

AGREEMENT NO. 17-74

CITY OF MONTCLAIR

AGREEMENT FOR CONSULTANT SERVICES

PROJECT TITLE

THIS AGREEMENT is made and effective as of September 5, 2017, between the City of Montclair, a municipal corporation ("City") and Moule & Polyzoides, Architects and Urbanists, a California Corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on September 18, 2017 and shall remain and continue in effect for a period of 18 months until tasks described herein are completed, but in no event later than March 18, 2019, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. **PERFORMANCE**

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **CITY MANAGEMENT**

City's City Manager shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but not including the authority to enlarge the Tasks to be Performed or change the compensation due to Consultant. City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Tasks to be Performed or change Consultant's compensation, subject to Section 5 hereof.

5. **PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full,

based upon actual time spent on the above tasks. This amount shall not exceed \$543,000 for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement. Any additional work in excess of this amount shall be approved by the City Council.

(c) Consultant will submit invoices monthly for actual services performed with the exception of an initial \$25,000 payment which shall be due upon signing Said Agreement and applied to the initial Task 1 assignment. Further invoices shall detail all costs, rates and hours for individual tasks. Consultant will submit invoices monthly for actual services performed. Said invoices shall detail all costs, rates and hours for individual tasks. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of the Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

(d) Consultant agrees that, in no event shall City be required to pay to Consultant any sum in excess of ninety-five percent (95%) of the maximum payable hereunder prior to receipt by City of all final documents, together with all supplemental technical documents, as described herein acceptable in form and content to City. Final payments shall be made no later than sixty (60) days after presentation of final documents and acceptance thereof by City.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant on a pro-rata basis the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 5(c).

7. DEFAULT OF CONSULTANT

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to billed time, sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, claims, applications, computer files, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary

computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

9. INDEMNIFICATION

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any entity or individual that consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant. Said indemnification shall include any claim that Consultant, or Consultant's employees or agents, are considered to be employees of the City or are entitled to any employee benefits from City, including but not limited to those available under Public Employees Retirement Law.

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subconsultant or other person or entity involved by, for, with, or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section.

10 . INSURANCE

(a) Types of Required Coverages

Without limiting the indemnity provisions of the Contract, the Consultant shall procure and maintain in full force and effect during the term of the Contract, the following policies of insurance. If the existing policies do not

meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

- (1) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, with minimum limits of at least \$1,000,000 per occurrence for bodily injury, personal injury and property damage, and \$2,000,000 aggregate total bodily injury, personal injury and property damage. Commercial General Liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.
- (2) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), including owned, non-owned and hired autos, or the exact equivalent, with minimum limits of \$1,000,000 for bodily injury and property damage, each accident. If Consultant owns no vehicles, auto liability coverage may be provided by means of a non-owned and hired auto endorsement to the general liability policy. Automobile liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.
- (3) Professional Liability: Professional Liability Insurance with minimum limits of \$1,000,000 each claim. Covered Professional Services shall specifically include all work to be performed under the contract and delete any exclusion that may potentially affect the work to be performed.
- (4) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.

(b) Endorsements

Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

- (1) The insurance coverages required by Section (a)(1) Commercial General Liability; and (a)(2) Automobile Liability Insurance shall contain the following provisions or be endorsed to provide the following:

Additional Insured: The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Contract. Coverage for the additional insureds shall apply to the fullest extent permitted by law.

Additional Insured Endorsements shall not:

1. Be limited to "Ongoing Operations"

2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of contractor
4. Exclude "Third-Party-Over Actions"
5. Contain any other exclusion contrary to the Contract)

Primary Insurance: This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

- (2) The policy or policies of insurance required by Section (a)(4) Workers' Compensation shall be endorsed, as follows:

Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

(c) Notice of Cancellation

Required insurance policies shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(d) Waiver of Subrogation

Required insurance coverages shall not prohibit Consultant from waiving the right of subrogation prior to a loss. Consultant shall waive all rights of subrogation against the indemnified parties and Policies shall contain or be endorsed to contain such a provision.

(e) Evidence of Insurance

The Consultant, concurrently with the execution of the contract, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

(f) Deductible or Self-Insured Retention

Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

(g) Contractual Liability

The coverage provided shall apply to the obligations assumed by the Consultant under the indemnity provisions of this contract.

(h) Failure to Maintain Coverage

Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Contract. In addition, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

(i) Acceptability of Insurers

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing in accordance with the City.

