

**RESOLUTION NO. 5372**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD  
APPROVING A CONSULTING SERVICES AGREEMENT WITH MICHAEL BAKER  
INTERNATIONAL IN AN AMOUNT NOT TO EXCEED \$22,200 FOR THE CITY OF  
SOLEDAD HOUSING ELEMENT UPDATE AND AUTHORIZING THE CITY  
MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY OF  
SOLEDAD**

**WHEREAS**, State law (Government Code Section 65588) mandates the update of local Housing Elements approximately every eight (8) years; and

**WHEREAS**, the Housing Element of the Soledad General Plan must be revised pursuant to Government Code Sections 65580 et. al. to incorporate and implement the City of Soledad's "fair share" portion of the 2014 Regional Housing Needs Allocation as adopted by the Association of Monterey Bay Area Governments in June 2014; and

**WHEREAS**, the City of Soledad issued requests to consultants to update the Soledad Housing Element and proposals were received from three consulting firms; and

**WHEREAS**, Michael Baker International has experience in the preparation of housing elements for other public agencies and based on the experience, quality and content of the submittals and the cost of service, it has been determined that Michael Baker International is best suited to meet the City's needs and complete the required update of the City's Housing Element; and

**WHEREAS**, in their respective adopted Fiscal Year 2017-2018 budgets, the City has allocated funds for completion of the Housing Element update.

**NOW THEREFORE, BE IT HEREBY RESOLVED**, by the City Council of the City of Soledad that the Council authorizes the City Manager to execute a standard "Consulting Services Agreement" with Michael Baker International, attached hereto and by reference made a part hereof, for completion of services related to Soledad's Housing Element Update, subject to minor modification and subsequent approval by the City Attorney, in an amount not to exceed \$22,200.

**PASSED AND ADOPTED** by the City Council of the City of Soledad at a regular meeting duly held on the 7<sup>th</sup> day of February 2018 by the following vote:

**AYES**, and in favor thereof, Councilmembers: Mayor Pro Tem Alejandro Chavez, Anna Velazquez, Christopher Bourke, Carla Stewart and Mayor Fred Ledesma


NOES, Councilmembers: None

ABSENT, Councilmembers: None

ABSTAIN, Councilmembers: None

  
FRED J. LEDESMA, Mayor

ATTEST:



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MICHAEL McHATTEN, City Clerk

**CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF SOLEDAD AND  
MICHAEL BAKER INTERNATIONAL**

THIS AGREEMENT for consulting services is made by and between the City of Soledad ("City") and Michael Baker International, Inc. ("Consultant") (together referred to as the "Parties") as of February 9, 2018 (the "Effective Date").

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A, and incorporated herein, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end by February 9, 2020, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

**Section 2. COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed \$22,220 (Twenty Two Thousand Two Hundred Twenty Dollars), notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

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Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

**2.1 Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature;

**2.2 Monthly Payment.** City shall make monthly payments, based on invoices received, for services performed in accordance with this Agreement, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

**2.3 Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

**2.4 Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.

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- 2.5 **Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit A, and shall not exceed \$300.00. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.6 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.7 **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work completed in accordance with this Agreement as of the date of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.8 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

**Section 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

**Section 4. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City or has provided evidence to City that subcontractor(s) have obtained in compliance with Section 4.4.6. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 **Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

4.2 **Commercial General and Automobile Liability Insurance.**

4.2.1 **General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 **Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 **Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an occurrence basis, and not on a claims-made basis.
- b. City, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant

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- c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

#### 4.3 Professional Liability Insurance.

4.3.1 **General requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.

4.3.2 **Claims-made limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

#### 4.4 All Policies Requirements.

4.4.1 **Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

**4.4.2 Verification of coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish City with certificates of insurance, including endorsements required herein. The certificate shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

**4.4.3 Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

**4.4.4 Wasting Policies.** Except for the Professional Liability policy, no policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

**4.4.5 Waiver of Subrogation.** Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Except for the Professional Liability policy, Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the consultant, its employees, agents, and subcontractors.

**4.4.6 Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements from each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**4.5 Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

**Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.**

Consultant shall indemnify, defend with counsel mutually acceptable to City and Consultant, and hold harmless City and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of the negligence, recklessness or willful misconduct of Consultant or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within 30 days, to the tender of any claim for defense and indemnity by the City, unless this time has been extended by the City. If the Consultant fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first.

