



# CITY COUNCIL AGENDA REPORT

**DATE:** MAY 18, 2020 **FILE I.D.:** MPL050

**SECTION:** CONSENT - AGREEMENTS **DEPT.:** COMMUNITY DEV.

**ITEM NO.:** 3 **PREPARER:** M. STAATS

**SUBJECT:** CONSIDER APPROVAL OF AGREEMENT NO. 20-38, THE SECOND AMENDMENT TO AGREEMENT NO. 17-74 WITH MOULE & POLYZOIDES FOR PREPARATION OF THE MONTCLAIR PLACE DISTRICT SPECIFIC PLAN

**REASON FOR CONSIDERATION:** Proposed amendments to the Scope of Work for Professional Services Agreements require City Council approval when the consideration for the work exceeds ten percent of the amount of the Agreement. An amendment to Agreement No. 17-74, a Professional Services Agreement with Moule & Polyzoides, is presented for consideration to provide for completion of certain tasks related to the Montclair Place District Specific Plan.

Proposed Agreement No. 20-38 is attached for City Council consideration. Professional Services Agreement No. 17-74 and Agreement No. 19-82, the First Amendment to Agreement No. 17-74, are also included in the agenda packet for City Council reference.

**BACKGROUND:** As the City Council is aware, staff is working with the owners of Montclair Place on the development of the Montclair Place District Specific Plan. Agreement No. 17-74 authorized Moule & Polyzoides to prepare the Specific Plan for the Montclair Place District Specific Plan in late 2017. In 2019, Agreement No. 19-82 was approved by the City Council extending the term of the Professional Services Agreement with Moule & Polyzoides for completion of the Specific Plan.

The draft Specific Plan document has been reviewed by staff and the owners of Montclair Place. Staff has requested the addition or amendment of several tasks related to completion of the Specific Plan requiring an amendment to the Scope of Work originally presented in Professional Services Agreement No. 17-74. The main revisions to the Scope of Work include the following items based on the review of the draft Specific Plan:

- Recalculate development potential based on the proposed phasing pattern.
- Recalculate development potential based on the street grid adjustments.
- Reformat and update signage standard language and signage section based on staff comments.
- Clarify shop front overlay requirements.
- Update parking standards, parking waiver requirements, tandem parking and incorporate parking garage interior design standards.
- Introduce solid waste standards into document.
- Provide adjustments to Plan following public review of Specific Plan
- Attend adoption hearings.
- Edit final Plan.

The costs associated with revisions to the Scope of Work in the Professional Services Agreement are subject to reimbursement by the owners of Montclair Place. Staff representing the Montclair Place owner requested Moule & Polyzoides bring the proposed changes to the Scope of Work forward at this time for their budgeting purposes.

**FISCAL IMPACT:** Approval of Agreement No. 20-38 by the City Council would create no fiscal impact for the City.

The City would be reimbursed by the owner of Montclair Place, 5060 Montclair Plaza Lane Owner, LLC, for costs associated with Agreement No. 20-38. The cost for the work to be performed by Moule & Polyzoides is estimated to be \$52,840. The estimate includes a contingency amount of \$10,480. The original cost of the Professional Services Agreement with Moule & Polyzoides was \$528,000 plus \$15,000 for reimbursable costs. Authorization from the City Council is required for contractual changes exceeding ten percent of the original amount of the Agreement.

**RECOMMENDATION:** Staff recommends that the City Council approve Agreement No. 20-38, the Second Amendment to Agreement No. 17-74 with Moule & Polyzoides for preparation of the Montclair Place District Specific Plan.

**AGREEMENT NO. 20-38**

**SECOND AMENDMENT TO AGREEMENT NO. 17-74**

**THIS SECOND AMENDMENT TO AGREEMENT NO. 17-74** (this “Second Amendment”) is entered into as of May 18, 2020, by and between the City of Montclair, a Municipal Corporation (“City”) and Moule and Polyzoides, Architects and Urbanists, a California Corporation (“Consultant”). In consideration of the mutual covenants and conditions set forth in Agreement No. 17-74 and Agreement No. 19-82 herein, the parties agree as follows:

**RECITALS**

A. The City and Consultant executed an Agreement for Consultant Services (Agreement No. 17-74) on November 5, 2017. Pursuant to the terms of the Agreement Moule & Polyzoides, Architects and Urbanists will provide a Specific Plan document for the area denoted by the City as the Montclair Place District. The Montclair Place District Specific Plan will focus on the preparation of a redevelopment strategy and physical design scheme that transforms the current mall site and the area south of the mall into a walkable, mixed use, compact and diverse open-air town center, and a new downtown for the City of Montclair.