(j) Claims Made Policies

If coverage is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial Consultant's Contract with the City and continuous coverage shall be maintained or an extended reporting period shall be exercised for a period of at least three (3) years from termination or expiration of this Contract. Upon expiration or termination of coverage of required insurance, Consultant shall procure and submit to City evidence of "tail" coverage or an extended reporting coverage period endorsement for the period of at least three (3) years from the time that all work under this contract is completed.

(k) Insurance for Subconsultants

Consultant shall be responsible for causing Subconsultants to purchase the same types and limits of insurance in compliance with the terms of this Contract/Agreement, including adding the City as an Additional Insured to the Subconsultant's policies.

11. INDEPENDENT CONTRACTOR

(a) Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control and shall not be construed to be employees of City for any purpose, including

eligibility under Public Employees Retirement Law. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

12. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Montclair in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Montclair will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the project performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's

prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, responses to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

(c) Consultant covenants that neither he/she nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent or subconsultant. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City:

Edward C. Starr
City Manager
City of Montclair
5111 Benito
Montclair, CA 91763

21. CONTENTS OF PROPOSAL

Consultant is bound by the contents of the proposal submitted by the Consultant, Exhibit "A hereto.

22. CONFIDENTIALITY

Information and materials obtained by the Consultant from City during the performance of this Agreement shall be treated as strictly confidential and shall not be used by the Consultant for any purpose other than the performance of this Agreement.

23. DISCRIMINATION

The Consultant agrees that no person shall be excluded from employment in the performance of this Agreement on grounds of race, creed, color, sex, age, marital status, or place of national origin. In this connection, the Consultant agrees to comply with all County, State and Federal laws relating to equal employment opportunity rights.

24. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF MONTCLAIR 9/15/17

By: *Carolyn M. Raft*
Mayor Pro Tem, Carolyn M. Raft

CONSULTANT

By: *[Signature]*
(Principal)

Attest:

By: *[Signature]*
City Clerk, Andrea M. Phillips

By: HEFANUS POUYTOUDES
(Title) EXEC VP

Approved as to Form:

By: *[Signature]*
City Attorney, Diane E. Robbins

21. CONTENTS OF PROPOSAL

Consultant is bound by the contents of the proposal submitted by the Consultant, Exhibit "A hereto.

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Information and materials obtained by the Consultant from City during the performance of this Agreement shall be treated as strictly confidential and shall not be used by the Consultant for any purpose other than the performance of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF MONTCLAIR

CONSULTANT

By: _____
Mayor, Paul M. Eaton

By: _____
(Principal)

Attest:

By: _____
City Clerk, Andrea M. Phillips

By: _____
(Title)

Approved as to Form:

By: _____
City Attorney, Diane E. Robbins

MOULE & POLYZOIDES

ARCHITECTS AND URBANISTS

3 August 2017

Marilyn Staats, Assistant City Manager
City of Montclair
5111 Benito Street
Montclair, CA 91763

Via E- mail: mstaats@cityofmontclair.org

Re: Montclair Place Specific Plan:

Dear Ms. Staats,

Moule & Polyzoides is pleased to present a proposal to the City of Montclair, for a new Specific Plan for the properties located within and around the Montclair Place Mall, south of the current boundary of the North Montclair DT SP area.

The Specific Plan will focus on the preparation of a re-development strategy and physical design scheme that transforms the current Mall site and its surroundings into a walkable, mixed use, compact and diverse open- air Town Center, a new Downtown for the City of Montclair. The Specific Plan will also propose the planning and incremental implementation of this scheme in phases, based on a thorough evaluation by a variety of technical consultants and an EIR.

This new Specific Plan will be structured in a manner that makes it wholly compatible in its administration, with the recently completed Second Amendment of the North Montclair DT Specific Plan.

We understand that the proposed Specific Plan will be part of a bifurcated planning process. Studio 111 will be producing a Development Master plan for CIM, the owners

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of the Mall. Moule & Polyzoides will be preparing a Specific Plan for the project area, including the Mall. The two planning teams will be collaborating during the first three work tasks, to generate a common initial planning vision.

