 Purchasing Agent, General Services

APPROVED AS TO AMOUNT

  
 \_\_\_\_\_  
 Edmund F. Seteio, City Manager

ATTACHMENT NO. 4

PAGE 1 OF 1

**AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement for Professional Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 11th day of February, 2009, by and between the City of Oxnard, a municipal corporation ("City"), and Jordan, Gilbert & Bain Landscape Architects, Inc. ("Consultant").

WHEREAS, City desires to hire Consultant to perform certain professional services specified herein as Landscape Architectural and other supplemental professional design work as set forth in Exhibits A & B.

WHEREAS, Consultant represents that Consultant and/or Consultant's personnel have the qualifications and experience to properly perform such services:

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish City with professional consulting services for General On-Call Landscape Design, as more particularly the City will request and assign work scopes as per Exhibit A as such work becomes available and each of these assignments are incorporated by this reference in full herein.

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the services described herein, including the use of Subconsultants as per Exhibit B.

3. Standard of Performance

Consultant agrees to undertake and complete these services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

4. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine. Consultant agrees that performing such services will not materially interfere with services to be performed for the City.

5. Coordination of Services

All services are to be coordinated with the City Manager or designated Department Director ("Manager") and shall be performed under the general direction of the City Manager or Manager.

6. Place of Work

Consultant shall perform the services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

7. Correction of Errors

Consultant agrees to correct, at its expense, all errors which may be disclosed during review of Consultant's services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

8. Time for Performance

All services performed under this Agreement shall be completed pursuant to a schedule provided by the Consultant and approved by the City for each of the assignments. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Paul Jordan as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of services under this Agreement, including a City business license.

11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform its services. Manager agrees to provide direction to Consultant as requested regarding particular project requirements.

12. Term of Agreement

This Agreement shall have an initial term beginning on February 17, 2009, and will expire on June 30, 2010. The City may exercise an option to extend the Agreement for three (3) additional one-year terms for this landscape architect on-call service with a final expiration date of June 30, 2014. City may exercise the option by notifying Consultant in writing any time prior to the expiration of the term then in effect.

### 13. Termination

a. This Agreement may be terminated by City if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

### 14. Compensation

a. City agrees to pay Consultant for the initial period of the agreement in an amount not to exceed \$ 220,000 for services provided under this Agreement at rates provided in Fee Schedule -Exhibit C attached hereto and incorporated by this reference in full herein.

b. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to Consultant's services.

c. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the services performed by Consultant, its employees, subcontractors, agents and subconsultants.

d. Consultant shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

e. If any sales tax is due for services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

### 15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the services and upon submission by Consultant of an invoice delineating the services performed, in a form satisfactory to Manager. The invoice shall identify services by project as specified by Manager.

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

#### 16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing services under this Agreement. All expenses incident to the performance of services under this Agreement shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such services.

#### 17. Non-Appropriation of Funds

Payments to be made to Consultant by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant's services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

#### 18. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services ("documents and materials") shall be the property of City and shall, upon completion of the services or termination of this Agreement, be delivered to Manager.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten days, all of the documents and materials. Consultant may retain copies of these documents and materials.

c. Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

## 19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving all services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

## 20. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

## 21. Indemnity

Consultant agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly out of, pertain to, or relate to the negligence, recklessness, or willful misconduct from any acts or omissions of Consultant related to this Agreement as performed by Consultant or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Consultant's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, or passive negligence.

## 22. Insurance

a. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages as specified in Exhibit Ins A, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages.

b. Consultant shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit Ins A. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit Ins A.

c. Maintenance of proper insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

### 23. Independent Contractor

a. City and Consultant agree that in the performance of the services, Consultant shall be, and is, an independent contractor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Consultant acknowledges that Consultant and Consultant's employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

### 24. Consultant Not Agent

Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

### 25. Conflict of Interest

Consultant shall promptly inform Manager of any contract, agreement, arrangement, or interest that Consultant may enter into or have during the performance of this Agreement that may conflict with City's interests. This requirement includes contracts, agreements and arrangements with manufacturers, suppliers, contractors or other clients whose interests might be served by the services performed under this Agreement and Consultant's or Consultant's clients' interest in land that might be affected by the services. Consultant shall take such measures as are necessary in the performance of this Agreement to prevent actual or appearances of conflicts of interest.

