

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this _____, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **MICHAEL BAKER INTERNATIONAL, INC.**, herein after referred to as "CONTRACTOR".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council Resolution No. 9212-14 (January 28, 2014).
2. CITY desires to utilize the services of CONTRACTOR to **provide services in the administration of grants received from the U.S. Department of Housing and Urban Development (HUD), including Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and the Emergency Solutions Grant (ESG).**
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination** The term of the agreement shall be from the date of this agreement through June 30, 2023, with options to extend said agreement for two additional one-year periods corresponding the City's July 1 through June 30 fiscal year. Option years shall be exercised at the end of the set agreement date, at the sole option of the CITY. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with CONTRACTOR's proposal which is attached as Attachment A and is hereby incorporated by reference. Contractor is required to present evidence to support performed work.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Proposal. The Proposal is attached as Attachment A, and is incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
 - 3.1 **AMOUNT.** Total Compensation under this agreement shall not exceed the amount of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00)

per fiscal year (the "NTE amount"), payable in arrears and in accordance with proposal in Attachment "A".

- 3.2 Payment. For work under this Agreement, payment shall be made per invoice for work completed. Within 45 day of delivery of goods or performance of services, CONTRACTOR must promptly render an invoice to CITY or payment may be significantly delayed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in Proposal (Attachment A).
- 3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY and CONTRACTOR shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. Insurance requirements.

- 4.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of cancellation at least thirty (30) days in advance and provide a Waiver of Subrogation in favor of the City.
- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
 - (a) Commercial general liability in an amount of \$1,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

- (b) Automobile liability in an amount of \$1,000,000.00 combined single limit (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

- (c) Professional liability in an amount not less than \$1,000,000. Insurance companies must be admitted and licensed In California and have a Best's Guide Rating of A-, Class VII or better, as approved by the City. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, it's officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, it's officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.
9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
 - a. Michael Baker International
Attention: Damien Delany
3760 Kilroy Airport Way Suite 270
Long Beach, CA 90806
 - b. City of Garden Grove
Attention: Monica Covarrubias
11222 Acacia Parkway
Garden Grove, CA 92840
10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event

of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.
12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.
13. **Time of Essence.** Time is of the essence in the performance of this Agreement, subject however, to exercise of the Standard of Care required for performance of the Services.
14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.
15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
16. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including reasonable attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR in the performance of the Agreement.

The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

17. **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.
18. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by CITY and CONSULTANT.
19. **Waiver.** All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and CONSULTANT.
20. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Orange County Superior Court.
21. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties
22. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.
23. **Waiver of Consequential Damages.** Neither party shall have any claim or right against the other, whether in contract, warranty, tort (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages of any kind or nature whatsoever, such as but not limited to loss of revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever caused, even if same were reasonably foreseeable.
24. **Force Majeure.** Consultant shall not be liable for any failure to perform or any impairment to its performance to the extent such failure or impairment is caused by any act of God, fire, flood, natural catastrophe, labor dispute or strike or shortage, national or state emergency, epidemic or pandemic,

insurrection, riot, act of terrorism, war, act of government, any action or inaction of the City or a third-party engaged by it, and/or any other event, occurrence or circumstance beyond the reasonable control of Consultant. The compensation due Consultant and the schedule governing the timing for Consultant's performance shall be equitably increased and extended, respectively, to address any such impacts to Consultant's performance.

25. **Standard of Care.** Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions (the "Standard of Care").

\\ \\ \\

(Agreement Signature Block on Next Page)

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

ATTESTED:

City Clerk

Date: _____

"CONTRACTOR"
MICHAEL BAKER INTERNATIONAL, INC.

By: _____
DocuSigned by:
William Hoose
6F165F0D799A466...

Name: william Hoose

Title: Associate Vice President

Date: 7/25/2022

Tax ID No. 25-1228638

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:

DocuSigned by:
James Egan

87F8C0921B4E4A11
Garden Grove City Attorney

7/25/2022
Date

ATTACHMENT A
MICHAEL BAKER INTERNATIONAL PROPOSAL

Grant Administration Services



GARDEN GROVE

Michael Baker

INTERNATIONAL



June 24, 2022



MBAKERINTL.COM

Submitted by:
Michael Baker International
3760 Kilroy Airport Way, Suite 270
Long Beach, CA 90806
Phone: (562) 200-7173
Fax: (562) 200-7166

Michael Baker

I N T E R N A T I O N A L

We Make a Difference

June 24, 2022

Mr. Timothy Throne
Office of Economic Development
11222 Acacia Parkway
Garden Grove, CA 92840

RE: Request for Proposal Grant Administration Services

Dear Mr. Throne,

Michael Baker International (Michael Baker) is pleased to submit this proposal to provide assistance for Grant Administration Services and related programs funded through the US Department of Housing and Urban Development (HUD) and the State of California Department of Housing and Community Development (HCD). Michael Baker has extensive experience in providing consulting services on federal, state, and municipal programs since 1940. Particularly, Michael Baker would like to offer this well-qualified and experienced team to assist the City of Garden Grove with the administration of its Federal and State funded programs. This proposal is based on the information provided in the City's Request for Proposal (RFP) as well as our considerable experience in administering grants across the United States.

The primary contact person for this proposal is Damien Delany, who can be reached at (562) 200-7177 or ddelany@mbakerintl.com. We believe that our proposal is fully responsive to the City's RFP and that our services will fulfill the City's needs in a well-integrated, comprehensive, and cost-effective manner. We sincerely appreciate the opportunity to submit this proposal and look forward to providing services to the City. This proposal has been signed by the individuals authorized to represent and bind Michael Baker. If you have any questions regarding this proposal, please contact Damien Delany as indicated above.

Sincerely,



William M. Hoose, AICP
Associate Vice President, Long Beach



Damien Delany
Housing & Community Development
Department Manager, Long Beach

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Proposal Summary

Michael Baker is pleased to submit this proposal to provide Grant Administration Services for the City of Garden Grove. Michael Baker was founded in 1940 and is a leading global provider of engineering, planning, program management, and other consulting services. The firm has been able to offer a full complement of housing and community development services to its clients, including (but not limited to):

- Affordable Housing Monitoring
- Density Bonus Projects
- Emergency Solutions Grant Subrecipient Monitoring
- Environmental Reviews and Assessments
- Monthly and Quarterly Subrecipient Reports
- HOME-ARP Funding
- Updating City Policies and Procedures
- State and Federal Grant Administration
- David-Bacon and Section 3 Compliance
- IDIS and HEROS Technical Support

Michael Baker's more than 3,300 employees across nearly 100 locations are committed to a culture of innovation, collaboration, and technological advancement to help solve challenges for clients and communities throughout the country. Michael Baker International is incorporated in the State of Pennsylvania.

Our staff has experience in administering grants and programs funded by HUD and HCD and other state funds and this experience will ensure the successful administration and implementation of the City's programs that minimizes demands placed on City staff. Michael Baker can also prepare the necessary agreements and other grant-related documents to walk City staff and the subrecipients through the entire grant process.

We have a thorough understanding of all reporting requirements of the entitlement cities and have established sound practices to maintain a high level of accuracy in work produced. We have developed long-standing relationships with the respective funding agencies, including HUD and HCD, and our staff regularly attends HUD-sponsored trainings to extend their knowledge. Based on our staff education, career, and work experience, Michael Baker staff members are extremely qualified and fully capable of performing all the requested services in the City's RFQ.

Profile of the Firm

All of the services for City of Garden Grove will be provided by the Long Beach office located at 3760 Kilroy Airport Way, Suite 270. Michael Baker is a Pennsylvania Corporation and was registered with the California Secretary of State on July 2, 2015. This proposal is based on the information provided in the City's Request for Proposal (RFP), our familiarity with applicable state and federal regulations, and our considerable experience with state and federal grant administration, technical expertise with HUD/HCD programs, program design and implementation on funded projects, project eligibility, and fund accounting. Our staff has over 40 years of environmental review experience and almost 30 years of labor compliance experience for projects funded by HUD/HCD. We have successfully executed and delivered on HUD/HCD projects for several clients. Our team has performed considerable online reporting through HUD's Integrated Disbursement Information System (IDIS), conducted sub-recipient monitoring, and are proficient in working with the data analysis and reporting requirements involved in successfully managing HUD programs.