With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type to express or implied indemnity against the Indemnitees.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

## **Section 6. STATUS OF CONSULTANT.**

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including

but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

- 6.2 **Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

**Section 7. LEGAL REQUIREMENTS.**

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

**Section 8. TERMINATION AND MODIFICATION.**

- 8.1 Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 14 days written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period beyond the maximum amount provided for in this Agreement.

- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

- 8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

- 8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall included, but not be limited to, the following:

**8.6.1** Immediately terminate the Agreement;

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- 8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
- 8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
- 8.6.4 Seek the difference from Consultant between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

**Section 9. KEEPING AND STATUS OF RECORDS.**

- 9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use, therefore Consultant shall not be held liable for any modification nor re-use by City of such documents and materials, for purposes outside this Agreement. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.
- 9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

**Section 10 MISCELLANEOUS PROVISIONS.**

- 10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing

party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

- 10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Monterey or in the United States District Court for the Northern District of California.
- 10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code § 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal

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prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

**10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

**10.9 Contract Administration.** This Agreement shall be administered by Michael McHatten, City Manager ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

**10.10 Notices.** Any written notice to Consultant shall be sent to:

Michael Baker International  
Attn: Tad Stearn  
2729 Prospect Park Drive, Suite 220  
Rancho Cordova, CA 95670

Any written notice to City shall be sent to:

City Manager  
City of Soledad  
248 Main Street  
Soledad, CA 93960

**10.11 Professional Seal.** Intentionally Omitted.

**10.12 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A      Scope of Services

**10.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

**[SIGNATURES ON FOLLOWING PAGE]**

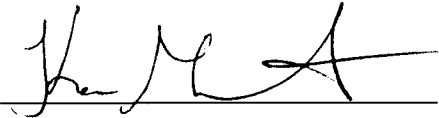
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The Parties have executed this Agreement as of the Effective Date.

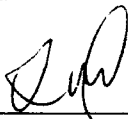
CITY OF SOLEDAD

  
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Michael McHatten, City Manager

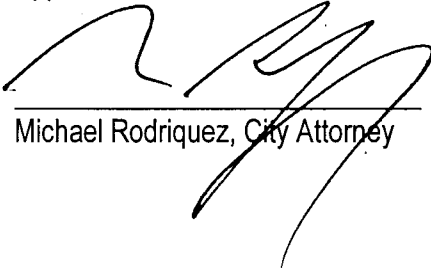
CONSULTANT

  
\_\_\_\_\_  
Name: Kevin Gustorf, Vice President  
Michael Baker International

Attest:

  
\_\_\_\_\_  
Michael McHatten, City Clerk

Approved as to Form:

  
\_\_\_\_\_  
Michael Rodriguez, City Attorney

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EXHIBIT A  
SCOPE OF SERVICES

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February 1, 2018

Brent Slama, AICP  
Community & Economic Development Director  
City of Soledad  
248 Main Street  
Soledad, CA 93960

**RE: CITY OF SOLEDAD 2015–2023 HOUSING ELEMENT UPDATE**

Dear Mr. Slama:

Michael Baker International is pleased to provide you with this proposal to assist with updating the City's 5th cycle Housing Element.

Michael Baker's Housing and Community Development team has considerable experience working with the California Department of Housing and Community Development (HCD), having completed over 90 certified housing elements since 2008, the majority of which were certified after a single round of review. In the 5th cycle, we have certified 62 housing elements, many of which were expedited through the streamlined review process.

Our team prides itself on its knowledge of state housing element law, the HCD process and requirements, and the understanding that each jurisdiction brings different opportunities and challenges to the table. Michael Baker has worked with several jurisdictions on tight timelines and currently has staff on hand to assist the City in meeting an expedited time frame.

The project team, led by Jennifer Gastelum, has over 40 years of combined experience in managing the preparation of housing elements. Ms. Gastelum will oversee the Housing Element update, while Cynthia Walsh will manage the update and serve as your day-to-day contact, with assistance from senior housing planner Courtney Wood and assistant planner Ellen Keating. Ms. Gastelum and Ms. Walsh assisted the City of Soledad with their 4th round Housing Element and worked to achieve certification.