### 26. Assignability of Agreement

Consultant agrees that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Manager, which consent may be withheld for any reason.

### 27. Successors and Assigns

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

## 28. Fair Employment Practices

a. Consultant agrees that all persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Consultant shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Consultant's records pertaining or relating to Consultant's employment practices, to the extent such records are not confidential or privileged under State or federal law.

## 29. Force Majeure

Consultant and City agree that neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

## 30. Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

## 31. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

## 32. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of California.

**33. Compliance with Laws**

Consultant agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by Consultant pursuant to this Agreement.

**34. Severability**

City and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

**35. Waiver**

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

**36. Counterparts**

City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

**37. Arbitration**

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the services rendered or the amount of Consultant's compensation, the dispute may be submitted to arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

**38. Expenses of Enforcement**

Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

**39. Authority to Execute**

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Consultant acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so on behalf of Consultant.

40. Notices

- a. Any notices to Consultant may be delivered personally or by mail addressed to:  
Jordan, Gilbert & Bain Landscape Architects, Inc.  
3350 Loma Vista Road  
Ventura, CA 93003  
Attention: Paul Jordan
- b. Any notices to City may be delivered personally or by mail addressed to:  
City of Oxnard, General Services  
1060 Pacific Ave., Bldg. 3  
Oxnard, California 93030  
Attention: Patricia Friend

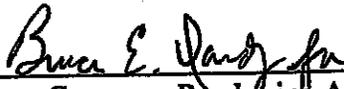
41. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed to in writing by both Manager and Consultant.

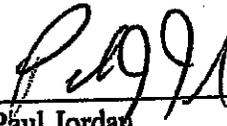
42. Entire Agreement

City and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

CITY OF OXNARD

  
\_\_\_\_\_  
James Cameron, Purchasing Agent

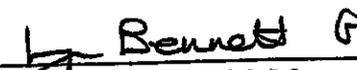
CONSULTANT

  
\_\_\_\_\_  
Paul Jordan  
Jordan, Gilbert & Bain Landscape Architects

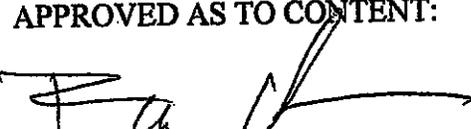
APPROVED AS TO FORM:

  
\_\_\_\_\_  
Alan Holmberg, Acting City Attorney

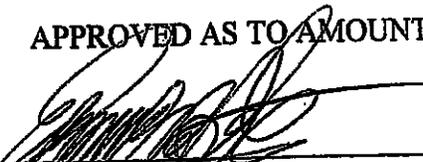
APPROVED AS TO INSURANCE:

  
\_\_\_\_\_  
James Cameron, Risk Manager

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Ralph Alamillo, Project Manager

APPROVED AS TO AMOUNT:

  
\_\_\_\_\_  
Edmund F. Sotelo, City Manager

## EXHIBIT A

### 1. SCOPE OF SERVICES

The following is a generalized outline of Scope of Work for Landscape Architectural Services. When a specific project is identified, a more specific Scope of Work will be developed. JGB may be called upon to retain other professional design consultants for supplementary work such as architects and / or engineers.

#### A. INTITAL SCOPE MEETING

Meet with General Services Department to discuss the project areas, budget, design goals and timing.

#### B. PRELIMINARY ON-SITE REVIEW

A preliminary site analysis, to review the following conditions:

1. Edge Conditions – Review landscape conditions that exist on the perimeter of the site that will influence design decisions.
2. On-Site Conditions – Review existing hardscape conditions, overall drainage and site lighting.
3. Landscape – Review existing trees and shrubs that may impact the work.
4. Irrigation System - Review the general condition of the existing irrigation system.
5. Play Equipment – Review existing Play Equipment as to current playground safety and accessibility standards.
6. If requested, review condition of existing structure that might be included in the Scope of Work, restroom buildings, facility structures.

