

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of professional planning consulting services to prepare the 6th Cycle Housing Element Update ("Agreement") is made and entered in this 21st day of July, 2020 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Michael Baker International, Inc. ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

- 1.1 City hereby engages Consultant to provide professional planning consulting services to prepare the 6th Cycle Housing Element Update for City (the "Services").
- 1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of Services under similar circumstances.

ARTICLE 2 – SERVICES OF CONSULTANT

- 2.1 The Services that Consultant shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by reference.
- 2.2 Consultant shall comply with applicable federal, state and local laws and regulations in the performance of this Agreement including, but not limited to, State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

- 3.1 City shall make available to Consultant information in its possession that may assist Consultant in performing the Services.
- 3.2 City designates Brian Desatnik, City's Development Services Department Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

- 4.1 Consultant shall perform and complete the Services in a prompt and diligent manner in accordance with the mutually approved schedule set forth in Exhibit "B," titled "Project Schedule," which is attached hereto and incorporated herein by reference.

- 4.2 Consultant shall complete the Services by December 31, 2021, unless the Services are terminated earlier as provided for herein.
- 4.3 If Consultant's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to the City, consistent with City Council adopted policy for the same. It shall be the obligation of Consultant to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONSULTANT

- 5.1 Total compensation for Consultant's performance of the Services shall not exceed the amount of Two Hundred Forty-One Thousand Forty-Five dollars (\$241,045). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "C," titled "Compensation," which is attached hereto and incorporated herein by reference.
- 5.2 Consultant shall submit monthly invoices to City describing the Services performed during the preceding month. Consultant's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses related to the Services. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice.
- 5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile, if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

City
 Brian Desatnik
 Development Services Director
 City of Redlands
 35 Cajon Street
 P.O. Box 3005 (mailing)
 Redlands, CA 92373
 bdesatnik@cityofredlands.org
 (909) 798-7555 Option 2

Consultant
 Tanya Bilezikjian
 Vice President
 Michael Baker International, Inc.
 3536 Concourse, Suite 100
 Ontario, CA 91764
 tbilezikjian@mbakerintl.com
 (714) 321-3006

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

- 6.1 The following insurance coverage required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not

perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or of the policy except upon thirty (30) days prior written notice to City.

- A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier reasonably acceptable to City, or certification to City that Consultant is self-insured or exempt from the workers' compensation laws of the State of California. Consultant shall execute and provide City with Exhibit "D," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.
 - B. Comprehensive General Liability insurance with carriers reasonably acceptable to City in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
 - C. Business Auto Liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
 - D. Consultant is expressly prohibited from assigning or subcontracting any of the Services without the prior written consent of City. In the event of mutual agreement by the Parties to assign or subcontract a portion of the Services, Consultant shall require any sub-consultant hired to comply with the City's insurance requirements to the same extent as Consultant prior to any Services being performed by the assignee or subcontractor.
- 6.2 Consultant shall, indemnify and hold harmless City and its elected officials, employees and agents from and against any and all claims, losses or liability, including reasonable attorneys' fees, arising from injury or death to persons or damage to property to the extent caused by any negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

- 7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of

income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:

A. Does not make a governmental decision whether to:

- (i) approve a rate, rule or regulation, or adopt or enforce a City law;
- (ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
- (iii) authorize City to enter into, modify or renew a contract;
- (iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
- (v) grant City approval to a plan, design, report, study or similar item;
- (vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Consultant must disclose its financial interests, Consultant shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement. City shall not assign this Agreement, except with the prior written approval of Consultant. Neither party shall unreasonably withhold, delay or condition such approval.

