

RESOLUTION NO. 2018-145

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF MARINA AND JHW ARCHITECTS, INC., A CALIFORNIA CORPORATION, TO PROVIDE FOR ARCHITECTURAL DESIGN, ESTIMATING SERVICES AND PREPARATION OF A TIMELINE ASSOCIATED WITH THE PROPOSED SENIOR CENTER PROJECT, RENEWING AND EXTENDING THE TERM OF THE AGREEMENT TO PROVIDE FOR THESE ADDITIONAL SERVICES, AND AUTHORIZING A TRANSFER OF BUDGET AUTHORITY IN THE AMOUNT OF \$17,000 TO FUND 100-440-6300.570 INCREASING THE COMPENSATION TO BE PAID TO JHW ARCHITECTS, INC., BY AN AMOUNT NOT TO EXCEED \$37,940, AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES AND; AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1 ON BEHALF OF CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

WHEREAS, on September 15, 2017, the City of Marina had entered into an Agreement with JHW Architects, Inc. attached hereto as EXHIBIT “A”, to provide architectural design services, estimating services and timeline for the proposed Senior Center Project; and

WHEREAS, in 2017 the City of Marina submitted an application to Department of Housing and Community Development under its Community Development Block Grant (CDBG) Program to fund the Senior Center Project. While unsuccessful in the 2017 grant application submissions, it is anticipated that the City will be submitting another application in 2018. Moreover, CDBG potential funding available for the Senior Center Project for 2018 has been reduced from \$5,000,000 to \$3,000,000. The architect has informed city staff that the Project Goal Program is to build up to a 6,000 sq. ft., structure along with downsizing the project scope. It is anticipated that the full project at build out will be completed as two separate phases in two separate funding years. The structure will include a multipurpose room, small maintenance/electrical room, space for future kitchen, and separate men and women’s restroom. Phase II would include classrooms, separate office space for city staff, kitchen, pantry, storage rooms and additional restrooms. It is conceivable that upon completion of Phase II, the footprint of the facility would double in size; and

WHEREAS, the purpose of Amendment No. 1, attached hereto as EXHIBIT “B”, is to prepare the documents needed to submit an application to CDBG for funding of Phase 1 of the Senior Center Project. Amendment No. 1 to the Agreement is to provide for additional architectural design, estimating services and preparation of a timeline associated with the proposed Senior Center Project incorporates Scope of Work services, Cost Estimates and Timelines in EXHIBIT “B;” and

WHEREAS, should the City Council approve this request, staff is requesting a transfer authority in the amount of \$17,000 to Account No. 100-440-6300.570 from Account No. 100-190-000-00.6300.765 to provide additional funds to compensate JHW Architects, Inc., for architectural design, estimating services and preparation of a timeline associated with the proposed Senior Center Project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Marina does hereby:

1. Authorize Amendment No. 1 to the Agreement between City of Marina and JHW Architects, Inc., a California Corporation, for additional architectural design, estimating services and preparation of a timeline associated with the proposed Senior Center Project, renewing and extending the term of the Agreement to provide for these additional services; and
2. Authorize an additional appropriation in the amount of \$17,000 to Fund 100-440-6300.570 increasing the total compensation payable to JHW Architects, Inc., by an amount not to exceed \$37,940; and
3. Authorize the Finance Director to make necessary accounting and budgetary entries; and
4. Authorize the City Manager to execute Amendment No. 1 on behalf of City subject to final review and approval by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 4th day of December 2018, by the following vote:

AYES, COUNCIL MEMBERS: Amadeo, Morton, O'Connell, Brown, Delgado

NOES, COUNCIL MEMBERS: None

ABSENT, COUNCIL MEMBERS: None

ABSTAIN, COUNCILMEMBERS: None

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

**AMENDMENT NO. 1
TO THE AGREEMENT FOR ARCHITECTURAL DESIGN SERVICES
FOR THE SENIOR CENTER PROJECT**

THIS AMENDMENT NO. 1 ("Amendment No. 1") to the Agreement for Architectural Design Services for the Senior Center Project (THE "Agreement") entered into between the City of Marina ("City") and JHW Architects, Inc, a California Corporation ("Consultant") is made and entered into on December 1, 2018. City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Amendment No. 1.

Recitals

- A. City and Consultant entered into the Agreement on September 15, 2017.
- B. Since January 1, 2018, both Parties continued to perform under the Agreement which expired pursuant to its terms on December 31, 2017, and both Parties now wish to: (i) renew the Agreement retroactive to January 1, 2018; and (ii) to extend the term of the renewed Agreement to provide for additional services by Consultant after the date of execution of this Amendment No. 1 through and including February 1, 2019; and (iii) to ratify performance and amend the renewed Agreement to provide for additional services by and additional compensation to the Consultant.
- C. City desires to continue to retain JHW Architects, Inc. to provide additional architectural and estimating services and to prepare a timeline associated with the proposed Senior Center Project.
- D. Consultant represents and warrants that it continues to have the qualifications, experience and personnel necessary to properly perform the services as set forth herein and in the Agreement.

AMENDMENT NO. 1

For valuable consideration, the sufficiency of which is hereby acknowledged, City and Consultant agree that the Agreement is renewed, extended and amended on the terms and conditions set forth herein which are incorporated into the Agreement. Only the provisions of the numbered sections of the Agreement which are being amended hereby are included in this Amendment No. 1,

Section 1(a) of the Agreement "Scope of Work" is hereby deleted in its entirety and replaced with the following:

"1. (a) Scopes of Work.

- (a) Consultant is hereby hired and retained by the City to work in a cooperative manner with the City to fully and adequately perform architectural design, estimating services and preparation of a timeline for the Senior Center Project as more completely set forth in **EXHIBITS "A" and "A-1"** attached hereto ("Scopes of Work"), and by this reference made a part hereof, which includes Scopes of Work, Budgets and Timelines City may elect to delete certain tasks of the Scopes of Work at its sole discretion"

Section 2. (a) of the Agreement "Term of Agreement & Commencement of Work" is

hereby deleted in its entirety and replaced with the following:

“2. (a) Term of Agreement & Commencement of Work.

