

## ITEM 12 EXHIBIT A

### PROFESSIONAL SERVICES AGREEMENT City of Calabasas / Michael Baker International, Inc.

#### 1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and Michael Baker International, Inc. a Pennsylvania corporation (“Consultant”).

#### 2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: Lost Hills Interchange/US 101 Design Support During Construction and Community Block Grant Housing Rehabilitation Program Consulting.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

#### 3. DEFINITIONS

- 3.1 “Scope of Services” and “Approved Fee Schedule” : Such professional services as are set forth in Consultant’s March 16, 2017 for Lost Hills Project and May 31, 2016 for the CDBG Project proposal to City attached hereto as Exhibit A and Exhibit B and incorporated herein by this reference.
- 3.2 “Commencement Date”: April 15, 2017 for the Lost Hills Project.
- 3.3 “Commencement Date”: September 1, 2016 for the CDBG Project.
- 3.4 “Expiration Date”: April 30, 2018 for the Lost Hills Project.
- 3.5 “Expiration Date”: September 1, 2021 for the CDBG Project.

#### 4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 (“Termination”) below.

**5. CONSULTANT'S SERVICES**

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of One Hundred Fifty Two Thousand Dollars (\$196,000.00) unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Eric Spangler for the Lost Hills Project and Michael Neal, for the CDBG Project** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

**6. COMPENSATION**

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of

any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services.

**7. OWNERSHIP OF WRITTEN PRODUCTS**

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

**8. RELATIONSHIP OF PARTIES**

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

**9. CONFIDENTIALITY**

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

**10. INDEMNIFICATION**

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.
- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of

Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

- 10.6 City does not, and shall not waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

## **11. INSURANCE**

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
  - 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
  - 11.1.3 Worker's Compensation insurance as required by the laws of the State of California.
  - 11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out

the necessary insurance and pay, at Consultant's expense, the premium thereon.

- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 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.
- 11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

**12. MUTUAL COOPERATION**

- 12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 12.2 In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

**13. RECORDS AND INSPECTIONS**

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

**14. PERMITS AND APPROVALS**

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

**15. NOTICES**

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:

City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302  
Attn: **Tatiana Holden/John Bingham**  
Telephone: (818) 224-1600  
Facsimile: (818) 225-7324

If to Consultant:

Michael Baker Intl, Inc.  
3900 Kilroy Airport Way,  
Suite 120  
Long Beach, CA 90806  
Attn: **Michael Tylman**  
Telephone: (562) 200-7165

With courtesy copy to:

Scott H. Howard  
Colantuono, Highsmith & Whatley, PC  
300 South Grand Avenue, Suite 2700  
Los Angeles, CA 90071-3137  
Telephone: (213) 542-5700  
Facsimile: (213) 542-5710

**16. SURVIVING COVENANTS**

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

**17. TERMINATION**

17.1. City shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

17.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

**18. GENERAL PROVISIONS**

18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.

18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

18.3 The captions appearing at the commencement of the sections hereof, and in any



paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.
- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of

the State of California.

- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

**TO EFFECTUATE THIS AGREEMENT**, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

**“City”**  
**City of Calabasas**

**“Consultant”**  
**Michael Baker International, Inc.**

By: \_\_\_\_\_  
Mary Sue Maurer, Mayor

By: \_\_\_\_\_  
Michael Tylman, Sr. Vice President

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

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

Attest:

By: \_\_\_\_\_  
Maricela Hernandez, MMC  
City Clerk

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

Approved as to form:

By: \_\_\_\_\_  
Scott H. Howard, City Attorney

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

EXHIBIT A  
SCOPE OF WORK AND FEE SCHEDULE FOR LOST HILLS PROJECT

**EXHIBIT B**  
**SCOPE OF WORK AND FEE SCHEDULE FOR CDBG PROJECT**



*We Make a Difference*

January 11, 2017  
March 16, 2017 (rev 1)

**Ms. Tatiana Holden**

Senior Civil Engineer/Project Manager  
City of Calabasas Public Works Dept.  
100 Civic Center Way  
Calabasas, CA 91302

**SUBJECT: CONTRACT AMENDMENT REQUEST**  
LOST HILLS INTERCHANGE / US 101 DESIGN SUPPORT DURING CONSTRUCTION

Dear Ms. Holden,

Michael Baker International, Inc. (Michael Baker) is pleased to submit this amendment request for providing design support during construction for the Lost Hills / US 101 Interchange project. To date, we have successfully assisted the City and the Construction Management team to quickly resolve issues that arise during construction that the Contractor needs answers on. Our project knowledge and Caltrans experience helps ensure successful completion of the project.