The following is a summary outline of tasks, and a description of the scope of work for each task, for the M&P Specific Plan project only:

- T1. Analysis & Discovery;*
- T2. Pre Charrette: Preparation of Development Strategies & Schemes;*
- T3 Charrette: Choice of Preferred Development Strategy and Scheme;*
- T4. Post Charrette: Unpacking with City Technical Staff and Community Outreach;*
- T5. Generation of the Final Drawings & Writings;*
- T6. Production of the Specific Plan Document in Three Drafts;*
- T7. EIR Support;*
- T8. Adoption Hearings.*

A. -----SCOPE OF WORK

Task 1: Analysis & Discovery

During this phase, we will be completing the following discreet tasks:

- Assessing the physical character of the project site;
- Studying the location and configuration of the existing Mall buildings and considering their intended demolition and redevelopment;
- Studying recently proposed architectural improvements to the site;
- Studying previous relevant Master plan documents;
- Preparing the base drawings and digital (Sketchup) models to be used in this design process;
- Establishing the key building, street type and other ingredients from the menu provided within the North Montclair DT Specific Plan;
- Preparing a Specific Plan Template that is derived from the document structure of the North Montclair DT Specific Plan;

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- Establishing a range of programmatic uses for the project based on the market study prepared by the economic consultant;
- Meeting as necessary to review and advance the work.

Deliverables for Task 1:

A memo summarizing key constraints and opportunities for the redevelopment of the Montclair Place site.

Fees & Schedule for Task 1:

Work on this task will be completed within two weeks for a fee of \$ 25,000.

Task 2: Pre Charrette: Preparation of Development Strategies & Schemes

We anticipate that this task will be undertaken by Moule & Polyzoides staff in collaboration with Studio 111. We are expecting that this work will be carried out in various iterations and in close collaboration with you and your staff.

- Using the key design- driven ingredients derived from the North Montclair DT Specific Plan, and on the analyses generated by the technical sub- consultants, we will be preparing at least two alternative integrated infrastructure, building, open space, landscape and parking schemes that include the following ingredients:
 - 1 A grid of streets and blocks that provide for the incremental development of the site and connect to existing and future transit and bicycle networks, while allowing the existing Mall to continue in operation for some time into the future,
 - 2 A preferred building and open space pattern for accommodating the program and infilling the project area, and
 - 3 A project yield that is based on the appropriate mix of uses and building types for each block.
 - 4 There will be team and client meetings as necessary to complete this task, and one scheduled meeting with City of Montclair staff. No technical consultants will be used.

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Deliverables for Task 2:

Drawing sketches and rough Sketchup models and writings that convey the formal characteristics and planning content of each alternative scheme.

Fees & Schedule for Task 2:

Work on this task will be completed within two weeks for a fee of \$ 25,000.

Task 3: Charrette: Choice of a Preferred Development Strategy and Scheme

In collaboration with Studio 111, M&P will be organizing a three- day charrette to vision the development patterns and phases of re development of the Montclair Place property and surrounding parcels. The charrette will be private and closed to the public. CIM, City staff will be involved throughout the charrette, and others will be participating by invitation only.

During the charrette, we will be completing the following discreet tasks. We are expecting that this work will be carried out in various iterations and in close collaboration with you and your staff and the entire Consultant Team:

- Refining a preferred development scheme integrating its key architectural and urban components: Program, infrastructure, open space, landscape, parking, multi-modal connections, and buildings.
- Framing the most compelling possible strategy on how existing resources and assets can be incorporated into a development vision;
- Producing preliminary drawings, models and written notes that establish the character and development sequence of the vision;
- Developing a preliminary implementation and phasing strategy;
- Meeting with clients and City of Montclair staff as necessary, during and after the charrette.

Deliverables for Task 3:

1 A Conceptual Regulating Plan, including street, block and lot patterns, with assignment of development intensity to each lot;

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- 2 A Conceptual illustrative Plan that indicates the best distribution of building type footprints per block;
- 3 An Off- street Parking Plan, proposing how vehicular circulation and parking can be accommodated within each block;
- 4 Transportation Plan showing multi-modal links to the Metrolink/Gold Line Station and existing and future bus routes and bike routes;
- 4 A Streetscape, Landscape and Open Space Plan;
- 5 A Sketch up model of the entire project illustrating the final development patterns of the project;
- 6 Building, Open space, landscape, transportation types and other ingredients, that are not currently part of the North Montclair DT Specific Plan, but can be compatible with it.

Fees & Schedule for Task 3:

Work on this task will be completed within one week for a fee of \$70,000.