- (a) Unless otherwise provided, the term of the Agreement shall begin on the date of its full execution and shall expire on February 1, 2019, unless extended by amendment or terminated earlier as provided herein. The date of full execution is defined as the date when all of the following events have occurred:
 - (i) The Agreement was approved by the City Council or by the board, officer or employee authorized to give such approval; and
 - (ii) The office of the City Attorney indicated in writing its approval of the Agreement as to form; and
 - (iii) The Agreement was signed on behalf of Consultant by the person or persons authorized to bind Consultant thereto; and
 - (iv) The Agreement was signed on behalf of the City by the person designated to so sign by the City’s Council or by the officer or employee authorized to enter into this contract and is attested to by the Marina City Clerk.

The Agreement is renewed retroactively from January 1, 2018 and all of its provisions are deemed to have been in effect continuously since that time and the Parties respective performance is ratified from January 1, 2018 through the date of the full execution by both Parties of this Amendment No. 1.”

Section 3. (a) of the Agreement “Compensation” is hereby deleted in its entirety and replaced with the following:

“3. (a) Compensation.

- (a) City liability for compensation to Consultant under the Agreement as amended by Amendment No. 1 shall only be to the extent of the present appropriation to fund the Agreement and Amendment No., 1. For services to be provided under this Agreement and Amendment No. 1 City shall compensate Contractor in an amount not to exceed \$37,940 in accordance with the provisions of this Section.” Compensation for services provided under Amendment No. 1 shall be for services performed after the date of execution of Amendment No. 1 and shall not exceed \$17,000.

In all other respect the Agreement remains enforceable in accordance with its terms and in full force effect.

IN WITNESS WHEREOF, Consultant and the City by their duly authorized representatives, have executed this Amendment No. 1 on the dates set forth below, at Marina, California.

CITY OF MARINA

CONTRACTOR: JHW ARCHITECTS, INC.

By: _____
Name: Layne Long
City Manager

Name: Its:
Its:

Date: _____

Date: _____

Attest:

By: _____
City Clerk

Approved as to form:

By: _____
City Attorney

SCOPE OF WORK

1 Architectural Services

The City is seeking services to develop a PRELIMINARY PACKAGE, which will be attached to an Application for grant funding to the Department of Housing and Community Development under the Community Development Block Grant Program (CDBG). The Preliminary Package needs to contain a disclaimer that "This Preliminary Package and proposal is not binding".

1.1 Required Documents

Essential Duties and Responsibilities

- Prepare a Project Scope Narrative
- Site Plan
- Elevations
- Floor Plan
- Budget
- Construction Timeline (30 months beginning July 1, 2019)

1.2 Project Goal Program:

- Up to 6,000 sq. ft
- • Separate men and women's restroom
- A multipurpose room with moveable partition
- Space for a future kitchen
- • Maintenance/electrical room

1.3 Budget - Approximately \$3,000,000

- Complete attached Sources and Use Form

1.4 Timeline

- Anticipated construction timeline begins on July 1, 2019 for 30 months

PROPOSED SCOPE OF WORK

The Consultant proposes to provide the following services:

Task 1 Project meeting Attendance and Coordination

JHW Architects, Inc., JHW Architects, Inc., will attend one meeting with the City of Marina to discuss project overview; and, one meeting to review the progress of the work included with this contract and to provide consulting services. Additional meetings and consulting services will be performed, if required.

JHW Architects, Inc., will provide project management over the estimating services. JHW Architects, Inc., will provide weekly verbal progress reports that will include progress to date, identification of problem areas, recommendations and steps for the project Team to follow to resolve issues.

Task 2 Facility Design

JHW Architects, Inc., will amend Preliminary Plans and Specs documentation requiring the project footprint to be downsized from 2017 documents, to reflect the 2018 proposed budget, as defined by the Department of Housing and community Development under the Community Development Block Grant Program (CDBG). The document shall be stamped, dated and signed by a licensed architect.

Task 3 Cost Update

JHW Architects, Inc., will update calculations from the 2017 Cost Estimate Budget document, along with downsizing the footprint of the project to reflect the 2018 proposed budget, as defined by the Department of Housing and Community Development under the CDBG Program. Additional language shall be provided by City of Marina staff to be included in final documents to City. The document shall be stamped, dated and signed by a licensed architect.

Task 4 Timeline Documentation

JHW Architects, Inc., will provide timeline matrix document. The document shall be stamped, dated and signed by licensed architect.

Task 5 Additional Services

Services that are not specifically identified herein as services to be performed by JHW Architects, Inc., or its consultants are considered “Additional Services” for purposes of this Agreement. Client may request that JHW Architects, Inc., perform services that are considered Additional Services. However, JHW Architects, Inc., is not obligated to perform such Addition Services unless an amendment to this Agreement has been fully executed setting forth the Scope, Schedule and fee for such Additional Services. In the event JHW Architects, Inc., performs Additional Services before receipt of such executed amendment, Client acknowledges its obligation to pay for such services a JHW Architects, Inc., standard rates, within 30 days of receipt of JHW Architects, Inc., invoice.

CITY OF MARINA
AGREEMENT FOR ARCHITECTURAL DESIGN SERVICES FOR THE
SENIOR CENTER PROJECT

THIS AGREEMENT is made and entered into on September 15, 2017, by and between the City of Marina, a California charter city, hereinafter referred to as the "City," and JHW Architects, Inc., a California corporation & design professional, hereinafter referred to as the "Consultant." City and Consultant are sometimes individually referred to as "party" and collectively as "parties" in this Agreement.