- 8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.
- 8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Consultant of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to and including the date of termination.
- 8.5 Consultant shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available upon reasonable advance notice and at reasonable times for examination by City at the office of Consultant.
- 8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.
- 8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or

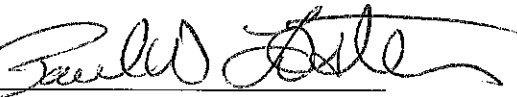
sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

- 8.9 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.
- 8.10 Neither Party shall have any claim or right against the other for any failure of performance where such failure of performance is caused by or is the result of causes beyond the reasonable control of the other Party due to any occurrence commonly known as a "force majeure," including, but not limited to: acts of God; fire, flood, or other natural catastrophe; acts of any governmental body; labor dispute or shortage; national emergency; insurrection; riot; or war.

IN WITNESS WHEREOF, duly authorized representatives of City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS

MICHAEL BAKER INTERNATIONAL, INC.

By: 
Paul W. Foster, Mayor

By: 
Tanya Bilezikjian, Vice President

ATTEST:

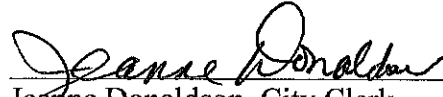

Jeanne Donaldson, City Clerk

EXHIBIT "A"
SCOPE OF SERVICES

(Attached)

Scope of Services

Task 1 – Project Kickoff and Project Administration

Task 1.1 – Project Kickoff Meeting

The Project Team will hold a teleconference with City staff to review the scope of work, collect information sources, and finalize the project schedule and work plan. We will also take this opportunity to discuss the best methods for ensuring regular communication with the Project Team, which may include face-to-face meetings, conference calls, progress reports, or other communication methods.

Task Deliverables:

- Attendance during an internal kickoff meeting with City staff, either in person or via webconference
- Meeting attendance sheet
- Meeting notes
- Preliminary project schedule

Task 1.2 – Housing Element Preparation Training

Within a week of the kickoff meeting, the Project Team will provide a two-hour online 6th Cycle Housing Element training workshop for City staff, including Q&A to discuss the City's unique circumstances. This training will jump-start the project with a solid common understanding, create greater efficiencies for staff and consultant alike throughout the project, and contribute to lasting institutional knowledge for the City.

Task Deliverables:

- Two-hour training workshop with Q&A session using web conferencing

Task 1.3 – Project Schedule

The Project Team will review the existing City General Plan Housing Element to understand the key tasks required in order to meet state and county schedule requirements. The Project Team will work with the City to refine the draft project schedule with a list of critical path tasks required to ensure adoption before the October 15, 2021, state Housing Element deadline. We will work with the City to integrate tasks to occur concurrently to the degree feasible in order to reduce the overall project timeline.

Task Deliverables:

- Finalized detailed baseline project schedule

Task 1.4 – Project Management, Coordination, and Quality Control

Project management includes regular communication between the Project Manager and the City. The Project Manager, in conjunction with the task leads and VTA, will coordinate the overall project schedule. The Project Manager will implement Michael Baker's Quality Assurance/Quality Control program and provide monthly written status memos. This task includes the review of deliverables and coordination of strategy with VTA.

Task Deliverables:

- Meeting notes via email
- Twice per month coordination call meetings with City staff (10)
- Monthly written progress reports with invoices
- Internet-based folder for all project materials accessible to County staff

Task 2 – Research and Analysis

Task 2.1 – Evaluation of the 2013-2021 Housing Element

This evaluation will be submitted as a written outline with recommended changes (including relevant justification) and areas for improvement, programs that should be considered, and any other relevant housing issues that might be included in this update. Obsolete sections shall be identified for removal. We will also provide a list other General Plan elements and appendices that will require updates for internal consistency.