#### C. DEVELOP BASE SHEET

Develop a Base Sheet in AutoCAD format utilizing existing as-built information, if available, along with any survey information and/or field information.

#### D. CONCEPTUAL DESIGN

1. Prepare Conceptual Design showing general landscape layout with any other defined elements that are pertinent to work, such as hardscape, lighting and drainage.
2. Prepare a Preliminary Cost Estimate itemizing the proposed construction cost of the Work.

ATTACHMENT 5  
EXHIBIT A  
PAGE 10 OF 25

3. Meeting with the General Service Department review design and budget.
4. Meeting with the General Services Department to review Conceptual Design and Cost Estimate.

**E. DESIGN DEVELOPMENT PHASE**

1. Prepare a more detailed design drawing based upon review comments from the Conceptual Design meeting. Drawing would include planting plans, irrigation plans, hardscape plans, and details and outline specifications.
2. Prepare estimate of probable construction cost based on Design Development Phase.
3. Meetings with General Services Department to review progress.

**F. CONSTRUCTION DOCUMENT**

1. Prepare final Construction Documents for the work that may include:
  - a. Hardscape Plans showing any construction items such as walks, walls, light fixtures, play equipment layout.
  - b. Preparation of final planting plan illustrating size, species, and location of plant material for landscape areas.
  - c. Preparation of final irrigation plans for all landscaped areas showing heads, valves, controllers, and all pipe sizes.
  - d. Preparation of details and specifications covering planting, irrigation and hardscape portions of the landscape work.
2. Prepare final construction cost estimate for the work based on Construction Drawing Phase.
5. Meeting with the General Services Department to review Construction Documents. Construction Documents will be submitted at 50% completion, 95% completion and 100% completion.

**G. BIDDING PHASE**

JGB will assist the General Services Department in pre-bid site walks, preparing written responses to questions, preparation of addendums and other items that arise during the bidding process.

H. ON-SITE FIELD REVIEW

- a. Site Observation - the Landscape Architect shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the Landscape Contractor's work and to determine if the work is proceeding in general accordance with the Landscape Contract Documents.
- b. The following site visits are recommended:
- ♦ Job start meeting.
  - ♦ Periodic visits during the construction phase.
  - ♦ Irrigation system prior to backfilling, coverage test, and final adjustments.
  - ♦ Review plant material at site prior to installation; pre-maintenance and final maintenance inspection.

ATTACHMENT 5

EXHIBIT A

PAGE 12 OF 25

EXHIBIT B

1. SUB-CONSULTANTS

Sub-consultants may be used to perform tasks that are usually not within the Scope of Landscape Architectural Services.

These tasks will be supplemented to the Landscape Architect's project such as, but not limited to, Structural Engineering, Electrical Engineering, Civil Engineering, and Architects. The following list of Sub-Consultants may be utilized when mutually agreed upon by the Landscape Architect and General Services Department. The Sub-Consultant list shall be approved by the General Services Department prior to the start of the work.

ARCHITECTS

Fountainhead Architects  
1144 East Meta Street  
Ventura, CA 93001  
Contact: Brady Roark  
805/641-0815 – phone  
805/641-9335 – fax  
Email: brorakarch@sbcglobal.net

Neal K. Subic & Associates, Inc.  
2353 East Main Street  
Ventura, CA 93003  
Contact: Neal Subic  
805/644-7340 - phone  
Email: neal@nksubic.com

Coastal Architects  
505 'A' Street, 2<sup>nd</sup> Floor  
Oxnard, CA 93030  
Contact: Mike Sanchez  
805/985-7654 – phone  
805/201-3023 – fax  
Email: mike@coastalarch.com

CIVIL ENGINEERS

Jensen Design & Survey  
1672 Donlon Avenue  
Ventura, CA 93003  
Contact: Don Jensen  
805/654-6977 – phone  
805/654-6979 – fax  
Email: dj@jdsccivil.com

RBF Consulting  
5051 Verdugo Way, Suite 300  
Camarillo, CA 93012  
Contact: John Kaufman  
805/383-3373 - phone  
805/383-3371 - fax  
Email: jk@rbf.com

Penfield & Smith Engineers  
1327 Del Norte Road, Suite 200  
Camarillo, CA 93010  
Contact: Glenn Pace  
805/981-0706 – phone  
805/981-0251 – fax  
Email: ghp@penfieldsmith.com

Ramseyer & Associates  
1881 Knoll Drive  
Ventura, CA 93003  
Contact: Randy Toedter  
805/654-1088 - phone  
805/654-8013 - fax  
Email: rtoedter@mainc.net

**ELECTRICAL ENGINEERS**

LDB Lighting, Inc.