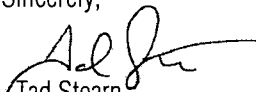
The following scope, budget, and schedule are targeted to ensure the draft Housing Element complies with state law and identifies adequate sites to meet Soledad's Regional Housing Needs Allocation (RHNA). We are flexible in our approach and look forward to working with you to refine and finalize our work plan. To ensure the City is eligible for HCD's streamlined process, we have included optional Task 7 to assist with Housing Element implementation.

Tad Stearn is authorized to bind the company contractually. His contact information is:

Tad Stearn, Vice President  
60 Garden Court, Suite 230  
Monterey, CA 93940  
(831) 383-7974  
tstearn@mbakerintl.com

We are excited at the opportunity to assist the City with the Housing Element update and look forward to hearing from you. Please contact Ms. Gastelum at (916) 231-2268 if you have any questions.

Sincerely,



Tad Stearn  
Vice President



Jennifer Gastelum  
Project Director

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## 1. Timeline

Michael Baker assumes a start date of mid-February 2018. It is anticipated that the updated Soledad Housing Element will be adopted by early July 2018 and certified 90 days thereafter.

Time Frame	Task
<b>2018</b>	
February 15	Project initiation
Biweekly	Project coordination
February- March	Document review
March	Evaluate existing housing programs
February - April	Prepare Housing Element components
Mid-March	Public workshop/stakeholder meeting and one Planning Commission/City Council Study Session (Michael Baker to attend)
April	Administrative draft Housing Element – 2-week City review
April	Prepare public draft Housing Element
May	Planning Commission/City Council Hearing – approval to submit draft to HCD
May-June	Submit draft to HCD (60-day review)
Late June	Conference call with HCD prior to receiving a letter to address any questions or issues; City receives a “conditional compliance” letter from HCD
May	Environmental document
July	City Council hearing (City staff to lead)
July	Submit final adopted Housing Element to HCD – review and certification (up to 90 days)

*Note: Once the City has received its conditional compliance letter from HCD, it is not unusual for HCD to provide a certification letter within a shorter time frame than 90 days.*

## 2. Qualifications and Experience

### Housing and Community Development Team

Michael Baker International offers a comprehensive range of innovative services and solutions to support federal, state, and municipal government agencies and other diverse clients. The firm has more than 6,600 employees in over 90 offices across the United States and internationally. Along with housing and community development, Michael Baker provides planning, engineering, traffic analysis, aviation planning, contract staffing, community design, and architecture services to communities across the nation. The wide range of professional experts under the same corporate umbrella means that our team has access to a deep bench of expertise and experience.

Michael Baker’s Housing and Community Development team, directed by Jennifer Gastelum and comprising 10 employees, has over 40 cumulative years of experience in project management, including preparing and submitting analyses of impediments to fair housing choice, consolidated plans, annual action plans, housing elements, public services assessments, and similar research and analysis-based plans and reports. Team members have a wide range of housing-related experience. From real estate development to single-family housing rehabilitation to in-depth policy analysis, our team has the ability to apply real-world expertise in the research and analysis involved in developing a sound evaluation of fair housing practices in the region.

# Michael Baker

## INTERNATIONAL

Michael Baker understands that each community has unique housing conditions and challenges. We also understand the complex regulatory requirements that accompany the housing element certification process. Michael Baker has partnered with cities and counties throughout California to prepare housing elements that address local needs as well as statutory requirements.

### Experience with HCD

Michael Baker maintains strong and effective working relationships with HCD reviewers. We will leverage this relationship to ensure that there are no surprises during the review process and that the Housing Element achieves timely certification.

Michael Baker will act as the City's liaison to HCD and will work closely with the reviewer to ensure all requirements are met. Our close proximity to HCD's office makes it easy for us to meet with HCD staff as needed.

Reaching a consensus with HCD is a negotiation process, and we are committed to representing the City's best interests in this process. By maintaining close contact with HCD and representing the needs of our clients, we have never failed to obtain certification of any of the housing elements we have prepared.

### Housing Element Experience

Below is a list of the clients Michael Baker has assisted in the past or is currently assisting in the 5th round.