Qualifications

The Michael Baker staff at the Long Beach office has multiple years of helping cities with grant administration which includes tracking finances, implementation of programs, evaluating and reporting on labor compliance, updating IDIS, and preparing the Annual Action Plan and CAPER documents.

Annual Affordable Housing Compliance Monitoring

Michael Baker Staff has experience in providing long-term affordable housing monitoring compliance for both ownership and rental properties. We currently are monitoring and reporting on many homeownerships and developments that used both state and federal subsidies to assist with the development of the project. We are very familiar with state and federal reporting requirements and ensure all timeframes are met.

- Annual Homeowner Certification: Michael Baker will coordinate with homeowners on an annual basis to certify that the original buyer continues to comply with the signed Agreements including living in the home as their principal residence.
 - Work closely with the City to maintain an updated database of all first-time homebuyer and other housing loans (borrower name and address, loan amount, interest rate, loan term, loan distribution date, and due date). Coordination will be necessary to monitor existing first-time-homebuyer and other housing loans annually to ensure that the borrower remains in compliance

- with the loan agreement (e.g., current homeowner insurance, original buyer continues to reside on property). In case of default, Michael Baker will contact the owner and work with the City to see that the loan is repaid.
- Work with the City to process all paperwork and legal recordings required when first-time homebuyer loans and other housing loans are paid off or refinanced (on an as-needed basis).
 - Annual Renter Certification: Michael Baker will coordinate with property managers on an annual basis to certify that all affordable housing units are occupied by renters who continue to meet income requirements and also ensure that the appropriate rent is being charged given annual updates to income limits and utility estimates.
 - Annually collect various monitoring documents and certifications from the owner/manager of each multifamily property in the City's portfolio.
 - Conduct on-site visits as mandated by all applicable regulations and do follow-up on non-compliant properties. During site visits, we will comply with all applicable regulations for conducting on-site review, including, but not limited to, reviewing the management plan, affirmative marketing plan, tenant selection plan, waiting list, copies of initial tenant leases and mandatory lease addendums, income source documentation, rent and utility schedules, and other compliance documentation and tenant files.
 - Accurately review income source documentation for new and recertifying tenants of restricted units using Part 5 definition of income determination contained in HUD regulations.
 - Maintain updated files, including electronic files, for each monitored project to document and track compliance.
 - Provide technical assistance in evaluating other federal requirements including but not limited to the accessibility transition plans.

Density Bonus

Affordable Housing Monitoring Development

The Michael Baker team will collaborate with City staff to identify the key statutes that will require the creation of a framework for eligibility screening and monitoring as well as project evaluation guidelines. We are proposing to create program guidelines that support the land use programs impacting permit streamlining, bonus density, and surplus lands. These statutes can impact both rental and for-sale housing. This underlying structure will include identifying specific roles, responsibilities, and accountabilities that the City, developers, and resident participants will have in the implementation of the program. Once the program structure has been established, we will begin to develop processes that will allow staff to easily access, review, and monitor regulatory agreements and other documents critical to the ongoing implementation of the program.

Michael Baker will also make recommendations for affirmative marketing requirements for developers to provide equitable access to the affordable housing being developed through these land use-based programs.

The final component of this task will be to develop tools such as flowcharts, step-by-step directions, and department protocols that can identify, track, and provide information regarding title transfers, loan payoffs, loan subordinations, default remedies, and other processes associated with the ownership and rental programs to developers and resident participants, which can be referenced by staff to continue the management the program following project completion. The goal will be to provide the City with a simple enough framework and set of tools so that Planning Department staff will be able to determine compliance of project proposals without a need for outside assistance during the development phase of a project.

Deliverables:

- Program guidelines

Monitoring Framework and Applicant Guidance

As the development of the program's guidelines structure is being completed, the Michael Baker team will work to create agreement templates, applications, and approval/denial letters based on industry standards while clearly representing the City and any unique attributes required by City staff or program participants.

Finally, during this task, our team will begin to develop a database that will be used to warehouse, access, and monitor active loan agreements, insurance, residency requirements, title transfers, loan payoffs, loan subordinations, default remedies, and any other official documents associated with the ownership and rental properties in the

program. The database will also be used to track and verify program participants and eligibility, as well as all required compliance documentation. The Michael Baker team will work with City staff to determine access protocols for the database and assist staff in gaining familiarity with the file structure and contents of the database.

Deliverables:

- Application templates
- Letter templates
- Database structure for monitoring

Assumption:

- City to provide preferred database software

Collaboration and Training

Following the City Council public hearing, and the implementation of any changes to the program required as a result of the hearing, Michael Baker will participate in the processing of two affordable housing projects. We recommend the focus be on supporting City staff to carry out the processes outlined in the guidelines during the development phase. The guidelines we produce should be sufficient for Planning Department staff to follow without the need for significant oversight. Participation may also include collaborating with the developer, City staff, real estate agent, and loan officer to identify buyer profiles and financing models to meet targeted eligibility requirements.

As we help guide the projects through the newly developed program, we will work closely with staff, so all program components are well understood and performing as needed. This collaborative effort will be coupled with dedicated training sessions facilitated by the Michael Baker team, so no program attributes are overlooked, and all questions are answered in order to implement program guidelines, meet best practices, and enable City staff comprehension.

Michael Baker will also assist Developers through the approval process, including application submission; marketing and management plan development guidance; and housing agreement creation and revision.

Assumptions:

- Michael Baker is provided a time and materials budget for implementing this task. Additional budget is provided for optional tasks described below. If less time is needed, the City will only be charged the amount of staff time requested.

Emergency Solutions Grant Subrecipient Monitoring

- Complete Onsite/desk monitoring of subrecipient files
- Respond to monitoring reports, findings, and concerns provided by HUD

HOME ARP

- Assist the City with administering and planning;
- Develop and support the City with an eligible activity, such as, an acquisition and development of a non-congregate shelter for homeless

State and Federal Grant Administration

- Reviewing quarterly reports
- Update IDIS
- Track program finances and accomplishments
- Support housing rehabilitation and repair projects
- Participate and respond as necessary to requests for comments on any plans and reports
- Complete and submit to HUD labor compliance reports, environmental assessments, and financial reports as necessary
- Respond to requests for information from auditors and other regulatory agencies
- Performing general program administration and coordination with HUD
- Conducting staff training – including training for financial staff and program staff, if requested.
- Review invoices from subrecipients (ESG and CDBG) prior to processing of payment
- Prepare the City's Annual Action Plan and CAPER

Environmental Reviews and Assessments

Our approach to completing the NEPA documentation for any proposed project is to first and foremost work collaboratively with City staff to prepare a document that is legally defensible, aids the City in the decision-making process, and meets the City's needs in terms of schedule and budget. To accomplish these objectives, our approach is founded on the following principles:

- 1) Draw upon our experience preparing multiple NEPA documents for HUD-assisted projects in California to identify and address the key issues early in the process to prevent delays and setbacks.
- 2) Conduct a technically adequate and complete environmental analysis.

- 3) Create reader friendly NEPA documents that utilize a combination of narrative, figures, photographs, maps, tables, and other visual aids to help the reader understand the environmental consequences of the project.
- 4) Establish and achieve a milestone/critical path project schedule.
- 5) Openly communicate with City staff as we strive to exceed the City's expectations.

For budgetary purposes, our proposal assumes that an EA/FONSI will be the appropriate NEPA document for the project.

Our anticipated scope of work to prepare and process an EA/FONSI, including preparation of required air quality, noise, and cultural resource technical studies, consists of the tasks outlined below.