We have reviewed submittals, addressed RFI's, prepared delta revisions, participated in weekly calls, and coordinated with the City, RE, and Construction Management team. Not only have we make changes to the Civil and Traffic plans, but we have also made extensive revisions to the Electrical plans in the plan set. Originally, we assumed that DKS would make all changes to the Electrical plans, so this has required more effort than originally anticipated.

As of the date of this letter, we have approximately \$5,000 left in our budget which will last a couple weeks (through the first week of April 2017). In the first 10 months of our contract, we have averaged spending about \$16,000 per month. In the next 6 months, we anticipating spending \$8,000 to \$10,000 per month. At this time, we are requesting an additional 6.5 months of construction support budget. This is not intended to be enough to provide construction support until the end of the project, nor prepare as-built plans at the end of construction.

The requested amount is:

6.5 months x \$8,000 per month = \$ 52,000

Our construction support scope of work will remain the same as in the original contract, as well as billing rates and other terms and conditions. Please let me know if the requested amount is acceptable. Should you have any questions and/or require additional information, please feel free to contact me directly at (949) 855-3657 or at [eric.spangler@mbakerintl.com](mailto:eric.spangler@mbakerintl.com).

Respectfully submitted,

**MICHAEL BAKER INTERNATIONAL**

A handwritten signature in blue ink that reads "Eric Spangler". The signature is written in a cursive style with a large, stylized initial "E".

**Eric Spangler, PE, TE**  
Senior Project Manager  
Transportation/Public Works



*We Make a Difference*

May 31, 2016

John Bingham, Senior Management Analyst  
**CITY OF CALABASAS**  
 Administrative Services Department  
 100 Civic Center Way  
 Calabasas, CA 91302

**RE: PROPOSAL TO IMPLEMENT AND MANAGE THE CITY'S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDED HOUSING REHABILITATION PROGRAM**

Dear Mr. Bingham:

Michael Baker International (Michael Baker) is pleased to submit this proposal to implement and manage the City's CDBG-funded Housing Rehabilitation Program. Michael Baker is a Pennsylvania corporation that provides planning, environmental, engineering, and other municipal services to public agencies, special districts, and public-oriented organizations. Kurt Bergman is the firm's President, Brian Lutes is Chief Financial Officer, Michael Tylman is Assistant Secretary, and Albert Warot is Manager and Agent for Service of Process.


This proposal is based on the information provided in the City's Request for Proposals (RFP), as well as our familiarity with applicable federal and county regulations and our considerable experience in administering housing rehabilitation programs for cities across California and particularly in the City of Calabasas.

We are pleased to offer the services of our skilled and dedicated staff, extensive experience with housing programs, and knowledge of the City of Calabasas. Michael Baker is proposing to provide all of the services required for the continued successful implementation of the City's Housing Rehabilitation Program at a cost that falls within the activity delivery fee allowed by the Los Angeles County Community Development Commission for such services. Micheal Neal, Michael Baker's designated project manager, will be responsible for administering the program and is uniquely qualified to serve in this capacity. He is intimately familiar with local housing conditions, the City's program guidelines, and the City's procedures and expectations, having managed the program for the last six years.

We believe that our proposal is fully responsive to the City's RFP and that the services being offered by Michael Baker will fulfill the City's needs in a comprehensive, well-integrated, and cost-effective manner.

We sincerely appreciate the opportunity to submit this proposal and look forward to assisting the City with the implementation and management of its CDBG-funded Housing Rehabilitation Program. If you have any questions regarding this proposal, please contact Micheal Neal at (909) 261-2770 or mneal@mbakerintl.com.