B. The City and Consultant executed the First Amendment to Agreement No 17-74 (Agreement No. 19-82) to extend the term of Agreement No. 17-74 to December 31, 2020.

C. The City and Consultant now propose to amend Agreement No. 17-74 to include the addition of tasks not specified in the original Scope of Services (Exhibit A to Agreement No. 17-74).

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

1. Section 2 of Agreement No. 17-74 shall be amended to read as follows:

2. SERVICES

Consultant shall perform the tasks described and set forth in Exhibit A and Amended 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 and Amended Exhibit A.

2. Section 5 (A) of Agreement No. 17-74 shall be amended to read as follows:

5. SERVICES

(A) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment set forth in Exhibit A, changes made pursuant to the authority of the City Manager described in Section 5 (b) and Amended 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 \$605,840 for the total term of the Agreement unless additional payment is approved as provided in the Agreement.

3. Except as provided above, all other terms of Agreement No. 17-74 and Agreement No. 19-82, shall remain in full force and effect as written. All terms used herein and not defined but defined in Agreement Nos. 17-74 and Agreement No. 19-82 shall have the meaning given to such terms therein.

4. This Second Amendment shall become effective upon adoption by the City Council.

IN WITNESS WHEREOF, the City and Consultant have executed this Second Amendment as of the date set forth above.

CITY  
**CITY OF MONTCLAIR,**  
a Municipal Corporation

CONSULTANT  
**MOULE & POLYZOIDES**  
a California Corporation

\_\_\_\_\_  
Javier "John" Dutrey, Mayor

\_\_\_\_\_  
Stefanos Polyzoides, Exec. Vice President

**ATTEST:**

\_\_\_\_\_  
Andrea M. Phillips, City Clerk

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Diane E. Robbins, City Attorney

Date: May 18, 2020

**MONTCLAIR PLACE DISTRICT SPECIFIC PLAN**

Additional Services Request

May 14, 2020

Task	Hours					Total Hours	Total Fee
	SP	JGN	VB	Designer			
	\$ 340.00	\$ 180.00	\$ 180.00	\$ 120.00	\$ 120.00		
<b>I. PUBLIC DRAFT SPECIFIC PLAN</b>							
2.1. Recalculated Development Potential for EIR based upon revised street grid.	0.5	8.0	-	-	-	8.5	\$ 1,610
2.2. Calculated Development Potential by phase for EIR.	0.5	4.0	-	-	-	4.5	\$ 890
3. Confirmed that building area numbers by use were consistent with the EIR traffic analysis assumptions.	0.5	4.0	-	-	-	4.5	\$ 890
4. Adjusted the street grid to move small park from southwest area to freeway-adjacent park and adjusted configuration of entry to Rambla from Central Avenue.	0.5	4.0	-	-	-	4.5	\$ 890
5. Recalculated development potential based on aforementioned street grid adjustments.	0.5	4.0	-	-	-	4.5	\$ 890
6. Worked with City Staff to update signage standards language and reformatted signage section to include new signage type diagrams and make signage section more user friendly.	1.0	8.0	-	-	-	9.0	\$ 1,780
7. Incorporated additional City staff comments into MPDSP document, including: a. Adjustments (text and reformatting) to Section 5.1.050 (Panning Compatibility and Architectural Review). b. Clarification of Shopfront Overlay requirements (Section 5.2.010) c. Update and reformatting of Land Use Table (Table 5-2). d. Update of Section 5.4 (Building and Articulation Standards) to make more user-friendly e. Update to Section 5.8.010 (Parking Design), including location of parking space standards, waiver of parking requirements, tandem parking requirements, parking garage interior design standards. f. Introduced new Solid Waste Standards (Section 5.80.030). g. Updated Glossary (Section 5.12).	1.0	40.0	-	-	-	41.0	\$ 7,540

