

## Scope of Work

### Relocation Plan

The Plan will help the Client and relocation team understand the relocation needs of impacted households and identify project relocation costs to assist with project planning. Relocation Plan preparation services include:

1. Initial Project set-up in P1 and case creation based on Client-provided rent roll in Excel.
2. Issue General Information Notice with proof of service.
3. Interview up to 36 households to assess potential impacts and relocation assistance needs. Household information to include number of occupants, gross household income, current housing costs, language preference, disabilities, legal presence status, and special needs related to a relocation.
4. Research the marketplace for available permanent replacement dwellings and establish rent/housing schedules for compiling project costs.
5. Analyze tenant data and market study results and incorporate research data into a written Plan.
6. Prepare a description of the rehabilitation plan and schedule, relocation advisory services program, procedures for locating and referring eligible persons to ] permanent housing, relocation payments to be made, cost estimate for carrying out the Plan, and identification of the source of the necessary funds.
7. Present the draft Relocation Plan to the Client and revise as directed by the Client.
8. Prepare and deliver advisory notices regarding the mandatory 30-day public review and comment period for the Relocation Plan.
9. Incorporate comments and associated responses into the final Relocation Plan for approval by the Client.

### Relocation Assistance Services - Residential Permanent Displacement

OPC will provide the following assistance necessary for the effective relocation of up to 36 households who must permanently relocate from the project site (up to 30 hours per case):

1. Inform tenants of available relocation assistance services and benefits and explain the relocation process.
2. Provide displacees with on-going advisory assistance to minimize their hardship, including referrals to, and coordination with, community service resources and other public services, as necessary.
3. Request, and collect, written documentation of occupancy of the project units, current rent, gross household income, legal presence status, disabilities, age, utilities costs, and identification of the occupants.
4. Conduct a market search for available replacement units and prepare a Comparable housing Analysis for each household.
5. Determine rental assistance and moving assistance payment entitlements for each household.
6. Prepare and distribute the Notice of Eligibility and Vacate Notice with proof of service.
7. Provide written referrals to replacement housing (up to five sets) and assist tenants in locating replacement housing.
8. Inspect replacement dwellings to determine if they meet "decent, safe, and sanitary" requirements.
9. Prepare all applicable benefit claim forms, secure claimant's signatures on claim forms, and submit claim forms to the Client for processing and payment (up to three RAP claims).
10. Monitor the move to the replacement unit, as necessary.
11. Conduct vacate inspection and verify all personal property has been relocated from the Project site.
12. Deliver benefit checks and other appropriate payments to claimants.
13. Maintain necessary case documentation in compliance with applicable requirements.
14. Upload all relocation files electronically for file returns to the Client.

### Project Management & General Consulting

OPC's project management services will include:

1. Assist with the development of administrative policies, procedures, and forms necessary to carry out the relocation program under the applicable funding source rules as applicable.

2. General consultation and project coordination with the Client, governmental entities, and project team members.
3. Provide written status reports and confer with the Client verbally on general status, problem areas, and progress.
4. QA/QC of all staff and work product associated with the Project.
5. Tracking and managing all budgetary-related aspects of the project associated with OPC's Scope of Work.

### Trust Account Services / Payment Processing

There may be a total of 144 relocation checks or more that will need to be processed on behalf of the tenants. OPC provides Trust Account administration services for our clients with the ability to issue checks within 24-48 hours (business days) upon receipt of an approved claim.

1. OPC will set up and administer a project Trust Account to be funded by the Client based on the total amount of relocation payments calculated for the displaced tenants.
2. The Trust Account will be utilized to make required relocation payments to the tenants (advance and final payments).
3. Monthly reconciliations and bank statements will be forwarded to the Client throughout the process. No checks will be issued by OPC without prior written approval from the Client.

## Fee Proposal

For the preparation of a Relocation Plan, relocation assistance services for up to 36 households and associated project management and consulting services in compliance with the state and federal laws and the described Scope of Services within this proposal, we propose a contract in the amount of **\$156,500.00**.

The total value of this contract will not exceed the sum of **\$156,500.00** without prior authorization from the Client. OPC will not perform any additional service, or incur any additional expenses, in the performance of this agreement without the prior written approval of the Client.

Substantial changes in the required scope of work, including, but not limited to, major project delays, a change in the number of cases, split cases (\$1,800 per split), additional tasks or hours of service requested, etc. will result in the revision of the contract fee upon mutual agreement by OPC and the Client. The proposed fee does not include the cost of postage for certified mailings which will be invoiced as a direct cost.