Recitals

- A. City desires to retain Consultant for preliminary architectural design and estimating services associated with the City's Senior Center Project — Consultant shall provide services pertaining to the City this project including related support services for City as determined by the City Engineer.
- B. Consultant represents and warrants that it has the qualifications, experience and personnel necessary to properly perform the services as set forth herein.
- c. City desires to retain Consultant to provide such services.

Terms and Conditions

For of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises contained herein, City and Consultant agree to the following terms and conditions:

1. Scope of Work.

(a) Consultant is hereby hired and retained by the City to work in a cooperative manner with the City to fully and adequately perform architectural design services for the Senior Center, as more completely described in Exhibit "A" attached hereto ("Scope of Work") and by this reference made a part hereof. With prior written notice to Consultant, City may elect to delete certain tasks of the Scope of Work at its sole discretion.

(b) Consultant shall perform all such work with skill and diligence and pursuant to generally accepted standards of practice in effect at the time of performance. Consultant shall provide corrective services without charge to the City for work which fails to meet these standards and which is reported to Consultant in writing within sixty days of discovery. Should Consultant fail or refuse to perform promptly its obligations under this Agreement, the City may render or undertake the performance thereof and the Consultant shall be liable for any expenses thereby incurred.

(c) Services under this Agreement are to be performed by a design professional, as that term is defined in California Civil Code §2782.8(b)(2), and the design professional certifies that all design professional services shall be provided by a person or

persons duly licensed by the State of California to provide the type of services described in Section I(a). By delivery of completed work, design professional certifies that the work conforms to the requirements of this Agreement and applicable federal, state and local laws, and the professional standard of care in California.

(d) Consultant is responsible for making an independent evaluation and judgment of all relevant conditions affecting performance of the work, including without limitation site conditions, existing facilities, seismic, geologic, soils, hydrologic, geographic, climatic conditions, applicable federal, state and local laws and regulations and all other contingencies or considerations.

(e) City shall cooperate with Consultant and will furnish all information data, records and reports existing and available to City to enable Consultant to carry out work outlined in Exhibit "A." Consultant shall be entitled to reasonably rely on information, data, records and reports furnished by the City, however, the City makes no warranty as to the accuracy or completeness of any such information, data, records or reports available to it and provided to Consultant which were furnished to the City by a third party. Consultant shall have a duty to bring to the City's attention any deficiency or error it may discover in any information provided to the Consultant by the City or a third party.

2. Term of Agreement & Commencement of Work.

(a) Unless otherwise provided, the term of this Agreement shall begin on the date of its full execution and shall expire on December 31, 2017, unless extended by amendment or terminated earlier as provided herein. The date of full execution is defined as the date when all of the following events have occurred:

(i) This Agreement has been approved by the City's Council or by the board, officer or employee authorized to give such approval, and;

(ii) The office of the City Attorney has indicated in writing its approval of this Agreement as to form, and;

(iii) This Agreement has been signed on behalf of Consultant by the person or persons authorized to bind the Consultant hereto, and;

(iv) This Agreement has been signed on behalf of the City by the person designated to so sign by the City's Council or by the officer or employee authorized to enter into this Contract and is attested to by the Marina City Clerk.

(b) Consultant shall commence work on the Project on or by the date of execution of this Agreement. This Agreement may be extended upon written agreement of both parties. Consultant may be required to prepare a written schedule for the work to be performed, which schedule shall be approved by the City and made a part of Exhibit A, and to perform the work in accordance with the approved schedule.

3. Compensation.

(a) City liability for compensation to Consultant under this Agreement shall only be to the extent of the present appropriation to fund this Agreement. For services to be provided under this Agreement City shall compensate Consultant in an amount not to exceed Twenty thousand nine hundred forty (\$20,940.00) in accordance with the provisions of this Section and the Cost Estimate attached hereto as Exhibit B and incorporated herein by this reference

(b) Invoice(s) in a format and on a schedule acceptable to the City shall be submitted to and be reviewed and verified by the Project Administrator (see Section 5(a)) and forwarded to the City's Finance Department for payment. City shall notify Consultant of exceptions or disputed items and their dollar value within fifteen days of receipt. Payment of the undisputed amount of the invoice will typically be made approximately thirty days after the invoice is submitted to the Finance Department.

(c) Consultant will maintain clearly identifiable, complete and accurate records with respect to all costs incurred under this Agreement on an industry recognized accounting basis. Consultant shall make available to the representative of City all such books and records related to this Agreement, and the right to examine, copy and audit the same during regular business hours upon 24-hour's notice for a period of four years from the date of final payment under this Agreement.

(d) Consultant shall not receive any compensation for Extra Work without the prior written authorization of City. As used herein, "Extra Work" means any work that is determined by the City to be necessary for the proper completion of the Project but which is not included within the Scope of Work and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement.

(e) Expenses not otherwise addressed in the Scope of Services or the Fee Schedule incurred by Consultant in performing services under this Agreement shall be reviewed and approved in advance by the Project Administrator (Section 5(a)) and reimbursed to Consultant.

4. Termination or Suspension.

(a) This Agreement may be terminated in whole or in part in writing by either party in the event of a substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten days written notice of intent to terminate, and (2) provided an opportunity for consultation with the terminating party prior to termination,

(b) If termination for default is effected by the City, an equitable adjustment in the price provided for in this Agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due the Consultant at the time of termination may be adjusted to cover any additional costs to the City because of the Consultant's default. If after the termination for failure of Consultant to fulfill its contractual obligations, it is determined that the Consultant had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the City.

(c) The City may terminate or suspend this Agreement at any time for its convenience upon not less than thirty days prior written notice to Consultant. Not later than the effective date of such termination or suspension, Consultant shall discontinue all affected work and deliver all work product and other documents, whether completed or in progress, to the City.

(d) If termination for default is effected by the Consultant or if termination for convenience is effected by the City, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for termination shall provide for payment to the Consultant for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by Consultant relating to written commitments that were executed prior to the termination.