Task 4: Post Charrette: Unpacking with City Technical Staff and Community Outreach;

Two significant kinds of project outreach will be carried out after the charrette:

- We will engage with the technical departments of the City of Montclair to seek their support and acceptance of the proposed project standards, and to negotiate our project's general conformance with the technical standards of the North Montclair DT Specific Plan;
- We will conduct at least two community and stakeholder meetings to present the emerging form and regulatory framework of the project and solicit comments and advice.

Deliverables for Task 4:

Memos and sketches describing the progress and final results of the outreach efforts.

Fees & Schedule for Task 4:

Work on this task will be completed within three weeks for a fee of \$ 25,000.

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Task 5: Generation of the Final Drawings and Writings

At this time, and with City and Community support secured, we will proceed to finalize all the necessary drawings and writings on all technical subjects, for inclusion into the final document. We will also refine the implementation and phasing strategies in conjunction with City department input.

Deliverables for Task 5:

Final drawings in coordinated scales and presentation techniques, and writings from every member of the consultant team.

Fees & Schedule for Task 5:

Work on this task will be completed within four weeks for a fee of \$ 75,000.

Task 6: Production of the Specific Plan Document in Three Drafts

Based on staff input and a complete set of writings and documents from all consultants, M&P will produce the Montclair Place Specific through three- drafts: an Administrative Draft Specific Plan, a Public Review Draft Specific Plan, and a Public Hearing Draft Specific Plan. The Administrative Draft will be modelled on the recently adopted NMDSP, consisting of revised pertinent text from the NMDSP adding necessary new text and associated illustrative/precedent images, preparing a development code, and revising the map and drawing exhibits prepared in Task 3 (Charrette) and revised in Task 5 (Generation of the Final Drawings and Writings).

Upon completion of the Administrative Draft, M&P will meet with the City to review City staff's comments on the Administrative Draft Specific Plan and then prepare the Public Review Draft Specific Plan to be released simultaneously with the Environmental Impact Report (EIR) for public review. Once public review is complete, M&P will meet with City staff to review any public comments, discuss how the public comments are incorporated into the Specific Plan document, and then prepare the Public Hearing Draft Specific Plan for presentation to the Planning Commission and City Council.

Deliverables for Task 6:

A Specific Plan in three drafts and under the following preliminary Table of Contents:

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1. INTRODUCTION

- 1.1 Relationship to Existing North Montclair Specific Plan
- 1.2 Purpose
- 1.3 Context

2. THE PLAN

- 2.1 The Plan Program and Concept
- 2.2 The Plan Program
- 2.3 The Plan Concept
- 2.4 Transportation

3. ILLUSTRATIVE PROJECTS

- 3.1 Illustrative Concepts
- 3.2 Area 1 (name to be determined)
- 3.3 Area 2 (name to be determined)
- 3.4 Area 3 (name to be determined)
- 3.5 Area 4 (name to be determined)

4. PUBLIC REALM

- 4.1 Making the Public Realm
- 4.2 Public Realm Standards
 - 4.1.010 General Block and Street Design Standards (including design standards for street trees, street lights, street furnishings and bike racks, sidewalks and curb extensions, etc.).
 - 4.1.020 General Park, Plaza, and Open Space Design Standards

5. THE CODE

- 5.1 Purpose and Applicability

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5.1.010 Purpose

5.1.020 Applicability

5.1.030 Administration

5.1.040 Submittal Requirements

5.1.050 Peer Review

5.2 Regulating Plan and Zones

5.3 Allowable Land Uses and Planning Permit Requirements

5.4 Urban Standards

5.4.010 Zone 1 (name to be determined)

5.4.020 Zone 2 (name to be determined)

5.4.030 Zone 3 (name to be determined)

5.4.030 Zone 4 (name to be determined)

5.5 Architectural Standards

5.5.010 Architectural Type Standards

5.5.020 Frontage Type Standards

5.5.030 Sign Guidelines

5.5.040 Architectural Style Guidelines

5.6 Other Project Design and Development Standards

5.6.010 Parking Design

5.6.020 Landscape and Outdoor Lighting Standards

5.6.030 Subdivision Standards

5.7 Glossary

6. IMPLEMENTATION

6.1 Airport Connectivity

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6.2 Infrastructure Improvements

6.3 Phasing

6.4 Parking (Park-once and shared)

APPENDIX 1 : CONFORMANCE MATRIX

APPENDIX 2 : OTHER

Fees & Schedule for Task 6:

Work on the first and second drafts will be completed over six weeks, for a fee of \$ 65,000. The final draft schedule will follow the schedule of Tasks 7 & 8.