#### Housing Elements in Progress or Recently Certified

City of Alameda	City of Eastvale	City of Montague	City of Sutter Creek
Amador County	City of Elk Grove	City of Morro Bay	Tehama County
City of Anderson	City of Etna	City of Ontario	City of Temecula
City of Arcata	City of Fairfield	City of Orinda	Trinity County
City of Auburn	City of Fortuna	City of Orland	Town of Truckee
City of Biggs	City of Grover Beach	City of Oxnard	City of Twentynine Palms
Butte County	City of Holtville	Town of Paradise	City of Wasco
City of Calimesa	Imperial County	City of Pleasanton	City of West Sacramento
City of Chico	Inyo County	City of Plymouth	City of Wildomar
City of Clayton	City of Lone	City of Rancho Cordova	City of Willits
City of Cloverdale	City of Jackson	City of Ridgecrest	City of Willows
City of Coachella	Kern County	Riverside County	Town of Yountville
City of Compton	Lassen County	City of Roseville	City of Yreka
City of Crescent City	City of Lincoln	City of Santa Rosa	City of Yuba City
City of Davis	City of Lodi	Solano County	Yuba County
City of Dixon	City of Los Altos	City of South Lake Tahoe	
City of Dorris	City of Madera	Stanislaus County	
City of Dunsmuir	City of Marysville	City of Suisun City	

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**Project Team**

<b>City of Soledad</b>	
<b>Michael Baker International Team</b>	
Jennifer Gastelum Project Director	
Amy Sinsheimer, Project Manager	
Cynthia Walsh Assistant Project Manager	
Courtney Wood, AICP, LEED AP, IAP2 Senior Planner	Nicole West, AICP Associate Planner
Ellen Keating Assistant Planner	Environmental Planner

**Jennifer Gastelum, Project Director**

Ms. Gastelum brings over 18 years of experience that includes projects throughout California, Nevada, and Washington. She is experienced in managing the preparation of housing elements, housing needs assessment reports and housing condition surveys, consolidated plans, and affordable housing strategies and various affordable housing studies. Her most recent housing policy experience includes housing element updates for over 40 California cities.

**Amy Sinsheimer, Project Manager**

Ms. Sinsheimer is a project manager with over 15 years of experience in long-range planning. Her primary responsibilities include management and preparation of policy and regulatory planning documents (housing elements, general plans and zoning codes). She has significant experience in public outreach, including complex projects involving multiple agencies, stakeholders, and team members. She has prepared analysis and implementation documents related to STRs for the cities of South Lake Tahoe, Monterey, and Morro Bay. She prepared and managed more than 25 housing elements in the 4th and 5th update cycle and coordinates directly with California Department of Housing and Community Development (HCD) staff on housing element certification. She has also prepared housing element program implementation documents for several cities. Her zoning experience includes preparation of conventional, form-based, and hybrid zoning codes. She is currently the day-to-day project manager on the Morro Bay General Plan/Local Coastal Plan update. Ms. Sinsheimer will serve as the primary point of contact for the City and as overall project manager for the Michael Baker team.

**Cynthia Walsh, Assistant Project Manager**

Ms. Walsh has 10 years of experience managing housing elements and preparing consolidated plans, action plans, analysis of impediments to fair housing choice, Neighborhood Stabilization Program acquisition and rehabilitation programs, compliance monitoring services, oversight of affordable housing properties, and housing condition and income surveys. She has a thorough knowledge of state housing element law, having prepared over 35 housing elements over the past three cycles, including assisting the City of Soledad with its 4th cycle Housing Element. Ms. Walsh has a significant amount of experience working with staff at HCD and has achieved certification for all of her clients.

### Courtney Wood, AICP, LEED AP, IAP2, Senior Planner

Ms. Wood has 9 years of experience working on long-range planning and community engagement projects. Her expertise includes general plans, neighborhood revitalization plans, downtown plans, housing elements, and housing program management. She has extensive experience conducting innovative community engagement programs for municipal planning projects including workshops, open houses, design charrettes, and web-based participation.