This task will include review of documents relevant to the Housing Element update:

- 2013–2021 Housing Element
- All past communication with HCD, including any findings letters
- Land Use Element²
- 2035 General Plan
- Housing Element Annual Progress Reports
- Adopted and draft specific plans and community plans (draft TVSP, Downtown Specific Plan, East Valley Corridor Specific Plan, etc.)
- Municipal code/zoning code
- Ballot measures such as Measures N, R, and U and accompanying resolutions of interpretation
- Any other applicable programs and ordinances identified during project kickoff

Task Deliverables:

- Evaluation of the existing Housing Element, General Plan, Zoning Ordinance, and other supporting materials in comparison to current state housing law
- Evaluation of results from previous housing programs and policies implemented, and their effectiveness, including review and evaluation of the City's 2019 Annual Housing Progress Report
- Evaluation of amendments required for the City's "Livable Community" chapter (Land Use Element) to resolve inconsistencies between the 2035 General Plan and/or Municipal Code and the updated Housing Element
- Memorandum summarizing the evaluation findings and recommendations to staff provided in electronic format

Task 2.2 – Needs Assessment

The housing needs assessment will contain the following topics to satisfy Government Code Section 65583(a) requirements:

- Demographics, income, and employment trends
- Household characteristics
- Housing stock characteristics
- At-risk housing analysis; analysis of special housing needs
- Affirmatively furthering fair housing analysis

Task Deliverables:

- Housing needs assessment outline
- Draft housing needs assessment, electronic format
- Final updated housing needs assessment, electronic format
- Final summary of findings from the existing conditions analysis in electronic format; the final deliverable must include a comparison of projected results from the adopted Housing Element to actual accomplishments

² We understand the City has adopted a thematic General Plan that does not refer to the individual sections of the General Plan by the titles established in Government Code. For the purposes of this proposal and for clarity of scope, we will refer to General Plan elements with their traditional codified titles.

Task 2.3 – Housing Resources (Sites Analysis) and Opportunities***Housing Resources and Sites Inventory***

The City's draft RHNA is 3,507 units, an increase compared to the 5th Cycle RHNA. The 5th Cycle Housing Element contains an inventory with capacity for about 3,849 units. The City has indicated some of these sites have already been redeveloped or are inaccessible for other reasons. We will use the current sites inventory as a starting point and work with the City to determine which sites are still viable RHNA sites based on new state law requirements bulleted below.

- Conduct additional analysis for sites smaller than one-half acre or larger than 10 acres
- Conduct additional analysis for underutilized sites
- Identify sites included in the past two housing element cycles that are now required to allow affordable housing by-right
- Identify if sites are publicly owned
- Indicate whether a site has available or planned and accessible infrastructure

We will update the site selection criteria to identify new sites and reevaluate sites identified for the 5th Cycle Housing Element Land Inventory. As part of the site selection process, we will consider the General Plan policies and land use density range, zoning, available infrastructure, and opportunities within approved specific plans. We will formulate General Plan and zoning strategies that will address additional housing unit capacity.

As part of the housing sites analysis, we will complete the following:

- *Document potential sites*

We will prepare an inventory, map, and analysis clearly illustrating the City's capacity to accommodate the 6th Cycle RHNA. In keeping with state law, we will document the realistic development capacity of each site and prepare a map showing all identified sites.

- *Investigate alternative RHNA credits*

This includes analyzing the capacity for alternative RHNA credits for accessory dwelling units, guest quarters, preservation of existing at-risk affordable housing projects, and other similar, nontraditional RHNA credit opportunities.

- *Ensure sites affirmatively further fair housing*

We will work with City staff to determine if the sites identified in the inventory are located throughout the community in a manner that affirmatively furthers fair housing.

- *Underutilized sites analysis*

We will complete an analysis of nonvacant sites to address a portion of the RHNA. As part of this task, we will analyze the realistic development potential within the planning period by considering the extent that a nonvacant site's existing use impedes additional residential development, the jurisdiction's past experience converting existing uses to higher density residential development, market trends and conditions, and regulatory or other incentives or standards that encourage additional housing development on any nonvacant sites.

- *Analyze the feasibility of applicable densities to meet the lower-income RHNA*

Typically, this is done by reviewing similarly situated built projects in the vicinity, calling local developers, and reviewing pro formas/development applications submitted to the City to infer development feasibility.