Task	Hours				Total Hours	Total Fee
	SP	JGN	VB	Designer		
8. Projected Hours to finalize Specific Plan text edits for EIR (Week of 04/27/2020)	0.5	30.0	-	-	30.5	\$ 5,570
<b>SUBTOTAL TASK I</b>	<b>5.0</b>	<b>102.0</b>	<b>-</b>	<b>-</b>	<b>107.0</b>	<b>\$ 20,060</b>
<b>II. PUBLIC HEARING DRAFT AND FINAL SPECIFIC PLAN</b>						
1. Adjustments to Plan following Public Review of SP and EIR	1.0	24.0	-	-	25.0	\$ 4,660
2. Adoption Hearings	8.0	8.0	-	-	16.0	\$ 4,160
3. Edits to Final Plan	1.0	16.0	-	-	17.0	\$ 3,220
<b>SUBTOTAL TASK II</b>	<b>10.0</b>	<b>48.0</b>	<b>-</b>	<b>-</b>	<b>58.0</b>	<b>\$ 12,040</b>
<b>III. ADDITIONAL TASKS</b>						
1. Additional hours above February 19, 2020 Additional Services Request	2.0	21.0	-	40.0	63.0	\$ 9,260
2. Contingency	4.0	16.0	8.0	40.0	68.0	\$ 10,480
<b>SUBTOTAL TASK III</b>	<b>6.0</b>	<b>37.0</b>	<b>8.0</b>	<b>80.0</b>	<b>131.0</b>	<b>\$ 19,740</b>
Total Hours	21.0	187.0	8.0	80.0	461.0	
Total Professional Fee	\$ 7,140	\$ 33,660	\$ 1,440	\$ 9,600		\$ 51,840
Total Expenses Allowance (Printing, travel)						\$ 1,000
<b>Total</b>						<b>\$ 52,840</b>



# CITY COUNCIL AGENDA REPORT

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**DATE:** MAY 18, 2020 **FILE I.D.:** MPL050  
**SECTION:** CONSENT - AGREEMENTS **DEPT.:** COMMUNITY DEV.  
**ITEM NO.:** 4 **PREPARER:** M. STAATS  
**SUBJECT:** CONSIDER APPROVAL OF AGREEMENT NO. 20-39, THE SECOND AMENDMENT TO AGREEMENT NO. 17-76 WITH 5060 MONTCLAIR PLAZA LANE OWNER, LLC RELATED TO REIMBURSEMENT OF COSTS ASSOCIATED WITH THE MONTCLAIR PLACE DISTRICT SPECIFIC PLAN

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**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 20-39, the Second Amendment to Reimbursement Agreement No. 17-76 with 5060 Montclair Plaza Lane Owner, LLC related to costs associated with the Montclair Place District Specific Plan. Costs for consulting services that are incurred by the City related to development of the Montclair Place District Specific Plan are subject to reimbursement pursuant to Reimbursement Agreement No. 17-76 with 5060 Montclair Plaza Lane Owner, LLC (CIM Group).

Additional services from the consultants preparing the draft Montclair Place District Specific Plan and certain environmental documentation for the proposed development have been requested. Reimbursement Agreement No. 17-76 requires amendment to include the costs that will be paid to the City for the additional consulting services.

A copy of proposed Agreement No. 20-39 is attached for consideration by the City Council. Reimbursement Agreement No. 17-76 and Agreement No. 20-27 (the First Amendment) are included in the agenda packet for reference.

**BACKGROUND:** The City and 5060 Montclair Plaza Lane Owner, LLC executed Reimbursement Agreement No. 17-76 on January 18, 2018. Through the Reimbursement Agreement, the City is reimbursed for professional consulting services associated with preparation of a Specific Plan for the Montclair Place area. The proposed Specific Plan includes the area north of the I-10 Freeway and south of Moreno Street between Monte Vista and Central Avenues.

Agreement No. 20-27 was the First Amendment to the Reimbursement Agreement. The First Amendment was approved by the City Council on April 20, 2020 to include the services of David Evans and Associates Inc. The First Amendment authorized costs for analyses to be performed by David Evans and Associates Inc., related to sewer system capacity.

Proposed Agreement No. 20-39 will add provisions for the reimbursement of costs for work to be performed by David Evans and Associates Inc., and for Moule & Polyzoides. The work to be performed by David Evans and Associates, Inc., will be expanded to include some additional modeling and flow attribution. Moule & Polyzoides is charged with development of the Specific Plan document. A draft Specific Plan document is undergoing staff review.

The additional work to be provided by David Evans and Associates Inc., would further define sewer flow generation based on land-use distribution and phasing within the proposed Montclair Place Specific Plan area. The additional analyses would also identify the trigger points for implementing sewer system capacity upgrades and would determine proportional sewer flow attributable to the Montclair Place District Specific Plan and the North Montclair Downtown Specific Plan.