### Nicole West, AICP, Associate Planner

Ms. West is an associate planner with a current focus on housing and community development projects. She has 8 years of experience working on a broad range of planning and design projects. She is experienced in collaborating with various technical specialists, governmental agencies, the public, and other stakeholders to bring projects to fruition. Housing quality has been a primary focus of her work, both as a redevelopment planner and as a disaster recovery specialist.

### Ellen Keating, Assistant Planner

Ms. Keating assists with housing and community development projects, including housing elements, studies, and implementation services. She has worked on general plan updates for the Cities of Carlsbad and Morro Bay, grant administration for the City of Morro Bay, affordable housing administration in the Cities of Emeryville and Dublin, and housing elements for the Cities of Holtville, Laguna Woods, Riverside, and Willits. Her interests include affordable housing, community outreach, and local housing policy.

## 3. Scope of Work

### Statement of Understanding

Michael Baker International understands that the City of Soledad requests assistance in preparing the 5th cycle Housing Element update for submission to HCD in accordance with state laws, regulations, and statutes. The 2009–2014 Housing Element will serve as the foundation for the 2015–2023 Housing Element update. Michael Baker will review the previous Housing Element and will revise the document by updating all background data. We will review and revise City policies to meet City housing goals using methods that reflect current conditions and meet the housing requirements mandated by the State of California for the 2015–2023 Housing Element.

### Scope of Work

#### Task 1. Project Initiation

Michael Baker will communicate with City staff via phone and email and will provide biweekly email progress reports throughout the project. We will also prepare for and attend a kickoff conference call to exchange information and initiate work on the Housing Element update. At the meeting, Michael Baker will:

- Review the scope of work and schedule.
- Review Housing Element legal requirements.
- Provide a list of data needs.

**Task 1 Deliverables:** *Kickoff meeting agenda and data needs list (electronic copy in PDF); agendas for subsequent meetings with staff (electronic copies in PDF), weekly progress reports (electronic copies in PDF)*

#### Task 2. Housing Element Assessment

##### Task 2.1. Document Review

Michael Baker will review documents relevant to the Housing Element update, including but not limited to the following:

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- 2009–2014 Housing Element
- Housing Element Annual Progress Reports
- General Plan and Environmental Impact Report
- Municipal Code/Zoning Code

#### Task 2.2. Evaluate Existing Housing Programs

Michael Baker will work closely with the City to determine the status, effectiveness, and appropriateness of the 2009–2014 housing program. We will gather and document all available information regarding specific accomplishments. In addition to reviewing the policy program for results achieved, we will evaluate the program for compliance with state housing laws and identify and document any omissions or deficiencies. Findings from the evaluation will be detailed in a table to be included in the draft Housing Element and used as a basis for program revisions for the new planning period.

*Task 2 Deliverables:* Review of the housing programs will be a section in the administrative draft Housing Element

### Task 3. Prepare Housing Element

#### Task 3.1. Housing Needs Assessment

Michael Baker will update the Housing Needs Assessment with data from the Association of Monterey Bay Area Governments (AMBAG) housing element data packet, 2010 US Census, American Community Survey, and other relevant sources. The updated needs assessment will include the following:

- **Population and demographics:** population trends and projections, race and ethnicity, and population age
- **Household characteristics:** number, size, and type of existing households, and characteristics of lower-income households (including extremely low)
- **Employment and income:** employment by industry, occupation of employed residents, and income trends
- **Housing stock characteristics:** housing types and conditions, overcrowded households, and vacancy rates
- **Housing costs and affordability:** home sale price trends, rental costs, affordability for households at all income levels, and overpayment
- **Special housing needs:** special housing needs of persons with disabilities (including persons with developmental disabilities), seniors, large households, and female-headed households
- **At-risk housing:** inventory and analysis of existing affordable units at risk of converting to market rate during the planning period
- **Opportunities for energy conservation:** pursuant to Senate Bill 375 and Assembly Bill 32, an inventory and analysis of opportunities to encourage the incorporation of energy-saving features, energy-saving materials, and energy-efficient systems and design for residential development

#### Task 3.2. Housing Constraints

Michael Baker will update the analysis of potential and actual governmental and nongovernmental constraints to meeting housing needs (pursuant to Government Code Section 65583(a)(4, 5)), including land use controls, fees and exactions, permit processing procedures, and building codes and code enforcement, as well as land and construction costs, and the availability of financing. We will identify potential programs and strategies to reduce identified constraints.