Project Initiation, Coordination Meetings, and Project Management

Kickoff Meeting

To initiate the project, Michael Baker's project director and project manager will attend a virtual kickoff meeting with City staff. The kickoff meeting will be used to review project plans, discuss the project's key environmental considerations, solidify the project schedule, and discuss the action plan for achieving that schedule.

Coordination Meetings and Project Management

Michael Baker's project manager will be available to City staff at any time during the assignment to discuss the project, coordinate the project schedule, exchange information, and ensure the City's expectations are met. In addition to the kickoff meeting, coordination meetings may be conducted to review the City's comments on administrative draft documents and in preparation for public hearings. We have budgeted for one coordination meeting (in addition to the kickoff meeting) with City staff. Additional management activities include monitoring the project schedule and budget, ensuring critical timeline milestones are met, and providing quality control review of all completed work products.

Technical Investigation

We assume that the following technical studies necessary to prepare the project's NEPA documentation will be provided to Michael Baker by City:

- Phase I Environmental Site Assessment
- Geotechnical Study

In addition to this study, the Michael Baker team will conduct technical investigations to evaluate the project's potential impacts related to air quality, noise, and cultural resources

(Section 106 compliance). The scopes of work for these technical investigations are provided below.

Air Quality

Michael Baker's in-house technical team will conduct the air quality analysis.

Baseline meteorological and air quality data developed through the California Air Resources Board (CARB) will be utilized for the description of existing ambient air quality. Air quality data from the nearest air quality monitoring station will be included to help highlight existing air quality local to the project area.

Based on data provided by the project applicant, emissions generated during earthwork, paving, building activities, and architectural coatings will be quantified using the California Emissions Estimator Model version 2016.3.2 (CalEEMod). A general description of the major phases of construction and their timing will be required. The air pollutant emissions during construction will be compared to the appropriate air quality management district's regional thresholds of significance. Naturally occurring asbestos impacts will also be qualitatively discussed.

Operational (i.e., area, mobile, and energy source) emissions will be quantified and compared to the appropriate air quality management district's regional thresholds of significance. The emissions will be quantitatively derived utilizing CalEEMod and the CARB Emission FACtor Model (EMFAC2017). Emission reductions due to project design features will be incorporated into the operational emissions inventory. Primary sources of emissions will be related to area sources and local/regional vehicle miles traveled. Project consistency with the appropriate air quality management plan (AQMP) will be analyzed. Project consistency with the U.S. Housing and Urban Development (HUD) and U.S. Environmental Protection Agency (EPA) 40 CFR 93.153 *de minimis* guidelines will also be evaluated.

Please note that this scope assumes that the City will provide detailed site plans and proposed grading plans in PDF format, as well as detailed construction phasing and grading/excavation/paving quantities. The City will also provide the project's daily trip generation, as well as average daily trips for nearby roadways. If this information is not available, then Michael Baker will make reasonable assumptions based on project characteristics and available data from the City. Further, this scope accommodates revisions based on one consolidated set of comments. Additional comments can be addressed on a time and materials basis.

Deliverables: Michael Baker will complete an air quality analysis report. One electronic copy of the report will be provided to the City.

Noise

Michael Baker will review applicable noise and land use compatibility criteria for the project area. Noise standards regulating noise impacts will be discussed for land uses on and adjacent to the project site. A site visit will be conducted, and short-term noise level measurements will be taken along the project area. The noise monitoring survey will be conducted at up to two separate locations to establish baseline noise levels in the project area. Noise recording lengths are anticipated to require approximately 10 minutes at each location. This scope excludes long-term (24-hour) noise measurements.

Construction would occur during implementation of the proposed project. Noise impacts from construction sources will be analyzed based on the anticipated equipment to be used, length of a specific construction task, equipment power type (gasoline or diesel engine), horsepower, load factor, and percentage of time in use. The construction noise impacts will be evaluated in terms of maximum levels (L_{max}) and hourly equivalent continuous noise levels (L_{eq}) and the frequency of occurrence at adjacent sensitive locations. If pile driving is required for the project, an analysis of vibration impacts from potential pile driving or drilling for the placement of piles will be based on the Federal Transit Administration's (FTA) *2018 Transit Noise and Vibration Impact Assessment Manual*. Analysis requirements will be based on the sensitivity of the area, specific construction activities, and Noise Ordinance specifications.

Off-site noise impacts from vehicular traffic will be assessed using the U.S. Federal Highway Traffic Noise Prediction Model (FHWA-RD-77-108). The 24-hour weighted Community Noise Equivalent Levels (CNEL) will be presented in a tabular format. On-site noise generating activities will also be addressed and analyzed for potential impacts to the adjacent uses and HUD Noise Guidelines compliance. Compliance with the applicable noise standards will be evaluated, with recommended mitigation measures included where appropriate.

This scope assumes that the City will provide detailed site plans and proposed grading plans in PDF format, as well as detailed construction phasing and grading/ excavation/ paving quantities. Further, this scope accommodates revisions based on one consolidated set of comments. Additional comments can be addressed on a time and materials basis.

Deliverables: Michael Baker will complete an acoustical analysis report and provide one electronic copy to the City.

Cultural Resources Identification/Section 106 Consultation

Michael Baker will complete the cultural resources identification and evaluation study required to address the requirements of Section 106 of the National Historic Preservation Act (NHPA).

Specifically, Michael Baker will complete the following tasks to identify historic properties within the area of potential effects to support the City in its obligations under Section 106 of the NHPA.

- Delineate the area of potential effects (APE);
- Conduct a records search with the appropriate information center to identify previous cultural resources reports and records of the APE;
- Conduct a literature and historic map review to identify cultural resources within the APE;
- Conduct a file search with the Native American Heritage Commission regarding sacred lands;
- Draft tribal consultation letters for the federally recognized tribes identified in the NAHC search. We assume the City will send the letters and conduct the consultation;
- Contact the Ventura County Historical Society for any information or concerns for historic properties in the APE; and
- Conduct an archaeological field survey to identify surface deposits of archaeological resources.

Please note that this scope of work assumes that there are no archaeological resources which require evaluation to the National Register of Historic Places or California Register of Historical Resources. If historic properties are identified within the APE, additional studies (including additional schedule time and fees) may be required.

Deliverables: Michael Baker will complete a memo report describing methods and results of the cultural resources identification efforts described above. Further, we will draft an Office of Historic Preservation (OHP) consultation letter describing the cultural resources identification efforts and finding of effect. The letter can be submitted by the City to the OHP to receive concurrence on the National Register evaluation and finding of effect.

Environmental Assessment and Proposed Finding of No Significant Impact

Michael Baker will prepare an administrative draft EA for review and comment. The content of the EA will be consistent with HUD's recommended format for conducting EAs pursuant to 24 CFR Part 58. The analysis will include all required determinations and compliance documentation for the laws and authorities at 24 CFR 58.6 and 58.5, as well as an analysis of additional factors, including the project's impacts on land development, socioeconomic factors, community facilities and services, and natural features. The following are the primary sections of the EA: Purpose and Need, Project Description, Existing Conditions and Trends, Statutory Checklist, Environmental Assessment Checklist, and Alternatives to the Proposed Action. The EA will also include several HUD-required summary sections, including mitigation measures, additional studies performed, and list of sources, agencies, and persons consulted.

Please note that this scope of work assumes that no mitigation or other compliance steps (i.e., additional reports, studies, consultations, permits, or agreements) would be required other than those identified in Task 2, above. Upon receipt of additional project information and/or completion of records searches and other research, if sensitive resources or environmental concerns are identified that would require more detailed environmental analysis (i.e., additional reports/assessments, technical studies or regulatory agency permits) than included herein, we will notify the City immediately and supplemental services/work effort may be required.

Deliverables: Michael Baker will submit the administrative draft EA to the City electronically. Michael Baker will address the City's comments on the administrative draft EA and will submit a pre-press draft of the EA for the City's final review. Following the final review by the City, we will prepare the final public draft, which will be shared with the City electronically.

