DATE: February 20, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Ashley Golden
Development Services Director

SUBJECT: Agreement for On-Call Design and Planning Project Management Services.

CONTACT: Ashley Golden, Development Services Director
Ashley.Golden@oxnard.org, 385-7882

RECOMMENDATION:

That City Council award and authorize the Interim City Manager to execute the first amendment to Agreement 7746-17-DS with Johnson & Muller Architects for On-Call Design and Planning Project Management Services to increase the total contract amount to $300,000 and extend the contract term to three years and 11-months.

BACKGROUND

The City of Oxnard currently has a $100,000 on-call contract (Agreement No. 7746-17-DS) with Johnson & Muller as the result of a 2016 Request for Qualifications (RFQ). Johnson & Muller primarily reviews and provides comments on development projects through the City’s Development Advisory Committee (DAC).

Due to city-wide pending projects and needs, in August 2017, the Planning Division issued a new RFQ for On-Call Design and Planning/Architectural Project Management Services. This RFQ was distributed to 58 architectural and planning firms and was also advertised on the City’s website. Ultimately, seven firms submitted a qualifications package and three firms were selected (including Johnson & Muller Architects).

Staff’s selection of Johnson & Muller Architects is based on the firm’s previous work with the
City performing architectural review and design services, as well as their general experience as a diverse, full-service architectural design and project management firm. Two other firms, Coastal Architects and Sargent Town Planning, will appear on the City Manager’s contract list on February 20, 2018 and are proposed to also be utilized for projects within the approved scope of work.

Johnson & Muller’s proposed first amendment to Agreement will amend the 2016 scope of work and include the additional city needs identified in the August 2017 RFQ. The 2017 scope of work incorporates all elements from the already approved 2016 scope and expands the scope to accommodate the additional services, such as professional architectural design services and construction management. These new services will primarily serve the Public Works Department. Services to the Planning Division will continue to include providing architectural review and comments on proposed development applications.

The amended contract with Johnson & Muller Architects is expected to serve the needs of the Public Works Department and Planning Division, but other City departments will be able to utilize the contract for work identified within the scope of work and within contract limits. With the increase is scope and additional departments utilizing the contract, the contract amount will increase from $100,000 to $300,000 over a three-year and 11-month period.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve our infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:

Goal 4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.
Objective 4a. Implement CIP plans.
Objective 4b. Catch up on deferred maintenance for City facilities.

This agenda item also supports the Economic Development strategy. The purpose of the Economic Development strategy is to develop and enhance Oxnard’s business climate, promote the City’s fiscal health, and support economic growth in a manner consistent with the City’s unique character. This item supports the following goals and objectives:

Goal 1. Create vibrant and economically sustainable commercial, industrial and retail industries throughout the City.
Objective 1a. Focus available resources on a comprehensive effort to promote economic activity in Oxnard, including a marketing program that communicates the City’s available resources and assets.

Goal 2. Enhance business development throughout the City.
Objective 2a. Develop a strong citywide economy which attracts investment, increases
the tax base, creates employment opportunities, and generates public revenue.

FINANCIAL IMPACT

This is an on-call agreement. The cost of this agreement is not to exceed $300,000 over a three-year and 11-month period. The specific funding sources will be identified with each proposed task based on department’s operational funds, e.g., General Fund or Public Works. Based on the services rendered, expenses will be charged to corresponding operating budgets or deposit accounts. Architectural review services provided to the Planning Division are completely reimbursed through development fees and as a result of the DAC review.

ATTACHMENTS:

Attachment A: First Amendment to Agreement No. 7746-17-DS
FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment ("First Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this ______ day of ________, 2018, by and between the City of Oxnard, a municipal corporation ("City"), and Johnson & Muller Architects, a California professional corporation ("Consultant"). This First Amendment amends the Agreement entered into on February 14, 2017, by City and Consultant.

City and Consultant agree as follows:

1. Section 1 of the Agreement, Scope of Services, is amended to include the services set forth in Exhibit A1, attached hereto and incorporated in full herein by this reference.

2. In Section 12 of the Agreement, Term of Agreement, the date "June 30, 2019" is replaced by the date "January 31, 2021".

3. Subsection a. of section 14 of the Agreement is amended as follows:
   a. The figure "$100,000" is replaced by the figure "$300,000".
   b. Exhibit B is replaced by Exhibit B1, attached hereto and incorporated in full herein by this reference.

4. Section 21 of the Agreement, Indemnity, is deleted in its entirety and replaced with the following:

   "Hold Harmless, Indemnity and Defense:

   (1) To the extent that claims against the City arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant or its employees, agents or subcontractors ("Claims"), then to the maximum extent permitted under the provisions of California Civil Code Section 2782.8, Consultant shall indemnify, hold harmless, and defend (with counsel approved by City) City and its officials, directors, officers and employees ("Indemnified Parties") against all Claims and from (i) all losses, damages, fines, penalties, judgments and other liabilities arising from or in connection with any Claim and (ii) all reasonable attorney's fees, investigative costs, administrative expenses, court costs, expert witness fees and other defense costs of any nature or kind and costs of any elected or mandatory alternative resolution proceedings arising from or in connection with any Claim.