15 Studebaker

Irvine, CA 92618

Contact: Don DiDomizio

949/770-0909 – phone

949-770-0910 – fax

Email: [Don@ldbinc.com](mailto:Don@ldbinc.com)

Lucci & Associates

3251 Corte Malpaso, Suite 511

Camarillo, CA 93012

Contact: Ken Lucci

805/389-6520 – phone

805/389-6519 – fax

Email: [ken@lucciland.com](mailto:ken@lucciland.com)

**STRUCTURAL ENGINEER**

Hauer Engineering

275 South Laurel Street, Suite A

Ventura, CA 93001

Contact: Larry Hauer

805/653-1743 – phone

805/653-1743 – fax

Email: [Lrhauer@earthlink.net](mailto:Lrhauer@earthlink.net)

ATTACHMENT 5

EXHIBIT B

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**JORDAN, GILBERT & BAIN  
LANDSCAPE ARCHITECTS  
AND  
SUB-CONSULTANTS**

**EXHIBIT C**

**RATES UNDER AGREEMENT 4734-09-CM**

**MULTI-YEAR AGREEMENT  
2<sup>ND</sup> TERM EXPIRES 6/30/2012**

ATTACHMENT 5

EXHIBIT C

PAGE 15 OF 25

**JORDAN, GILBERT & BAIN LANDSCAPE ARCHITECTS, INC.**  
**3350 Loma Vista Road**  
**Ventura, California 93003**  
**805/ 642-3641**

**FEE SCHEDULE**

PERSONNEL CHARGES

Principal Landscape Architect	\$120.00/hr
Senior Landscape Architect	\$ 95.00/hr.
Project Manager	\$ 75.00/hr.
Staff Designer	\$ 65.00/hr.
Arborist	\$ 55.00/hr.
Certified Arborist	\$ 65.00/hr.
Auto Cad Drafting	\$ 45.00/hr.
Word Processing and Clerical	\$ 35.00/hr.

OTHER DIRECT CHARGES

Subcontracted Services	cost + 15%
Outside Laboratory	cost + 15%
Outside Reproduction	cost + 15%
Travel, subsistence, and expenses	cost

Payments due 30 days from date of invoice.

Tax ID #77-0504489

Effective 01/09

ATTACHMENT 5  
EXHIBIT C  
PAGE 10 OF 25

**WILLIAM J. GHORMLEY CONSULTING  
CIVIL ENGINEERS, INC.**

**NEW FEE SCHEDULE EFFECTIVE 9/1/08**

Principal Engineer	\$120.00 per hour
Engineer/Designer	110.00 per hour
Project Manager	110.00 per hour
Inspection	110.00 per hour
Professional Representation	150.00 per hour
Clerical	44jx.00 per hour
Engineering/Surveying Assistant	106.00 per hour
Three Man Survey	280.00 per hour
Two Man Survey	220.00 per hour
One Man Survey	132.00 per hour
One Man Robotic Crew	162.00 per hour
Two Man GPS Field Crew	245.00 per hour
One Man GPS Field Crew	187.00 per hour
Three Man GPS Field Crew	305.00 per hour
Licensed Surveyor	136.00 per hour
Principal Surveyor	160.00 per hour
Designer(Computer)	110.00 per hour
Principal Surveyor	160.00 per hour

ATTACHMENT 5

EXHIBIT C

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1672 Donlon Street  
Ventura, CA 93003  
Local 805 654-6977  
Fax 805 654-6979

EXHIBIT C

## FEE SCHEDULE AND BILLING TERMS

Fee charges are based on the staff level involved at the following rates<sup>1</sup>:

### ENGINEERING:

PRINCIPAL ENGINEER	\$ 170.00/hr.
ENGINEERING MANAGER	\$ 160.00/hr.
SENIOR CIVIL ENGINEER II	\$ 150.00/hr.
SENIOR CIVIL ENGINEER I	\$ 135.00/hr.
PROJECT MANAGER	\$ 125.00/hr.
CIVIL ENGINEER	\$ 115.00/hr.
STAFF ENGINEER/DESIGNER	\$ 100.00/hr.
ENGINEERING ASSISTANT IV	\$ 90.00/hr.
ENGINEERING ASSISTANT III	\$ 85.00/hr.
ENGINEERING ASSISTANT II	\$ 80.00/hr.
ENGINEERING ASSISTANT I	\$ 75.00/hr.

### PLANNING:

ASSOCIATE	\$ 150.00/hr.
PLANNING MANAGER	\$ 140.00/hr.
PRINCIPAL PLANNER	\$ 125.00/hr.
SENIOR PLANNER	\$ 115.00/hr.
SENIOR ENVIRONMENTAL PLANNER	\$ 115.00/hr.
PLANNING ASSISTANT II	\$ 85.00/hr.
PLANNING ASSISTANT I	\$ 75.00/hr.

### LANDSCAPE ARCHITECTURE:

LICENSED LANDSCAPE ARCHITECT	\$ 155.00/hr.
ASSISTANT LANDSCAPE ARCHITECT	\$ 110.00/hr.

### SURVEY:

FIELD/OFFICE SURVEY MANAGER	\$ 140.00/hr.
LICENSED LAND SURVEYOR	\$ 140.00/hr.
SURVEY ASSISTANT II	\$ 95.00/hr.
SURVEY ASSISTANT I	\$ 85.00/hr.
1-MAN SURVEY CREW	\$ 110.00/hr.
2-MAN SURVEY CREW	\$ 210.00/hr.
3-MAN SURVEY CREW	\$ 265.00/hr.
GPS 1-MAN SURVEY CREW	\$ 200.00/hr.
GPS 2-MAN SURVEY CREW	\$ 235.00/hr.
1-MAN ROBOTIC	\$ 160.00/hr.

### RESEARCH/OFFICE ASSISTANT

\$ 65.00/hr.

1. The hourly rate for work involving actual expenses in court (4-hour minimum), giving depositions or similar expert testimony, will be billed at \$250.00 per hour regardless of job classification.

ATTACHMENT 5

EXHIBIT C (Revised Jan 27, 2009)

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**Lucci & Associates, Inc.**  
**Consulting Electrical Engineers**

EXHIBIT C

**BASIC FEE SCHEDULE**

-Flat Rate-  
Effective date 01/01/09

**Lucci & Associates, Inc.**  
**Consulting Electrical Engineers Services**

<u>Classification</u>	<u>Hourly Rate</u>
Principal .....	\$160.00
Project Manager .....	\$135.00
Project Engineer .....	\$120.00
Design Engineer .....	\$95.00
Drafter .....	\$80.00
Word/Data Processing .....	\$55.00

ATTACHMENT 5  
EXHIBIT C  
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***Lucci & Associates, Inc.***  
**Consulting Electrical Engineers**

**BASIC FEE SCHEDULE**

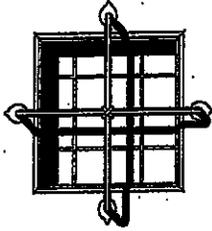
-Flat Rate-  
Effective date 01/01/09

**Lucci & Associates, Inc.**  
**Consulting Electrical Engineers Services**

<u>Classification</u>	<u>Rate</u>
Reproducibles .....	\$20.00 per sheet
Bluelines .....	\$1.75 per sheet
Bond .....	\$10.00 per sheet
½ Size Bond .....	\$5.00 per sheet
Mileage .....	\$0.585 per mile

All other expenses are billed at 1.15 times cost to Lucci & Associates.