\_\_\_\_\_  
Client Initial

For activities associated with the Scope of Services above, OPC may submit monthly invoices for the consulting services rendered based on the hourly rate schedule below.

## OPC 2022 Schedule of Hourly Rates

<u>Management &amp; Implementation</u>	
Program Manager / Director	\$200.00
Senior Project Manager	\$165.00
Project Manager/Project Controls Manager	\$150.00
Sr. Acquisition Agent/Sr. Analyst	\$135.00
Acquisition Agent/Analyst	\$120.00
<u>Project Support/Administrative</u>	
Project Coordinator	\$115.00

## Term of Agreement

Unless otherwise set forth in this contract, the term of this contract shall have an end date of **two (2)** years from the date of execution.

## Billing Terms

Unless superseded by client-generated Billing Terms in an Agreement executed by OPC, the following terms shall apply to this Scope of Services.

OPC considers local travel/mileage, photocopying, first class postage, telephone, facsimile, and mobile communication charges a normal part of doing business and such costs are included in the stated hourly rates. Out-of-pocket expenses including pre-approved travel and lodging, outside exhibit preparation, requested overnight courier or registered and/or certified mail (return receipt requested) charges, and specialty reproduction (unless otherwise specified) are in addition to the contract amount and will be charged at cost plus ten percent (+10%) for administration, coordination, and handling. Subcontracted services, other than those listed above, will be invoiced at cost plus ten percent (+10%).

In the event OPC is required to perform any act in relation to litigation arising out of any project with the Client (for example, expert consulting, responding to a complaint, or proceeding with discovery and trial), such services are not part of this contract, nor are they part of our normal fees. If required, these types of services will be invoiced at two times the regular hourly rates.

If this contract extends twelve (12) months beyond the initial date of execution, the hourly rates and any remaining amount in the contract will be adjusted upwardly by five percent (5%) per annum, compounded annually, on the anniversary date of this contract.

Written communication services in other languages would be an additional cost and would be billed separately based on quoted hourly rates by independent translation services. Verbal communication in Spanish, if necessary, will be included at no additional charge. Standard written relocation notices are also available in Spanish, if necessary, at no extra charge.

OPC will submit monthly invoices for the professional and trade services rendered based on the hourly rate schedule provided above. The Client will promptly pay the uncontested amount due within no more than thirty (30) days after receipt of invoice.

**Acceptance of Proposed Scope of Work and Fees**

**Authorization to Proceed: \$156,500.00**

By signing this Proposal for Services, I certify that I have the authority to enter into this agreement with Overland, Pacific & Cutler, LLC ("OPC") on behalf of:

\_\_\_\_\_ (name of company)

I also acknowledge that the terms and conditions of OPC's standard contracts are incorporated into this Proposal.

\_\_\_\_\_  
**Client Signature** \_\_\_\_\_  
**Date**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Email:** \_\_\_\_\_

## **Overland, Pacific & Cutler, LLC**

### **Standard Contract Terms and Conditions**

#### **1. ACCEPTANCE OF PROPOSAL FOR SERVICES.**

Acceptance by CLIENT of the Proposal for Services (Proposal) submitted by Overland, Pacific & Cutler, LLC (OPC) constitutes acceptance of the terms set forth in the Proposal and the terms and conditions stated herein and is a contract for services (Agreement).

#### **2. SCOPE OF SERVICES.**

OPC shall provide the resources and services of skilled professionals, technical, and support personnel to meet the requirements of the scope of services as described in the Proposal and by this reference, made a part hereof. The Proposal may be amended from time to time, as new Projects are assigned. All professional services shall be performed by OPC in its capacity as an agent of CLIENT. CLIENT shall have sole authority to approve all finalized transactions and any and all payments and/or financial transactions resulting from the performance of services defined in the Proposal.

#### **3. COMPENSATION AND PAYMENT TERMS.**

OPC shall submit monthly invoices for professional services based upon the fee schedule set forth in Proposal. CLIENT shall promptly pay OPC for services within thirty (30) days upon receipt of invoice.

#### **4. CHANGES.**

Any changes to the scope of services or any term set forth in the Proposal may be made at any time by a written amendment to the Proposal signed by CLIENT and OPC. If such changes result in an increase or a decrease in services, the time required for performance thereof or the compensation therefore, this Agreement shall be modified accordingly in writing in order for such changes to be valid.