Sincerely,

  
 Michael Tylman  
 Senior Vice President

  
 Albert V. Warot  
 Managing Director



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# TECHNICAL APPROACH

Michael Baker's project approach will efficiently and effectively assist the City of Calabasas with the continued successful implementation of its CDBG-funded Housing Rehabilitation Program.

Michael Baker International's (Michael Baker) extensive experience with creating and implementing housing and community development programs will allow us to readily implement the program to the City's complete satisfaction. Michael Baker will administer the City's programs in accordance with all applicable regulations and the City's adopted program guidelines.



Michael Baker will provide added value by making all information needed to comply with annual CDBG reporting and general grant administration requirements readily available to the City's Senior Management Analyst. Our project manager will serve as an extension of City staff and will require no orientation since he is already quite familiar with the City's procedures and expectations. In administering the program, he will exhibit the customer service attitude that characterizes all assignments undertaken by Michael Baker.

The following is a description of Michael Baker's approach to administering and implementing the City's Housing Rehabilitation Program.

## HOUSING REHABILITATION PROGRAM SERVICES

### PROGRAM GUIDELINES

Michael Baker will manage the Housing Rehabilitation Program in accordance with the policies and procedures in the City's adopted program guidelines. Michael Baker will review and update the guidelines as needed to reflect desired changes and to conform to any changes in applicable US Department of Housing and Urban Development (HUD) or County of Los Angeles Community Development Commission (CDC) regulatory requirements.

### MARKETING

Michael Baker will initiate marketing and promotional efforts to compile a list of potential participants, while also working from any current waiting list. All marketing collateral will conform to fair housing and equal opportunity lending requirements and display the equal housing logo. If requested, Michael Baker will participate in informational community meetings with residents interested in the program.

## CLIENT INTAKE AND APPLICATION ASSESSMENT

Michael Baker will respond to all program inquiries from homeowners and other interested parties. We will log all contacts and provide the City with an interest list and a report on inquiries. We will accept and review applications for rehabilitation grants and provide assistance to applicants who need help completing applications or who may have questions about the process.

Michael Baker will review applications for completeness and will request and compile information required to complete the application. Michael Baker will qualify applicants for participation in the program based on verification of the applicant's annual income, ownership of the unit, and condition of the unit and desired improvements. Comprehensive project files will be established that will ultimately contain all of the information relevant to each rehabilitation project.

## ENVIRONMENTAL REVIEW

Any environmental documentation required to provide clearance for the program activities pursuant to the National Environmental Policy Act will be prepared by the environmental consultant retained by the CDC to prepare such documentation. However, Michael Baker will coordinate Section 106 historic preservation reviews with the architectural historian retained by the CDC to perform such reviews and provide her with the information to make the necessary determinations regarding the historical significance of the homes to be rehabilitated.

## SCOPE OF WORK AND BIDDING

### Scope of Work

Michael Baker will consult with the homeowner and inspect the property to determine the needed repairs. Specialized reports may need to be ordered such as a structural/pest inspection or lead-based paint or asbestos testing. If required, such reports will be prepared by outside specialists already under contract to the City or to be selected by Michael Baker.

Michael Baker will prepare detailed work specifications for all projects. The work specifications will include all labor and materials needed to complete the rehabilitation, as well as a line item cost estimate of the work to be performed. Michael Baker will review the scope of work with the homeowner and obtain homeowner approval of the work and cost estimate.

### Bid Solicitation and Development

Once accepted by the homeowner, Michael Baker will use the scope of work as the bid specifications. We will provide bidders' instructions and a bid solicitation packet. The bid solicitation will be sent to all contractors on the qualified list. Michael Baker will conduct a "bid walk" at the home with all interested bidders to review the requested scope of work and respond to any clarifying questions. Bids must be submitted using the bid forms provided by Michael Baker.

Once bids are returned, Michael Baker will assist the homeowner with reviewing the bids. Michael Baker staff will, when necessary, help the homeowner to select a contractor who is able to responsibly complete the rehabilitation work and who provides a good value to the homeowner and to the City. As discussed later in this section, Michael Baker will confirm that contractors are not debarred from performing federally funded work and are appropriately licensed and bonded prior to bidding, thereby avoiding unnecessary delays at this point in the process.