- *Infrastructure analysis*

With supporting GIS data provided by the City, we will work to determine if parcels included in the inventory have sufficient water, sewer, and dry utilities supply available and accessible to support housing development. We will review existing General Plan programs or other mandatory programs or plans to secure sufficient water, sewer, and dry utilities supply to support housing development on the site.

The analysis will include sufficient detail to determine whether the service levels of water delivery/treatment systems and sewer treatment facilities are adequate and have capacity to accommodate development on all identified sites in order to accommodate the RHNA.

Opportunities and Resources

In addition to the sites inventory, we will identify potential programs and strategies to reduce or remove identified constraints. This task will include all analysis needed to comply with recent updates to state housing law. We will update financial and programmatic resources available for affordable housing programs, including local and state funding programs, as well as private sector resources. We will assess current and potential housing programs to recommend future programs that will support the City's housing objectives. We will also discuss other resources such as partnership opportunities and opportunities for energy conservation.

Task Deliverables:

- Technical report on methodological approach (informed by state requirements)
- Draft summary of findings from the analysis conducted provided in electronic format
- Final summary of findings

Task 2.4 – Housing Constraints

We will identify potential governmental and non-governmental constraints to housing production, including environmental and infrastructural constraints. This analysis must contain a review of factors that may potentially constrain the development, improvement, and preservation of housing in Redlands. Factors to be reviewed include market, governmental, environmental, and infrastructural constraints. New housing element laws require the assessment of non-governmental constraints, including NIMBYism, lending practices, shortage of labor, and other economic factors.

Task Deliverables:

- Memorandum in electronic format summarizing the findings of the housing constraints analysis

Task 2.5 – Housing Goals, Policies, and Quantified Objectives

Based upon the analyses and research conducted in the previous tasks, we will update the Housing Element. For each program included in the Housing Element, we will establish the time frame for implementation, specific objectives, funding sources, and responsible agencies. The programs will satisfy requirements of Government Code Sections 65583(b) and (c).

Task Deliverables:

- Draft matrix of programs recommended for the draft Housing Element identifying time frame, objectives, funding sources, and responsible agencies will be provided to staff in electronic format
- Final matrix of programs in electronic format

Task 3 – Housing Element Preparation**Task 3.1 – Draft Housing Element**

A draft Housing Element and Implementation Plan actions will be prepared in compliance with all applicable state and federal laws, including all tables and maps, and shall include the following:

- Updated housing, population, demographic, and employment data to coincide with SCAG growth projections and 2010 Census.
- Assessment of the housing and market conditions and immediate needs within the City, including special housing needs.
- Identification of actual and potential constraints on the maintenance, improvement, and development of housing for all income levels.

- Analysis of housing opportunities, along with an inventory of suitable sites and the City's capacity to meet regional housing goals.
- A Housing Element (2021-2029) implementation program including quantifiable objectives and programs to address housing needs for all income levels, the elderly, veterans, and populations with disabilities, special needs, or experiencing homelessness. For each program included in the Housing Element, Michael Baker will establish the time frame for implementation, specific objectives, funding sources, and responsible agencies. The programs will satisfy requirements of Government Code Sections 65583(b) and (c).

HCD review of the draft Housing Element is mandatory. The Project Team will prepare a public review draft Housing Element and present it at the Planning Commission/City Council study session prior to submitting the draft Housing Element to HCD for its 60-day compliance review. Michael Baker will act as liaison between HCD and City staff, coordinate conference calls, and address HCD comments on the draft element. The goal is to achieve a Finding of Substantial Compliance for the draft Housing Element before proceeding to adoption.

We will prepare the following drafts: administrative draft for staff review (electronic); public review draft for City Council Review (electronic and up to 10 hard copies); and HCD review draft that addresses public comments. We request that we receive one consolidated set of City comments electronically on the administrative draft.