Moule & Polyzoides will provide additional work including changes in the draft specific plan to clarify overlay requirements, update land use tables, update parking requirements, add solid waste standards and update signage standards. Recalculation of developable square feet is also needed based on adjustments to the proposed street grid pattern.

**FISCAL IMPACT:** Approval of Agreement No. 20-39 by the City Council would create no fiscal impact for the City.

The City would be reimbursed by 5060 Plaza Lane Owner, LLC for costs associated with the professional consulting services to be provided by David Evans and Associates Inc., and Moule & Polyzoides. The cost of the additional work to be performed by David Evans and Associates, Inc., is estimated to be \$3,900. The cost of the work to be performed by Moule & Polyzoides is \$52,840 which includes a \$10,480 contingency.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 20-39, the Second Amendment to Agreement No. 17-76 with 5060 Montclair Plaza Lane Owner, LLC related to costs associated with the Montclair Place District Specific Plan.



AGREEMENT NO. 20-39

SECOND AMENDMENT TO AGREEMENT NO. 17-76

**THIS SECOND AMENDMENT TO AGREEMENT NO. 17-76** (this "Second Amendment") is entered into as of May 18, 2020, by and between the City of Montclair, a Municipal Corporation ("City") and 5060 Montclair Plaza Lane Owner, LLC, a Delaware limited liability company ("Applicant"). In consideration of the mutual covenants and conditions set forth in Agreement No. 17-76 and herein, the parties agree as follows:

**RECITALS**

A. The City and Applicant executed a Reimbursement Agreement on January 8, 2018 regarding reimbursement of fees incurred by the City related to the professional services necessary to develop the Montclair Place District Specific Plan.

B. The City Council approved the First Amendment to Agreement No. 17-76 (Agreement No. 20-27) on April 20, 2020 to retain the services of a fourth consulting firm to provide needed expertise and information necessary for the City's review process concerning the proposed project.

C. The City and Applicant now propose to amend Agreement No. 17-76 to add tasks to the Scope of Services to be performed by Moule & Polyzoides in preparation of the Montclair Place District Specific Plan and to memorialize costs for additional work approved by the Applicant that was performed by David Evans and Associates.

NOW, the City and Applicant hereby agree as follows:

1. Pursuant to Section 5 of Agreement No. 17-76, the City finds it necessary to amend the Scope of Work for Moule & Polyzoides. Applicant has been supplied the description to the proposed changes to the Scope of Work and provides consent to such changes. Applicant and City also seek to memorialize additional costs related to a change in the Scope of Work performed by David Evans and Associates.

2. Section 5.1 of Agreement No. 17-76 shall be amended to read as follows:

5.1 Estimated Costs; Deposit Account: The City aggregated initial costs for all consultant work were \$983,982. Through the First Amendment to Agreement No. 17-76, the City and Applicant approved supplemental services by Dudek, Moule & Polyzoides and David Evans and Associates in the amount of \$146,110 for an estimated aggregated total of \$1,130,092. In addition to the aggregated costs presented in the First Amendment to Agreement No. 17-76, the City and Applicant now approve supplemental services in the amount of \$3,900 with David Evans and Associates and **\$52,840** in supplemental service with Moule & Polyzoides. Total estimated costs for consultant services are estimated at **One Million One Hundred Eighty Six Thousand, Eight Hundred and Thirty-Two Dollars (\$1,186,832)** (the "**Estimated Costs**"). Notwithstanding the details provided for the Estimated Costs, the Estimated Costs also include Costs expended by the

City for the Project that were incurred prior to the submittal of a formal application, and a portion of the Estimated Costs will be used to reimburse the City for its previous Costs. Within forty-five (45) calendar days after the execution of this Agreement, the Applicant shall submit a deposit in the amount of One Hundred Thousand Fifty Dollars (\$150,000) to cover the Estimated Costs, which amount the City shall separately account for in a Project deposit account (the "**Deposit Account**").

3. Exhibit C — Estimated Costs for Each Consultant are hereby amended and attached to this Second Amendment to Agreement No. 17-76.
4. Except as provided above, all other terms of Agreement No. 17-76 and Agreement No. 20-27, shall remain in full force and effect as written. All terms used herein and not defined but defined in Agreement No. 17-76 shall have the meaning given to such terms therein.
5. This Second Amendment shall become effective upon adoption.