5. Project Administrator, Project Manager & Key Personnel.

(a) City designates as its Project Administrator Public Works Director/City Engineer Mr. Brian McMinn who shall have the authority to act for the City under this Agreement. The Project Administrator or his/her authorized representative shall represent the City in all matters pertaining to the work to be performed pursuant to this Agreement.

(b) Consultant designates Douglas Roberts, AIA as its Project Manager who shall coordinate all phases of the Project. The Project manager shall be available to City at all reasonable times during the Agreement term.

(c) Consultant warrants that it will furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement. Consultant, at the sole discretion of City, shall remove from the Project any of its personnel assigned to the performance of services upon written request of City. Consultant has represented to City that certain key personnel will perform and coordinate the work under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of the City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Douglas Roberts, AIA for JHW Architects, Inc.; and John Meyers for Build SJC, JHW's consultant.

6. Delegation of Work.

(a) If Consultant utilizes any consultants, persons, employees or firms having applicable expertise to assist Consultant in performing the services under this Agreement, Consultant shall obtain City's prior written approval to such employment. Consultant's contract with any other consultant shall contain a provision making the subcontract subject to all provisions of this Agreement. Consultant will be fully responsible and liable for the administration, completion, presentation, and quality of all work performed. City reserves its right to employ other Consultants in connection with this Project, and will perform all coordination between Consultant and those other Consultants, or pay additional fees for Consultant to do that work.

(b) If the work hereunder is performed by a design professional, design professional shall be directly involved with performing the work or shall work through his, her or its employees. The design professional's responsibilities under this Agreement as the licensed entity shall not be delegated. The design professional shall be responsible to the City for acts, errors or omissions of his, her or its consultants. Negligence of consultants or agents retained by the design professional is conclusively deemed to be the negligence of the design professional if not adequately corrected by the design professional. Use of the term consultant in any other provision of this Agreement shall not be construed to imply authorization for a design professional to use consultants for performance of any professional service under this Agreement.

(c) The City is an intended beneficiary of any work performed by a consultant for purposes of establishing a duty of care between the consultant and the City.

7.Skill of Employees. Consultant shall ensure that any employees or agents providing services under this Agreement possess the requisite skill, training and experience to properly perform such services.

8. Confidential and Proprietary Information. In the course of performing services under this Agreement Consultant may obtain, receive, and review confidential or proprietary documents, information or materials that are and shall remain the exclusive property of the City. Should Consultant undertake the work on behalf of other agencies, entities, firms or persons relating to the matters described in the Scope of Work, it is expressly agreed by Consultant that any such confidential or proprietary information or materials shall not be provided or disclosed in any manner to any of Consultant's other clients, or to any other third party, without the City's prior express written consent.

9. Ownership of Data. Unless otherwise provided for herein, all documents, material, data, drawings, plans, specifications, computer data files, basis for design calculations, engineering notes, and reports originated and prepared by Consultant, or any consultant of any tier, under this Agreement shall be and remain the property of the City for its use in any manner it deems appropriate. Consultant agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City. Consultant shall provide two (2) sets of reproducible of the above-cited items, except for the computer data files which shall consist of one (1) set. Consultant shall use reasonable efforts to provide electronic files to the City compatible with the City's computer hardware and software. Consultant makes no representation as to long-term compatibility, usability or readability of the format resulting from the use of software application packages, operating systems or computer hardware differing from those in use by the City at the commencement of this Agreement. Consultant shall be permitted to maintain copies of all such data for its files. City acknowledges that its use of the work product is limited to the purposes contemplated by the Scope of Work and, should City use these products or data in connection with additions to the work required under this Agreement or for new work without consultation with and without additional compensation to Consultant, Consultant makes no representation as to the suitability of the work product for use in or application to circumstances not contemplated by the Scope of Work and shall have no liability or responsibility whatsoever in connection with such use which shall be at the City's sole risk. Any and all liability arising out of changes made by the City to Consultant's deliverables is waived against Consultant

unless City has given Consultant prior written notice of the changes and has received Consultant's written consent to such changes.

10. Conflict of Interest.

(a) Consultant covenants that neither it, nor any officer or principal of its firm has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of the City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or consultant without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of the City in the performance of this Agreement. Consultant shall represent the interest of the City in any discussion or negotiation.

(b) City understands and acknowledges that Consultant may be, as of the date of commencement of services under this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is unaware of any stated position of the City relative to such projects. Any future position of the City on such projects may result in a conflict of interest for purposes of this section.

(c) No official or employee of the City who is authorized in such capacity on behalf of the City to negotiate, make, accept, or approve, or take part in negotiating, making accepting or approving this Agreement, during the term of his or her tenure or service with City and for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof or obtain any present or anticipated material benefit arising there from.

11. Disclosure. Consultant may be subject to the appropriate disclosure requirements of the California Fair Political Practices Act, as determined by the City Manager.

12. Non-Discrimination.

(a) During the performance of this Agreement the Consultant shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California and the City. In performing this Agreement, Consultant shall not discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (including cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave as may be applicable. Consultant shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other agreement.

(b) Consultant shall include the nondiscrimination and compliance provisions of this Section in all subcontracts.

13. Design Professional Services Indemnification.

(a) To the fullest extent permitted by law, Consultant agrees to indemnify and hold harmless the City and its officers, and employees from and against any and all claims, demands, costs, or liabilities to the proportionate extent that same arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of services under this Agreement as determined by a court or arbitrator of competent jurisdiction. Consultant shall have no upfront duty to defend the City, but shall reimburse reasonable defense costs of the City to the same extent of Consultant's indemnity obligation herein.

(b) Consultant must cooperate, at no additional cost to the City, in the defense of any claims. The provisions of this section are not limited by the requirements in this Agreement related to insurance.

(c) This obligation to indemnify City, as set forth herein, is binding on the successors, assigns, or heirs of Consultant and shall survive the termination of this Agreement or this Section.