## GRANT DOCUMENT PROCESSING

After the homeowner has selected a contractor, Michael Baker will prepare the rehabilitation grant documents for execution by the homeowner and the contractor. Michael Baker will ensure that both the homeowner and the contractor fully understand all the provisions in the grant agreement and construction contract. After the necessary documents are signed, a Notice to Proceed will be issued, allowing rehabilitation work to commence.

## PROJECT MANAGEMENT (CONSTRUCTION)

### Pre-Construction

Michael Baker will develop all construction documents, including the scope of work, specifications, and construction contract. Prior to issuing the Notice to Proceed, Michael Baker will conduct a pre-construction conference with the contractor and the homeowner. We will ensure that both the contractor and the homeowner fully understand all the provisions in their agreements and the construction process, including the roles and responsibilities of all parties. Michael Baker will require the contractor to obtain building permits and local approvals as necessary.

### Inspection and Compliance

Michael Baker will closely monitor construction progress and be in regular contact with the homeowner and the contractor. We will ensure work is completed consistent with the industry-wide standard of care and in accordance with the construction contract. Photographs of the work progress will be taken and maintained in the project file.

### Progress Payments

Michael Baker will review progress payment requests. Michael Baker will inspect the work claimed as complete and will ensure all lien waivers, warranty commitments, and the homeowner's approval are obtained prior to release of payment. Michael Baker will review all change order requests.

Prior to final payment or release of retention, Michael Baker will make a final inspection of the work to confirm completion. We will ensure all local conditions have been met, the building permit is closed, a Notice of Completion has been recorded, and there are no liens pending on the property. Michael Baker will also assist homeowners in securing warranties from contractors for construction defects for one year from the date of final approval by the City's Building and Safety Division.

## Dispute Resolution

Michael Baker will take primary responsibility for dispute resolution between the contractor and the homeowner. Michael Baker will work to prevent disputes by reviewing program requirements and expectations early and often. Michael Baker will use the pre-bid and pre-construction conferences to communicate expectations and develop the contractor-homeowner relationship. Michael Baker will check in regularly on project progress to avert disputes.

## RECRUITMENT AND QUALIFICATION OF CONTRACTORS

To supplement the contractors who have previously participated in the program, Michael Baker will solicit interest on the part of additional contractors. Michael Baker will target recruitment of minority- and women-owned businesses and Section 3 firms. Michael Baker will ensure all contractors are not included on the Federal Debarred List, that they are licensed and bonded through the State Contractor's License Board, and that they meet any additional qualifications stipulated by the City. Qualified contractors will be included on the City's roster of contractors qualified to receive program bid solicitations.

## MAINTAIN RECORDS AND REPORTING

As previously indicated, Michael Baker will maintain comprehensive files for each rehabilitation project. Michael Baker will submit the files to the City upon project completion. Michael Baker staff will ensure that the program is administered in accordance with applicable HUD and CDC regulations and will complete all required quarterly, semi-annual, and annual reports to the CDC within the stipulated time frames. Our project manager will attend program-related public meetings or hearings, when requested, and will assist the City in preparing for and coordinating the monitoring of program activities by the CDC. He will also assist the City in preparing documentation required for the continued funding of the program by the CDC.

# MANAGEMENT AND STAFFING

Michael Baker will use our experience, knowledge, and familiarity with the City of Calabasas to assist the City with the administration of its Housing Rehabilitation Program as a seamless extension of City staff.

## PROJECT TEAM

Michael Baker has assembled a well-qualified project team that possesses all of the skills required to successfully provide housing rehabilitation consulting services to the City of Calabasas. Our staff is prepared to perform all of the tasks associated with the operation of the City's Housing Rehabilitation Program identified in the City's RFP. Our project team has considerable experience in developing and implementing housing rehabilitation programs. Our designated project manager has established working relationships with local contractors as the City's prior program administrator and will reach out to those relationships for continuing success. The proposed project team members are listed below.

### MICHEAL NEAL, PROJECT MANAGER

Mr. Neal will serve as project manager and be responsible for the day-to-day operation of the housing rehabilitation program by receiving and processing grant applications, determining the eligibility of applicants, conducting initial inspections and preparing work write-ups and cost estimates, assisting applicants with the selection of contractors, coordinating the packaging and approval of grants, and conducting progress inspections and authorizing the disbursement of progress payments to contractors.