#### **5. CONFIDENTIALITY/NON-DISCLOSURE.**

CLIENT hereby agrees that any work product of OPC, including its proprietary documents, work processes, information technology, and project management systems, and all information provided pursuant to the Proposal shall be considered confidential, and shall not be reproduced, transmitted, used or disclosed by CLIENT to any third party without the written consent of OPC, except as may be necessary for CLIENT to fulfill its obligations hereunder. This confidentiality limitation shall not apply to any information, or portion thereof, which is within the public domain at the time of its disclosure. The requirements of this paragraph shall survive the term of this Agreement.

#### **6. TERMINATION.**

1. Performance of the work and services hereunder may be terminated by OPC or CLIENT at any time, in whole or in part:
  1. Whenever CLIENT or OPC defaults in their obligations hereunder and fails to cure such default within ten (10) days after receipt of notice specifying the default; or,
  2. For convenience.
2. Termination shall be effected by delivery to the other Party a Notice of Termination, specifying whether said termination is by reason of default and failure to timely cure, or breach of a material term or condition of this Agreement or any amendment thereto, or, for convenience. Further, the

Notice of Termination shall specify the extent to which performance of the work and services is terminated and the date upon which said termination is to become effective.

3. If, after CLIENT issues a Notice of Termination for default, it is determined that OPC was not in default, or that OPC's failure to fulfill its obligations was due to causes beyond its control and without its fault or negligence, the Notice of Termination shall be deemed to have been issued for convenience and OPC shall be entitled to recover all compensation for its actual, common, necessary and reasonable costs of performing the work to the date of termination, plus previously agreed upon and established reasonable markup for overhead and profit. OPC shall prepare and submit a termination claim for those services satisfactorily performed, which shall include costs and expenses reimbursable in accordance with the terms of this Agreement, not previously paid and incurred prior to the effective date of termination.

## 7. INDEMNIFICATION.

Notwithstanding any provision of this Agreement to the contrary, to the fullest extent permitted by law, CLIENT agrees to indemnify, hold harmless, and defend OPC, its officers, directors, members, managers, boards, commissions, employees, agents, and representatives ("Indemnified Parties") from and against all claims, demands, damages, loss, costs, expenses, reasonable attorney's fees, fines, expenses, or penalties of any kind, arising out of, or as a consequence, or related to, any negligent act, error or omission committed by the Indemnified Parties in its obligations as identified in this Agreement or subsequent amendments; any breach or inaccuracy of any representation, warranty or guarantee set forth in this Agreement; and/or any claim, demand, damage, or loss as defined herein, including third party claims, attributable directly or indirectly to the infection of COVID-19. The foregoing shall not apply to claims, losses, or penalties incurred by CLIENT and caused by the sole negligence or willful misconduct of the Indemnified Parties.

If a demand for defense and/or indemnity is made by OPC pursuant to this provision and denied by the CLIENT, CLIENT shall reimburse OPC for all loss, costs and expenses, reasonable attorneys' fees incurred in the defense of the action if OPC is subsequently adjudicated to have not committed any negligent act, error or omission or willful misconduct.

## 8. REMEDIES.

The rights and remedies set forth herein shall be in addition to any other remedies provided in equity or law, and waiver by OPC of any provision hereunder or of a breach thereof by CLIENT shall not be deemed a waiver of future compliance thereof and such provision shall continue in, and with full force and effect.

## 9. SEVERABILITY.

In the event that any term or provision of this Agreement is held to be illegal, invalid, or unenforceable under the laws, regulations, or ordinances of any federal, state, or other government to which this Agreement is subject, such term or provision shall be deemed severed from this Agreement and the remaining terms and provisions shall remain unaffected thereby and continue in full force and effect.

## 10. MODIFICATION.

This Agreement may only be modified by a written amendment hereto, duly executed by both parties.

## 11. SUCCESSORS AND ASSIGNMENT.

CLIENT binds itself, its successors, assigns, and legal representatives to CLIENT with respect to all of the covenants and provisions of this Agreement and further agrees that it shall not assign, subcontract,

hypothecate, or transfer its interest in this Agreement, or any part thereof, without the express written consent of OPC.

## **12. ENTIRE AGREEMENT.**

This Agreement contains all of the promises, representations, and understandings of the parties hereto and supersedes any previous understandings, commitments, proposals, or agreements, whether verbal or written, and may only be modified as hereinbefore provided.

## **13. GOVERNING LAW.**

Unless otherwise specified herein, this Agreement shall be governed by and construed in accordance with the laws of the State of California.

## **14. VENUE AND FEES.**

The venue for such suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in the County of Los Angeles, in the State of California. The prevailing Party in any such suit or proceeding shall be entitled to a reasonable award of attorney's fees and costs in addition to any other award made in such suit or proceeding.