Task 7: Environmental Impact Report (EIR) Support

M&P will support the EIR process to ensure the Specific Plan vision/proposed development is reflected accurately in the EIR. Tasks include working with the EIR consultant to generate/review the project description, confirming the development potential, confirming/helping determine the EIR alternatives, and helping answer public comments, including responding to any comments that relate directly to the Specific Plan.

Deliverables for Task 7:

Written materials and drawings as necessary to support the work of the EIR consultant.

Fees & Schedule for Task 7:

Work on this task will be completed within twelve months for a fee of \$ 25,000.

Task 8: Adoption Hearings

M&P will attend one (1) Planning Commission meeting and one (1) City Council meeting and then incorporate any Commission and/or Council comments into the Final Specific Plan Update document.

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Deliverables for Task 8:

Adjustments to the second draft of the Specific Plan.

Fees & Schedule for Task 8:

Work on this task will be completed within six weeks for a fee of \$ 15,000.

B. -----CONSULTANT TEAM

We will be engaging the following technical consultants to support the Specific Plan Process. Each of them will be operating under a particularly crafted scope of work. They will be contributing across the entire project, with a particular focus on specific chapters of the Specific Plan, where their expertise is required. If the services of any other consultant become necessary, we will be submitting to you a proposal to hire them under a separate agreement. The individual Letters of Agreement and Moule & Polyzoides, will be sent to you in a different message, once concluded.

- *Civil Engineering: DRC Engineering*
- *Transportation: ALTA Planning **
- *Economics: HR&A*
- *Retail: Gibbs Planning*
- *Landscape: Mia Lehrer & Associates*
- *EIR: Dudek (not part of this contract)*
- *EIR Traffic Analysis: Stantec (not part of this contract)*

C. -----SCHEDULE & FEES

C.1. Moule & Polyzoides Fees:

<i>Task 1:</i>	<i>\$ 25,000</i>
<i>Task 2:</i>	<i>\$ 25,000</i>
<i>Task 3:</i>	<i>\$ 70,000</i>
<i>Task 4:</i>	<i>\$ 25,000</i>

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<i>Task 5:</i>	<i>\$ 75,000</i>
<i>Task 6:</i>	<i>\$ 65,000</i>
<i>Task 7:</i>	<i>\$ 25,000</i>
<i>Task 8:</i>	<i>\$ 15,000</i>

Total: \$325,000

C.2 . Sub Consultant Fees:

<i>Civil Engineering:</i>	<i>\$ 30,000*</i>
<i>Transportation:</i>	<i>\$ 40,000</i>
<i>Economics:</i>	<i>\$ 75,000</i>
<i>Retail:</i>	<i>\$ 20,000</i>
<i>Landscape:</i>	<i>\$ 38,000</i>

Total: \$203,000

Grand Total: \$528,000

* \$30,000 civil engineering fee is to prepare conceptual grading and utility plans along with the preliminary hydrology study for the EIR. This fee does not include utility phasing and implementation, which will be estimated once the Master Plan portion is complete and once the amount of development and uses are determined.

For the scope of work as described above, the City of Montclair shall pay Moule & Polyzoides a fee of \$325,000. The proposed fee will be paid according to the following schedule: \$25,000 will be due upon the signing of the contract and applied to the Task 1 payment.

Consultants will be paid directly by client, upon confirmation by Moule & Polyzoides of the satisfactory completion of their assigned tasks. The balance of all payments will be invoiced upon the progress of work and will be paid within 30 days of submission.

Reimbursable expenses will be in addition, estimated as an allowance of \$15,000, and

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will include the costs of transportation, delivery, process printing and other costs incurred by the Consultant Team in its service on this project. Expenses paid directly by various consultants will be billed by M&P to Client at a multiplier of 1.15 to cover administrative and processing costs.

Any work by M&P in addition to the scope described above will be paid on an hourly basis according to our office's established 2017 rates.

It is anticipated that our services on this project will be completed within 16 months of the awarding of the contract for the work. One (1) master copy of all drawings and documents produced under this contract will be provided to client. There is no multiple copy printing included in this proposal.

All other contractual conditions and details will be covered by a City of Montclair Agreement for Professional Services.

We are very much looking forward to beginning work on this extraordinary project. Please call me, if you have any questions.

Sincerely,



Stefanos Polyzoides, Architect and Urbanist

AGREED

Name

Date