Task Deliverables:

- Administrative draft Housing Element and Implementation Plan actions in electronic format (Word)
- Public review draft Housing Element and Implementation Plan actions in electronic format (Word and PDF) for distribution by City staff to the City Council, the Planning Commission, and the general public for review and comment
- Final public review draft Housing Element and Implementation Plan actions for HCD review that addresses public comments (Word and PDF, plus 10 bound copies)

Task 3.2 – Public Participation

To facilitate preliminary budgeting for the project, we have outlined a general approach for the Housing Element public outreach process. The budget estimate assumes a combination of web conferencing and online engagement and in-person outreach. This approach will be further refined with City staff. The Project Team will consult with City staff to develop a tailored outreach approach that meets HCD requirements and engages the communities throughout the City. For the Housing Element, we recommend the following potential platforms for outreach, providing flexibility to address the challenges presented by the current COVID-19 situation:

- *Task 3.2.1 Online housing needs survey*
- *Task 3.2.2 Stakeholder interviews (10) or focus groups (2)³*
- *Task 3.2.3 Community workshops⁴ (up to two) (either in person or via teleconferencing)*
- *Task 3.2.4 Joint study sessions with Planning Commission and City Council (up to two, either in person or via teleconferencing)⁵*

Task Deliverables:

- Review and update stakeholder engagement plan with City staff

³ City staff and Michael Baker shall determine whether this subtask shall be hosted in person or through web conferencing and whether stakeholder interviews or focus groups are preferred.

⁴ Community workshops have the potential to be hosted concurrently with community workshops/events associated with the draft Transit Villages Specific Plan to consolidate messaging and limit workshop fatigue.

⁵ We propose one study session during the drafting of the document and one once the administrative draft has been prepared. Two Project Team members will attend these meetings. It is assumed that City staff will coordinate logistics and room reservations for these meetings. These study sessions are an opportunity for educating the Planning Commission regarding changes in state law, the plan, and schedule for the Housing Element update. A critical goal will be to obtain concurrence on the key elements of the draft plan prior to submittal to HCD for its compliance review, as well as including them in reviewing the document prior to HCD submittal. These study sessions can also be used for vetting the potential RHNA sites.

- Conduct outreach meetings with community members and stakeholders
- Prepare presentation and materials that will be used during outreach activities
- Up to four outreach events as described and in the quantities as shown in Tasks 3.2.1 through 3.2.4

Task 3.3 – Housing Element and HCD Review

We will serve as the City's liaison to HCD for the Housing Element review cycles and seek HCD Finding of Substantial Compliance prior to Planning Commission and City Council public hearings.

Task Deliverables:

- Submittal of the draft Housing Element to HCD along with a submittal letter and completed review checklist for the 60-day compliance review
- Conference calls with HCD staff and City staff to answer questions and address any issues

Task 3.4 – State Certification

After adoption, the Housing Element must be submitted to HCD for its final review (90 days). We will follow through with assisting the City in achieving state certification of the Housing Element.

Task Deliverables:

- Submittal of the adopted Housing Element to HCD for final 90-day review and certification; date of adoption will be placed on the cover and throughout the Housing Element document

Task 4 – Adoption/Public Hearing Support⁶

Task 4.1 – Planning Commission Hearing

The Project Team will attend, present, and participate in the Planning Commission hearing.

Task Deliverables:

- Attendance and support at one Planning Commission hearing

Task 4.2 – City Council Hearing

The Project will attend, present, and participate in a City Council hearing.

Task Deliverables:

- Attendance and support at one City Council hearing

Task 5 – California Environmental Quality Act

Task 5.1 – Define CEQA Scope

The Housing Element is considered a "project" under the CEQA Guidelines. As such, the City of Redlands, in its role as lead agency, will need to assess potential environmental impacts that may result from adoption of the Housing Element.