ATTACHMENT 5  
EXHIBIT C  
PAGE 20 OF 25



***Subic & Associates, Inc***  
***architecture & planning***

2353 E. Main Street  
Ventura, CA 93003  
Ph: (805) 644-7340  
Fax: (805) 644-7341

EXHIBIT C

March 10, 2009

Paul Jordan  
Jordan, Gilbert & Bain  
3350 Loma Vista Rd.  
Ventura, CA 93003

**SUBJECT: Subic & Associates' Standard Fee Schedule**

**Standard rate schedule:**

Architect/Principal	\$120.00/hr.
Senior Designer	\$105.00/hr.
Project Manager	\$95.00/hr.
Drafting/Field work	\$65.00/hr.
Administrative/Support	\$45.00/hr.

Reimbursables are items such as plots, prints, mileage, consultant fees specifically excluded from this agreement, and possibly city plan check fees.

**Invoicing:**

1. We will invoice twice a month, on the 15<sup>th</sup> and the end of each month in which the work was performed.
2. Invoices are considered delinquent if not paid in full within 30 days of the invoice date.
3. In the event the scope of work changes significantly, I will notify you of that change and any additional services and fee estimates that will be required as a result.
4. All outside costs, including without limitation, Consultant fees, plotting, printing, blueprinting, reproductions, deliveries, travel, photographs and developing, etc. will be billed through us at our rate of cost plus 10%.
5. Invoices are sent out on the 15<sup>th</sup> and the end of each month in which the work was performed. Invoices are considered delinquent if not paid in full within 30 days of the invoice date.
6. If payment has not been received within 60 days from the date of the most aged, unpaid invoice, work will be suspended until payment is current.
7. No compensation shall be withheld due to the suspension or abandonment of a project.

Sincerely,

Neal K. Subic  
Architect/President  
Neal K. Subic & Assoc., Inc.

ATTACHMENT 5

EXHIBIT C

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**EXHIBIT A  
PENFIELD & SMITH  
BILLING RATES EFFECTIVE JANUARY 1, 2009**

EXHIBIT C

**Engineering**

Engineering Technician .....	\$73
Associate Technician.....	83
Senior Technician.....	93
Designer.....	110
Senior Designer.....	125
Junior Engineer.....	88
Assistant Engineer.....	110
Associate Engineer.....	130
Senior I Engineer.....	145
Senior II Engineer.....	160
Principal Engineer.....	180

**Geomatics (Surveying & Mapping)**

Survey Technician .....	\$68
Junior Surveyor .....	85
Assistant Surveyor.....	105
Associate Surveyor.....	120
Senior I Surveyor.....	135
Senior II Surveyor.....	150
Principal Surveyor .....	172
One-Man Survey Crew .....	\$155
Prevailing Wage.....	170
Two-Man Survey Crew .....	200
Prevailing Wage.....	230

**Planning**

Planning Technician .....	\$68
Junior Planner .....	83
Assistant Planner.....	100
Associate Planner.....	115
Senior I Planner.....	130
Senior II Planner.....	145
Principal Planner .....	160

**Construction Management**

Construction Technician.....	\$88
Assistant Construction Manager.....	110
Associate Construction Manager.....	125
Senior I Construction Manager.....	140
Senior II Construction Manager.....	155
Principal Construction Manager .....	180
Construction Inspector .....	\$83
Prevailing Wage .....	110
Senior Construction Inspector .....	98
Prevailing Wage .....	115
Chief Inspector/Owner's Representative .....	110
Prevailing Wage .....	120

**Geographic Information Systems (GIS)**

GIS Technician .....	\$85
GIS Analyst .....	125
GIS Principal.....	165
IT Specialist .....	165

**General**

Technical/Clerical Support .....	\$65
Environmental Specialist.....	175
Senior Program Manager.....	175
Special Consultant.....	200
<i>(Principal with specialized skills in engineering, geomatics or planning)</i>	

Rapid Response = Minimum charge of four (4) hours at 1.5 times the regular rate

Expert Witness/Deposition Rate = two (2) times regular rate

Out-of-town Survey Crew Travel = 1/2 times regular rate

Outside Consultant..... Cost + 15%

Reimbursable Expenses .....

In-house reimbursable expense rates available upon request.