**IN WITNESS WHEREOF**, the City and Consultant have executed this Second Amendment as of the date set forth above.

CITY

**CITY OF MONTCLAIR,**  
a Municipal Corporation

\_\_\_\_\_  
Javier "John" Dutrey, Mayor

**ATTEST:**

\_\_\_\_\_  
Andrea M. Phillips, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Diane E. Robbins, City Attorney

Date:     May 18, 2020    

CONSULTANT

**5060 MONTCLAIR PLAZA LANE OWNER LLC**  
a Delaware Limited Liability Company

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT C**

**ESTIMATED COSTS FOR EACH CONSULTANT**

**DUDEK**

Dudek & Associates' current published rates for an initial total estimated amount of \$267,982.54. Amendments to the scope of work are estimated at \$128,410.00. Total estimated amount of consultant agreement is \$396,392.54.

**MOULE & POLYZOIDES ARCHITECTS**

Moule & Polyzoides Architects' current published rates for an initial total estimated amount of \$543,000. The first addition to the scope of work was \$10,000. The total estimated cost for the revised scope of work for the Second Amendment to Agreement No. 17-76 is \$52,840. The total estimated amount of the consultant agreement is \$605,840.

**BEST BEST & KRIEGER LLP**

Standard private rates per attorney (minus 10% discount) for a total estimated amount of \$173,000.

**DAVID EVANS AND ASSOCIATES LLP**

David Evans and Associates rate for the sewer system analyses is a fixed fee of \$7,500 not including expenses. Expenses are not anticipated to exceed \$200.00. The first addition to the scope of work was \$3,900. The total estimated amount of the consultant agreement is \$11,600.

**OTHER CONSULTANTS**

To be determined.



# CITY COUNCIL AGENDA REPORT

**DATE:** MAY 18, 2020                      **FILE I.D.:** TRN500  
**SECTION:** CONSENT - AGREEMENTS                      **DEPT.:** PUBLIC WORKS  
**ITEM NO.:** 6    **PREPARER:** N. CASTILLO  
**SUBJECT:** CONSIDER APPROVAL OF AGREEMENT NO. 20-41 WITH SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY FOR PHASE II OF THE MONTCLAIR METROLINK TRANSCENTER ACCESSIBILITY IMPROVEMENT PROJECT

CONSIDER AUTHORIZING A \$230,000 APPROPRIATION FROM **REDEVELOPMENT PROJECT AREA NO. III TAX ALLOCATION BONDS** FOR COSTS RELATED TO AGREEMENT NO. 20-41

**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 20-41 with San Bernardino County Transportation Authority (SBCTA) for Phase II of the Montclair Metrolink Transcenter accessibility Improvement project. SBCTA has obtained grant funding throughout its jurisdiction for access improvements to various transportation facilities, including the Montclair Transcenter. SBCTA and the City wish to enter into a cooperative agreement to design and construct the improvements.

A copy of Agreement No. 20-41 is attached for the City Council's consideration.

**BACKGROUND:** On February 12, 2016 the City executed Cooperative Agreement No. 16-13 for Phase I of the Metrolink Transcenter Accessibility Improvement Project. Construction of Phase I was completed in March of 2019. This agreement will set the roles and responsibilities for Phase II. Under this agreement, the City agrees to contribute towards the project an estimated \$184,140 for Phase II, as outlined in attachment A of the agreement. Staff is requesting authorization of up to \$230,000 as design of the project has not commenced and the costs at time of bid solicitation may increase. SBCTA agrees to take the lead for project management, planning, environmental, design, estimates, right-of-way acquisition, and construction

SBCTA was granted Active Transportation Program Cycle 4 funds for the project. The application covered several station upgrades along the San Bernardino Metrolink line. One of the stations included in the grant application was the Montclair transcenter. Improvements proposed for Montclair include crosswalks, sidewalks, and wayfinding signs on Arrow Highway and Fremont Avenue. Additionally, there will be improvements to the Pacific Electric Trail trailhead that is located west of Monte Vista Avenue.

**FISCAL IMPACT:** The City will waive any and all plan check and permit fees for the project. The funding commitments associated with the project will be funded from the **Redevelopment Project Area No. III Tax Allocation Bonds**.

**RECOMMENDATION:** Staff recommends that the City Council take the following actions:

1. Consider approval of Agreement No. 20-41 with San Bernardino County Transportation Authority for Phase II of the Montclair Metrolink Transcenter Accessibility Improvement Project.
2. Consider authorizing a \$230,000 appropriation from the **Redevelopment Project Area No. III Tax Allocation Bonds** for costs related to Agreement No. 20-41.