Based on the information included in the Request for Proposals, the Project Team suggests that an Initial Study/(Mitigated) Negative Declaration (IS/MND) may be required under CEQA due to the probability of the TVSP being able to support the vast majority of additional housing units needed. Once refinements to the land inventory have been completed, we will review the extent of the changes, and provide the City with a preliminary determination for the required CEQA documentation and technical studies. As a part of this process, we will review potential CEQA compliance options, including an addendum to the 2035 General Plan EIR and utilizing technical studies from the TVSP EIR. We will discuss schedule, cost, and legal defensibility of each document option with City staff. Nevertheless, Michael Baker will cause the preparation and completion of all required documents for CEQA compliance regardless of whether the determination is made to prepare a mitigated negative declaration or other document, such as an environmental impact report.

⁶ Additional public hearings provided on a time and materials basis.

Task Deliverables:

- One internal environmental scoping meeting with City staff
- Summary memorandum of approaches available to the City for environmental compliance
- Refined scope and fee for the selected environmental approach

Task 5.2 – Initial Study/Mitigated Negative Declaration

The scope for this task, for purposes of this discussion, assumes the selected environmental approach from Task 5.1 is an IS/MND, and the scope should be considered as informational only until an environmental approach is determined. The Michael Baker environmental team will prepare an IS that includes detailed explanations of all checklist determinations and discussions of potential environmental impacts. The analysis will be prepared in accordance with Public Resources Code Section 21080(c) and CEQA Guidelines Section 15070 and will use the most recent CEQA Appendix G Checklist, updated in December 2018. The IS will include a description of the project, its location, and supporting exhibits; explain the reasons for determining which project impacts would not be significant or potentially significant and provide evidence to support each conclusion; and identify which project impacts would be significant or potentially significant, and identify feasible mitigation measures.

Michael Baker will request tribal contacts from the Native American Heritage Commission and prepare notification letters on the City's behalf for the purposes of tribal notification under SB 18 and Assembly Bill (AB) 52. We assume City staff will conduct the subsequent tribal consultation as the government representatives.

Barring any potentially significant impacts, and after consultation with the City, Michael Baker will prepare documentation for an MND and Mitigation Monitoring and Reporting Program. Michael Baker will also prepare a Notice of Intent to adopt the document and will subsequently prepare and file the Notice of Determination. Michael Baker will assist the City with distribution of the public review draft of the IS/MND and will respond to comments received during the public comment period. Finally, Michael Baker staff will be present for up to three public hearings to provide Q&A support. Again, this discussion of the scope of services and the possible MND is informational only, and no determination has been made as to the appropriate environmental document that must be prepared for this project.

Technical Studies

Concurrent with the development of the IS, we assume a vehicle miles traveled memorandum, air quality and greenhouse gas modeling, noise analysis, and energy analysis will likely be required to support the IS. Depending on the extent and footprint of potential rezone areas, biological resources and cultural resources database searches may be recommended.

May 28, 2020

Ms. Catherine Lin, AICP

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Scope of Work

Michael Baker International understands the request for the services below are supplemental and in addition to our proposal dated April 30, 2020 in support of the 6th Cycle Housing Element Update. Supplemental Tasks 1 and 2 are discussed in detail below.

Supplemental Task 6: Accessory Dwelling Unit Ordinance

Michael Baker will review the City's draft ADU ordinance for compliance with state law and make the necessary updates to the draft ordinance. Michael Baker will coordinate with the City prior to making revisions to determine the City's preferences on ADU development to the extent state law allows such preferences. Michael Baker will complete review cycles with City staff and upon completion of the draft, attend up to 3 public hearings to answer questions through the adoption process.

Task 6.1 – Review of Existing Draft ADU Ordinance

The City will provide Michael Baker with the draft ADU Ordinance. Michael Baker will review the ordinance for consistency with applicable state law and prepare a memorandum consisting of a matrix of state law pertaining to ADUs and the extent to which the draft ordinance meets those requirements. The memo will contain recommendations for full compliance with state law.