Mr. Neal will serve as Project Manager and will be directly responsible for the operation of the program. He will be the primary contact for the City.

Mr. Neal is uniquely qualified to serve in this capacity with 20 years of experience administering housing rehabilitation programs. He has operated housing rehabilitation programs for 14 Southern California cities using a variety of federal, state, and local funding sources. Most importantly, he successfully administered the City's CDBG-funded Housing Rehabilitation Program for the past six years and, consequently, is very familiar with local housing conditions, the City's CDC-approved Housing Rehabilitation Program Guidelines, and the City's internal procedures and expectations. Moreover, he has worked extensively with local homeowners, contractors, and City staff.

## ALBERT WAROT, PROJECT DIRECTOR

Mr. Warot will serve as project director and be responsible for corporate oversight of the housing rehabilitation services to be provided to the City of Calabasas. He will also be available to provide technical assistance to the project manager, if needed, and assist with meeting reporting requirements and preparing documentation required for the continued funding of the program by the CDC. Mr. Warot has over 40 years of experience in the planning field in California that spans every aspect of planning. Much of his career has been spent administering CDBG, HOME, and other state/federal grant-funded projects and programs for cities across California, including oversight of numerous housing rehabilitation programs. He is quite familiar with the procedures and expectations of the CDC, having served as a member and chairman of the CDC's former City Advisory Committee and as CDBG coordinator for six of the Urban County participating cities.

Mr. Warot will be responsible for corporate oversight of the program and will provide support for Mr. Neal as necessary.

Résumés are presented on the pages that follow.

## Micheal Neal Project Manager

Team Member since 2013

Mr. Neal has 20 years of experience in administering Community Development Block Grant (CDBG)/Home Investment Partnerships (HOME) grants, assisting with the implementation of residential rehabilitation programs, conducting Section 8 Housing Quality Standards inspections, and interpreting and applying provisions of the US Department of Housing and Urban Development rules and regulations pertinent to housing rehabilitation programs and other CDBG/HOME-funded activities.

### Education

BA, Liberal Studies | California State Polytechnic University, Pomona

### Relevant Project Experience

**City of Hawaiian Gardens.** Administered the City's annual CDBG grant.

**City of Norco.** Administered a housing trust/bond-funded housing rehabilitation program.

**City of La Habra.** Assisted the City with the administration of a HOME-funded housing rehabilitation program and managed a CDBG-funded housing rehabilitation program for the City.

**City of Lomita.** Administered the City's CDBG program and managed the housing rehabilitation program.

**City of Signal Hill.** Administered the City's CDBG program and implemented funded projects and programs.

**City of Redondo Beach.** Managed the City's CDBG-funded Mobility Access/Emergency Repair Program.

**City of Westlake Village.** Administered the City's CDBG-funded housing rehabilitation program.

**City of Calabasas.** Administered the City's CDBG-funded housing rehabilitation program.



**City of Temple City.** Assisted with the operation of CDBG, CDBG-R, and Energy Efficiency and Conservation Block Grant (EECBG)-funded housing rehabilitation programs.**City of Beverly Hills.** Administered the City's CDBG program and managed the housing rehabilitation program.

**City of Calimesa.** Assisted the City with the administration of a HOME-funded housing rehabilitation program and managed a CDBG-funded housing rehabilitation program for the City.

**City of San Bernardino.** Served as project coordinator for the City's EECBG-funded Green Home Makeover Program, working with homeowners and scheduling energy audits and energy efficiency improvements.

**City of Bell Gardens.** Managed the operation of a Redevelopment Agency-funded Housing Rehabilitation Loan and Grant Program.

**City of San Gabriel.** Performed the general administration of the City's annual CDBG program and managed the operation of CDBG-funded housing and commercial rehabilitation programs.

**City of Rosemead.** Performed general administration of the City's CDBG and HOME programs, including compliance with reporting requirements and the management of projects. Assisted with the operation of CDBG-funded public service and residential and commercial rehabilitation programs.