Notice of FONSI/Notice of Intent to Request Release of Funds (NOI/RROF)

Upon preparation of the finalized public draft EA, Michael Baker will prepare a combined Notice of Finding of No Significant Impact and Notice of Intent to Request a Release of Funds (FONSI and NOI/RROF) for publication and public review. The City will be responsible for publication and mailing of the FONSI and NOI/RROF.

A minimum 15-day public comment period is required after publication of the FONSI and NOI/RROF.

Deliverables: Michael Baker will provide electronic copies of the public draft EA and FONSI and NOI/RROF.

Responses to Comments/Revised EA

At the conclusion of the 15-day public comment period, Michael Baker will respond to all environmental comments received by the City and will prepare a revised EA if necessary. The revised EA will be provided electronically to the City for review. Following review by the City, we will prepare the final revised EA. For budgeting purposes, we have assumed a total of 11 hours to prepare the responses to comments and revised EA, including responding to one consolidated set of City comments. Should the public comments be excessive and require more than the budgeted time, this task will be revisited, and additional budget may be required.

A 15-day HUD review period is required after the EA is finalized.

This scope assumes that City will complete prepare and submit the RROF and Certification (7015.15 Form) to HUD.

Deliverables: Michael Baker will submit 1 electronic copy and 2 hard copies of the revised EA to the City.

Environmental Review Record

Michael Baker will compile an Environmental Review Record (ERR) per 24 CFR 58.38. The ERR will be in digital format and will include copies of all source/compliance documentation.

Deliverables: Following completion of the project, Michael Baker will submit 1 electronic copy of the ERR to the City.

Davis-Bacon and Section 3 Compliance Monitoring Tasks

Pre-Bid Services

Review of Project Bid Package/Specifications – Michael Baker will review the bid package to ensure that all applicable State labor codes, Federal regulations, prevailing wage determination, and compliance documents are provided.

Pre-Bid Meeting – Michael Baker will participate in the meeting to inform potential bidders of the applicable State labor codes, Federal regulations, applicable prevailing wage requirements, and the Section 3 reporting forms and contractual goals of the project.

Contractor Eligibility – Michael Baker will verify that the contractors are state-licensed and bonded, maintain applicable Workers Compensation, and do not appear on the Federal Exclusions Lists and the State of California Department of Industrial Relations (DIR) Debarment List. It is our belief that only properly licensed, experienced, insured, and capable contractors and subcontractors should work on publicly funded projects and thus, we will advise the City with that principle in mind.

Deliverables: Review of bid package, Pre-Bid Meeting documentation, contractor eligibility status report, and applicable prevailing wage determination booklet in electronic format.

Pre-Construction Services

Contract Award Documentation – Michael Baker will work with the City to ensure that all contract award notices, and documentation are filed in the Project Compliance Files (to satisfy the HUD requirements).

Contractor Eligibility – Michael Baker will reverify that the contractors do not appear on the Federal Exclusions Lists and the State of California Department of Industrial Relations (DIR) Debarment List, as these lists may be updated.

Prevailing Wage Determination – Michael Baker will obtain the applicable State and Federal wage classification decisions as required. Michael Baker will create a wage booklet in electronic format to share with contractors of all tiers. This will ensure that all contractors will be properly informed of the applicable wage rates for the project.

Pre-Construction Meeting – Michael Baker will attend Pre-Construction meetings to present local, State and Federal labor compliance requirements, the Section 3 reporting guidelines, and outreach strategies. Michael Baker will also obtain signatures from contractors to confirm they have been informed of the project's compliance requirements and forms. This may be in the form of a sign-in sheet or a confirmation form that Michael Baker will create and utilize with the City's approval.

Prior to the meeting and with the City's approval, Michael Baker will create a Compliance Welcome Package that contains all applicable Federal and State labor compliance and Section 3 documents. This package will provide a detailed explanation of each form and instructions on how to complete and when to submit. Also, Michael Baker will acquire the City's approval to include language in the Welcome Package that no lower tier subcontractors will be allowed to work without timely notification to the City and verification of contractor eligibility. The categories of documents to be provided in the Welcome Package include:

- i. First-Time One-Time Documents
- ii. During Construction Documents – weekly, monthly, and if applicable quarterly

- iii. Close-Out Labor Compliance Documents
- iv. Onsite Posting
- v. DBA and DIR Prevailing Wage Rates

Section 3 Pre-Con Reporting and Outreach Efforts – Michael Baker will work with the Prime Contractor and applicable subcontractors to ensure their Commitment Reporting reflect satisfactory level of potential hiring and contracting opportunities and verify that their outreach efforts are being performed. We will also collect and file the proofs of outreach.

Deliverables: Contract Award documentation, Pre-Construction Meeting documentation, updated contractor eligibility status report, Welcome Package to contractors, and applicable prevailing wage determination and booklet in electronic format to contractors.

Construction Phase Services

Certified Payroll Reporting – Michael Baker will collect and review weekly payrolls from each contractor on the project, this will include all lower tier subcontractors. Michael Baker will ensure that payrolls have been properly completed and reflect correct information such as trade/classification and group/period number, appropriate wage rates, fringes, and deductions. To reconcile craft hours, Michael Baker may also collect and review payroll supporting documents such as inspector logs, daily job logs, timesheets, and sign-in sheets.

Michael Baker will ensure that all contractors are employing and working apprentices in ratios that conform to the apprenticeship regulations. For each apprentice reported on payroll, documentation will be obtained to prove apprentices and trainees are registered with an approved apprenticeship program and hold current status throughout the construction phase of project.

Online Certified Payroll System – Michael Baker will ensure that contractors are uploading compliance documents and payrolls onto the DIR eCPR system in a timely manner. We will also collect certified payrolls in the appropriate payroll format with wet signature. DIR eCPR confirmations will be required to be submitted with original payrolls.

Site Visits – Michael Baker will conduct verifications of contractors working onsite. We will keep a log of verifications to confirm that all contractors are submitting labor compliance documents and payrolls. Michael Baker will also conduct weekly onsite craftworker interviews to ensure that craftworkers feel that they are being paid the appropriate wage rate and fringes for their trade/classification. Michael Baker will conduct follow-up interviews with the same craftworkers to confirm that the wages/fringes being paid are no less than the applicable wage determination.

Section 3 Worker Verification and Reporting – Michael Baker will collect Section 3 Worker and Targeted Workers certifications from the Prime Contractor and applicable subs throughout the construction phase. We will then verify the status of Section 3 certifications, log the verified status, and update the Section 3 hiring log. Michael Baker will use this log as a tool to track the status of each applicable contractor’s performance. Any contractor that may be under-performing their goals will be contacted and provided strategies on how they may increase their numbers.

Status Report – Michael Baker will provide a monthly Compliance Status Report that will outline each contractor’s compliance status with the project. Report will contain detailed description of contractors’ delinquencies, discrepancies (suspected violation), Section 3 performance, clearance of issues, and recommendation for payment withhold for outstanding discrepancy/delinquencies. Payment withhold will be recommended when a contractor fails to respond and submit documents in a timely manner.

Michael Baker will provide reports to the City’s Project Manager and to the Prime Contractor. Michael Baker will follow up with Prime Contractor to discuss remedy of labor compliance issues and coordinate deadline to remedy issues.

Michael Baker will provide final Labor Compliance Report to the City’s Project Manager and to the Prime Contractor to confirm when all contractors have properly closed out their compliance requirements with the project.

Progress Meetings – Michael Baker will participate in progress meetings to provide status report of overall project compliance status and contractor-specific compliance status.