14. Insurance.

(a) As a condition precedent to the effectiveness of this Agreement and without limiting Consultant's indemnification of the City, Consultant agrees to obtain and maintain in full force and effect at its own expense the insurance policies set forth in Exhibit "C" "Insurance" attached hereto and made a part hereof. Consultant shall furnish the City with original certificates of insurance, autographed by a person authorized by that insurer to bind coverage on its behalf, along with copies of all required endorsements. All insurance policies shall be subject to approval by the City Attorney and Risk Manager as to form and content. Specifically, such insurance shall: (1) protect City as an additional insured for commercial general and business auto liability; (2) provide City at least thirty days written notice of cancellation, and ten days written notice for non-payment of premium; and (3) be primary with respect to City's insurance program. Consultant's insurance is not expected to respond to claims that may arise from the acts or omissions of the City.

(b) City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required herein by giving Consultant ninety days advance written notice of such change. If such change should result in substantial additional cost of the Consultant, City agrees to negotiate additional compensation proportional to the increased benefit to City.

(c) All required insurance must be submitted and approved the City Attorney and Risk Manager prior to the inception of any operations by Consultant.

(d) The required coverage and limits are subject to availability on the open market at reasonable cost. Non availability or non affordability must be documented by a letter from Consultant's insurance broker or agency indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each. Within the foregoing constraints, Consultant's failure to procure or maintain required insurance during the entire term of this Agreement shall constitute a material breach of this Agreement under which City may immediately suspend or terminate this Agreement or, at its

discretion, procure or renew such insurance other than Professional Liability to protect City's interests and pay any and all premium in connection therewith.

(e) By signing this Agreement, Consultant hereby certifies that it is aware of the provisions of Section 3700 et seq., of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provision of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work pursuant to this Contract. Unless otherwise agreed, a waiver of subrogation in favor of the City is required.

15. Independent Consultant. The parties agree that Consultant, its officers, employees and agents, if any, shall be independent Consultants with regard to the providing of services under this Agreement, and that Consultant's employees or agents shall not be considered to be employees or agents of the City for any purpose and will not be entitled to any of the benefits City provides for its employees. City shall make no deductions for payroll taxes or Social Security from amounts due Consultant for work or services provided under this Agreement.

16. Claims for Labor and Materials. Consultant shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Agreement, so as to prevent any lien or other claim under any provision of law from arising against any City property (including reports, documents, and other tangible matter produced by the Consultant hereunder), against the Consultant's rights to payments hereunder, or against the City, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

17. Discounts. Consultant agrees to offer the City any discount terms that are offered to its customers for the goods and services to be provided herein, and apply such discounts to payment made under this Agreement which meet the discount terms.

18. Cooperation: Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

19. Dispute Resolution. If any dispute arises between the parties as to proper interpretation or application of this Agreement, the parties shall first meet and confer in a good faith attempt to resolve the matter between themselves. If the dispute is not resolved by meeting and conferring, the matter shall be submitted for formal mediation to a mediator selected mutually by the parties. The expenses of such mediation shall be shared equally between the parties. If the dispute is not or cannot be resolved by mediation, the parties may mutually agree (but only as to those issues of the matter not resolved by mediation) to submit their dispute to arbitration. Before commencement of the arbitration, the parties may elect to have the arbitration proceed on an informal basis; however, if the parties are unable so to agree, then the arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be binding, unless within thirty days after issuance of the arbitrator's written decision, any party files an action in court. Venue and jurisdiction for any such action between the parties shall lie in the Superior Court for the County of Monterey.

20. Compliance with Laws.

(a) Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California and the City including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be governed by, enforced and interpreted under the laws of the State of California. Consultant shall comply with new, amended or revised laws, regulations or procedures that apply to the performance of this Agreement.

(b) Consultant represents that it has obtained and presently holds all permits and licenses necessary for performance hereunder, including a Business License required by the City's Business License Ordinance. For the term covered by this Agreement, the Consultant shall maintain or obtain as necessary, such permits and licenses and shall not allow them to lapse, be revoked or suspended.

21. Assignment or Transfer. This Agreement or any interest herein may not be assigned, hypothecated or transferred, either directly or by operation of law, without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

22. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, sent by facsimile ("fax") or certified mail, postage prepaid with return receipt requested, addressed as follows:

To City: City Manager
 City of Marina City Hall
 211 Hillcrest Avenue
 Marina, California 93933
 Fax: (831) 384-9148

To Consultant: JHW Architects, Inc.
(Architect) 2400 Garden Road, Suite C
 Monterey CA, 93940
 Phone (831) 649-1701
 Fax (831) 649-3072

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three days after deposit in the custody of the U.S. Postal Service. A copy of any notice sent as provided herein shall also be delivered to the Project Administrator and Project Manager.

23. Amendments, Changes or Modifications. This Agreement is not subject to amendment, change or modification except by a writing signed by the authorized representatives of City and Consultant.

24. Force Majeure. Notwithstanding any other provisions hereof, neither Consultant nor City shall be held responsible or liable for failure to meet their respective obligations under this Agreement if such failure shall be due to causes beyond Consultant's or the City's control. Such causes include but are not limited to: strike, fire, flood, civil disorder, act of God or of the public

enemy, act of the federal government, or any unit of state or local government in either sovereign or contractual capacity, epidemic, quarantine restriction, or delay in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

25. Attorney's Fees. In the event of any controversy, claim or dispute relating to this Agreement, or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

26. Successors and Assigns. All of the terms, conditions and provisions of this Agreement shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this paragraph is intended to affect the limitation on assignment.

27. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective party.

28. Waiver. A waiver of a default of any term of this Agreement shall not be construed as a waiver of any succeeding default or as a waiver of the provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

29. Severability. Should any portion of this Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Agreement will continue as modified.

30. Construction, References, Captions. Since the parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. The captions of the various sections are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, content or intent of this Agreement.

31. Advice of Counsel. The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor or against either party by reason of the extent to which each party participated in the drafting of this Agreement.

32. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

33. Time. Time is of the essence in this contract.

34. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters as set forth in this Agreement, and no other agreement, statement or promise made by or to any party or by or to any employee, officer or agent of any party, which is not

contained in this Agreement shall be binding or valid. . The exhibits attached hereto are incorporated into this Agreement. In the event of a conflict between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

IN WITNESS WHEREOF, Consultant and the City by their duly authorized representatives, have executed this Agreement, on the date first set forth above, at Marina, California.

CITY OF MARINA

Name: Layne P. Long
City Manager

Date: September 19, 2017

Its:

Date:

CONSULTANT (Architect)

By: [Signature]
Name: Douglas G. Roberts
Its: President

Date: Sept. 15, 2017

Approved as to form:

By: [Signature]
for the City Attorney

SCOPE OF SERVICES

EXHIBIT A

SCOPE OF WORK

1 Architectural Services

The City is seeking services to develop a PRELIMINARY PACKAGE, which will be attached to an Application for grant funding to the Department of Housing and Community Development under the Community Development Block Grant Program (CDBG). The Preliminary Package needs to contain a disclaimer that This Preliminary Package and proposal is not binding".

1.1 Required Documents

Essential Duties and Responsibilities

- Prepare a Project Scope Narrative
- Site Plan ● Elevations
- Floor Plan
- Budget
- Construction Timeline (30 months beginning September 1, 2017)

1.2 Project:

- 6,000 sq. ft.
- Entry/lobby area
- Separate men and women's restroom
- A multipurpose room with moveable partition ● Kitchen with adjacent food/storage room
- Coat closet
- Maintenance/electrical room
- Additional storage room
- Director's office

- Receptionist area
- Consultation room
- Classroom
- Arts & Crafts room
- Library/lounge

1.3 Budget - Approximately \$4,200,000

- Complete attached Sources and Use Form

1.4 Timeline

- Anticipated construction timeline begins on September 1, 2017 for 30 months



DARYL L. HAWKINS, AIA ARCHITECT C-8269
2400 CARDEN ROAD SUITE C MONTEREY, CA 93940

DOUGLAS ROBERTS, AIA ARCHITECT c.i.8606
649-1701 FAX 649-3072 WEB SITE:

ch.com

Response to Marina Senior Citizen Center RFP June 21, 2017

Proposed Fees Schedule

Please see attached for JHW's billing rates, as of Jan. 1, 2016. This is subject to change depending on when the contract is executed. Douglas Roberts' time is generally charged as project manager or principal, depending on task. Christine Abdelmaseeh's time is charged at Drafter II rate.

Direct expenses (for example, printing) should not exceed \$500.

Fees are assessed by company, and are estimated based on probable scope.

FIRM: JHW Architects, Inc. \$15,000.00 Build SJC (Estimating, Time line)
\$5,400.00 x 1.1 = \$5,940.00. Total amount, not including reimbursable
expenses: \$20,940.00



DARYL L. HAWKINS, AIA ARCHITECT c.B269 DOUGLAS ROBERTS, ARCHITECT c.i8606 GARDEN ROAD
SUITE C MONTEREY, CA 93940 ~~831~~ 649-1701 FM 649-3072 SITE: jhwasch.com

Hourly Billing Rates
Effective January 1, 2016

Title	Standard Rates
Principal	\$140
Project Manager	\$125
Architect	\$110
Architectural Drafter I	\$ 60
Architectural Drafter II	\$75
Consulting Architectural Drafter	\$75

Exhibit C - Insurance

Consultant agrees to provide insurance in accordance with the requirements set forth herein. If Consultant uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant shall furnish the City with original certificates of insurance, manually autographed in ink by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the City before any work commences. The City reserves its right to require complete, certified copies of all required insurance policies at any time. The following coverage will be provided by Consultant and maintained on behalf of the City and in accordance with the requirements set forth herein.

Commercial General Liability (primary). Commercial general liability insurance covering Consultant's operations (and products where applicable) is required whenever the City is at risk of third party claims which may arise out of Consultant's work or presence on City premises. Contractual liability coverage is a required inclusion in this insurance.

Primary insurance shall be provided on ISO-CGL form approved in advance by the City Attorney providing coverage at least as broad as ISO form CG 00 01. Total limits shall be no less than one million dollars (\$1,000,000) combined single limit per occurrence for all coverages. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate limit shall be two million dollars (\$2,000,000). Consultant must give written notice to the City of any pending claim, action or lawsuit which has or may diminish the aggregate. If any such claim or lawsuit exists, Consultant shall be required, prior to commencing work under this Agreement, to restore the impaired aggregate or prove it has replacement insurance protection to the satisfaction of the City Attorney and Risk Manager.

City, its Council, boards and commissions, officials, officers, and employees shall be added as additional insureds using ISO additional insured endorsement form approved in advance by the City Attorney. Coverage shall apply on a primary, non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the City or any agent of City. Coverage is not expected to respond to the claims which may arise from the acts or omissions of the City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no Consultants' limitation endorsement.:

Business Auto. Automobile liability insurance is required where vehicles are used in performing the work under this Agreement or where vehicles are driven off-road on City premises, it is not required for simple commuting unless City is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

If automobile insurance is required for work under this Agreement, primary coverage shall be written on ISO Business Auto Coverage form approved in advance by the City Attorney providing coverage at least as broad as CA 00 01 10 01. Coverage shall be endorsed to stated that the City, its Council, boards and commissions, officers, and employees shall be added as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible. Limits shall be no less than one million dollars (\$1 combined single limit per accident for bodily injury and property damage. Starting and ending dates shall be concurrent. If Consultant owns no

autos, a non-owned auto endorsement to the commercial general liability policy described above is acceptable.