Task Deliverables:

Memorandum of analysis and recommendations delivered to the City in electronic format.

Task 6.2 – Project Management and Meetings

Michael Baker will meet with City staff to discuss the findings and recommendations from Task 6.1, identify the City's preferences on the ADU ordinance, where appropriate, and determine the adoption timeline. Michael Baker will also meet and/or coordinate with the City Attorney to gain consensus on the approach prior to initiating the administrative draft ordinance. This task includes project management hours for the management of consultant staff, coordination with City staff, and the administration of Task 6 in its entirety.

Task Deliverables:

Attendance during an internal kickoff meeting with City staff, either in person or via teleconference.

Up to four (4) coordination hours with the City Attorney.

Task 6.3 – Administrative Draft ADU Ordinance

Using the approach agreed upon as a result of Tasks 6.1 and 6.2, Michael Baker will prepare the administrative draft ADU ordinance in electronic format for City review and comment. Task 6.3 assumes one round of review with comprehensive comments from City staff and City Attorney in one redlined document. Michael Baker will address the comprehensive set of City comments into a screen-check draft.

Task Deliverables:

Administrative draft ADU ordinance in electronic format.

Task 6.4 – Public Draft ADU Ordinance and Notice of Exemption

Michael Baker will provide a screen-check draft for final City review. The screen-check draft is intended to address

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Ms. Catherine Lin, AICP

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minor/editorial type comments in preparation of the public review draft. This task assumes one round of comprehensive comments from the City on the screen-check draft. Michael Baker will address the screen-check draft comments and provide the City with a clean public review draft of the ADU ordinance. Additionally, Michael Baker will prepare a Notice of Exemption for the City's use in the adoption process.

Task Deliverables:

Screen-check draft of ADU ordinance in electronic format.

Public review draft of ADU ordinance in electronic format.

Notice of Exemption in electronic format.

Task 6.5 – Public Hearings

Michael Baker's project manager will attend up to three public hearings to provide question and answer support throughout the adoption process for the ADU ordinance.

Task Deliverables:

Attendance by the Project Manager at up to three (3) public hearings.

Supplemental Task 7: SB 2 Compliance - Ordinance Text Amendment Review & Comment

Task 7.1 – Code Review, Analysis, and Recommendations

Veronica Tam and Associates (VTA), with support from Michael Baker, will review the draft ordinance text amendment prepared by City staff addressing SB 2 compliance. VTA's review will address consistency with SB 2 and subsequent state law addressing emergency shelters, transitional housing, and supportive housing. VTA will conduct the review and Michael Baker will prepare a memorandum containing matrix of applicable state requirements analyzed against the contents of the draft ordinance. The memorandum will summarize findings and will provide recommendations to achieve full compliance.

Task Deliverables:

Memorandum of analysis and recommendations delivered to the City in electronic format.

Task 7.2 – Project Management and Meetings

Michael Baker's project manager will coordinate consultant staff, schedule, and the receipt and delivery of documents between the City and consultancy. Michael Baker will attend one meeting or teleconference to discuss the findings and recommendations resulting from Task 7.1.

Task Deliverables:

Attendance by Michael Baker at one meeting or teleconference.

EXHIBIT "B"
PROJECT SCHEDULE

(Attached)

Exhibit "B"

[illegible]

Fee Proposal - Michael Baker

	Project Manager	Technical Advisor	Housing & Land Use Planning Lead	Outreach Lead	GIS Lead	QA/QC	Housing Planner	Outreach Specialist	Senior Planner/Analyst	Assoc. Planner/Analyst	Asst. Planner/Analyst	GIS Tech	Technical Writer/Graphics	Total Hours	Direct Costs (e.g., travel, vendors)	Labor Cost + Direct Cost
RATE:	\$150	\$170	\$195	\$125	\$165	\$170	\$150	\$100	\$160	\$125	\$105	\$90	\$110			
Task 1: Project Kick-off and Project Administration	59	24	49	0	0	8	0	0	0	0	0	0	22	162	\$100	\$26,365
1.1 Project Kick-off Meeting	10	4	10			4							2	30	\$100	\$5,130
1.2 Housing Element Preparation Training	3	3	3											9		\$1,545
1.3 Project Schedule	6	2	4			4							2	18		\$2,920
1.4 Project Management, Coordination, and Quality Control	40	15	32										18	105		\$16,770
Task 2: Research and Analysis	54	66	112	0	18	0	8	0	0	0	342	54	10	664	\$0	\$87,200
2.1 Evaluation of 2013-2021 Housing Element	4	8	12								18		2	44		\$6,410
2.2 Needs Assessment	12	16	24		6						100	20	2	180		\$22,710
2.3 Housing Sites Analysis and Opportunities	20	16	36		8						124	24	2	230		\$29,460
2.4 Housing Constraints	10	16	24		2						68	4	2	126		\$16,950
2.5 Housing Goals, Policies, and Quantified Objectives	8	10	16		2		8				32	6	2	84		\$11,670
Task 3: Housing Element Preparation	48	48	76	58	0	0	8	28	0	24	132	0	28	450	\$2,250	\$63,620
3.1 Draft Housing Element	16	12	12				8			24	32		4	108	\$1,000	\$15,780
3.2 Public Participation:																
On-line Housing Needs Survey	4	4	4	18				8			4		8	50	\$500	\$6,910
Stakeholder Interviews (up to 10) or Focus Group Meetings (up to 2)	6		8	16				8			12		4	54	\$250	\$7,210
Community Workshop (Hosted by Planning Commission)	6	4	8	12				8			12		4	54	\$250	\$7,390
Joint PC/CC Study/Concurrence Session	4	4	8	12				4			12		4	48	\$250	\$6,690
3.3 Housing Element and HCD Review	10	20	32								48		2	112		\$16,400
3.4 State Certification	2	4	4								12		2	24		\$3,240
Task 4: Adoption/Public Hearing Support	20	8	20	8	0	4	0	0	0	0	16	0	4	80	\$500	\$12,560
4.1 Planning Commission Hearing	10	4	10	4		2					8		2	40	\$250	\$6,280
4.2 City Council Hearing	10	4	10	4		2					8		2	40	\$250	\$6,280
Task 5: California Environmental Quality Act	48	4	0	0	0	28	0	0	48	50	60	16	22	276	\$1,000	\$37,730
5.1 Define CEQA Scope	8	2				8			8				2	28		\$4,400
5.2 IS/MND (Estimate)	40	2				20			40	50	60	16	20	248	\$1,000	\$33,330
Supplemental Task 6: ADU Ordinance	18	2	6	0	0	2	16	0	0	0	2	0	4	50	\$0	\$7,600
6.1 Review of Existing Draft ADU Ordinance	2	1	2				6						2	13		\$1,980
6.2 Project Management and Meetings	8													8		\$1,200
6.3 Administrative Draft ADU Ordinance		1	2				6							9		\$1,460
6.4 Public Review Draft ADU Ordinance & NOE			2			2	4				2		2	12		\$1,760
6.5 Public Hearings	8													8		\$1,200
Supplemental Task 7: SB 2 Compliance	6	20	2	0	0	0	0	0	0	0	8	0	4	40	0	\$5,970
7.1 Ordinance Text Amendment Review and Comment (SB2)		20	2								8		4	34		\$5,070
7.2 Project Management	6													6		\$900
TOTALS	253	172	265	66	18	42	32	28	48	74	560	70	94	1722	\$3,850	\$241,045

Michael Baker

INTERNATIONAL

EXHIBIT "D"**WORKERS' COMPENSATION INSURANCE CERTIFICATION**

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

X I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____ I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

MICHAEL BAKER INTERNATIONAL, INC.

By: _____

Tanya Bilezikjian, Vice President

Date: 7/21/20