Project Files – All written documentation provided by Michael Baker for the purpose of labor compliance reporting to the City will be concise and organized in a manner that will be easily understood. All files related to the assigned project will be organized and ready to submit at the request from the City. For each contractor, labor compliance files for will generally be organized as follows:

1. First-Time One-Time Documents
 - Federal and State Compliance Forms
 - Certificate of Authorization and Understanding (authorized signer of payrolls and compliance documents)
 - DAS 140 and 142 (for each trade that will be utilized for the project) with proof of transmittal
 - Fringe Benefit Statement
 - Section 3 Commitment and Economic Opportunity Plan

- Per-Construction Outreach Efforts
2. During Construction Documents – weekly, monthly, and (if applicable) quarterly
 - Weekly Certified Payrolls with Statement of Compliance or Statement of Non-Performance with DIR eCPR confirmation
 - Apprenticeship Certificate (for each new apprentice reported on payroll)
 - Authorization for Payroll Deduction (for each new deduction reported on payroll for each craftworker)
 - If any, revised payrolls with proof of restitution payment and written confirmation of receiving restitution signed by affected craftworker
 - If applicable, calculation of back wages, training funds, and/or penalties along with detail report of finding and status
 - Monthly Apprenticeship Training Funds Report with proof of payment
 - Monthly Labor Compliance Reports (sorted in date descending order)
 - Craftworker Interview forms
 - Section 3 Worker and Targeted Certifications
 - During-construction Section 3 Outreach Efforts
 - If applicable, Request for Forfeiture and Penalty Assessment Letter to the Depart of Industrial Relations (DIR)
 3. Close-Out Labor Compliance Documents
 - Final Certified Payroll with Statement of Compliance or Statement of Non-Performance with DIR eCPR confirmation
 - Apprenticeship Declaration (signed by contractor to certify that all apprentice hours reported on payrolls are true and conformed to the apprenticeship regulations)
 - Final Labor Compliance Certificate (signed by the contractor to certify that all compliance documents and payrolls submitted to the City are true and correct)
 - Section 3 Outreach Efforts Report
 - Section 3 Compliance Report

Deliverables: Labor Compliance and Section 3 files of each contractor — originals with wet signature and in electronic format available by email and/or uploaded onto USB flash drive, as-needed compliance reports, contractor files, Craftworker Interview forms, Labor Compliance Status Reports, and if any Request for Forfeiture and Penalty Assessment Letter to the DIR

Post-Construction Services

Once the construction has been completed, Michael Baker will work with contractors to properly close out their labor compliance requirements for the project. If any issues arise during the time of compliance close-out, Michael Baker will notify the City Project Manager and the Prime Contractor. Michael Baker will work with contractors to remedy

issues and assist contractors to submit their final compliance documents in a timely manner.

Once the labor compliance files are complete, Michael Baker will submit a request form for file review and schedule the meeting. At the file review meeting, Michael Baker will present the labor compliance files and walk the auditor through the entire project files and answer any questions. If the auditor requests any additional documentation, Michael Baker will gather the information and submit it to the auditor for final file review approval. Once final approval is received, Michael Baker will deliver the entire labor compliance files to the City by City's desired method of delivery.

In adhering to this management approach, Michael Baker will provide labor compliance and Section 3 monitoring in a manner that minimizes the demands placed on the City staff.

Deliverables: Final Labor Compliance Status Report, finalized Section 3 Compliance report, responses to additional requests made by any auditor, and complete project compliance files.

Task 5. Training Services

If requested by the City, Michael Baker will develop and conduct training sessions for contractors and/or City staff. Training may cover online certified payroll systems for contractors to utilize on project, and the how-to's of Labor Compliance and Section 3 documents and submittal process. Michael Baker will develop and provide training materials for attendees to utilize at training session(s). Additional funding may be requested for the preparation and facilitation of training sessions.

Update City Policies and Procedures

Specific to the needs of the City of Garden Grove, we are prepared to prepare guidelines for the timely and proper administration and monitoring of the City's Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), and HOME Investment Partnerships Program (HOME) programs from HUD. However, we will remain flexible to work on any other assignments as assigned by senior management.

Techniques

In the case of Garden Grove, the general scope of work associated with the preparation of Standard Operating Procedures will provide the City with a set of policies and procedures to properly implement and administer the City's CDBG, HOME and ESG in full compliance with HUD regulations. MBI will provide the City with completely new and

updated policies and procedures for the effective and efficient administration of HUD grants.

IDIS and HEROS Technical Support

Michael Baker staff is well versed in IDIS. We are proposing to assist in the completion of all work in IDIS including setup of projects and activities, preparing vouchers for drawdowns, inputting accomplishment data, receipting program income, uploading annual reports, and completing the quarterly cash on hand report. Our staff has great technical knowledge with IDIS and have successfully submitted plans and the required reporting indications to be in compliance with HUD regulations.

Michael Baker Staff has experience in providing long term monitoring compliance. We monitored and reported on many developments that used both state and federal subsidies to assist with the development of the project. Usually, these subsidies come with long term monitoring compliance restrictions for affordability and compliance with the Development Agreement. We are very familiar with state and federal reporting requirements and ensure all timeframes are met. We are prepared to work with the Finance Department to complete monthly reconciliation of CDBG accounts and create vouchers/drawdowns. We have worked with the staffs of numerous cities to maintain all financial records as defined by CDBG program guidelines.

Michael Baker Staff is also experienced with HEROS - HUD Environmental Review Online System. Our staff has used the system in developing, documenting, and managing environmental reviews. We cover all levels of environmental reviews for both Part 50 and Part 58 projects for completing HUD environmental reviews.

References

City of Norwalk

John P. Ramirez, Director of Community Development

JRamirez@norwalkca.gov

(562) 929-5745

City of Monterey

Grant Leonard, Housing Office

leonard@monterey.org

(831) 646-5614

City of Redondo Beach

Cameron Harding, Community Services Director

Cameron.Harding@redondo.org

(310) 318-0631

City of Dublin

Kristie Wheeler, Assistant Community Development Director

kristie.wheeler@dublin.ca.gov

(925) 833-6610

City of Grass Valley

Tom Last, Community Development Director

toml@cityofgrassvalley.com

(530) 274-4711

City of Laguna Woods

Chris Macon, City Manager

cmacon@cityoflagunawoods.org

(949) 639-0500

County of San Bernardino

Cynthia Perez, Economic & Community Development Technician

cynthia.perez@cdh.sbcounty.gov

(909) 387-4326

Team Resumes

Below are the resumes of the qualified staff members at Michael Baker Long Beach office that will be part of this project.

Professional Affiliations

- National Association of Housing and Redevelopment Officials
- Innovative Commerce Serving Communities

Training/Seminars

- IDIS Reporting
- Basically CDBG
- Building HOME Partnership Training
- HOME ARP
- CARES Act

Team Member since 2014

Damien Delany **Project Manager**

Mr. Delany has 30 years of experience in the planning field. He has worked for a nonprofit housing corporation and major private residential and commercial developers and as a planning and community development consultant to numerous Southern California cities. He has served as project manager for many community development projects in Southern California. Mr. Delany has coordinated the work of technical staff and subconsultants and administered Community Development Block Grant (CDBG), Home Investment Partnerships (HOME), Affordable Housing Programs, Economic Development Programs, CARES Act programs, and other state/federal grant-funded projects and programs.

Education

- Masters Certificate in Applied Project Management, Villanova University, Villanova, PA
- Regional Development and Urban Planning, University of Arizona, Tucson, AZ

Project Experience

- **City of Norwalk.** Responsible for administering the City's CDBG and HOME programs with funding received from US Department of Housing and Urban Development (HUD) such as the First Time Home Buyer program, Residential Rehabilitation Program, update of Policies and Procedures and general grants administration. Mr. Delany is responsible for the creation, administration, and implementation of the City of Norwalk's Economic Recovery Stimulus Program and COVID-19 Rental Assistance Program funded through the CARES Act. He is currently preparing the Administrative Plan for the management of HOME-ARP programs.
- **City of Monterey.** Responsible for the City's grant administration of CDBG programs, implementation of programs funded through the CARES Act, development of the Affordable Housing program, and the audit of the loan portfolio.
- **City of Redondo Beach.** Responsible for administering the City's annual CDBG grant received from US Department of Housing and Urban Development (HUD), performing labor standards compliance, monitoring subrecipients and managing CDBG-funded mobility access and home repair grant programs.
- **City of Union City.** Responsible for the administration and implementation of the



City's CDBG programs, CARES Act programs, grant administration, and labor compliance monitoring. Mr. Delany also oversees the Below Market Rate (BMR) home ownership program.

- **City of South San Francisco.** Responsible for the administration and implementation of the City's CDBG programs including grant assistance and overseeing the City's Below Market Rate (BMR) home ownership program.
- **City of Lomita.** Responsible for overseeing the management of the Lomita Manor Senior Housing Project, a conventional public housing project, and compliance with all related HUD reporting requirements, including Davis Bacon guidelines.

Certifications

American Institute of Certified Planners

Team Member since 2006

Derek D. Wong, AICP**Department Manager - Public Finance**

Mr. Wong has 25 years of experience in project management and consulting specializing in fiscal and economic analysis, and infrastructure financing of public facilities. He has managed complex engagements that require the identification and analysis of revenues and costs for local and regional projects and programs, including for the transportation and development communities. He has developed various revenue strategies and funding mechanisms that involve consensus building with local community stakeholders and governing boards to bridge funding shortfalls in operations and with capital facilities. Mr. Wong's work focuses on project management, transportation/transit funding, infrastructure financing, fiscal and economic analysis, and user and impact fees.

Education

- M.B.A., Economics/Business, California State Polytechnic University, San Luis Obispo
- B.S., Environmental Analysis and Planning, University of California, Davis

Project Experience

- **Community Development Block Grant – CARES Act Loan Program Underwriting.** Cities of Norwalk and Union City, CA. Finance Manager. Responsible for managing loan underwriting services on behalf of the cities for locally administered Community Development Block Grant – CARES Act (CDBG-CV) funding to assist small businesses in financial distress from the coronavirus pandemic. Assisted with development of program guidelines including funding eligibility factors consistent with Federal Department of Housing and Urban Development criteria. Recommend fund awards and assist City with generating loan agreements that provide business financial assistance.
- **Development Impact Fee Studies, City of Redding, CA, Project Manager.** Coordinated the work of staff and consultants to update the City's impact fee program including water and wastewater facilities, traffic, and parks. Developed cost estimates for future facility needs in response to projected growth. Michael Baker reevaluated the fee benefit areas in light of revised growth forecasts and needs.
- **Fiscal Analysis Template Update. City of Stockton, CA, Project Manager.** Managed the update of the City's fiscal analysis and public facilities plan template. The template provides guidance and fiscal assumptions for preparation of required fiscal documents for new development projects including residential communities. Communicated with city finance and community development staff in updating key budgetary parameters and public services standards consistent with the new general plan.
- **Peer Review of Fiscal Impact Analyses. Riverside County and San Benito County, CA. Project Manager.** As extension of agency staff, managed detailed peer reviews of fiscal impact analyses submitted by private developers for large



housing and commercial development projects. The reviews included testing revenue and cost assumptions against other pertinent local and regional data sources, verifying land values and employment figures, and suggesting areas and methods for improvement. The reviews also identified potential fiscal impacts not included in the analysis

- **Market Study for Community Development Block Grant – Economic Development Program, City of Chowchilla, CA. Project Manager.** Managed a market study to assist the City with applying for State Department of Housing and Community Development funding to assist businesses with economic growth and expansion. Findings were made regarding the probable amount of loans that could be supported by the City economic development loan program.

Professional Affiliations

- California Association of Code Enforcement Officers (CACEO)

Training/Seminars

- Fair Housing Equal Opportunity Certification by California HCD
- Certification in Income Determination by the California HCD
- Advanced Certification from CACEO

Team Member since 2016

Shannon Andrews

Housing & Grants Specialist

Ms. Andrews serves as a Housing & Grants Specialist in support of Michael Baker International's housing and community development assignments throughout the State of California. She also has extensive working knowledge of the affordable housing, housing rehabilitation, first-time homebuyer, and economic development processes. Ms. Andrews has considerable experience in securing and subsequently administering grants for Michael Baker clients. Her experience also includes grant writing and grant administration for over \$10-million dollars in state and federal grants.

Relevant Experience

- **City of Beverly Hills.** Contract Staff overseeing the applicant qualifications for the City's Below-Market Rate Program for the Garden House project.
- **City of Chowchilla.** Project Manager for grant writing and administration of an economic development small business grant program.
- **City of Dublin.** Contract staff overseeing the annual monitoring for the City's Below-Market Rate Program for 11 rental properties.
- **City of Grass Valley.** Project Manager overseeing the securing and administration of a first-time homebuyer program and both CDBG and HOME monitoring.
- **City of Laguna Woods.** Contract staff overseeing the annual monitoring for the City's San Sebastian Affordable Housing property for 15 rental properties.
- **Monterey County.** Project Manager overseeing the applicant qualifications of the East Garrison Affordable Housing Program.
- **City of Norco.** Project Manager for the administration of a housing trust/bond-funded housing rehabilitation program.
- **City of South San Francisco.** Contract staff overseeing the applicant qualifications for the City's Below-Market Rate Program for both buyers and renters.
- **City of Union City.** Contract staff overseeing the applicant qualifications for the City's Below-Market Rate Program for buyers.

Professional Affiliations

- Association of Environmental Professionals

Team Member since 2018

Brent Schleck**Senior Environmental Planner**

Mr. Schleck has eight years of experience assisting in and managing the preparation of environmental documentation in accordance with the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA).

Specifically, Mr. Schleck manages preparation of categorical exclusions and environmental assessments for U.S. Department of Housing and Urban Development-funded projects, such as affordable housing construction, housing rehabilitation programs, recreational facility renovations, and infrastructure improvement projects funded through Community Development Block Grant (CDBG), Home Investment Partnerships (HOME), and CARES Act Programs. Additionally, Mr. Schleck assists in and manages preparation of Initial Study / Mitigated Negative Declarations for residential, industrial, institutional, and commercial projects throughout California.

Education

- Master of Urban Planning (Environmental Planning), University of Michigan, Ann Arbor, MI
- B.S., Biology (Ecology and Environmental Biology), Purdue University, West Lafayette, IN.

Project Experience

- **City of South San Francisco.** Prepared environmental documentation and Environmental Review Records pursuant to 24 CFR Part 58 for HUD-funded minor home repair, infrastructure improvement, and public facilities improvement programs.
- **Sacramento Housing and Redevelopment Authority. Villa Jardin and Coral Gables Project.** Mr. Schleck managed the preparation of an Environmental Assessment pursuant to 24 CFR Part 58 and CEQA Class 32 Infill Development exemption for the renovation of the Villa Jardin Apartment complex and the construction of the Coral Gables apartment complex in Sacramento, CA. This project included construction of a shared playground and community center on a vacant lot that experienced impacts from nearby groundwater contamination.
- **City of Pasadena: Salvation Army Hope Center Project.** Mr. Schleck managed the preparation of an Environmental Assessment pursuant to 24 CFR Part 58 and a CEQA affordable housing statutory exemption for the demolition of existing office building and construction of a four story, mixed-use structure containing supportive services, as well as 65 units of permanent supportive housing for homeless veterans.

Team Member since 2021

Maria A. Gallegos
Guidelines Associate and File Review Assistant

Ms. Gallegos has 20 years of housing and project management experience. Her projects with Michael Baker span housing and community development, and public outreach. Her key strength is the ability demonstrate knowledge of CDBG, HOME ESG and understanding of any other Federal, State, or local programs applicable to Housing and Economic Development and research, collect and analyze information related to grant funded programs and present to staff and various audiences. Ms. Gallegos is fluent in Spanish, excellent oral and written interpreting and translating skills.

Education

BA, Mass Communications, California State University San Bernardino

Project Experience

- **City of San Bernardino.** Multiple projects, including, but not limited to oversight and implementation of the Five-Year Consolidated Plan and Annual Action Plan. Coordinated with non-profit organizations and City departments to facilitate ESG, ESG-CV1 and CV2 and CDBG, CDBG-CV1 and CV3 projects and programs. Monitored the City's federal grant programs and projects including CDBG, HOME, ESG and financial tools including the IDIS system. Prepared and presented staff reports to all relevant committee and city council.
- **County of San Bernardino.** Administration of the County's ESG program with responsibilities to include determining project eligibility, program monitoring to ensure compliance with all federal and state requirements. Conducted affordable housing inspections for health and safety and any building and safety code violations. Coordinated and implemented of annual funding to social services including coordination with outside agencies to prepare a NOFA on an annual basis for social service funding, prepare files and contracts for social service providers, process all sub-recipient invoices, monitor all sub-recipients as necessary for compliance issues.
- **City of La Habra.** Administered and implemented the City's CDBG and HOME programs, processed applications for residential rehabilitation loans and grants, conducted screening interviews with loan and grant applicants to determine eligibility for residential rehabilitation programs. Managed and completed all CDBG funded projects including the preparation of required environmental review documents, construction bid packages, requests for proposals, and monitoring reports. Monitored labor standard compliance to ensure compliance with Federal and State requirements including Davis-Bacon Wage requirements, State Prevailing Wage and Section 3, and compliance with Lead Based Paint requirements. Prepared drawdown requests to HUD for reimbursement of expended funds on a quarterly basis through the maintenance of the Integrated Disbursement and Information System (IDIS) records including preparation of requested reports. Prepared and presented staff reports to all relevant committee and city council.



- **County of Riverside.** Processed applications for residential rehabilitation loans and grants, conducted screening interviews with loan and grant applicants to determine eligibility for residential rehabilitation programs. Conducted on-site visits to ensure program operators' contract and regulation compliance for the County's CDBG program. Updated the cities demographic profiles and maps using U.S. census data and GIS software.

Professional Affiliations

- American Planning Association (2017-present)
- National Association of Housing and Redevelopment Officials (2019-present)

Certifications/Awards

- XXXXXX

Team Member since 2017

Sandra Lee**Labor Compliance Officer**

Ms. Lee will serve as the Labor Compliance Officer for the Project. She will provide daily monitoring of each contractor's compliance requirements with the project. She has successfully enforced Labor Compliance requirements for various Public Works Projects throughout Southern California, monitored Local Jobs Programs for City of Los Angeles projects and Local and Targeted Worker Hiring Programs for County of Los Angeles projects. She has assisted contractors to meet their Section 3 contractual goals with federally funded Public Works Projects. Ms. Lee has achieved timely compliance close-outs for all the projects that she monitored.

Education

B.S., 2015, Business Administration, Contract Compliance, Morgan State University, Baltimore, MD

Relevant Experience

- **Berths 167-169 Oil Terminal , Port of Los Angeles.** Jobs Coordinator – Enforce and monitoring of the Port of Los Angeles Project Labor Agreement. Develop and provide effective Local and Targeted Worker hiring strategies to contractors so that they may meet/exceed their contractual goals. Responsible of monthly and project-end reporting of contractor-specific and project-wide PLA requirements and goals.
- **City of Culver City.** Served as the Labor Compliance Officer for the State-funded Realignment of Streets and Stormwater Treatment Pipes Project. Monitored compliance requirements of a total of 28 contractors.
- **City of El Monte.** Serving as the Labor Compliance Officer for the State-funded Water Main Replacement Project. Monitoring labor standards and Continuity Workforce Agreement requirements of contractors.
- **City of Lawndale.** Serving as the Labor Compliance Officer for the CDBG -funded projects. Monitoring Labor Compliance and Section 3 requirements of all contractors. Update and submit semi-annual and annual New Hire reporting to HUD on behalf of City. Respresenting the City at Los Angeles Community Development Authority file review.
- **City of Torrance.** Serving as the Labor Compliance Officer for the CDBG- funded projects. Monitoring labor compliance and Section 3 requirements of all contractors. Reporting to the County of Los Angeles County Development Authority on behalf of the City.



- **City of Union City.** Serving as the Labor Compliance Officer for the CDBG -funded Contempo Park Improvements Project. Monitoring Section 3 requirements for all contractors. Update and submit semi-annual and annual New Hire reporting to HUD on behalf of City.
- **Housing Authority of City of Benicia.** Served as the Labor Compliance Officer for the CDBG -funded Casa de la Vilarrasa I & II Reroofing Project. Monitored Labor Compliance and Section 3 requirements of all contractors. Represented the Housing Authority at HUD Audit.
- **City of Redondo Beach.** Serving as the Labor Compliance Officer for the CDBG-funded project. Responsibilities in conducting employee interviews, reviewing certified payroll reports, and monitoring Section 3 and apprentice requirements. To represent the City at HUD Audit.
- **City of Rosemead.** Served as the Labor Compliance Officer for the CDBG- funded Garvey Park Restroom Renovation Project. Monitoring Section 3 requirements for all contractors. Completed HUD Audit on behalf of the City.
- **City of Norwalk.** Served as the Labor Compliance Officer for the CDBG Local Streets Rehabilitation Project. Monitored Section 3 requirements of applicable contractors.
- **City of Fresno.** Served as the Labor Compliance Officer for the CDBG-funded WestCare MLK Fire Alarm Systems Replacement Project. Provided Labor Compliance training to the City of Fresno Housing and Community Development Division.
- **Mount McDill Communications Center Replacement Project, County of Los Angeles.** As Labor Compliance Officer, monitored and enforced Local and Targeted Worker Hiring Program (LTWHP) for the project. Facilitated Pre-Construction meetings with prime and subcontractors of all tiers. Responsible for all LTWHP monthly and project-end reporting, craftworker interviews, apprentice hiring process and ratio, and prevailing wages.
- **SSRP H31 Hollywood Hills Beachwood Drive & Scenic Avenue Project, City of Los Angeles.** Jobs Coordinator – Enforced City of Los Angeles’ Project Labor Agreement (PLA) requirements and monitoring of contractors’ PLA requirements and status of mandatory goals. Developed and provided contractors effective hiring strategies to meet/exceed project goals. Responsible of monthly and project-end reporting of contractor-specific and project-wide PLA requirements and goals.

Work Plan

This section will provide information on how the staff of Michael Baker plans to accomplish the tasks presented in the City's Scope of Work within the year timeframe. Our staff is prepared to work at the City of Garden Grove but are also well-equipped to work remotely given any potential COVID-19 restrictions or concerns.

Michael Baker designs all project tasks and deliverables in partnership with our clients. We believe that the final product should be in keeping with the objectives and priorities of our clients. We establish clear milestones and deliverables and provide a single point of contact to ensure consistent and clear communication between Michael Baker and our clients. Having a clear understanding of timeline and deliverables also allows us to identify opportunities to streamline similar or intersecting objectives.

Example 1-year Administration Calendar	
Month	Activity
July 2022	Staff assistance with HUD/HCD Program compliance Monitoring as requested Sub-recipient management Review/assist with other HUD-Funded programs as needed
August	Staff assistance with HUD Program compliance Monitoring report complete and uploaded to IDIS Sub-recipient management Draft CAPER Review/assist with other HUD/HCD Funded programs as needed
September	Staff assistance with HUD/HCD Program compliance Sub-recipient management Final CAPER Review/assist with other HUD/HCD Funded programs as needed
October	Staff assistance with HUD/HCD Program compliance HUD program guidelines - review Review/assist with other HUD/HCD Funded programs as needed
November	Staff assistance with HUD/HCD Program compliance HUD program guidelines - review Review/assist with other HUD/HCD Funded programs as needed
December	Staff assistance with HUD/HCD Program compliance HUD program guidelines - review Review of construction projects for HUD compliance Review/assist with other HUD/HCD Funded programs as needed
January 2023	Staff assistance with HUD/HCD Program compliance HUD program guidelines - review Review of construction projects for HUD compliance Review/assist with other HUD/HCD Funded programs as needed

February	Staff assistance with HUD/HCD Program compliance Review of construction projects for HUD compliance Review/assist with other HUD/HCD Funded programs as needed
March	Staff assistance with HUD/HCD Program compliance Review/assist with other HUD/HCD Funded programs as needed
April	Draft Annual Action Plan (AAP) Staff assistance with HUD/HCD Program compliance Review/assist with other HUD/HCD Funded programs as needed
May	Final AAP Staff assistance with HUD/HCD Program compliance Review/assist with other HUD/HCD Funded programs as needed
June	Staff assistance with HUD/HCD Program compliance Review/assist with other HUD/HCD Funded programs as needed

MBI's Project Manager will ultimately be responsible for the consistency and quality of work generated by our project team. Reports or other documents may be forwarded to other Michael Baker senior staff members for comment or review. Our staff will coordinate with City staff to have all documents reviewed and approved.