Note: Adjustments to rates are normally made on January 1<sup>st</sup>, however, Penfield & Smith reserves the make adjustments at any time.

ATTACHMENT 5  
EXHIBIT C  
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**QUALIFICATIONS**

Ramseyer and Associates, Inc. is a civil engineering firm whose principals have been practicing in Ventura County since the early 50's and 60's. The sole focus is civil engineering, including surveying, land planning, and related services. Our principals and staff members are registered professional civil engineers, structural engineers, and land surveyors.

Our clients include private land developers and public agencies, generally limited to Ventura County with some work in Santa Barbara, San Luis Obispo, Riverside, San Bernardino, and Los Angeles Counties. We are dedicated to quality, rather than quantity, and consistently provide service on time, within budgets, and cost saving designs beyond the minimum requirements of the client's needs. Our repeat clients are testimony to this dedication. Our new clients are obtained through our reputation, rather than active marketing efforts.

All of our engineers and surveyors are supported by the latest computer hardware and software for accurate results on the following services:

- Civil Engineering
- Planning
- Water and Sewer Systems
- Flood Control and Drainage
- Municipal/Governmental Processing
- Grading
- ALTA Surveys
- Boundary Surveys
- Construction Staking
- Subdivision Maps (Tracts, PM's)
- Topographic Surveys

**Rates for Professional Services:**

Engineering, Design, Processing, Professional Consultation,  
Public Hearings, Computer Calculations \$132/Hour

**Field Surveying**

Two Man Survey Party \$200/Hour

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ATTACHMENT 5  
EXHIBIT C  
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**HOURLY RATE SCHEDULE**  
Effective January 2009 through December 2009

<u>OFFICE PERSONNELS / hr.</u>	<u>2009</u>
Senior Principal .....	250.00
Principal .....	230.00
Project Director .....	210.00
Senior Project Manager .....	198.00
Project Manager .....	190.00
Structural Engineer .....	190.00
Technical Manager .....	177.00
Senior Engineer .....	160.00
Senior Planner .....	160.00
Electrical Engineer .....	153.00
Landscape Architect .....	149.00
Senior GIS Analyst .....	146.00
Project Engineer .....	144.00
Project Planner .....	144.00
Environmental Specialist .....	135.00
Design Engineer/Senior Designer/Mapper .....	132.00
GIS Analyst .....	119.00
Designer/Planner .....	114.00
Graphic Artist .....	97.00
Environmental Analyst/Staff Planner .....	97.00
Design Technician .....	95.00
Assistant Engineer/Planner .....	91.00
Engineering Aid/Planning Aid .....	73.00
 <u>FIELD PERSONNEL</u>	
2-Person Survey Crew .....	240.00
1-Person Survey Crew .....	165.00
Licensed Surveyor .....	175.00
Field Supervisor .....	170.00
 <u>CONSTRUCTION MANAGEMENT PERSONNEL</u>	
Construction Manager .....	180.00
Resident Engineer/Project Manager .....	151.00
Senior Construction Inspector .....	119.00
Construction Inspector .....	115.00
Field Office Engineer .....	109.00
Construction Technician .....	95.00
 <u>OTHER SERVICES AND FEES</u>	
Project Coordinator .....	108.00
Permit Processor .....	81.00
Clerical/Word Processing .....	63.00
Vehicle Mileage .....	0.60/Mile

Note:  
Blueprinting, reproduction, messenger service and other direct expenses will be charged as an additional cost plus 15%. A Sub-consultant Management Fee of fifteen-percent (15%) will be added to the direct cost of all sub-consultant services to provide for the cost of administration, sub-consultant consultation and insurance.

**MISCELLANEOUS SUB-CONSULTANT FEE SCHEDULES**

**EXHIBIT C**

1. Fountainhead Architects – Licensed Architect  
\$115 per hour
  
2. LDB Incorporated (Electrical Engineers)
  - Principal - \$150 per hour
  - Professional Engineer - \$150 per hour
  - Designer - \$115 per hour
  - CADD Draftsman - \$95 per hour
  
3. Hauer Engineering (Licensed Structural Engineer)  
\$160 per hour

ATTACHMENT 5

EXHIBIT C

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