**City of Goleta.** Provided technical assistance in monitoring public services agencies to ensure compliance with federal requirements.

**City of Culver City, Culver City Housing Authority.** Conducted housing quality inspections for the Housing Authority's Section 8 program.

**City of Hawthorne, Hawthorne Housing Authority.** Conducted housing quality inspections for the Housing Authority's Section 8 program.

## Albert V. Warot Project Director

Mr. Warot has more than 43 years of professional planning experience involving both public and private sector employment. His experience spans all aspects of planning, including current, advance, and environmental planning, as well as housing and community development. As a managing director, Mr. Warot is responsible for managing and overseeing numerous projects in a number of Michael Baker International's service areas.

### Education

BS, Geography | Northern Arizona University

### Relevant Project Experience

**City of Blythe.** Currently managing the provision of on-call planning services to the City, which has included the updating of the General Plan Housing Element. Previously oversaw the preparation of California Environmental Quality Act (CEQA) documents for a variety of land development projects and managed a project that involved the conversion of existing Riverside County addresses on approximately 2,100 residences and 100 businesses, which had been annexed into the city, to a new city property address numbering system.

**City of Hanford.** Directed the operation of housing rehabilitation programs funded by Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME).

**City of Greenfield.** Directed the administration of a HOME-funded housing rehabilitation program.

**City of Barstow.** Managed the updating of the Housing Element of the City's General Plan.

### Professional Affiliations and Service

- American Planning Association
- Association of Environmental Professionals
- National Association of Housing and Redevelopment Official
- Sustainable City Committee, City of Signal Hill
- Oversight Board, City of Signal Hill
- Los Cerritos Wetlands Restoration Advisory Committee, City of Long Beach
- Chairman, City Advisory Committee, Los Angeles Urban County CDBG Program

### Awards and Honors

- Distinguished Leadership Award from the Los Angeles Section of the American Planning Association

**City of Westlake Village.** Managed two updates of the Housing Element of the City's General Plan.

**City of Tehama.** Managed a series of CDBG-funded housing studies for the City, which included household income and housing condition surveys and an investigation of potential funding sources to assist low-income residents with housing costs.

**Tulare County.** Managed a CDBG-funded urbanization and blight analysis for the County's Redevelopment Agency that involved approximately 600 parcels in the community of Tipton.

**City of Ontario Redevelopment Agency.** Managed a survey of physical blight conditions for a proposed amendment to the Cimarron Redevelopment Project Area Plan. Managed the provision of on-call redevelopment and planning services to the City and its Redevelopment Agency and Housing Authority.

**City of San Gabriel.** Assisted the City with the administration of its CDBG program.

**City of Marysville.** Assisted the City in securing HOME funding for and subsequently administering a housing rehabilitation program.

**Humboldt County.** Managed a CDBG-funded urbanization and blight analysis involving eight redevelopment survey areas containing approximately 2,200 parcels.

**City of La Puente.** Assisted the City with the administration of its CDBG program. Managed the updating of the General Plan Housing Element.

**City of Bell Gardens.** Assisted the City with the administration of its annual CDBG as needed. Responsible for training City staff in the administration of the grant, providing direction in the formulation and implementation of projects, and satisfying federal reporting requirements. The City has been recognized by the County's Community Development Commission for overall program performance and for the Project of the Year in the Urban County of Los Angeles.

**City of Calimesa.** Managed two prior updates of the City's General Plan Housing Element. Assisted the City with the procurement and general administration of multiple CDBG/HOME grants and the implementation of various CDBG- and HOME-funded activities, including the initiation of a housing rehabilitation program, a park feasibility study, and household income and housing condition surveys.

**City of Cudahy.** Assisted the City with the administration of its CDBG program.

**City of Agoura Hills.** Conducted a community development needs assessment that resulted in the establishment of a CDBG-funded housing rehabilitation program. Coordinated the preparation of guidelines and all other materials needed for the operation of the program.

**Placer County.** Directed the administration of CDBG- and HOME-funded housing rehabilitation programs.

**City of Susanville.** Assisted the City in procuring \$1 million in state CDBG funds for housing rehabilitation purposes and subsequently oversaw the operation of the housing rehabilitation program.