Standard procedure for the City's project will include (but may not be limited to):

1. Monthly meetings with the City to review project status to address any issues that may arise and to advise the City of the progress of associated programs.
2. At least 2 drafts of any documentation for City review and feedback (as needed) prior to completion.
3. Conduct all monitoring and compliance of the City's CDBG programs and completion of all necessary paperwork/composition of files as noted in the Scope of Work section.

Proposal Costs

Task	Estimated Cost
Affordable Housing Monitoring	\$13,800
Emergency Solutions Grant Subrecipient Monitoring	\$5,000
Monthly and Quarterly Subrecipient Reports	\$2,010
HOME-ARP Funding	\$27,300
Updating City Policies and Procedures	\$11,550
State and Federal Grant Administration	\$32,440
IDIS and HEROS Technical Support	\$5,300
Total	\$97,400

NOTE: Costs for all other services will be provided on an as needed basis.

Please see on the next page the current rate sheet for Michael Baker International.

**Comprehensive Planning Services**

Project Director/Advisor	\$185 - \$250
Principal Planner	\$155 - \$205
Project Manager	\$135 - \$180
Assistant Project Manager	\$125 - \$155
Senior Planner	\$120 - \$150
Land Use Planner	\$120 - \$130
Associate Planner	\$95 - \$120
Assistant Planner	\$85 - \$95
Planning Technician	\$65 - \$75

Environmental Services

Project Director/Advisor	\$180 - \$225
CEQA Project Manager	\$125 - \$175
Senior Environmental Planner	\$120 - \$150
Associate Environmental Planner	\$95 - \$120

Urban Design & Revitalization

Project Director/Advisor	\$180 - \$225
Senior Urban Designer	\$165 - \$180
Urban Designer	\$105 - \$130

Transportation Services

Project Director/Advisor	\$180 - \$225
Transportation Planner	\$150 - \$180

Public Outreach

Project Director/Advisor	\$180 - \$225
Senior Public Information Officer	\$120 - \$150
Public Information Officer	\$90 - \$120
Public Engagement Coordinator	\$90 - \$120

Creative Services

Graphics Production Manager	\$125 - \$145
Graphic/Web Designer	\$80 - \$115

Grant Writing

Principal Grant Writer	\$80 - \$125
Assistant Grant Specialist	\$70 - \$90

SMARA Services

Geologist	\$150 - \$185
Senior Inspector	\$120 - \$150
Associate Inspector	\$100 - \$120

Sustainability

Project Director/Advisor	\$180 - \$225
Principal Climate Change Analyst	\$145 - \$165
Program Manager	\$130 - \$160

Conservation & Resource Planning

Project Director/Advisor	\$180 - \$225
Senior Conservation Planner	\$110 - \$125
Conservation Planner	\$95 - \$120

Biology

Project Director/Advisor	\$180 - \$225
Senior Biologist	\$120 - \$150
Associate Biologist	\$90 - \$120

GIS

GIS Manager	\$125 - \$145
GIS Analyst	\$95 - \$115

Housing & Community Development

Project Manager	\$125 - \$170
Senior Planner	\$115 - \$145
Community Development Specialist	\$95 - \$110
Community Development Technician	\$75 - \$90

Management Services

Principal	\$225 - \$275
Associate Principal	\$195 - \$225
Senior Associate	\$180 - \$225

Municipal Finance

Project Director/Advisor	\$180 - \$225
Municipal Finance Manager	\$145 - \$165
Municipal Finance Coordinator	\$125 - \$145
Municipal Finance Analyst	\$85 - \$125

Meeting Facilitation

Facilitation Services	\$115 - \$175
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Administrative Services

Technical Editor	\$85 - \$125
Administrative Support	\$65 - \$95

Reimbursable expenses and subconsultants are billed at cost plus 10% administrative mark-up.

Rates are subject to a 3% increase each year.

May not include all staff titles.

Compliance and Potential Conflicts

Audit or investigation. Has your firm been audited or investigated by any regulatory agency within the past five (5) years? If yes, discuss the outcome of the audit or investigation and any changes that were made as a result. Michael Baker International, Inc. was subject to a notice of violation in the fall of 2019 which addressed certain lapses regarding physical inventories on portable gauging devices, the maintenance of certain sealed source leak tests, failure to maintain certain paperwork at a temporary job site in Pennsylvania regarding the portable gauging devices, having certain leak test results when transporting the portable gauging devices to the job site in Pennsylvania, and certain issues regarding the implementation of the firm's radiation protection program. None of these violations addressed public safety or the release of radioactive byproduct materials, and instead largely addressed the firm's recordkeeping regarding the use and maintenance of the portable gauging devices. Given the voluntary sale of the portable gauging devices in accordance with the requirements of the Pennsylvania Department of Environmental Protection, a Consent Assessment of Civil Penalty (CACP) was entered into with the Pennsylvania Department of Environmental Protection in May 2020, which imposed a civil penalty, which has been paid in full.

Litigation or proceedings. Please list all lawsuits or litigation and the result of that action resulting from (a) any public project undertaken by the Proposer or by its subcontractors where litigation is still pending or has occurred within the last five (5) years or (b) any type of project where claims or settlements were paid by the Contractor or its insurers within the past five (5) years. Michael Baker is a large firm working on a variety of complex projects at any given point in time. Through the normal course of business, we can become involved in litigation or claims, not untypical for the work we perform. It is not anticipated that any such litigation would have an effect on the firm's ability to perform the services contemplated under this proposal. The firm's legal department may make certain non-confidential information regarding litigation or claims (if any) available upon specific written request.

Conflict of Interest. Describe in detail any potential conflicts of interest your firm may have in regard to this engagement. There are no conflict of interests between Michael Baker international in regard to this engagement.

Exceptions. The Proposer is expected to agree with the form of the contract and its terms and conditions (Attachment 1). However, if the Proposer has any specific exceptions, such exceptions should be set forth in a separate document included with its response to this RFP. The City is under no obligation to entertain or accept any such specific exceptions. Failure to raise issues at the time of Proposal submission shall preclude the raising of such issues at a later time. Michael Baker has reviewed the Agreement and would anticipate being able to execute if awarded this assignment.



City of Garden Grove Compliance Summary Report

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage
49585	MICHAEL BAKER INTERNATIONAL	Compliant					
		A+g , XV	Zurich American Insurance Company	bap419728400	8/30/2021	8/30/2022	Auto Liability
		A+g , XV	American Guarantee and Liability Insurance Company	auc053258203	8/30/2021	8/30/2022	Excess Liability
		A+g , XV	Zurich American Insurance Company	glo419728100	8/30/2021	8/30/2022	General Liability
		Ag , XV	Allied World Surplus Lines Insurance Company	03124806	8/30/2021	8/30/2022	Professional Liability
		A+g , XV	Zurich American Insurance Company	wc419728200	8/30/2021	8/30/2022	Workers Comp

Risk Profile : Professional Services/Consulting

Required Additional Insured : City of Garden Grove, its officers, officials, agents, employees and volunteers