Workers' Compensation/Employers' Liability. Workers' Compensation and Employer's Liability insurance are not required for single-person Consultants. However, under California law these coverages (or a copy of the State's Consent to Self-Insure) must be provided if Consultant has any employees at any time during the period of this Agreement. Policy(s) shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employers' liability limits shall be no less than one million dollars (\$1,000,000) per accident or disease. Unless otherwise agreed, policy(s) shall be endorsed to waive any right of subrogation as respects the City, its Council, boards and commissions, officers and employees.

Errors and Omissions/Professional Liability. Errors and Omissions or professional liability coverage appropriate to Consultant's profession is required in a form and amount reviewed prior to commencement of services by the City Attorney. Consultant shall maintain such insurance for a period of three years following completion of the project. Such insurance shall be in an amount of not less than one million dollars (\$ per claim and in annual aggregate.

Consultant and City further agree as follows:

a) This Exhibit supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Exhibit.

b) Nothing contained in this Exhibit is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Exhibit are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.

c) All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

d) Requirements of specific coverage features or limits contained in this Exhibit are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

e) For purposes of insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or toward performance of this Agreement.

f) All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit Consultant, Consultant's employees, or agents from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

g) Unless otherwise approved by City, Consultant's insurance shall be written by insurers authorized and admitted to do business in the State of California with a minimum "Best's" Insurance Guide Rating of "A:VII." Self-insurance will not be considered to comply with these insurance specifications.

h) In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant.

i) Consultant agrees to provide evidence of the insurance required herein, satisfactory to City Attorney and Risk Manager, consisting of certificate(s) of insurance evidencing all of the coverages required. Consultant agrees to provide complete copies of policies to City within ten days of City's request for said copies.

j) Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

k) Any actual or alleged failure on the part of the City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of City or any additional insured, in this or any other regard.

l) Consultant agrees to require all other parties hired for this Project to provide workers' compensation insurance as required herein and general liability insurance naming as additional insureds all parties to this Agreement.

m) Coverage will not be limited to the specific location or individual entity designated as the address of the Project. Consultant agrees to have its coverage endorsed so that all coverage limits required pursuant to this requirement are available separately for each and every location at which Consultant conducts operations of any type on behalf of City. Consultant warrants that these limits will not be reduced or exhausted except for losses attributable to those specific locations and not by losses attributable to any other operations of Consultant.

n) Consultant agrees not to attempt to avoid its defense and indemnity obligations to City, its Council, boards and commissions, officers, employees, and volunteers by using as a defense Consultant's statutory immunity under workers' compensation or similar statutes to extent allowed by law.

o) Consultant agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and that there will be no cross liability exclusions that preclude coverage for suits between Consultant and City or between City and any other insured or Named Insured under the policy, or between City and any party associated with City or its employees.

p) Consultant shall maintain commercial general liability, -with a limit of not less than one million dollars (\$1,000,000) each occurrence for at least three years following substantial completion of the work.

ACORm CERTIFICATE OF LIABILITY INSURANCE

DATE (MWDDNWY)
9/15/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dealey, Renton & Associates P. O. Box 12675 Attn: KXC Oakland, CA 94604-2675 510 465-3090	NAME:	
	510 465-3090	NO : 510 452-2193
	NC No Ext :	
	E.MatL	
	ADDR SS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED JHW Architects, Inc 2400 Garden Rd. Suite C Monterey, CA 93940	INSURER A . . Travelers Indemnity Co. of Conn	25682
	INSURER B . . Travelers Property Casualty Co	25674
	INSURER C : XL Specialty Insurance Co.	37885
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT. TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE COMMERCIAL GENERAL	DDL B IN R WD	POLICY NUMBER	POLICY EFF MWDD	POU CY EXP MM/DD	LIMITS
A	LIABILITY ☒ CLAMS-MADE ☒ OCCUR ☒ Contractual Liab Included GENI AGGREGATE LIMIT APPLIES PER: PRO. POLICY I X I JECT I LOC OTHER:		6800J802656			EACH OCCURRENCE DAMAGE TO PREMISES ENTERED a occurrence MED EXP (Any ono person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG COMBINED SINGLE LIMIT Ea accident BODILY INJURY (Per person) BODILY tNJURY (Per accident) PROPERTY DAMAGE Per accident
A	COMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NONOWNED AUTOS		BA2351L863	5/11/2017	05/11/201	EACH OCCURRENCE AGGREGATE S
	UMBRELLA LIAB EXCESS OCCUR CLAIMS-MADE DED RETENTION S					EACH OCCURRENCE AGGREGATE S
B	WORKERS COMPENSATION AND EMPLOYERS' UABILTY N	NIA	UB4J300230	9/01/2017	091011201	X PER OTH. E.t. EACH ACCIDENT DISEASE • EA EMPLOYEE

ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) DESCRIPTION describe under OF OPERATIONS be-tow						E.t. DISEASE • POLICY LIMIT	\$1 000 000
C Professional Liability		DPS9916166	712912017	071291201		\$1,000,000 per claim \$2,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS 1 LOCATIONS 1 VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space required) General
Liability policy excludes claims arising out of the performance of professional services.

Re: Marina Senior Center

GENERAL LIABILITY ADDITIONAL INSURED, as required by written contract: City of Marina, its council,
boards and commissions, officials, officers, and employees

Insurance is primary and non-contributory, per policy wording

(See Attached Descriptions)

CERTIFICATE HOLDER City of Marina City Hall Attn: City Manager 211 Hillcrest Ave. Marina, CA 93933	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

Non-owned and hired automobile liability additional insured, as required by written contract: City of Marina, its council, boards and commissions, officials, officers, and employees WORKERS' COMPENSATION WAIVER OF SUBROGATION IN FAVOR OF: City of Marina, its council, boards and commissions, officials, officers, and employees

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II -

WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you. The person or organization does not qualify as an additional insured:
- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance".