**City of Colusa.** Responsible for oversight of a \$1 million housing rehabilitation program. As a prerequisite to using state CDBG funds, updated the General Plan Housing Element, a process that was completed in a period of five months, including certification by the California Department of Housing and Community Development. Prepared a successful application for \$500,000 in state CDBG funds for continued operation of the program.

**Los Angeles County.** As chairman of the City Advisory Committee for the L.A. Urban County CDBG Program, served as spokesperson for the 48 cities that make up the country's largest urban county program. Served in this position for several years while representing the County's First Supervisorial District as CDBG coordinator from the City of Rosemead.

**City of Torrance.** As the associate planner in charge of community development, responsible for administering an annual CDBG entitlement of \$1.3 million, a rental assistance program involving 254 Section 8 certificates, and the implementation of a redevelopment program consisting of three project areas.

# RELATED EXPERIENCE

Michael Baker is actively engaged in providing an ever-expanding array of housing and community development services to cities across California. The considerable experience of our staff in administering housing rehabilitation programs funded by HUD and the CDC will help to ensure the timely and effective implementation of the City's Housing Rehabilitation Program.

## HOUSING AND COMMUNITY DEVELOPMENT CAPABILITIES

Michael Baker is a leading global provider of engineering, planning, and other consulting services. The firm, which is a corporation, was founded in 1940 and provides a comprehensive range of innovative services and solutions to support federal, state, and municipal government agencies and other diverse clients. The firm has more than 6,000 employees in over 90 offices located across the United States and internationally. Michael Baker is not a small, minority-owned, or woman-owned business.

In February 2015, Michael Baker acquired Pacific Municipal Consultants (PMC). PMC, a California corporation, was a recognized leader in the provision of comprehensive municipal services to clients across California and elsewhere since 1995. As a result of PMC's acquisition, Michael Baker can now offer its clients a full array of housing and community development services, in addition to its extensive urban and environmental planning and engineering capabilities, including housing rehabilitation.

Michael Baker staff is experienced in carrying out a wide range of housing and community development projects using a variety of funding sources. These include local, state, and federal sources such as CDBG, Home Investment Partnerships (HOME), Neighborhood Stabilization Program (NSP) and CalHome grants, tax credits, Redevelopment Agency Low and Moderate Income Housing funds, and tax-exempt bond financing. Due to our long-term involvement in administering housing and community programs, we have developed a thorough understanding of the program requirements of the funding agencies involved and have established sound practices

### Housing and Community Development Services

- First-time homebuyer, housing rehabilitation, and façade improvement program implementation
- Preparation of grant applications
- Administration of state and federal grant programs
- Housing policy development, implementation, and administration
- Program and project compliance monitoring – CDBG, HOME, LIHTC, NSP
- Relocation services
- Affordable housing portfolio and trust fund management
- Housing elements and affordable housing strategies
- Housing need assessments
- Housing condition and household income surveys
- Labor compliance – Davis-Bacon Act and State Prevailing Wage Law
- Economic development services

and standard procedures to maintain a high level of accuracy and productivity. We have developed excellent working relationships with the respective funding agencies, including HCD, HUD, and the CDC. Our staff regularly attends workshops and training sessions sponsored by these agencies in order to remain current with their changing regulations and procedures. Michael Baker's staff are extremely well qualified to provide the services being requested by the City based on their education, career training, and work experience.

## RELEVANT EXPERIENCE

Michael Baker staff have considerable experience in designing and administering housing rehabilitation programs. The government agencies for which our staff have set up and/or administered such programs are shown in the table below. The funding source for each program is identified. As the title of the table indicates, all programs cited involved the rehabilitation of owner-occupied homes. Additionally, as a result of prior work in Calabasas, Calimesa, Citrus Heights, Elk Grove, Lomita, Rancho Cordova, Westlake Village, and Monterey County, our staff have extensive experience in dealing with the rehabilitation of mobile homes.