   (2) The duty to defend the Indemnified Parties is independent of the duty to indemnify and is a separate and distinct obligation. To the maximum extent permitted under California Civil Code Section 2782.8, the duty to defend a Claim shall apply to all proceedings, whether administrative, judicial, equitable, special or
alternative and such duty shall be triggered immediately upon tender by an Indemnified Party of the Claim to Consultant and at any stage of the proceedings. The obligation to defend extends through final judgment and exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party.

5. As so amended, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed and delivered as of the day and year first above written.

CITY OF OXNARD

Tim Flynn, Mayor

Date

ATTEST:

Michelle Ascencion, City Clerk

Date

CONSULTANT

John A. Muller, AIA, Principal

Date

Nils C. Johnson, AIA, Principal

Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Date 2/12/18

APPROVED AS TO CONTENT:

Kathleen Mallory, Project Manager

Date 2/12/18

Ashley Golden, Department Head

Date 2/12/18

APPROVED AS TO AMOUNT:

Scott Whitney, Interim City Manager

Date

APPROVED AS TO INSURANCE:

Mike More, Risk Manager

Date

The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

PLEASE DO NOT REMOVE THIS BOX
EXHIBIT A1

SCOPE OF SERVICES

Consultant will provide on-call design and planning project management services and other related services, including:

a. Participate as a member of the Development Advisory Committee (up to three meetings per month) to provide timely review and comments on proposed development applications. Such review will be at the direction of the Planning Division, and may include site planning, but would be focused on architectural design concerns, including appropriateness of proposed design to surrounding structures/communities and conformance with the zoning code and specific plan requirements, as appropriate.

b. Participate in meetings with City Staff to review and comment on architectural, site planning, and sign design applications.

c. Provide written comments on development projects as requested by City staff.

d. Analyze, revise, and update City General Plan, Zoning Code, long-range planning studies, development standards, and other programs.

e. Prepare planning studies and analyses.

f. Provide architectural and site design expertise on conceptual or long-range planning studies (which may include specific plans, master plans, transportation plans).

g. Make presentations before the Planning Commission, City Council, outside agencies, board, community groups and public at-large.

h. Provide architectural design services for public projects and public works construction projects. This includes preparation of conceptual plans and studies, space planning, planning entitlement packages, and construction drawings.

i. Provide project management services for public projects and public works construction projects including construction documentation, building permit processing, specification/bid procurement assistance, and construction administration.

j. Provide quality control.

k. Maintain complete and accurate project files including correspondence with Staff.

l. Provide a scope, schedule and budget for each project in review.

m. Other duties related to those above, as assigned by City staff.
EXHIBIT B1

COMPENSATION RATES

1. Compensation for Professional Services

1.1. Standard Hourly Rates:

- Principal .................................................. $180.00
- Architect .................................................. $160.00
- Project Manager ........................................... $130.00
- Senior Draftsman ......................................... $100.00
- Drafting .................................................. $85.00
- Clerical .................................................. $65.00

All hourly rates are subject to a six percent (6%) rate increase effective January 1st of each year.

All hourly rates shall be subject to a one point five (1.5) multiplier for all hours other than the standard work day of 7:00 a.m. to 6:00 p.m., Monday through Friday (excluding holidays), and for time in excess of eight (8) hours per day.

1.2. For services of outside Consultants, including but not limited to Structural, Mechanical and Electrical Engineers, Landscape Architects and Interior Designers, compensation shall be a multiple of one point one five (1.15) times the amount billed to the Architect for such services.

1.3. For reimbursable expenses, including but not limited to document reproduction, photography, express delivery and handling of documents and fees advanced, on the Client's behalf, compensation shall be a multiple of one point one five (1.15) times the amount expended by the Architect and his Consultants in the interest of the Project.

1.4. Should the Scope of Professional Services be expanded or revised to include additional work, or should plan revisions be requested by the Client after Architect has completed that plan or pertinent portion thereof, all related work will be considered as extra services, except as noted otherwise herein. Extra services will be performed and billed at the Architect's hourly rate fees as listed in Architect's Fee Schedule.

1.5. Architect's invoicing policy is to invoice on the last Friday of each month in proportion to the work completed during and through that month. Payment is due within thirty (30) days after the invoice date. A service charge of one percent (1%) per month is charged for all accounts outstanding beyond thirty (30) days. In addition, Consultant may suspend services under this Agreement until Consultant has been paid in full for all amounts due to Consultant. Payment to Consultant shall not be contingent upon Client's ability to collect from others.

1.6. If Client objects to any invoice submitted by Architect, he shall so advise the Architect in writing, giving his reasons, within fourteen (14) calendar days of the invoice date.
alternative and such duty shall be triggered immediately upon tender by an
Indemnified Party of the Claim to Consultant and at any stage of the proceedings.
The obligation to defend extends through final judgment and exhaustion of any
appeals. The defense obligation includes the obligation to provide independent
defense counsel if Consultant asserts that the liability is caused in whole or in part
by the negligence or willful misconduct of the Indemnified Party.

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  CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC;
  or
- For a partnership, the signature of a partner. If the partnership is
  a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate
signers, please submit to the City Attorney legally-binding
documentation stating who can sign and bind your company.

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