### Task 3.3. Housing Resources

We will work closely with City staff to identify physical, programmatic, and financial resources available to meet housing needs. The analysis will include the RHNA analysis, updated housing sites inventory, financial resources, and regulatory incentives for housing.

**Sites Inventory and RHNA Analysis:** According to the RHNA prepared by AMBAG, Soledad has a housing production goal of 191 units (46 very low-, 30 low-, 35 moderate-, and 80 above moderate-income units). Michael Baker will work with the City to ensure that there are sufficient sites to meet the RHNA. Michael Baker will prepare an inventory, map, and analysis clearly illustrating Soledad's capacity to accommodate the new RHNA.

**Financial and Programmatic Resources:** Michael Baker will update financial and programmatic resources available for affordable housing programs, including City, Monterey County, 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.

### Task 3.4. Housing Programs and Quantified Objectives

Michael Baker will work with City staff to update goals, policies, and programs to address identified housing needs and constraints based on the effectiveness and continued appropriateness of existing programs, information received through public outreach, the analysis of constraints, and findings from the needs assessment. Programs will address all new state requirements, as well as development controls, regulatory incentives, fair housing programs, and sources of affordable housing funding. Programs will describe specific steps for implementation and will identify a time frame and responsible department.

**Task 3 Deliverables:** *Updated needs assessment, constraints analysis, inventory of housing resources, and housing program and quantified objectives to be incorporated into the draft Housing Element*

## Task 4. Public Participation

Michael Baker will assist with facilitation of the Housing Element community outreach program consistent with state and federal laws to solicit input from all segments of the community, including housing development professionals, residents, businesses, service groups, youth, seniors, and various stakeholders.

### 4.1 Stakeholders Meetings

Michael Baker will prepare for and attend one Stakeholders Meetings with local organizations, non-profits, and tribal communities to gather feedback, ideas, and information from the community regarding housing needs and conditions. Michael Baker will prepare an invitation, as well as a meeting agenda and presentation materials. City staff will be responsible for delivery of the invitation directly to stakeholders on the list via regular or electronic mail.

This scope and budget assumes that the Stakeholder Meeting will be held in conjunction with the Planning Commission or City Council Study Session.

### 4.2 Community Workshop/Planning Commission/City Council Study Session

Michael Baker will prepare for and attend one Planning Commission/City Council study session to gather feedback, ideas, and information from the community regarding housing needs and conditions.

### 4.3 Public Hearings

Michael Baker will prepare for and attend one Planning Commission/City Council hearing to present the Housing Element, obtain feedback, and respond to questions. City staff will present the Housing Element for adoption once conditional compliance has been received.

We are available to attend additional meetings, if desired. A cost per meeting is provided along with the project budget.

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This scope and budget assume that City staff will publish required hearing notices for all Planning Commission and City Council meetings.

**Task 4 Deliverables:** Prepare for and attend up to one Stakeholders Meetings; Prepare for and attend one study session with the community, the Planning Commission, and the City Council; prepare a workshop notice, stakeholder list and meeting materials; prepare for and attend one Planning Commission/City Council hearing; and prepare up to two staff reports for Planning Commission and/or City Council. If desired by the City, Michael Baker staff are available to attend meetings at a cost of \$2,600 per meeting.

## Task 5. HCD Review and Certification

Michael Baker maintains strong working relationships with HCD reviewers, and because our office is located in close proximity to the HCD office, staff is able and willing to meet with HCD staff as needed. Our staff is very familiar with the HCD review processes. We will serve as the City's liaison to HCD. This service will include:

- Submittal of the draft Housing Element to HCD along with a submittal letter and completed review checklist for the 60-day review.
- Meetings and/or conference calls with HCD staff and City staff to answer questions and address any issues.
- Submittal of the adopted Housing Element to HCD for final 90-day review and certification.

**Task 5 Deliverables:** *Two submittals to HCD including cover letters, the review checklist, and printed copies of the Housing Element with highlighted changes and additions; emails and memorandums to address HCD questions and comments, as needed; proposed revisions to the Housing Element resulting from HCD comments incorporated into the Housing Element in a strikethrough format for review and approval by City staff*

## 4. Deliverables

Michael Baker will prepare draft documents in a clear, user-friendly format that meets HCD requirements. All documents will be prepared in Microsoft Word and/or Excel.

Please refer to the scope of work for deliverables specific to each task.

### Administrative Draft Housing Element

We will incorporate the components described in Task 3 into a comprehensive, formatted administrative draft Housing Element, which will be submitted to City staff for review. The schedule assumes that staff will complete their review within 14 days of receipt of the draft. Michael Baker requests that we receive one consolidated set of City comments on the draft. We will provide 10 copies of the draft Housing Element—one single-sided reproducible original and one digital file.

### Public Review Draft Housing Element

Michael Baker will address staff comments on the administrative draft and prepare a public review draft Housing Element. We will incorporate comments and revisions from City staff's review of the administrative draft, as directed, prior to issuing the draft for public review and submitting the draft to HCD.

### Final Housing Element

Michael Baker will prepare a final Housing Element that incorporates any changes to the public review draft from the Planning Commission/City Council, City staff, and HCD. We will provide 10 copies of the final Housing Element—one single-sided reproducible original and one digital file.

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EXHIBIT B  
FEE SCHEDULE

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## 5. Cost of Services

Michael Baker's estimated total fee to prepare the 2015–2023 Housing Element update is \$22,220. This is a not-to-exceed cost, to be billed on a time-and-materials basis. This estimate is based on our understanding of the project and the scope of work outlined herein, and includes all costs associated with stated deliverables.

Michael Baker's standard billing practice is monthly on a percentage completed basis. If permitted, we would request this billing process rather than billing on the basis of completed milestones.

### Bill Rates

Staff	Hourly Rate
Jennifer Gastelum, Project Director	\$165
Amy Sinsheimer, Project Manager	\$145
Cynthia Walsh, Assistant Project Manager	\$130
Courtney Wood, Senior Planner	\$110
Nicole West, Associate Planner	\$105
Ellen Keating, Assistant Planner	\$90
Environmental Planner	\$110
GIS Analyst	\$105
Technical Editor	\$85
Administrative Assistance	\$65

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## Cost Schedule

The following costs are for the tasks to complete the Housing Element update.

Tasks	Total Hours	Total Cost	Start and End Dates
<i>Housing Element Update</i>			
<b>Task 1. Project Initiation</b>	16	\$1,810	February
<b>Task 2. Housing Element Assessment</b>			
2.1. Document Review	4	\$370	February
2.2. Evaluate Existing Housing Programs	13	\$1,300	March
<b>Task 3. Prepare Housing Element</b>			
3.1. Housing Needs Assessment	41	\$3,685	March- April
3.2. Housing Constraints	21	\$2,210	March- April
3.3. Housing Resources	19	\$1,990	March- April
3.4. Housing Programs and Quantified Objectives	17	\$1,900	March -April
<b>Task 4. Public Participation</b>			
Stakeholder Meeting and Planning Commission/City Council Study Session	12	\$2,600	March
Public Hearing	8	\$1,000	May
<b>Task 5. HCD Review and Certifications</b>	18	\$2,000	May- June
<b>Deliverables</b>			
Administrative Draft Housing Element	18	\$1,955	April
Public Review Draft Housing Element	6	\$660	May
Final Housing Element	4	\$440	July
<b>Print Costs</b>		\$300	
<b>TOTAL</b>	<b>197</b>	<b>\$22,220</b>	

## 6. Conflict of Interest

Michael Baker provides services to public and private clients nationwide and has a major presence in California, where much of our work is with municipalities and other public agencies. We adhere to an objective third-party approach to our services; therefore, outside of business contractual arrangements, we have no financial interest with any of our clientele. To the best of our knowledge, there would be no potential for any conflict of interest upon the City's selection of this proposal.

## 7. Limits of General and Professional Liability Insurance

Michael Baker International carries the following types and limits of insurance:

- Commercial General Liability: \$2,000,000 per occurrence/\$4,000,000 products-completed operations aggregate
- Automobile: \$2,000,000 each accident
- Workers Compensation: Statutory limits
- Professional Liability: \$5,000,000 per claim and aggregate