### Owner-Occupied Housing Rehabilitation Experience

Agency	Funding Source
City of Beverly Hills*	CDBG
City of Calabasas*	CDBG
City of Calimesa	HOME
City of Citrus Heights	CDBG, CalHome
City of Corona	NSP
City of Elk Grove	CDBG
City of Fort Bragg	HOME
City of Gonzales	HOME
City of Greenfield	HOME, CalHome, RDA
City of La Habra	HOME
City of Lomita*	CDBG
City of Norco	RDA, Tax-Exempt Bonds
City of Rancho Cordova	CDBG, CalHome
City of Redondo Beach	CDBG
City of Seaside	RDA
City of Soledad	HOME, RDA
City of Westlake Village*	CDBG
County of Monterey	CDBG, HOME

\* Jurisdictions that receive funding through CDC

## Related Experience

Brief descriptions of some the above assignments are provided below.

### **Housing Rehabilitation Program Implementation and Grant Administration, City of Calabasas**

Michael Baker performs all tasks associated with the implementation of the City's CDBG-funded housing rehabilitation loan and grant program and assists with the general administration of the City's annual CDBG grant received through the Los Angeles County Community Development Commission (CDC).

### **Housing Rehabilitation Program Implementation and Grant Administration, City of La Habra**

Michael Baker assisted with the setup and implementation of the City's HOME-funded housing rehabilitation program. The City was awarded the HOME grant by HCD.

### **Housing Rehabilitation Program Implementation and Grant Administration, City of Westlake Village**

Michael Baker performs all tasks associated with the implementation of the City's CDBG-funded housing rehabilitation grant program and assists with the general administration of the City's annual CDBG grant received through the CDC.

### **Grant Administration and Housing Rehabilitation Programs Implementation, City of Beverly Hills**

Michael Baker administers the City's annual CDBG grant received through the CDC and performs all tasks associated with the implementation of the City's CDBG-funded single-family housing rehabilitation and multi-family handyworker programs.

### **Grant Administration and Program Implementation, City of Lomita**

Michael Baker administers the City's annual CDBG grant received through the CDC and performs all tasks associated with the implementation of the City's CDBG-funded single-family housing rehabilitation program. Michael Baker also performs subrecipient monitoring for CDBG-funded public service programs.

References for several of the above on-going assignments involving the services requested by the City of Calabasas are listed below.

James Latta, Human Services Administrator  
City of Beverly Hills  
(310) 285-2535

*Services Provided:* Administration of annual CDBG grant and operation of CDBG-funded single-family housing rehabilitation and multi-family handyworker programs.

*Dates of Service; 2013-present*

Roger Grody, Economic Development Consultant

City of Norco

(951) 270-5644

*Services Provided:* Development of program guidelines and application materials for housing asset and tax-exempt bond-financed housing rehabilitation and first-time homebuyer programs and subsequent administration of programs.

*Dates of Service:* 2014-present

Gary Sugano, Assistant City Manager/Community Development Director

City of Lomita

(310) 325-7110, ext. 121

*Services Provided:* Administration of annual CDBG grant, operation of CDBG-funded single-family housing rehabilitation program, and oversight of management of Lomita Manor conventional public housing project and associated HUD reporting.

*Dates of Service:* 2013-present

Kerry Kallman, Administrative Analyst

City of Westlake Village

(818) 706-1613

*Services Provided:* Administration of CDBG-funded housing rehabilitation program and assistance with general administration of annual CDBG grant.

*Dates of Service:* 2013-present

Daisy Perez, Housing Specialist/Associate Planner

City of La Habra

(562) 383-4111

*Services Provided:* Setup and administration of state HOME-funded housing rehabilitation program.

*Dates of Service:* 2014-present



# COST AND PRICING

## **FEE**

Michael Baker is proposing to provide all of the services requested by the City for a fee not to exceed \$17,000, based on a total program budget of \$85,000. In the event that additional funds are allocated to the program during the course of the fiscal year, our fee would increase, but in no case will exceed the maximum amount allowed for housing rehabilitation activity delivery by the CDC.

## **BILLING RATE**

Mr. Neal's services would be provided on an hourly basis at a rate of \$105.00, for the not-to-exceed fee stated above. This rate is fully burdened and the City will not be charged extra for travel, supplies, or other non-personnel costs. The City will be billed monthly for services rendered, with an itemization of the hours worked per week by Mr. Neal.