This endorsement does not increase the lim-

its of insurance described in Section III - Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products/completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and noncontributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed; after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and

collectible other insurance, whether primary, ex- such person or organization signed by you becess, contingent or on any other basis, that is fore, and in effect when, the "bodily injury" or available to the additional insured when that per- "property damage" occurs, or the "personal injury" son or organization is an additional insured under offense is committed.

any other insurance. 4. The following definition is added to the DEFINI3. The following is added to Paragraph 8., Transfer TIONS Section:

Of Rights Of Recovery Against Others To Us, "Written contract requiring insurance" means that of SECTION IV - COMMERCIAL GENERAL LI- part of any written contract under which you are ABILITY CONDITIONS: required to include a person or organization as an We waive any right of recovery we may have additional insured on this Coverage Part, providagainst any person or organization because of ed that the "bodily injury" and "property damage" payments we make for "bodily injury", "property occurs and the "personal injury" is caused by an damage" or "personal injury" arising out of "your offense committed:

work" performed by you, or on your behalf, done

a. After you have signed that written contract;

under a "written contract requiring We waive insurance" this rightwith b. While that part of the written contract is in efthat person or organization. fect; and only where you have agreed to do so as part of the "written contract requiring insurance" with c. Before the end of the policy period.

POLICY NUMBER: BA2351L863

COMMERCIAL
AUTO CA 20 48
10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: JHW Architects, Inc

Endorsement Effective Date: 05/11/2017

SCHEDULE

Name Of Person(s) Or Organization(s):

City of Marina, its council, boards and commissions, officials, officers, and employees

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II — Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I — Covered Autos Coverages of the Auto Dealers Coverage Form.

JHW Architects, Inc

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (00) --

POLICY NUMBER: UB4J300230

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT - CALIFORNIA
(BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization:

City of Marina City
Hall Attn: City
Manager 211
Hillcrest Ave.
Marina, CA 93933

Job Description:

PERSON OR ORGAINZATIONS, CONT.: City of Marina, its council,
boards and commissions, officials, officers, and employees

DATE OF ISSUE: 09/01/2017

Honorable Mayor and Members
Marina City Council

City Council Meeting of the
of December 4, 2018

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2018-,
AUTHORIZING AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN
THE CITY OF MARINA AND JHW ARCHITECTS, INC., A CALIFORNIA
CORPORATION, TO PROVIDE FOR ARCHITECTURAL DESIGN,
ESTIMATING SERVICES AND TIMELINE ASSOCIATED WITH THE
PROPOSED SENIOR CENTER PROJECT, RENEWING AND EXTENDING
THE TERM OF THE AGREEMENT TO PROVIDE FOR THESE
ADDITIONAL SERVICES, AND AUTHORIZING A TRANSFER OF BUDGET
AUTHORITY IN THE AMOUNT OF \$17,000 TO FUND 100-440-6300.570
INCREASING THE COMPENSATION TO BE PAID TO JHW ARCHITECTS,
INC., BY AN AMOUNT NOT TO EXCEED \$37,940 AUTHORIZING THE
FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY
ENTRIES AND; AUTHORIZING THE CITY MANAGER TO EXECUTE
AMENDMENT NO. 1 ON BEHALF OF CITY SUBJECT TO FINAL REVIEW
AND APPROVAL BY THE CITY ATTORNEY**

REQUEST:

It is requested that the City Council consider:

1. Authorizing Amendment No. 1 (**EXHIBIT A**) to the Agreement between City of Marina and JHW Architects, Inc., a California Corporation (**EXHIBIT B**), to provide for additional architectural design services, estimating services and preparation of a timeline associated with the proposed Senior Center Project, renewing and extending the term of the Agreement to provide for these additional services;
2. Authorizing a transfer of budget authority in the amount of \$17,000 to Fund 100-440-6300.570 increasing total compensation to be paid to JHW Architects, Inc. under the Agreement as amended by Amendment No. 1 by an amount not to exceed \$37,940;
3. Authorizing the Finance Director to make necessary accounting and budgetary entries; and;
4. Authorizing the City Manager to execute Amendment No. 1 on behalf of City subject to final review and approval by the City Attorney.

BACKGROUND:

On September 15, 2017, the City of Marina had entered into an Agreement with JHW Architects, Inc., to provide architectural design services, estimating services and timeline for the proposed Senior Center Project. The Agreement expired per its terms on December 31, 2017.

In 2017 the City of Marina submitted an application to Department of Housing and Community Development under its Community Development Block Grant (CDBG) Program to fund the Senior Center Project. While unsuccessful in the 2017 grant application submission, it is anticipated that the City will be submitting another application in 2018. Moreover, CDBG potential funding available for the Senior Center Project for 2018 has been reduced from \$5,000,000 to \$3,000,000.

The architect has informed city staff that the Project Goal Program is to build up to a 6,000 sq. ft., structure along with downsizing the project scope. It is anticipated that the full project at build out will be

completed as two separate phases in two separate funding years. In the first phase, the structure will include a multipurpose room, small maintenance/electrical room, space for future kitchen, and separate men and women's restroom. Phase II would include classrooms, separate office space for city staff, kitchen, pantry, storage rooms and additional restrooms. It is conceivable that upon completion of Phase II, the footprint of the facility would double in size.

The purpose of Amendment No. 1 is to prepare the documents needed to submit an application to CDBG for funding of Phase 1 of the Senior Center Project. Amendment No. 1 to the Agreement is to provide for additional architectural design, estimating services and preparation of a timeline associated with the proposed Senior Center Project and incorporates Scope of Work services, Cost Estimates and Timelines.

FISCAL IMPACT:

Should the City Council approve this request, staff is requesting a transfer of budget authority in the amount of \$17,000 to Account No. 100-440-6300.570 from Account No. 100-190-000-00.6300.765 to provide additional funds to compensate JHW Architects, Inc., for architectural design, estimating services and preparation of a timeline associated with the Phase I proposed Senior Center Project.

CONCLUSION:

The request is submitted for City Council consideration and possible action.

Respectfully submitted,

Marilyn Lidyoff.
Economic Development Coordinator
City of Marina

Brian McMinn
Public Works Director
City of Marina

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina