

AMENDMENT NO. 9  
MICHAEL BAKER INTERNATIONAL, INC.

AGREEMENT FOR PROFESSIONAL SERVICES

This AMENDMENT NO. 9 TO AGREEMENT FOR PROFESSIONAL SERVICES ("Amendment No. 9"), is made and entered this \_\_\_ day of \_\_\_\_\_, 2026, by and between the CITY OF LODI, a municipal corporation, hereinafter called "CITY", and MICHAEL BAKER INTERNATIONAL, INC., a Pennsylvania corporation qualified to do business in California, hereinafter called "CONTRACTOR".

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into an Agreement for Professional Services to provide Community Development Block Grant Administration and Housing Program Support Services, including non-CDBG Special Projects on February 27, 2018, Amendment No. 1 on March 14, 2019, Amendment No. 2 on October 3, 2019, Extension No. 1 on December 18, 2019, Extension No. 2 on January 26, 2021, Amendment No. 3 on June 24, 2021, Amendment No. 4 on November 1, 2021, Amendment No. 5 on June 29, 2022, Amendment No. 6 on June 23, 2023, Amendment No. 7 on June 17, 2024, and Amendment No. 8 on July 31, 2025 (collectively the "Agreement"), attached hereto as Exhibit 1 and made a part hereof; and
2. WHEREAS, CITY now requests to extend the terms of the Agreement through June 30 2027: and
3. WHEREAS, CITY and CONTRACTOR agree to said amendment.

NOW, THEREFORE, the parties agree to amend the Agreement as set forth above. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 9 on the date and year first above written.

CITY OF LODI, a municipal corporation

MICHAEL BAKER INTERNATIONAL, INC., a  
Pennsylvania corporation qualified to do business in  
California

\_\_\_\_\_  
AARON M. BUSCH  
Interim City Manager

\_\_\_\_\_  
WILLIAM M. HOOSE  
Vice President

ATTEST:

\_\_\_\_\_  
OLIVIA NASHED  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
KATIE O. LUCCHESI  
City Attorney

AMENDMENT NO. 8

AGREEMENT FOR PROFESSIONAL SERVICES  
MICHAEL BAKER INTERNATIONAL, INC.

THIS AMENDMENT NO. 8 to Agreement for Professional Services is made and effective this 31<sup>st</sup> day of July, 2025 ("Amendment No. 8") by and between the CITY OF LODI, a municipal corporation, (hereinafter called "CITY") and Michael Baker International, Inc., a Pennsylvania corporation qualified to do business in California (hereinafter called "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into an Agreement for Professional Services for Community Development Block Grant Administration and Housing Program Support Services, including non-CDBG Special Projects on February 27, 2018, Amendment No. 1 on March 14, 2019, Amendment No. 2 on October 3, 2019, Extension No. 1 on December 18, 2019, Extension No. 2 on January 26, 2021, Amendment No. 3 on June 24, 2021, Amendment No. 4 on November 1, 2021, Amendment No. 5 on June 29, 2022, Amendment No. 6 on June 23, 2023, and Amendment No.7 on June 17, 2024 (collectively the "Agreement"), attached hereto as Exhibit A and made a part hereof; and
2. WHEREAS, CONTRACTOR and CITY request to extend the term of the Agreement through June 30, 2026; and
3. WHEREAS, CONTRACTOR agrees to said amendment.

NOW, THEREFORE, the parties agree to extend the Agreement as set forth above; all other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 8 on the date and year first above written.

CITY OF LODI, a municipal corporation

  
\_\_\_\_\_  
JAMES LINDSAY  
Acting City Manager

MICHAEL BAKER INTERNATIONAL, INC., a  
Pennsylvania corporation qualified to do business in  
California

  
\_\_\_\_\_  
William Hoose (Jul 28, 2025 11:18:33 PDT)  
WILLIAM M. HOOSE  
Vice President

Attest:

  
\_\_\_\_\_  
OLIVIA NASHED  
City Clerk

Approved as to Form:

  
\_\_\_\_\_  
KATIE O. LUCCHESI  
City Attorney

**Signature:**  \_\_\_\_\_  
Janelle M. Krattiger (Jan 20, 2025 14:21 PDT)

**Email:** [jkrattiger@lodi.gov](mailto:jkrattiger@lodi.gov)

# Amend 8 - MBI

Final Audit Report

2025-06-20

Created:	2025-06-20
By:	Vanessa Serna (vserna@lodi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAULKVAgJYBzVL_-Cde_BYC1WFe_5ne5gR

## "Amend 8 - MBI" History

-  Document created by Vanessa Serna (vserna@lodi.gov)  
2025-06-20 - 3:44:35 PM GMT
-  Document emailed to Janelle Krattiger (jkrattiger@lodi.gov) for signature  
2025-06-20 - 3:45:02 PM GMT
-  Email viewed by Janelle Krattiger (jkrattiger@lodi.gov)  
2025-06-20 - 9:21:06 PM GMT
-  Document e-signed by Janelle Krattiger (jkrattiger@lodi.gov)  
Signature Date: 2025-06-20 - 9:21:42 PM GMT - Time Source: server
-  Agreement completed.  
2025-06-20 - 9:21:42 PM GMT

CONTRACT AMENDMENT No. 7

Michael Baker International, Inc.

THIS AMENDMENT No. 7 to Community Development Block Grant Administration and Housing Program Support Services, including non-CDBG Special Projects is made and effective this 17<sup>th</sup> day of June, 2024 ("Amendment No. 7") by and between the CITY OF LODI, a municipal corporation (hereinafter called "CITY") and Michael Baker International, Inc., a Pennsylvania corporation, qualified to do business in California (hereinafter called "CONTRACTOR").

WITNESSETH:

- 1. WHEREAS, CONTRACTOR and CITY entered into an Agreement for Professional Services for Community Development Block Grant Administration and Housing Program Support Services, including non-CDBG Special Projects on February 27, 2018, Contract Amendment No. 1 on March 14, 2019, Contract Amendment No. 2 on October 3, 2019, Contract Extension No. 1 on December 18, 2019, Contract Extension No. 2 on January 26, 2021, Contract Amendment No. 3 on June 24, 2021, Contract Amendment No. 4 on November 1, 2021, Contract Amendment No. 5 on June 29, 2022, and Amendment No. 6 on June 23, 2023 (Collectively the "Agreement"), attached hereto as Exhibit A and made a part hereof as though fully set forth herein; and
- 2. WHEREAS, CONTRACTOR and CITY now desire to extend the term of the Agreement through June 30, 2025, and increase funding in an amount not to exceed \$173,650 as outlined in Attachment A, and for a total contract amount not to exceed \$1,839,548; and
- 3. WHEREAS, all other terms and conditions of the Agreement will remain unchanged.

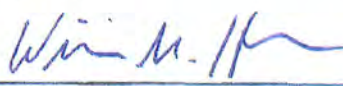
NOW, THEREFORE, the parties agree to amend the Agreement as set forth above; all other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 7 on the date and year first above written.


CITY OF LODI, a municipal corporation

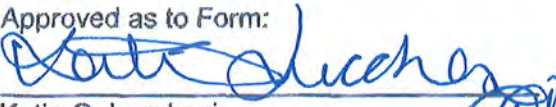
MICHAEL BAKER INTERNATIONAL, INC., a Pennsylvania Corporation, qualified to do business in California

  
 Andrew Keys Scott R. Carney  
 Interim City Manager

  
 By: William M. Hoose  
 Title: Vice President

Attest:

  
 OLIVIA NASHED  
 City Clerk

Approved as to Form:  
  
 Katie O. Lucchesi  
 City Attorney



*We Make a Difference*

April 12, 2024

Jennifer Rhyne, Neighborhood Services Manager  
**CITY OF LODI**  
221 W. Pine Street  
Lodi, CA 95240

**RE: 2024-25 COMMUNITY DEVELOPMENT BLOCK GRANT ADMINISTRATION**

Dear Ms. Rhyne:

Michael Baker International, Inc. (Michael Baker) is pleased to submit this proposal to continue to provide Community Development Block Grant (CDBG) Administration Services for the 2024-2025 program year (July 1, 2024–June 30, 2025) and Neighborhood Services Division Support Services.

Michael Baker's Housing and Community Development team is uniquely positioned to assist the City in administering its CDBG and community development programs. Our long history with the City has allowed our staff to work on a wide variety of efforts, including the City's original CDBG entitlement followed by a decade of administrative support, as well as many of the City's housing development and preservation efforts. Our familiarity with the City's programs and policies combined with our history of collaboration allows us to provide consistent and reliable professional services that directly address staffing and administrative needs.

The team assembled for this effort includes Program Coordinator Austin Knudsen and Labor Compliance Officer, Sandra Lee. Efforts will be overseen by Damien Delany, Housing Manager. Staff is also supported by our cultural services, labor compliance, and environmental review specialists. The team has implemented CDBG grants for both state recipients and federal entitlement grantees for years and has experience working alongside City staff to implement successful housing programs.

Again, we appreciate this opportunity to submit. Should you have any program management questions, please contact Mr. Delany at (562) 200-7177 or [ddelany@mbakerintl.com](mailto:ddelany@mbakerintl.com).

Sincerely,

MICHAEL BAKER INTERNATIONAL, INC.

A handwritten signature in blue ink, appearing to read "D. Delany".

Damien Delany  
Housing and Community Development Department Manager

## **LODI 2024-25 CDBG PROGRAM YEAR**

### **TASK 1: CDBG GRANT ADMINISTRATION SERVICES**

Michael Baker will oversee the administration of the 2024-25 CDBG program. Below are tasks that will be completed by Michael Baker staff:

- Prepare and process final subrecipient agreements and inter-departmental agreements
- Coordinate environmental review; obtain signatures and approval as needed
- Facilitate quarterly check-in meetings
- Provide updated beneficiary tracking sheets to subrecipients
- Conduct quarterly reviews of subrecipient performance, provide feedback/corrections, and update IDIS
- Process invoices
- Maintain contact with HUD representative
- Update IDIS system with project information and performance
- CDBG Reporting
  - Prepare Section 3 reports
  - Prepare MBE/WBE reports
  - Prepare SF-425 reports
  - Prepare Semi-Annual Labor Compliance report
- PY 2024-25 Subrecipient Monitoring
- Process budget amendments
- Track budget expenses and spending
- Perform general organizational and administrative tasks
- Train and transition tasks to City Staff

### **TASK 1.1: CLOSEOUT OF 2023-24 CDBG PROGRAM YEAR**

Michael Baker will oversee the closeout of the 2023-24 program year:

- Review performance of all active program year projects for compliance with their agreements (year-end subrecipient reports, etc.)
- Draft and notice CAPER
- Prepare staff report, resolution, and presentation, and attend public hearing
- Submit CAPER to HUD
- Respond to HUD questions and comments
- Close out projects in IDIS

### **TASK 1.2: 2025-26 ANNUAL ACTION PLAN PROCESS**

Michael Baker will oversee the PY 2025-26 Annual Action Plan Process:

- Assist those submitting applications
- Review and score applications

- Notice, advertise, prepare presentation, and facilitate a public meeting for notice of funding availability
- Notice, advertise, prepare presentation, and facilitate one outreach meeting
- Notice, advertise, and prepare staff report and presentation for one City Council public hearing
- Draft and finalize Annual Action Plan
- Prepare staff report for Council hearing meeting
- Enter into IDIS
- Respond to feedback from HUD and coordinate with HUD for final approval

**TASK 2: NEIGHBORHOOD SERVICES DIVISION SUPPORT SERVICES (NON-CDBG)**

Michael Baker staff will provide Neighborhood Services Division assistance on additional community development related tasks at the request of the City. This may include but is not limited to assistance with Housing Element implementation, fair housing studies, affordable housing projects, homeless initiatives, and grant writing and administration services. Services under this task will be provided until task funds are exhausted, and/or a contract amendment is approved by the City.

**TASK 3: CDBG GRANT ACTIVITY DELIVERY**

Michael Baker will provide Activity Delivery, including labor compliance, environmental compliance, budget tracking, budget and scope amendments, and coordination with stakeholders for active projects: PRCS Office ADA Improvements Project and the Lodi Seniors at Salas Park Project.

**TASK 4: LABOR COMPLIANCE FOR ACCESS CENTER SHELTER (NON-CDBG)**

Michael Baker staff will provide Neighborhood Services Division assistance on labor standards monitoring for the City's Access Center Shelter, including pre-bid tasks, pre-construction tasks, construction phase tasks, post-construction tasks for the project.

**BUDGET**

The cost of completing this project will be billed on a time-and-materials basis up to the not-to-exceed amount shown below. It is anticipated the Michael Baker CDBG Grant Administration Services and Neighborhood Services Division Support Services Contract will expire June 30, 2025.

Title	Hourly Rate
Project Director	\$250
Program Coordinator	\$140
Grant Specialist	\$125
Assistant Planner	\$95

\*Hourly rates will be increased by 5% on January 1, 2025.

Title	Cost
Task 1 – CDBG Grant Administration Services	\$55,000 (2024-25)
Task 2 – Neighborhood Services Division Support Services	\$10,000 (2024-25)
Task 3 – CDBG Grant Activity Delivery	\$65,000 (2024-25)
Task 4 – Labor Compliance for Access Center Shelter	\$43,650 (2024-25)

In an amount not to exceed \$1,839,548

CONTRACT AMENDMENT No 6

Michael Baker International

THIS CONTRACT AMENDMENT No. 6 is made and effective this 23<sup>rd</sup> day of June, 2023 by and between the CITY OF LODI, a municipal corporation, hereinafter called "City", and Michael Baker International, Inc., a Pennsylvania corporation, qualified to do business in California, hereinafter called "Contractor"

WITNESSETH:

1. **CONTRACT:** Contractor and City, entered into an Agreement for Professional Services on September 7, 2017, Contract Amendment No. 1 on December 17, 2018 and March 14, 2019, Contract Amendment No. 2 on October 3, 2019, Contract Extension No. 1 on December 18, 2019, Contract Extension No. 2 on January 26, 2021, Contract Amendment No.3 on May 19, 2021, Contract Amendment No. 4 on November 1, 2021, and Contract Amendment No. 5 on June 29, 2022 (collectively the "Agreement"), attached hereto as Exhibit A and made a part hereof as though fully set forth herein. Contractor and City now desire to extend the term of the Agreement through June 30, 2024, and increase funding in an amount not to exceed \$210,000 as outlined in Attachment A, and for a total contract amount not to exceed \$1,665,898.
2. **TERMS AND CONDITIONS:** All other terms and conditions of the Agreement will remain unchanged.

Counterparts and Electronic Signatures. This Amendment and other documents to be delivered pursuant to this Amendment may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Amendment or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the Internet), by electronic mail in "portable document format" ("pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software will have the same effect as physical delivery of the paper document bearing an original signature.

CITY OF LODI, a municipal corporation



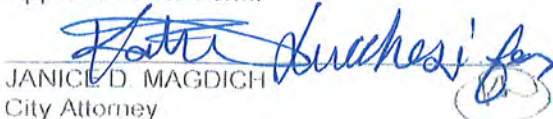
STEPHEN SCHWABAUER  
City Manager

Attest:



OLIVIA NASHED  
City Clerk

Approved as to Form:



JANICE D. MAGDICH  
City Attorney

CONTRACTOR, called "Contractor"



MICHAEL BAKER INTERNATIONAL, INC., a  
Pennsylvania Corporation, qualified to do business in  
California

By: William M. Hoose

Title: Vice President



*We Make a Difference*

March 20, 2023

Ms. Jennifer Rhyne, Neighborhood Services Manager  
CITY OF LODI  
221 W. Pine Street  
Lodi, CA 95240

**Re: 2023–24 COMMUNITY DEVELOPMENT BLOCK GRANT ADMINISTRATION**

Dear Ms. Rhyne:

Michael Baker International, Inc. (Michael Baker) is pleased to submit this proposal to continue to provide Community Development Block Grant (CDBG) administration for the 2023–2024 program year (July 1, 2023–June 30, 2024).

Michael Baker's Housing and Community Development team is uniquely positioned to assist the city in administering its CDBG and community development programs. Our long history with the city has allowed our staff to work on a wide variety of efforts, including the City's original CDBG entitlement followed by a decade of administrative support, as well as many of the City's housing development and preservation efforts. Our familiarity with the City's programs and policies combined with our history of collaboration allows us to provide consistent and reliable professional services that directly address staffing and administrative needs.

The team assembled for this effort includes Program Coordinator Tina Roseberry and Grant Specialist Austin Knudsen. Efforts will be overseen by Damien Delany, Housing Manager. Staff is also supported by our cultural services, labor compliance, and environmental review specialists. The team has implemented CDBG grants for both state recipients and federal entitlement grantees for years and has experience working alongside City staff to implement successful housing programs.

Again, we appreciate this opportunity to submit. Should you have any program management questions, please contact Mr. Delany at (562) 200-7177 or [ddeleany@mbakerintl.com](mailto:ddeleany@mbakerintl.com).

Sincerely,

MICHAEL BAKER INTERNATIONAL, INC.

A handwritten signature in blue ink, appearing to read "William M. Hoose".

William M. Hoose, AICP  
Vice-President

A handwritten signature in blue ink, appearing to read "Damien Delany".

Damien Delany  
Housing and Community Development Department  
Manager

## **LODI 2022–23 CDBG PROGRAM YEAR**

### **TASK 1: CDBG-ENTITLEMENT (EN) PLANNING AND ADMINISTRATIVE ACTIVITIES**

Michael Baker will oversee the administration of the 2023–24 CDBG program. Below are tasks that will be completed by Michael Baker staff:

- Prepare and process final subrecipient agreements and interdepartmental agreements
- Coordinate environmental review; obtain signatures and approval as needed
- Facilitate quarterly check-in meetings
- Provide updated beneficiary tracking sheets to subrecipients
- Conduct quarterly reviews of subrecipient performance, provide feedback/corrections, and update IDIS
- Process invoices
- Maintain contact with HUD representative
- Update IDIS system with project information and performance
- Prepare Section 3 reports
- Prepare MBE/WBE reports
- Prepare SF-425 reports
- Prepare Semi-Annual Labor Compliance report
- Monitor subrecipients (number varies with budget remaining and criteria)
- Process budget amendments
- Track budget expenses and spending
- Perform general organizational and administrative tasks
- Train and transition tasks to City Staff

### **TASK 1.1: CLOSEOUT OF 2022–23 CDBG PROGRAM YEAR**

Michael Baker will oversee the closeout of the 2022–23 program year:

- Review performance of all active program year projects for compliance with their agreements (year-end subrecipient reports, etc.)
- Draft and notice CAPER
- Prepare staff report, resolution, and presentation, and attend public hearing
- Submit CAPER to HUD
- Respond to HUD questions and comments
- Close out projects in IDIS

### **TASK 1.2: 2024–25 ANNUAL ACTION PLAN PROCESS**

Michael Baker will oversee the 2024–25 Annual Action Plan Process:

- Notice, advertise, prepare presentation, and facilitate a public meeting for notice of funding availability
- Notice, advertise, prepare presentation, and facilitate one outreach meeting

- Notice, advertise, and prepare two staff reports and presentations for two City Council public hearings, and attend hearings
- Prepare and present staff report for Council meeting
- Assist those submitting applications
- Review and score applications
- Draft and finalize Annual Action Plan
- Enter Annual Action Plan into IDIS
- Respond to feedback from HUD and coordinate with HUD for final approval

**TASK 2: CDBG-EN ACTIVITY DELIVERY**

Michael Baker will provide Activity Delivery, including labor compliance, environmental compliance, budget tracking, budget and scope amendments, and coordination with stakeholders for active projects.

**TASK 3: NEIGHBORHOOD SERVICES DIVISION SUPPORT SERVICES (NON-CDBG)**

Michael Baker staff will provide assistance on additional community development related tasks at the request of the city. This may include but is not limited to assistance with Housing Element implementation, fair housing studies, affordable housing projects, homeless initiatives, and grant writing and administration services. Services under this task will be provided until the task’s funds are exhausted, and/or include accommodation for possible negotiation of contract terms.

**BUDGET**

The cost of completing this project will be billed on a time-and-materials basis up to the not-to-exceed amount shown below. The project will end on June 30, 2024.

Title	Hourly Rate
Project Manager	\$195
Program Coordinator	\$150
Grant Specialist	\$125
QA/QC Specialist	\$100
Grant Technician	\$85

Title	Cost
Task 1 – CDBG-EN Planning and Administration Activities	\$90,000 (2023–24)
Task 2 – CDBG-EN Activity Delivery	\$65,000 (2023–24)
Task 3 – Neighborhood Services Division Support Services	\$10,000 (2023–24)

**Not to Exceed \$165,000**

March 20, 2023

Ms. Jennifer Rhyne, Neighborhood Services Manager  
**CITY OF LODI**  
221 W. Pine Street  
Lodi, CA 95240

**Re: LODI ACCESS CENTER SHELTER LABOR COMPLIANCE**

Dear Ms. Rhyne:

Michael Baker International, Inc. (Michael Baker) is pleased to submit this proposal to perform Labor Compliance Duties for the Lodi Access Center Shelter.

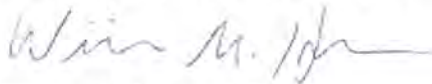
Michael Baker's Housing and Community Development team is uniquely positioned to assist the city in administering its CDBG and community development programs. Our long history with the city has allowed our staff to work on a wide variety of efforts, including the City's original CDBG entitlement followed by a decade of administrative support, as well as many of the City's housing development and preservation efforts. Our familiarity with the City's programs and policies combined with our history of collaboration allows us to provide consistent and reliable professional services that directly address staffing and administrative needs.

The team assembled for this effort includes Program Coordinator Tina Roseberry and Labor Compliance Officer Sandra Lee. Efforts will be overseen by Damien Delany, Housing Manager. The scope of services assumes that Michael Baker's involvement in the labor standards compliance process will begin with assisting the City of Lodi with the procurement phase of the project. Our Labor Compliance Officer, Sandra Lee, will be responsible for the delivery of these services.

Again, we appreciate this opportunity to submit. Should you have any program management questions, please contact Mr. Delany at (562) 200-7177 or [dde lany@mbakerintl.com](mailto:dde lany@mbakerintl.com).

Sincerely,

MICHAEL BAKER INTERNATIONAL, INC.



William M. Hoose, AICP  
Vice-President



Damien Delany  
Housing and Community Development Department  
Manager

## **TASK 1. LABOR COMPLIANCE FOR THE LODI ACCESS CENTER SHELTER**

### **Task 1.1: Pre-Bid Phase Tasks**

Michael Baker will assistance with the formal project advertisement, bidding, and contract review processes. The following tasks will be provided:

Prepare Project Specifications Book with required Federal Compliance, State Labor Codes, and Bid Package Forms

- Notice of Invite to Bid publications
- Project Advertisement
- Pre-Bid Meeting
- Bid Opening
- Bid Package – Compliance Review and Responsiveness Report
- Contractor Eligibility Verifications
- Agency and Contractor Agreement

### **Task 1.2: Pre-Construction Phase Tasks**

Michael Baker will create electronic files to conform to the Project's compliance requirements, prepare and distribute compliance information packet to the contractors, present the Labor Compliance requirements and forms at the pre-construction meeting, and assist the contractors with the required pre-construction compliance documents. Michael Baker will ensure that each document is correctly completed and reflects satisfactory level of information when submitting to the city. Any discrepancies will be resolved by the contractors with Michael Baker's assistance.

#### **Pre-Construction Documents**

- Authorization/Designation of Payroll Officer
- DAS 140 & 142 forms
- Apprenticeship Hiring Ratio – journeyman/apprentice ratio
- Fringe Benefit Statement
- Onsite Employee Posters
- Federal and State Prevailing Wage Posting

### **Task 1.3: Construction Phase Tasks**

#### **Certified Payrolls**

Michael Baker will ensure that payrolls have been properly completed and reflect correct information such as trade/classification and group/period number, appropriate wage rates, fringes, and deductions.

Michael Baker will ensure that the contractor is employing and working apprentices in ratios that conform to the apprenticeship regulations. Documentation will be obtained for each apprentice reported on payroll, to prove apprentices are registered with an approved apprenticeship program.

#### **Site Visits**

Michael Baker will conduct onsite craftworker interviews to ensure that craftworkers are being paid the appropriate wage rate and fringes for their trade/classification. Michael Baker will conduct follow-up

interviews with the same craftworkers to confirm that the wages/fringes being paid are no less than the applicable wage determination.

#### Status Report

Michael Baker will provide a monthly Labor Compliance Status Report that will outline the contractor's compliance status with the Project. The report will contain detailed description of delinquencies, discrepancies (suspected violations), clearance status, and recommendation for payment withhold for outstanding issues. Payment withholds will be recommended when contractor fails to respond and submit documents in a timely manner and as detailed according to the Project's submittal schedule.

#### Project Files

All written documentation provided by Michael Baker for the purpose of Labor Compliance reporting to the city will be concise and organized in a manner that will be easily understood. All files related to the Project will be organized and ready to submit upon request from the City. The Labor Compliance files for the Project will be organized as follows:

- I. First-Time One-Time Documents
  - CDBG Compliance Certifications
  - State Compliance Certifications
  - Certificate of Authorization and Understanding (authorized signer of payrolls and compliance documents)
  - DAS 140 and 142 (for each trade that will be utilized for the Project) with proof of transmittal
  - Fringe Benefit Statement
  
- II. Compliance Documents – weekly, monthly, and quarterly (if applicable)
  - Weekly Certified Payrolls with Statement of Compliance or Statement of Non-Performance with DIR eCPR confirmation
  - Apprenticeship Certificate (for each new apprentice reported on payroll)
  - Authorization for Payroll Deductions (for each new deduction reported on payroll for each craftworker)
  - Revised payrolls with proof of restitution payment and Confirmation of Receiving Restitution signed by affected craftworker
  - Monthly Apprenticeship Training Funds Report with proof of payment or Union Status letters
  - Monthly Labor Compliance Reports (sorted in date descending order)
  - Craftworker Interview forms (reconciled with applicable payrolls)

#### Task 1.4: Post-Construction Phase Tasks

Once the construction has been completed, Michael Baker will work with contractors to properly close out their Labor Compliance requirements for the Project. If any issues arise during the time of compliance close-out, Michael Baker will notify the BHA Staff and the Prime Contractor. Michael Baker will work with contractors to remedy issues and assist them to submit their final compliance documents in a timely manner. Michael Baker will participate in meeting(s) and provide additional reporting in support of the Project compliance close-out within the proposed time outlined in the attached Work Hours Break-Down.

**Budget**

The cost of completing this project will be billed on a time-and-materials basis up to the not-to-exceed amount shown below. The estimate includes skilled and trained workforce monitoring and costs presented do take into account an 18-month project timeline in a phased approach.

**Pre-Construction Phase**

Description	Hours
Create Project Files - Labor Standards Enforcement Files	3
Prepare Bid Package Compliance forms and language	4
Prepare/present Pre-Bid Meeting presentation	2
Bid Analysis Report (bidders responsive) to the city	4
Filing of contractor verifications of bidders	4
Prepare and submit contract award supporting documents	2
Prepare contract award notice to the OFCCP	2
Prepare and distribute Labor Compliance and Section 3 compliance information packet to contractors	2
Participate in pre-construction meeting and present compliance forms and requirements	3
Review contractors with pre-construction compliance documents and Section 3 Outreach plans	10
<b>Total Hours</b>	<b>36</b>
<b>Total Cost</b>	<b>\$4,860</b>

*Pre-Construction Documents*

<ul style="list-style-type: none"> <li>• Applicable Local, Federal, and State compliance forms</li> <li>• Authorization/Designation of Payroll Officer</li> <li>• DAS 140 &amp; 142 forms</li> <li>• Fringe Benefit Statement</li> </ul>	<ul style="list-style-type: none"> <li>• Apprenticeship Hiring Ratio – journeyman/apprentice ratio</li> <li>• Section 3 Commitment and Hiring Plan</li> <li>• Onsite Employee Posters and prevailing wages</li> <li>• Onsite Project Announcement</li> </ul>
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**Construction Phase**

Description	Hours
Review weekly payrolls, apprentice information, training funds report, and supporting compliance documents. Prepare Status Report to the City according to City's preference. Collect Section 3 Worker certifications. (3 hours per week for 44 weeks)	132
Work with contractors to correct discrepancies and prepare findings report to City	24
Update of labor and worker hours log	76
Conduct 8 onsite employee interviews (3 hours per site visit)	24
<b>Total Hours</b>	<b>256</b>
<b>Total Cost</b>	<b>\$34,200</b>

**Post-Construction Phase**

Description	Hours
Remedy discrepancies in support of compliance close-out	8
Prepare compliance close-out (finalize contractors' compliance and labor hours/wage reporting and Section 3 Compliance Reports) and file delivery	18
Participate in Close-out Meeting/File Review	4
Prepare HUD Semi-Annual and Annual reports to City	4
<b>Total Hours</b>	<b>34</b>
<b>Total Cost</b>	<b>\$4,590</b>
<b>TOTAL LABOR COMPLIANCE COST</b>	<b>\$43,650</b>

Not to Exceed 45,000

CONTRACT AMENDMENT No 5

Michael Baker International

THIS CONTRACT AMENDMENT No 5 is made and effective this 29<sup>th</sup> day of June, 2022, by and between the CITY OF LODI, a municipal corporation, hereinafter called "City" and Michael Baker International, Inc., a Pennsylvania corporation, qualified to do business in California, hereinafter called "Contractor"

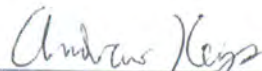
WITNESSETH

- 1 CONTRACT: Contractor and City, entered into an Agreement for Professional Services on September 7, 2017, Contract Amendment No. 1 on December 17, 2018 and March 14, 2019, Contract Amendment No. 2 on October 3, 2019, Contract Extension No. 1 on December 18, 2019, and Contract Extension No. 2 on January 26, 2021, Contract Amendment No 3 on May 19, 2021, and Contract Amendment No. 4 on November 1, 2021 (collectively the "Agreement"), attached hereto as Exhibit A and made a part hereof as though fully set forth herein. Contractor and City now desire to extend the term of the Agreement through June 30, 2023, and increase funding in an amount not to exceed \$125,000.
- 2 TERMS AND CONDITIONS: All other terms and conditions of the Agreement will remain unchanged.

**Counterparts and Electronic Signatures.** This Amendment and other documents to be delivered pursuant to this Amendment may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Amendment or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the Internet) by electronic mail in "portable document format" ("pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software will have the same effect as physical delivery of the paper document bearing an original signature.

CITY OF LODI, a municipal corporation


CONTRACTOR, called "Contractor"

  
\_\_\_\_\_  
STEPHEN SCHWABAUER  
City Manager

  
\_\_\_\_\_  
MICHAEL BAKER INTERNATIONAL, INC., a  
Pennsylvania Corporation, qualified to do business in  
California

Attest:

By Ali Seyedmadani  
Title Vice President

  
\_\_\_\_\_  
Olivia Nashed  
City Clerk

Approved as to Form.

  
\_\_\_\_\_  
JANICE D. MAGDICH  
City Attorney 






# MBI Amendment 5\_CA initialed

Final Audit Report

2022-05-27

Created:	2022-05-27
By:	Lorie Waters (lwaters@lodi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAm9GEPHkyiEhP7mbyzKWZbQNnbhuP5kPa

## "MBI Amendment 5\_CA initialed" History

-  Document created by Lorie Waters (lwaters@lodi.gov)  
2022-05-27 - 3:59:55 PM GMT
-  Document emailed to Ali Seyedmadani (ali.seyedmadani@mbakerintl.com) for signature  
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-  Agreement completed.  
2022-05-27 - 9:16:11 PM GMT

May 12, 2022

Steve Schwabauer, City Manager  
John R. Della Monica Jr., Community Development Director  
CITY OF LODI  
221 W. Pine Street  
Lodi, CA 95240

RE: 2022-23 COMMUNITY DEVELOPMENT BLOCK GRANT ADMINISTRATION – AMENDMENT #5

Dear Mr. Schwabauer and Mr. Della Monica:

Michael Baker International, Inc. (Michael Baker) is pleased to submit this proposal to continue to provide Community Development Block Grant (CDBG) administration for the duration of the 2022-2023 program year (July 1, 2022-June 30, 2023).

Michael Baker's Housing and Community Development team is uniquely positioned to assist the City in administering its CDBG and community development programs. Our long history with the City has allowed our staff to work on a wide variety of efforts, including the City's original CDBG entitlement followed by a decade of administrative support, as well as many of the City's housing development and preservation efforts. Our familiarity with the City's programs and policies combined with our history of collaboration allows us to provide consistent and reliable professional services that directly address staffing and administrative needs.

The team assembled for this effort includes Program Coordinator Tanner Wolverton and Grant Specialist Austin Knudsen. Efforts will be overseen by Derek Wong, AICP, Program Manager. Staff is also supported by our cultural services, labor compliance, and environmental review specialists. The team has implemented CDBG grants for both state recipients and federal entitlement grantees for three years and has experience working alongside City staff to implement successful housing programs.

Again, we appreciate this opportunity to submit. Should you have any program management questions, please contact Mr. Wong at (530) 601-2508 or [dwong@mbakerintl.com](mailto:dwong@mbakerintl.com). For technical questions, please contact Mr. Wolverton at (916) 517-4441 or [tanner.wolverton@mbakerintl.com](mailto:tanner.wolverton@mbakerintl.com).

Sincerely,

MICHAEL BAKER INTERNATIONAL, INC.



Ali Seyedmadani, PhD, PE  
Vice President



Derek Wong, AICP  
Program Manager

## **LODI 2022-23 CDBG PROGRAM YEAR**

The scope and budget below assume a significant increase in assistance from a qualified City of Lodi staff person compared to prior years to undertake tasks in the scope. If assistance is unavailable by September 1, 2022, the City and Michael Baker will agree to renegotiate fees.

### **TASK 1: CDBG-ENTITLEMENT (EN) PLANNING AND ADMINISTRATIVE ACTIVITIES**

Michael Baker will oversee the administration of the 2022-23 CDBG program. Below are tasks that will be completed by Michael Baker staff:

- Prepare and process final subrecipient agreements and interdepartmental agreements
- Coordinate environmental review; obtain signatures and approval as needed
- Facilitate quarterly check-in meetings
- Provide updated beneficiary tracking sheets to subrecipients
- Conduct quarterly reviews of subrecipient performance, provide feedback/corrections, and update IDIS
- Process invoices
- Maintain contact with HUD representative
- Update IDIS system with project information and performance
- Prepare Section 3 reports
- Prepare MBE/WBE reports
- Prepare SF-425 reports
- Prepare Semi-Annual Labor Compliance report
- Monitor subrecipients (number varies with budget remaining and criteria)
- Process budget amendments
- Track budget expenses and spending
- Perform general organizational and administrative tasks
- Train and transition tasks to City Staff

### **TASK 1.1: CLOSEOUT OF 2021-22 CDBG PROGRAM YEAR**

Michael Baker will oversee the closeout of the 2021-22 program year:

- Review performance of all active program year projects for compliance with their agreements (year-end subrecipient reports, etc.)
- Draft and notice CAPER
- Prepare staff report, resolution, and presentation, and attend public hearing
- Submit CAPER to HUD
- Respond to HUD questions and comments
- Close out projects in IDIS

This task will be completed by December 31, 2022.

**TASK 1.2: 2023-24 ANNUAL ACTION PLAN PROCESS**

Michael Baker will oversee the 2023-24 Annual Action Plan Process:

- Notice, advertise, prepare presentation, and facilitate a public meeting for notice of funding availability
- Notice, advertise, prepare presentation, and facilitate one outreach meeting
- Notice, advertise, and prepare two staff reports and presentations for two City Council public hearings, and attend hearings
- Prepare and present staff report for Council meeting
- Assist those submitting applications
- Review and score applications
- Draft and finalize Annual Action Plan
- Enter into IDIS
- Respond to feedback from HUD and coordinate with HUD for final approval

**TASK 2: CDBG-EN ACTIVITY DELIVERY**

Michael Baker will provide Activity Delivery, including labor compliance, environmental compliance, budget tracking, budget and scope amendments, and coordination with stakeholders for the following active projects:

- 22.04 Hale Park Parking Lot Renovation
- 22.05 The Salvation Army – HVAC Replacement
- 22.06 LOEL Senior Center – Restroom and Accessibility Expansion Project (Phase I)

**TASK 3: NEIGHBORHOOD SERVICES DIVISION SUPPORT SERVICES (NON-CDBG)**

Michael Baker staff will provide assistance on additional community development related tasks at the request of the City. This may include but is not limited to assistance with Housing Element implementation, fair housing studies, affordable housing projects, homeless initiatives, and grant writing and administration services. Services under this task will be provided until the task's funds are exhausted, and/or include accommodation for possible negotiation of contract terms.

**BUDGET**

Title	Hourly Rate
Project Manager	\$195
Program Coordinator	\$130
Grant Accountant	\$125
Grant Specialist	\$115
QA/QC Specialist	\$100
Cultural Services Manager	\$220

Cultural Services Specialist	\$90
Labor Compliance Specialist	\$115

\*Hourly rates will be increased by 5% on January 1, 2023.

The cost of completing this project will be billed on a time-and-materials basis up to the not-to-exceed amount shown below. The project will end on June 30, 2023.

Title	Cost
Task 1 – CDBG-EN Planning and Administration Activities	\$70,000 (2022-23)
Task 2 – CDBG-EN Activity Delivery	\$45,000 (2022-23)
Task 3 – Neighborhood Services Division Support Services	\$10,000 (2022-23)

**Amendment #5 amount not to exceed \$125,000**

**Total Contract amount not to exceed \$1,455,898**

CONTRACT AMENDMENT No 4

Michael Baker International

THIS CONTRACT AMENDMENT No. 4 is made and effective this 1 day of ~~October~~ <sup>November</sup>, 2021, by and between the CITY OF LODI, a municipal corporation, hereinafter called "City", and Michael Baker International, Inc., a Pennsylvania corporation, qualified to do business in California, hereinafter called "Contractor."

WITNESSETH:

1. WHEREAS, Contractor and City, entered into an Agreement for Professional Services on September 7, 2017, Contract Amendment No. 1 on December 17, 2018 and March 14, 2019, Contract Amendment No. 2 on October 3, 2019, Contract Extension No. 1 on December 18, 2019, and Contract Extension No. 2 on January 26, 2021, and Contract Amendment No.3 on May 19, 2021, (collectively the "Agreement"), attached hereto as Exhibit A and made a part hereof as though fully set forth herein. Contractor and City now desire to extend the term of the Agreement through June 30, 2022, and increase funding in an amount not to exceed \$150,508; and
2. WHEREAS, City and Contractor agree to amend the Agreement to add the following terms and conditions:
  - a. All files created on behalf of the City from the inception of the Agreement (February 27, 2017), must be provided via an external drive within 60 days of the signing of Amendment No. 4. This request is being made per section 4.19 of the Professional Services Agreement dated February 27, 2017. City agrees to make payment on a time and materials basis for this service.
  - b. Except for files provided under Section 2.a., all future files must be downloaded monthly to the City of Lodi network utilizing the naming convention as currently set up and utilized by Contractor in City of Lodi files.
  - c. Invoices: Contractor shall submit invoices monthly to City following the end of the service month for charges during the prior month
    - i. To ensure compliance with City, County, Federal, and State regulations, City may require additional supporting documentation or clarification of invoiced expenses as follows:
      1. City staff shall notify Contractor to obtain necessary additional documentation or clarification, such as are required to evidence proper charges under the federal funding agreement held by the City.
      2. Contractor shall respond to the request within four (4) business days with required additional documentation or clarification to avoid disallowances and/or delay in payment of invoice, except in the event of unavailability of Contractor staff working under this Agreement due to vacation, medical emergency, or other circumstance outside Contractor's control, such time shall be equitably extended with written request to the City for approval of extension.
  - d. Payments: City will pay for invoiced services rendered by Contractor which have been provided as required under the CDBG Grant funding, even if those services are not expressly stated in Contractor's Scope of Services, but are incidental, usual, and necessary elements of CDBG Program Administration.
    - i. City retains the right to withhold payment on disputed charges (if any) from Contractor's invoices. However, City shall not unreasonably dispute charges, and shall make payment on any charges, which are not disputed in Contractor's invoice

in accordance with the payment terms in the Agreement. Further, upon resolution between the parties of disputed charges (if any), City shall promptly release payment on charges determined to be proper. The parties agree to work in good faith to resolve any such disputes.

- e. Subconsultant: Approval is required by the City for the Contractor to hire a subconsultant. Contractor will be responsible for paying any subconsultant which Contractor has contracted with for professional services and request reimbursement from the City via the standard invoicing process.
  - i. Invoice submitted should include subcontractor invoice.
- f. Subrecipients hired under the Community Development Block Grant:
  - i. Subrecipient invoices shall be coded and submitted for processing within 14 days of receipt by Contractor to ensure Subrecipient can be paid timely by City.
    - 1. Exceptions: Need to be communicated to City within 14 days of receipt.
      - a. Subrecipient invoices need correction;
      - b. Subrecipient agreement not executed;
      - c. Accomplishments and/or labor compliance not being met by Subrecipient; and/or
      - d. Miscellaneous – Reason must be communicated and approved by City
    - ii. All City procurement processes must be followed and sufficiently documented in order for the Subrecipient to be paid by the City. No Subrecipient will be directly paid by Contractor, unless otherwise agreed upon between the parties in writing.
  - g. On behalf of the City, Contractor will solicit and select General or Specialty Construction Contractors (GoSCC) to perform work under home repair-type program:
    - i. Applicable City procurement processes must be followed and sufficiently documented in order for the GoSCC to be paid by the City. In the event of imperfect procurement, the parties shall act in good faith to remedy the procurement process in a timely manner for work to continue on the program.
    - ii. The City will provide in writing to Contractor the City's procurement processes that are applicable and required for each particular type of GoSCC solicitation.
    - iii. No GoSCC will be directly paid by Contractor, unless otherwise agreed upon between the parties in writing.

3. WHEREAS, in the event the additional terms and conditions set forth in paragraph 2 conflict with the Agreement, the terms and conditions set forth herein shall govern and control.

NOW THEREFORE, the parties agree to amend the Agreement as set forth above. All other terms and conditions of the Agreement remain unchanged.

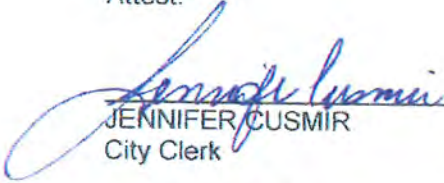
**Counterparts and Electronic Signatures.** This Amendment and other documents to be delivered pursuant to this Amendment may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Amendment or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the Internet), by electronic mail in "portable document format" (.pdf) or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software will have the same effect as physical delivery of the paper document bearing an original signature.

CITY OF LODI, a municipal corporation

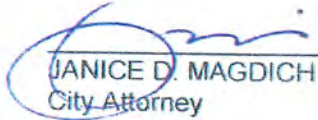


STEPHEN SCHWABAUER  
City Manager

Attest:

  
JENNIFER CUSMIR  
City Clerk

Approved as to Form:

  
JANICE D. MAGDICH  
City Attorney

CONTRACTOR  
called "Contractor"

Ali Seyedmadani

MICHAEL BAKER INTERNATIONAL, INC., a  
Pennsylvania Corporation, qualified to do business in  
California

By: Ali Seyedmadani

Title: Vice President

# MBI Agree Amend 4\_RouteMBI

Final Audit Report

2021-10-27

Created:	2021-10-27
By:	Kari Chadwick (kchadwick@lodi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAABA96H1q2zOFHR_WUUwhU32oJlvyAyol0

## "MBI Agree Amend 4\_RouteMBI" History

-  Document created by Kari Chadwick (kchadwick@lodi.gov)  
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-  Document emailed to Ali Seyedmadani (ali.seyedmadani@mbakerintl.com) for signature  
2021-10-27 - 4:09:46 PM GMT
-  Email viewed by Ali Seyedmadani (ali.seyedmadani@mbakerintl.com)  
2021-10-27 - 4:14:04 PM GMT - IP address: 104.47.56.254
-  Document e-signed by Ali Seyedmadani (ali.seyedmadani@mbakerintl.com)  
Signature Date: 2021-10-27 - 8:25:35 PM GMT - Time Source: server - IP address: 99.185.0.239
-  Agreement completed.  
2021-10-27 - 8:25:35 PM GMT

October 30, 2020 (Original)

*Updated May 6, 2021*

*Updated 7.6.2021 with more details on scope and budget for ARPA (see additions in below)*

*Updated 8.11.2021 with adjustment to scope and budget on ARPA and Home Repair Program tasks in order to accommodate new vendor/costs for lead services (see additions in orange below)*

*Updated 10.20.2021 with Amendment No. 4 which revises the scope and budget for a contract extension that extends work from November 1, 2021, to June 30, 2022. Amendment 4 becomes effective November 1, 2021.*

Steve Schwabauer, City Manager

John R. Della Monica Jr., Community Development Director

**CITY OF LODI**

221 W. Pine Street

Lodi, CA 95240

**RE: 2020-21 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ADMINISTRATION AND NEIGHBORHOOD SERVICES DIVISION SUPPORT SERVICES – AMENDMENT #4**

Dear Mr. Schwabauer and Mr. Della Monica:

Michael Baker International, Inc. (Michael Baker) is pleased to submit this proposal to continue to provide Community Development Block Grant (CDBG) administration and housing program support services for the duration of the program year from November 2021 through June 2022.

Michael Baker's Housing and Community Development team is uniquely positioned to assist the City in administering its CDBG and community development programs. Our long history with the City has allowed our staff to work on a wide variety of efforts, including the City's original CDBG entitlement, followed by a decade of administrative support, and many of the City's housing development and preservation efforts. Our familiarity with the City's programs and policies combined with our history of collaboration allows us to provide consistent and reliable support that directly addresses staffing and administrative needs.

The team assembled for this effort includes Patrice Clemons, our housing services manager, and Clancy Taylor, our CDBG program specialist, as on-site staff. On-site staff is also supported by our labor compliance specialist, housing rehabilitation coordinator, NEPA review specialist, and associate/assistance planners. The team has implemented CDBG and HOME grants for both state recipients and federal entitlement grantees and has experience working alongside City staff to implement successful housing programs.

Recent events, including COVID-19, shelter crises, and affordable housing shortages in the City and across the region, have contributed to the City's growing responsibility to take on new projects /programs to address these urgent needs. Michael Baker is prepared to help support these new programs to create a thriving Lodi community. Should you have any questions, please contact Ms. Clemons at (916) 231-3372 or [pclemons@mbakerintl.com](mailto:pclemons@mbakerintl.com).

Sincerely,

MICHAEL BAKER INTERNATIONAL, INC



Polly Boardman, PMP  
Associate Vice President



Patrice Clemons  
Project Manager

**LODI 2020-21 AND 2021-22 CDBG PROGRAM YEARS**

**TASK 1: CDBG-ENTITLEMENT (EN) PLANNING AND ADMINISTRATIVE ACTIVITIES**

Michael Baker will oversee the coordination of active CDBG projects (listed below), from the initial Annual Action Plan approval, through implementation, to final reports and closeout for the 2020-21 program year period. We will also close out the 2019-20 CDBG projects, including the submittal of the Consolidated Annual Performance and Evaluation Report (CAPER) and closeout in the Integrated Disbursement and Information System (IDIS), and will coordinate the preparation of next year's CDBG projects, which will be conducted through the 2021-22 Annual Action Plan process. *The following year's CDBG projects will be prepared through the 2022-2023 Annual Action Plan Process outlined below. Close-out of the 2021-22 Annual Action Plan is not included in this scope, nor the set-up of new 2022-2023 activities, unless budget remains after all 2021-22 planning and administration activities have been completed.* Pursuant to the US Department of Housing and Urban Development's (HUD) requirements to engage the public throughout these activities, Michael Baker will also coordinate public outreach efforts using several means, including the Asset-Based Community Development (ABCD) program and the Lodi Improvement Committee.

Below are tasks that will be completed by Michael Baker staff during the 2020-21 and 2021-22 program years.

- Prepare and process final subrecipient agreements and interdepartmental agreements
- Coordinate environmental review; obtain signatures and approval as needed
- Facilitate quarterly check-in meetings
- Provide updated beneficiary tracking sheets to subrecipients
- Conduct quarterly reviews of subrecipient performance, provide feedback/corrections, and update IDIS
- Process invoices
- Maintain contact with HUD representative
- Update IDIS system with project information and performance
- Prepare Section 3 reports
- Prepare MBE/WBE reports
- Prepare SF-425 reports
- Prepare Semi-Annual Labor Compliance report
- Monitor subrecipients (number varies with budget remaining and criteria)
- Process budget amendments

- Track budget expenses and spending
- Perform general organizational and administrative tasks

**TASK 1.1: CLOSEOUT OF 2019-20 CDBG PROGRAM YEAR (FALL 2020)**

- Review performance of all active program year projects for compliance with their agreements (year-end subrecipient reports, etc.)
- Draft and notice CAPER
- Prepare staff report, resolution, and presentation, and attend public hearing
- Submit CAPER to HUD
- Respond to HUD questions and comments
- Close out projects in IDIS

**TASK 1.2: CLOSEOUT OF 2020-21 CDBG PROGRAM YEAR (FALL 2021)**

- Review performance of all active program year projects for compliance with their agreements (year-end subrecipient reports, etc.)
- Draft and notice CAPER
- Prepare staff report and attend public hearing
- Submit CAPER to HUD
- Respond to HUD questions and comments
- Close out projects in IDIS

**TASK 1.3: 2021-22 AND 2022-2023 ANNUAL ACTION PLAN PROCESS**

- Notice, advertise, prepare presentation, and facilitate public meeting for notice of funding availability
- Notice, advertise, prepare presentation, and facilitate approximately two outreach meetings
- Notice, advertise, and prepare two staff reports and presentations for two City Council public hearings, and attend
- Prepare two staff reports for Council meeting to set public hearing, and attend
- Assist those submitting applications
- Review and score applications
- Draft and finalize Annual Action Plan
- Enter into IDIS
- Respond to feedback from HUD and coordinate with HUD for final approval

**TASK 1.4: LODI IMPROVEMENT COMMITTEE**

- Draft and finalize monthly CDBG status update reports

- Present monthly CDBG status update
- Coordinate materials and facilitate rubric and application review/scoring
- Provide guidance to Committee on CDBG administration

This activity is limited to the amount of budget remaining in the planning and administration budget after essential activities are covered. Overage on these tasks would fall into non-CDBG Task 4.2 listed below.

**TASK 1.5: OUTREACH – ABCD CITIZEN ENGAGEMENT PROGRAM**

- Co-lead fourth cycle ABCD: Love Your Block program in collaboration with Lodi Chamber of Commerce and resident leaders
- Plan, coordinate, and facilitate meetings/workshops

This activity is limited to the amount of budget remaining in the planning and administration budget after essential activities are covered. Overage on these tasks would fall into non-CDBG Task 4.1 listed below.

**TASK 1.6: ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE (AI)**

- Draft and finalize AI
- Conduct Outreach
- Submit to HUD for approval

This activity is limited to the amount of budget remaining in the grant planning and administration budget. Michael Baker will provide a subtask scope and budget for this activity, upon the request of the City. This task has been put on-hold.

**TASK 2: CDBG-EN ACTIVITY DELIVERY**

Activity Delivery includes labor compliance, environmental compliance, budget tracking, budget and scope amendments, and coordination with stakeholders for project deliverables and schedule:

**TASK 2.1: ACTIVE PROJECTS**

- 16.04 Housing Rehab & Emergency Repair
- 19.02 Blakely Park Restroom Improvements
- 19.03 HEAP Lodi Tiny Homes
- 19.04 Salvation Army HVAC and Refrigerator Repair
- 20.02 Alley Improvement Project
- 21.02 Alley Improvement Project

21.03 Salvation Army – Steam Table

21.04 Lodi House – Refrigerator and Freezer

**TASK 2.2: HOUSING REHABILITATION (16.04) – SPECIAL PROJECT ACTIVITY DELIVERY**

This task includes oversight of the housing rehabilitation (16.04) project. Activity delivery tasks include but are not limited to the following:

- Outreach and marketing
- Environmental
- Application processing, work write-up, procurement, underwriting
- Coordination with contractor on finalizing work write-up, signing construction contract, completing work (with photos, permits, homeowner signature of notice of completion)
- Coordination with homeowners on agreed work write-up, signing of grant agreement and construction contract, responding to concerns that arise, and coordinating the signing of notice of completion, and closing files.
- Preparation of program guidelines and applicable template documents.
- This scope includes MBI staff time to administer this program and no other type of program costs, unless agreed to by City and Michael Baker.
- Additional costs occurred due to resigning of grant agreements and construction contracts with contractor, homeowner and city; revising of budget to accommodate extensive lead abatement, homeowner questions and back-and-forth on the finalizing of scope of work, and coordination during the pandemic.

**TASK 3: CDBG-CORONAVIRUS RESPONSE (CV) PLANNING AND ADMINISTRATIVE ACTIVITIES**

The Coronavirus Aid, Relief, and Economic Security (CARES) Act was signed into law on March 27, 2020, in response to the COVID-19 pandemic and resulting economic downturn. The law allocates \$500 billion for assistance to eligible businesses, states, and municipalities. Specifically, cities, counties, and states are eligible to receive \$5 billion in Community Development Block Grant Coronavirus Response (CDBG-CV) funds from HUD to prevent, prepare, and respond to COVID-19.

The CARES Act allocates \$2 billion to grantees that have or will receive a normal CDBG allocation for fiscal year (FY) 2020. A second distribution of \$2 billion was allocated to states and municipalities based on impacts from COVID-19, and a third distribution was allocated for entitlement CDBG subrecipients, such as Lodi.

Michael Baker prepared this scope of work to administer the share of CDBG-CV funds allocated to the City in the amount of \$796,408 total (Round 1 for \$380,772 and Round 3 for \$415,636).

**TASK 3.1: COVID-19 NEEDS INVENTORY AND ELIGIBILITY ANALYSIS**

Michael Baker will solicit needs for CDBG-CV activities related to various City departments, including Public Works, Parks and Recreation, Police, Fire, and Electric Utility. Michael Baker will also solicit feedback on needs from local service providers, housing providers, economic development providers, and other community stakeholders.

A Needs Inventory Summary will be prepared that considers the preliminary long-term and short-term needs from COVID-19. This will be based on the 1) relation to the existing Consolidated Plan goals; 2) availability of other funding sources; and 3) potential impacts to the City and its residents. Michael Baker staff will prepare survey and questionnaire materials for general impacts as well as specific economic and business impacts. Research and data will be incorporated into the Needs Inventory as it relates to known impacts regionally or statewide. We will present the Needs Inventory Summary to City staff for feedback and comments, especially as related to suggested projects and programs. We will facilitate a virtual meeting with City staff to obtain feedback on the identified needs. We will then incorporate feedback received and provide a final report to City staff.

Michael Baker will determine if the proposed activities are eligible for CDBG-CV funds and will consult with a HUD representative to confirm eligibility. Per the City's request, Michael Baker will also review example business and rental assistance programs and make recommendations for model programs suitable to Lodi in light of the Needs Inventory feedback.

**Tasks:**

- Draft and finalize general impact questionnaire and business impact survey
- Solicit information on COVID-19 related needs from City departments and local and regional stakeholders, including questionnaire interviews and distribution of business impact survey
- Collect data on regional/state impacts
- Conduct preliminary research/analysis on type of business and rental assistance programs
- Draft Needs Inventory Summary
- Attend City staff meeting for feedback on Needs Inventory Summary
- Conduct eligibility determination of projects and consultation with HUD as needed

At the time of writing this proposal, this work already commenced and the budget below provides a breakdown of expenditures to date and remaining.

**TASK 3.2: CONSOLIDATED PLAN, ANNUAL ACTION PLAN, AND CITIZEN PARTICIPATION PLAN AMENDMENTS**

As outlined in the City's Citizen Participation Plan (CPP) and requirements set out by HUD, a substantial amendment is required when adding new projects and additional funding to a current

Annual Action Plan (AAP) and when adding new priority needs and goals to an existing Consolidated Plan. Additionally, due to the urgent nature of the disbursement of CDBG-CV funds, HUD has allowed for flexibilities in the regular program requirements regarding the noticing timeline, funding limits, and public review period for the AAP amendment's approval. Grantees may utilize these flexibilities under the condition that their CPPs be amended to include language specific to responding to a declared emergency. Therefore, Michael Baker will complete the necessary steps to complete the amendments to the City's 2019-2023 Consolidated Plan, 2020-2021 AAP, and current CPP. HUD guidance states that these amendments can be conducted concurrently.

In preparation of the amendments to the Consolidated Plan, AAP and CPP, Michael Baker will draft the Notice of Funding Availability (NOFA), prepare the necessary council communication items, review all applications for funding, coordinate with applicants on any edits or clarifications to their submitted applications, draft and submit a waiver of flexibilities to HUD, and facilitate a NOFA workshop with applicants, potential applicants, and members of the public. Michael Baker will coordinate with the Lodi Improvement Committee to determine which applications and subsequent projects to fund based on criteria from the Needs Inventory Summary, as well as the content and completeness of their applications. Michael Baker will then provide funding recommendations to City Council and the Lodi Improvement Committee.

Michael Baker will draft and process the CPP amendment, as well as the Consolidated Plan and AAP amendments. The CPP amendment will incorporate the necessary language to allow the use of an expedited citizen participation process in the event of a declared emergency, while the Consolidated Plan and AAP amendments will include new needs and goals, the selected CDBG-CV projects, and other updates as a result of the funding of CDBG-CV projects. Michael Baker will set and attend a public hearing for City Council to approve the amendments. Upon approval, Michael Baker staff will complete final edits to the documents and submit them to HUD for review and approval.

**Tasks:**

- Prepare and coordinate notices for amendment approval/NOFA release
- Facilitate NOFA workshop
- Perform application processing/selection/recommendations
- Attend/facilitate Lodi Improvement Committee meeting to score and select applications
- Ask questions/coordinate with applicants
- Conduct waiver processing and HUD coordination
- Draft AAP and Consolidated Plan amendments
- Upload amendments into IDIS
- Draft Citizen Participation Plan amendment
- Prepare staff report and resolution, and present amendments for approval to City Council

### **TASK 3.3: GENERAL ADMINISTRATION**

Once CDBG-CV related activities are awarded, Michael Baker will administer those activities in a manner similar to regular CDBG-funded activities. Michael Baker anticipates administering approximately five new CDBG-CV approved social service activities that will be similar to existing entitlement-funded activities. Should the City select fewer projects, then administrative tasks would be less, and the City may request that Michael Baker submit an updated budget. Michael Baker believes that once the project(s) are selected, it will be an ideal time to reassess administrative expenses and update this scope accordingly. Specialized activities, such as small business loan programs and rental assistance, are not included in the tasks below because they require unique administrative oversight; however, Michael Baker will provide an updated list of additional administrative tasks should these activities be selected. Administrative tasks for CDBG-CV activities will include:

- Invoicing and tracking the program's budget
- File creation and organization
- IDIS updates, activity creation, and maintenance of data and projects
- Timeliness checks
- Tracking program and subrecipient progress
- Quarterly desk monitoring of subrecipient compliance
- Troubleshooting systems and assistance to subrecipients
- Quarterly performance report tracking
- Drafting the CAPER
- General program coordination and administration
- Subrecipient monitoring (optional)
- Community engagement (optional)

Notifying the City accordingly, Michael Baker will also stay up to date on the new informational releases from HUD, the City's CPD field office, and local agencies and organizations related to CDBG-CV funding developments.

Staff will also conduct activities for closing out the CDBG-CV program, including the following:

- Review performance of all active program year projects for compliance with their agreements (year-end subrecipient reports, etc.)
- Draft and notice CAPER
- Prepare staff report, resolution, and presentation, and attend public hearing
- Submit CAPER to HUD for approval
- Respond to HUD questions and comments
- Close out projects in IDIS

**TASK 3.4: ENVIRONMENTAL REVIEW**

Michael Baker will conduct environmental review of selected CDBG-CV activities in compliance with National Environmental Policy Act (NEPA). Michael Baker anticipates review of approximately five social services activities. Should capital improvement-type projects be selected for CDBG-CV funding, Michael Baker will present an estimate of hours to the City once the project scope of work is identified; such costs are eligible under project costs instead of administrative costs under the CDBG-CV funds.

**TASK 3.5: SPECIALIZED ACTIVITIES PROGRAM (OPTIONAL)**

CDBG-CV funds can be used on activities such as small business loan programs and rental assistance. Should the City select these activities, Michael Baker will work with the City to identify any program administrative needs.

**TASK 3.6: ECONOMIC RESILIENCY PROGRAM (OPTIONAL)**

At the request of the City, Michael Baker may also administer an Economic Resiliency Program. An Economic Resiliency Program would be designed to grow businesses in the City, which may include microloan programs, jumpstart loan programs, and crowd-funded loan programs.

**TASK 4: NEIGHBORHOOD SERVICES DIVISION SUPPORT SERVICES (NON-CDBG)**

Michael Baker staff will complete the following tasks as part of the non-CDBG funded project work previously completed by the Neighborhood Services Manager and Department. These areas of support include but are not limited to housing element implementation, fair housing studies, affordable housing projects, homeless initiatives, and grant writing and administration services.

**TASK 4.1: ABCD PROGRAM**

- Co-lead fourth cycle ABCD: Love Your Block program in collaboration with Lodi Chamber of Commerce and resident leaders
- Plan, coordinate, and facilitate meetings/workshops

To the extent planning and administrative budget remains, then key community engagement efforts conducted under this activity, can be allocated to Task 1 above.

**TASK 4.2: LIAISON TO LODI IMPROVEMENT COMMITTEE, PER MEETING**

- Draft agenda, staff report, and presentation
- Gather data or reach out to bring in speakers, as needed, for meetings
- Provide direction on quorum, schedule meetings, and schedule translators as needed
- Communicate with members and provide direction/support regarding questions (i.e., send agenda, provide report/presentation to members)

- Support implementation of goals by Lodi Improvement Committee members through research and connecting members to resources
- Attend meeting and present report/presentation
- Facilitate annual goal setting meeting
- Attend 11 meetings a year

**TASK 4.3: LODIGRIP PROGRAM**

- Michael Baker can assist with the LodiGRIP program on an as-needed basis

**TASK 4.4: HEAP GRANT ADMINISTRATION**

Michael Baker will assist the City of Lodi in managing and administering the use of HEAP grant funds, which were awarded in 2019 by the San Joaquin Continuum of Care. Tasks include coordinating with the City and partners to administer the use of the allocated funds, preparing a draft grant agreement with assistance from the City attorney, processing reimbursement requests, budget tracking, grant reporting, status updates provided to the funder and partner organizations, and general project coordination.

Additionally, Michael Baker will conduct community engagement with the public to gather feedback on the site and design of the project. Activities may include preparation of a public engagement strategy, survey, press releases, public meeting facilitation, preparation of presentation to stakeholder groups, and staff report and presentation to the City Council.

Michael Baker anticipates that the City will be responsible for the following aspects of managing and maintaining the administration of this grant, including reviewing grant information, responding to requests for information from the public, accounting, approving payments once submitted, and coordinating with partner agencies.

**TASK 4.5: 2020 HOME GRANT APPLICATION (CREEKSIDE APARTMENTS)**

Michael Baker will assist the City in preparing a HOME grant application. The City is currently vetting the opportunity to partner with the local housing authority for rehabilitation of a private apartment complex. The housing authority would purchase the land and site and the City would provide financing through the HOME grant for rehabilitation of the units. Michael Baker anticipates drafting parts of the HOME grant application in partnership with the housing authority.

**TASK 4.6: HOME ANNUAL REPORTING**

Michael Baker will prepare and submit an annual HOME report to the Department of Housing and Community Development (HCD) on the status of first-time homebuyer loans from previous HOME loans provided by the City.

**TASK 4.7: HOUSING ELEMENT - ANNUAL PERFORMANCE REVIEW AND PROGRAM IMPLEMENTATION**

Michael Baker will prepare the annual performance review report, which tracks the City's progress towards implementation of its Housing Element programs. Michael Baker will assist the City in implementation of its housing programs on an as-needed basis.

**TASK 4.8: OTHER GRANT APPLICATIONS AND ADMINISTRATION**

Michael Baker will assist the City in applying for grants, and managing and administering the use of awarded grant funds. Tasks may include drafting and finalizing grant applications, coordinating with the City and partners to administer the use of the allocated funds, preparing a draft grant agreement with assistance from the City attorney, processing reimbursement requests, budget tracking, grant reporting, status updates provided to the funder and partner organizations, and general project coordination.

The City has the following grant programs which Michael Baker could help the City in administering. Should the City like our assistance with a grant application and/or administration of these or additional grant programs, Michael Baker will provide a scope of services and budget for City review and approval.

*Existing Grant Applications:*

- CARES– Senior Meals Program
- HHAP
- PLHA
- SB89
- Great Plates

**TASK 4.9: AMERICAN RESCUE PLAN ACT SMALL BUSINESS ASSISTANCE ADMINISTRATION**

Michael Baker will assist the City in administering the American Rescue Plan Small Business Assistance Program. This program is intended to pay past CDBG-CV Small Business Assistance awardees and non-selected applicants their full award request. Michael Baker will communicate with past applicants of this program to request additional information and documentation. Using this information, we will determine their eligibility for American Rescue Plan funds, draft and coordinate the signing of recipient agreements, and organize the claim vouchers and supporting documentation for the City to pay the businesses their requested funds.

**UPDATE TO SCOPE OF WORK FOR TASK 4.9:**

**TASK 4.9: AMERICAN RESCUE PLAN ACT SMALL BUSINESS ASSISTANCE ADMINISTRATION**

Michael Baker will assist the City in administering the American Rescue Plan Small Business Assistance Program. This program is intended to pay past CDBG-CV Small Business Assistance

awardees and non-selected applicants their full award request. Michael Baker will communicate with past applicants of this program to request additional information and documentation. Using this information, we will determine their eligibility for American Rescue Plan funds, draft and coordinate the signing of recipient agreements, and organize the claim vouchers and supporting documentation for the City to pay the businesses their requested funds. We understand that this is for the processing of 27 applications. Michael Baker will provide status update to the City on Monday and Thursday of each week to ensure the timeline is being met. Attachment A contains details of how these will be processed.

The estimated schedule:

1. Timeline

- a. Week 1
  - i. Send initial email with documentation request
- b. Week 2- 3
  - i. **Only 2 week turn-around**
  - ii. Determine if business qualifies for the SBA program
  - iii. Check if all required information received, reach out to business directly for additional information if needed
  - iv. Prep subrecipient agreements
- c. Week 3-4
  - i. End of week 3 – receive all required documentation from applicants
  - ii. Disqualify business if information is not received
- d. Week 3-4 (dependent on information received from applicants)
  - i. Perform a Duplication of Benefits analysis
  - ii. Disqualify business if results in Duplication of Benefits
  - iii. Finalize subrecipient agreements
  - iv. Send W-9s to accounting in a batch for entering into system
- e. Week 5
  - i. Send businesses their subrecipient agreements; might be done in two batches if needed to prevent the hold up
  - ii. **3 DAYS only to respond**
  - iii. **Contact businesses that need revised W-9s – QUICK turn around**
  - iv. Start claim vouchers
- f. Week 6-7
  - i. City executes agreements
  - ii. Finalize Create claim vouchers, submit to City, one excel sheet with each business has its own tab
  - iii. Packaging/place in files the W-9; signed agreement, and claim voucher ready in the files
  - iv. Physical copy will be printed out later
- g. Week 7-8
  - i. City issues payments

**CITY OF LODI**

**RE: 2020-21 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ADMINISTRATION AND  
Neighborhood SERVICES Division SUPPORT SERVICES**

Michael Baker staff assigned to this task include Patrice Clemons, Tanner Wolverton, Clancy Taylor, and Marcus Richards or another MBI planner. The reason for the additional unnamed staff is to make sure we have the capacity to move the processing to meet the timeline above.

Michael Baker estimates times/materials cost of \$47,000.

*The original allocation for the ARPA task was \$60,000. By reducing it to \$47,000, this leaves \$13,000 in unallocated funds under this contract. This unallocated amount will now be allocated towards vendor services for lead abatement. Note that these lead abatement services costs will not come out of the existing "CDBG – EN Activity Delivery Housing Rehab" Task below because those funds are already accounted for.*

**BUDGET**

Michael Baker can provide the program support you need using a combination of the regular presence of two local staff persons, the occasional presence of our senior staff, and the support of the entire Michael Baker Housing and Community Development team. Our senior staff would provide daily guidance and support to local staff as well as be in contact with City staff as needed. Other Michael Baker staff would be available to support the program, as required.

We believe this flexible staffing arrangement using associate staff to provide day-to-day on-site and remote assistance, supported by senior staff, will offer the City a cost-efficient service while also supplying the skills and knowledge of staff experienced in the development and implementation of multiple programs.

This arrangement would also offer the City a level of redundancy when the need arises for additional effort or special projects, or if staff are sick or on vacation. Additional staff can be made available for other specialized activities.

Title	Hourly Rate
Housing and Community Development Lead	\$140.00
Program Coordinator	\$125.00
Labor Compliance Specialist	\$102.00
Associate Housing Planner II	\$108.00
Associate Housing Planner	\$100.00
Assistant Housing Planner II	\$95.00
Assistant Housing Planner	\$90.00
Housing Grant Specialist	\$85.00
Planning Technician	\$78.00
Housing Rehabilitation Specialist	\$95.00
NEPA Environmental Specialist	\$100.00

**CITY OF LODI**

**RE: 2020-21 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ADMINISTRATION AND  
Neighborhood SERVICES Division SUPPORT SERVICES**

Due to COVID-19 and urgent grant opportunities and project deadlines, the City of Lodi requested the assistance of Michael Baker staff on multiple grant programs over the last few months. Assignments included grant applications and assistance with the following programs: Lodi Committee on Homelessness, homeless issues/Navigation Center, HEAP and Harmony Homes project, HHAP, and CARES Senior Meals Program. Also, Lodi's minor housing repair program experienced a large influx of applications, resulting in added tasks. *This additional work resulted in an average occurring in September and October.*

**Amendment No. 4:** To update the table below, original columns were deleted and new columns were added in red below. Activities that are marked as closed will not be billable activities beginning November and through this contract extension period (ending June 2022). Any left-over funds from these closed activities can be applied to other active activities below, per the agreement between Michael Baker and the City.

2020-2021 and 2021- 2022 Contract Period				
	Tasks	Existing Contract	Amendment No. 4	Contract Max
<b>Task 1, 2, and 3:</b> CDBG Planning and Administration and Activity Delivery for EN and CV Grants	2020-2021 CDBG – EN Planning and Administration (Nov-June 2021)	\$108,500	\$0	\$108,500 <i>Closed</i>
	2020-2021 CDBG – EN Activity Delivery (until June 2021)	\$34,935	\$0	\$34,935 <i>Closed</i>
	CDBG – EN Activity Delivery Housing Rehab (On-going, until June 2022)	\$84,000	\$10,000	\$94,000
	CDBG – LIC (reimbursed by 2020-2021 CDBG EN – Plan/Admin – July-Oct)	\$6,349	\$0	\$6,349 <i>Closed</i>
	CDBG – HOME FTHB Annual Reporting (reimbursed by 2020-2021 CDBG EN – Plan/Admin, until June 2021)	\$1,809	\$0	\$1,809 <i>Closed</i>
	CDBG – ABCD (reimbursed by 2020-2021 CDBG EN – Plan/Admin – July-Oct 2021)	\$1,080	\$0	\$1,080 <i>Closed</i>

CITY OF LODI

RE: 2020-21 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ADMINISTRATION AND  
Neighborhood SERVICES Division SUPPORT SERVICES

2020-2021 and 2021- 2022 Contract Period	Tasks	Existing Contract	Amendment No. 4	Contract Max
	2021-2022 CDBG – EN Planning and Administration (July-June 2022)	\$38,000	\$57,900	\$95,900
	CDBG – LIC (reimbursed by 2021-2022 CDBG EN – Plan/Admin) (until June 2022)	\$810	\$1,620	\$2,430
	CDBG – ABCD (reimbursed by 2021-2022 CDBG EN – Plan/Admin)	\$1620	\$4,240	\$5,860
	CDBG – HOME FTHB Annual Reporting (reimbursed by 2021-2022 CDBG EN – Plan/Admin)	\$0	\$1,809	\$1,809
	2021-2022 CDBG – EN Activity Delivery (July-June) (based on an estimate however actual expenses may vary slightly)	\$12,000	\$50,764	\$62,764
	CDBG – CV (Round 1 and 3) Task 3.1	\$15,000	\$0	\$15,000
	CDBG – CV (Round 1 and 3) Tasks 3.2 through 3.4 – Planning and Administration	\$67,285	\$20,000	\$87,285
	CDBG-CV ESG-CV	\$9,000	\$0	\$9,000
	CDBG CV CARES Elderly	\$4,100	\$0	\$4,100
	Other CV Grant Research/Misc.	\$5,000	\$0	\$5,000
	CDBG – CV SBA Activity Delivery	\$50,000	\$0	\$50,000
	<b>TOTAL CDBG Funded Activities</b>	<b>\$439,488</b>	<b>\$146,333</b>	<b>\$585,821</b>
<b>Task 4:</b> Neighborhood Services Division Support Services (Non-CDBG)	Non-CDBG – ABCD	\$5,270	\$0	\$5,270
	Non-CDBG - Lodi Improvement Committee	\$7,392	\$0	\$7,392
	LodiGRIP Program	TBD	\$0	\$0
	HEAP Grant Administration	\$32,000	\$0	\$32,000 <i>Closed</i>

CITY OF LODI

RE: 2020-21 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ADMINISTRATION AND  
 Neighborhood SERVICES Division SUPPORT SERVICES

2020-2021 and 2021- 2022 Contract Period	Tasks	Existing Contract	Amendment No. 4	Contract Max
	HOME Grant Application (Creekside Apts)	\$465	\$175	\$640
	HE Annual Performance Review and Implementation	\$6,960	\$4,000	\$10,960
	Other Grant Administration - HHAP Grant Application	\$13,500	\$0	\$13,500 <i>Closed</i>
	PLHA Grant Application	\$7,100	\$0	\$7,100
	ADA Coordinator	\$1,485	\$0	\$1,485
	Lodi Committee on Homeless (LCOH)	\$13,000	\$0	\$13,000 <i>Closed</i>
	Access Center Outreach/Engagement	\$7,560	\$0	\$7,560
	American Rescue Plan Act Small Business Assistance/Public Services Program Administration*	\$47,000	\$0	\$47,000
	<i>Lead Abatement – Vendor Services</i>	<i>\$13,000</i>	<i>\$0</i>	<i>\$13,000</i>
	<b>TOTAL HOUSING PROJECTS (NON-CDBG)</b>	<b>\$154,732</b>	<b>\$4,175</b>	<b>\$158,907</b>
	<b>Total</b>	<b>\$594,220**</b>	<b>\$150,508</b>	<b>\$744,728</b>

\*The City and Michael Baker will come to an agreement on specified scope of work and budget, prior to beginning work for this task. \*\*Includes overage from prior year contract expenses.

CONTRACT AMENDMENT No 3

Michael Baker International

THIS CONTRACT AMENDMENT No 3 is made and effective this 24<sup>th</sup> June BT day of ~~May~~, 2021 by and between the CITY OF LODI, a municipal corporation, hereinafter called "CITY", and Michael Baker International, a Pennsylvania corporation hereinafter called "Contractor."

WITNESSETH.

1 CONTRACT: Contractor and City, entered into an Agreement for Professional Services on February 27, 2018, Contract Amendment No. 1 on March 14, 2019, Contract Amendment No. 2 on October 3, 2019, Contract Extension No. 1 on December 18, 2019, and Contract Extension No. 2 on January 26, 2021 (Collectively the "Agreement"), attached hereto as Exhibit A and made a part hereof as though fully set forth herein. Contractor and City now desire to expand the scope of services to include the administration of Coronavirus relief grants as awarded, housing and homeless grants as awarded, American Rescue Plan Act funding as allocated, State and Federal grants as applied for, and annual housing element reporting in an amount not to exceed \$371,220.

2. TERMS AND CONDITIONS: All other terms and conditions of the Agreement will remain unchanged.

Counterparts and Electronic Signatures. This Agreement and other documents to be delivered pursuant to this Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the Internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software will have the same effect as physical delivery of the paper document bearing an original signature.

CITY OF LODI a municipal corporation

CONTRACTOR  
called "Contractor"

Andrew Key for

Caroline Brabrook

STEPHEN SCHWABAUER  
City Manager

Caroline Brabrook - 0111 - 5044 0916 PDF

MICHAEL BAKER INTERNATIONAL, a Pennsylvania Corporation

Attest:

By: Caroline Brabrook

Pamela M. Ferris

Title: Associate Vice President

JENNIFER CUSMIR  
City Clerk

Approved as to Form.

JANICE D MAGDICH  
City Attorney






# 05-19-21\_MBI\_Amend3\_Sent\_MBI\_060921

Final Audit Report

2021-06-17

Created	2021-06-09
By	Kari Chadwick (kchadwick@lodi.gov)
Status	Signed
Transaction ID	CBJCHBCAABAAzQQ2lwQlb7AC43ywSKShqPCkIK6Uuxu5

## "05-19-21\_MBI\_Amend3\_Sent\_MBI\_060921" History

-  Document created by Kari Chadwick (kchadwick@lodi.gov)  
2021-06-09 - 3:43:35 PM GMT- IP address: 209.23.214.254
-  Document emailed to Caroline Brabrook (caroline.brabrook@mbakerintl.com) for signature  
2021-06-09 - 3:44:38 PM GMT
-  Email viewed by Caroline Brabrook (caroline.brabrook@mbakerintl.com)  
2021-06-17 - 4:15:54 PM GMT- IP address: 104.47.58.254
-  Document e-signed by Caroline Brabrook (caroline.brabrook@mbakerintl.com)  
Signature Date: 2021-06-17 - 4:16:07 PM GMT - Time Source: server- IP address: 71.212.110.141
-  Agreement completed.  
2021-06-17 - 4:16:07 PM GMT

October 30, 2020

*Updated May 6, 2021*

Steve Schwabauer, City Manager  
John R. Della Monica Jr., Community Development Director  
**CITY OF LODI**  
221 W. Pine Street  
Lodi, CA 95240

**RE: 2020-21 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ADMINISTRATION AND NEIGHBORHOOD SERVICES DIVISION SUPPORT SERVICES**

Dear Mr. Schwabauer and Mr. Della Monica:

Michael Baker International, Inc. (Michael Baker) is pleased to submit this proposal to continue to provide Community Development Block Grant (CDBG) administration and housing program support services.

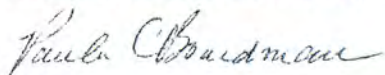
Michael Baker's Housing and Community Development team is uniquely positioned to assist the City in administering its CDBG and community development programs. Our long history with the City has allowed our staff to work on a wide variety of efforts, including the City's original CDBG entitlement, followed by a decade of administrative support, and many of the City's housing development and preservation efforts. Our familiarity with the City's programs and policies combined with our history of collaboration allows us to provide consistent and reliable support that directly addresses staffing and administrative needs.

The team assembled for this effort includes Patrice Clemons, our housing services manager, and Chance Finley-Ross, our CDBG program specialist, as on-site staff. On-site staff is also supported by our labor compliance specialist, housing rehabilitation coordinator, NEPA review specialist, and associate/assistance planners. The team has implemented CDBG and HOME grants for both state recipients and federal entitlement grantees and has experience working alongside City staff to implement successful housing programs.

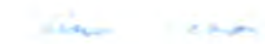
Recent events, including COVID-19, shelter crises, and affordable housing shortages in the City and across the region, have contributed to the City's growing responsibility to take on new projects /programs to address these urgent needs. Michael Baker is prepared to help support these new programs to create a thriving Lodi community. Should you have any questions, please contact Ms. Clemons at (916) 231-3372 or [pclemons@mbakerintl.com](mailto:pclemons@mbakerintl.com).

Sincerely,

MICHAEL BAKER INTERNATIONAL, INC



Polly Boardman, PMP  
Associate Vice President



Patrice Clemons  
Project Manager

## **LODI 2020-21 CDBG PROGRAM YEAR**

### **TASK 1: CDBG-ENTITLEMENT (EN) PLANNING AND ADMINISTRATIVE ACTIVITIES**

Michael Baker will oversee the coordination of active CDBG projects (listed below), from the initial Annual Action Plan approval, through implementation, to final reports and closeout for the 2020-21 program year period. We will also close out the 2019-20 CDBG projects, including the submittal of the Consolidated Annual Performance and Evaluation Report (CAPER) and closeout in the Integrated Disbursement and Information System (IDIS), and will coordinate the preparation of next year's CDBG projects, which will be conducted through the 2021-22 Annual Action Plan process. Pursuant to the US Department of Housing and Urban Development's (HUD) requirements to engage the public throughout these activities, Michael Baker will also coordinate public outreach efforts using several means, including the Asset-Based Community Development (ABCD) program and the Lodi Improvement Committee.

Below are tasks that will be completed by Michael Baker staff during the 2020-21 program year.

- Prepare and process final subrecipient agreements and interdepartmental agreements
- Coordinate environmental review; obtain signatures and approval as needed
- Facilitate quarterly check-in meetings
- Provide updated beneficiary tracking sheets to subrecipients
- Conduct quarterly reviews of subrecipient performance, provide feedback/corrections, and update IDIS
- Process invoices
- Maintain contact with HUD representative
- Update IDIS system with project information and performance
- Prepare Section 3 reports
- Prepare MBE/WBE reports
- Prepare SF-425 reports
- Prepare Semi-Annual Labor Compliance report
- Monitor subrecipients (number varies with budget remaining and criteria)
- Process budget amendments
- Track budget expenses and spending
- Perform general organizational and administrative tasks

### **TASK 1.1: CLOSEOUT OF 2019-20 CDBG PROGRAM YEAR (FALL 2020)**

- Review performance of all active program year projects for compliance with their agreements (year-end subrecipient reports, etc.)
- Draft and notice CAPER
- Prepare staff report, resolution, and presentation, and attend public hearing

- Submit CAPER to HUD
- Respond to HUD questions and comments
- Close out projects in IDIS

**TASK 1.2: CLOSEOUT OF 2020-21 CDBG PROGRAM YEAR (FALL 2021)**

- Review performance of all active program year projects for compliance with their agreements (year-end subrecipient reports, etc.)
- Draft and notice CAPER
- Prepare staff report and attend public hearing
- Submit CAPER to HUD
- Respond to HUD questions and comments
- Close out projects in IDIS

**TASK 1.3: 2021-22 ANNUAL ACTION PLAN PROCESS**

- Notice, advertise, prepare presentation, and facilitate public meeting for notice of funding availability
- Notice, advertise, prepare presentation, and facilitate approximately two outreach meetings
- Notice, advertise, and prepare two staff reports and presentations for two City Council public hearings, and attend
- Prepare two staff reports for Council meeting to set public hearing, and attend
- Assist those submitting applications
- Review and score applications
- Draft and finalize Annual Action Plan
- Enter into IDIS
- Respond to feedback from HUD and coordinate with HUD for final approval

**TASK 1.4: LODI IMPROVEMENT COMMITTEE**

- Draft and finalize monthly CDBG status update reports
- Present monthly CDBG status update
- Coordinate materials and facilitate rubric and application review/scoring
- Provide guidance to Committee on CDBG administration

This activity is limited to the amount of budget remaining in the planning and administration budget after essential activities are covered. Overage on these tasks would fall into non-CDBG Task 4.2 listed below.

**TASK 1.5: OUTREACH – ABCD CITIZEN ENGAGEMENT PROGRAM**

- Co-lead fourth cycle ABCD: Love Your Block program in collaboration with Lodi Chamber of Commerce and resident leaders
- Plan, coordinate, and facilitate meetings/workshops

This activity is limited to the amount of budget remaining in the planning and administration budget after essential activities are covered. Overage on these tasks would fall into non-CDBG Task 4.1 listed below.

**TASK 1.6: ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE (AI)**

- Draft and finalize AI
- Conduct Outreach
- Submit to HUD for approval

This activity is limited to the amount of budget remaining in the grant planning and administration budget. Michael Baker will provide a subtask scope and budget for this activity, upon the request of the City.

**TASK 2: CDBG-EN ACTIVITY DELIVERY**

**TASK 2.1: ACTIVE PROJECTS**

- 16.04 Housing Rehab & Emergency Repair
- 19.02 Blakely Park Restroom Improvements
- 19.03 HEAP Lodi Tiny Homes
- 19.04 Salvation Army HVAC and Refrigerator Repair
- 20.02 Alley Improvement Project

**TASK 2.2: HOUSING REHABILITATION (16.04) – SPECIAL PROJECT ACTIVITY DELIVERY**

This task includes oversight of the housing rehabilitation (16.04) project. Activity delivery tasks include but are not limited to the following:

- Outreach and marketing
- Environmental
- Application processing, work write-up, procurement, underwriting
- Direct assistance (loans/grants, includes soft costs, fees)

### **TASK 3: CDBG-CORONAVIRUS RESPONSE (CV) PLANNING AND ADMINISTRATIVE ACTIVITIES**

The Coronavirus Aid, Relief, and Economic Security (CARES) Act was signed into law on March 27, 2020, in response to the COVID-19 pandemic and resulting economic downturn. The law allocates \$500 billion for assistance to eligible businesses, states, and municipalities. Specifically, cities, counties, and states are eligible to receive \$5 billion in Community Development Block Grant Coronavirus Response (CDBG-CV) funds from HUD to prevent, prepare, and respond to COVID-19.

The CARES Act allocates \$2 billion to grantees that have or will receive a normal CDBG allocation for fiscal year (FY) 2020. A second distribution of \$2 billion was allocated to states and municipalities based on impacts from COVID-19, and a third distribution was allocated for entitlement CDBG subrecipients, such as Lodi.

Michael Baker prepared this scope of work to administer the share of CDBG-CV funds allocated to the City in the amount of \$796,408 total (Round 1 for \$380,772 and Round 3 for \$415,636).

#### **TASK 3.1: COVID-19 NEEDS INVENTORY AND ELIGIBILITY ANALYSIS**

Michael Baker will solicit needs for CDBG-CV activities related to various City departments, including Public Works, Parks and Recreation, Police, Fire, and Electric Utility. Michael Baker will also solicit feedback on needs from local service providers, housing providers, economic development providers, and other community stakeholders.

A Needs Inventory Summary will be prepared that considers the preliminary long-term and short-term needs from COVID-19. This will be based on the 1) relation to the existing Consolidated Plan goals; 2) availability of other funding sources; and 3) potential impacts to the City and its residents. Michael Baker staff will prepare survey and questionnaire materials for general impacts as well as specific economic and business impacts. Research and data will be incorporated into the Needs Inventory as it relates to known impacts regionally or statewide. We will present the Needs Inventory Summary to City staff for feedback and comments, especially as related to suggested projects and programs. We will facilitate a virtual meeting with City staff to obtain feedback on the identified needs. We will then incorporate feedback received and provide a final report to City staff.

Michael Baker will determine if the proposed activities are eligible for CDBG-CV funds and will consult with a HUD representative to confirm eligibility. Per the City's request, Michael Baker will also review example business and rental assistance programs and make recommendations for model programs suitable to Lodi in light of the Needs Inventory feedback.

#### Tasks:

- Draft and finalize general impact questionnaire and business impact survey

- Solicit information on COVID-19 related needs from City departments and local and regional stakeholders, including questionnaire interviews and distribution of business impact survey
- Collect data on regional/state impacts
- Conduct preliminary research/analysis on type of business and rental assistance programs
- Draft Needs Inventory Summary
- Attend City staff meeting for feedback on Needs Inventory Summary
- Conduct eligibility determination of projects and consultation with HUD as needed

At the time of writing this proposal, this work already commenced and the budget below provides a breakdown of expenditures to date and remaining.

**TASK 3.2: CONSOLIDATED PLAN, ANNUAL ACTION PLAN, AND CITIZEN PARTICIPATION PLAN AMENDMENTS**

As outlined in the City's Citizen Participation Plan (CPP) and requirements set out by HUD, a substantial amendment is required when adding new projects and additional funding to a current Annual Action Plan (AAP) and when adding new priority needs and goals to an existing Consolidated Plan. Additionally, due to the urgent nature of the disbursement of CDBG-CV funds, HUD has allowed for flexibilities in the regular program requirements regarding the noticing timeline, funding limits, and public review period for the AAP amendment's approval. Grantees may utilize these flexibilities under the condition that their CPPs be amended to include language specific to responding to a declared emergency. Therefore, Michael Baker will complete the necessary steps to complete the amendments to the City's 2019-2023 Consolidated Plan, 2020-2021 AAP, and current CPP. HUD guidance states that these amendments can be conducted concurrently.

In preparation of the amendments to the Consolidated Plan, AAP and CPP, Michael Baker will draft the Notice of Funding Availability (NOFA), prepare the necessary council communication items, review all applications for funding, coordinate with applicants on any edits or clarifications to their submitted applications, draft and submit a waiver of flexibilities to HUD, and facilitate a NOFA workshop with applicants, potential applicants, and members of the public. Michael Baker will coordinate with the Lodi Improvement Committee to determine which applications and subsequent projects to fund based on criteria from the Needs Inventory Summary, as well as the content and completeness of their applications. Michael Baker will then provide funding recommendations to City Council and the Lodi Improvement Committee.

Michael Baker will draft and process the CPP amendment, as well as the Consolidated Plan and AAP amendments. The CPP amendment will incorporate the necessary language to allow the use of an expedited citizen participation process in the event of a declared emergency, while the Consolidated Plan and AAP amendments will include new needs and goals, the selected CDBG-CV projects, and other updates as a result of the funding of CDBG-CV projects. Michael Baker will set and attend a public hearing for City Council to approve the amendments. Upon approval, Michael Baker staff will complete final edits to the documents and submit them to HUD for review and approval.

Tasks:

- Prepare and coordinate notices for amendment approval/NOFA release
- Facilitate NOFA workshop
- Perform application processing/selection/recommendations
- Attend/facilitate Lodi Improvement Committee meeting to score and select applications
- Ask questions/coordinate with applicants
- Conduct waiver processing and HUD coordination
- Draft AAP and Consolidated Plan amendments
- Upload amendments into IDIS
- Draft Citizen Participation Plan amendment
- Prepare staff report and resolution, and present amendments for approval to City Council

**TASK 3.3: GENERAL ADMINISTRATION**

Once CDBG-CV related activities are awarded, Michael Baker will administer those activities in a manner similar to regular CDBG-funded activities. Michael Baker anticipates administering approximately five new CDBG-CV approved social service activities that will be similar to existing entitlement-funded activities. Should the City select fewer projects, then administrative tasks would be less, and the City may request that Michael Baker submit an updated budget. Michael Baker believes that once the project(s) are selected, it will be an ideal time to reassess administrative expenses and update this scope accordingly. Specialized activities, such as small business loan programs and rental assistance, are not included in the tasks below because they require unique administrative oversight; however, Michael Baker will provide an updated list of additional administrative tasks should these activities be selected. Administrative tasks for CDBG-CV activities will include:

- Invoicing and tracking the program's budget
- File creation and organization
- IDIS updates, activity creation, and maintenance of data and projects
- Timeliness checks
- Tracking program and subrecipient progress
- Quarterly desk monitoring of subrecipient compliance
- Troubleshooting systems and assistance to subrecipients
- Quarterly performance report tracking
- Drafting the CAPER
- General program coordination and administration
- Subrecipient monitoring (optional)
- Community engagement (optional)

Notifying the City accordingly, Michael Baker will also stay up to date on the new informational releases from HUD, the City's CPD field office, and local agencies and organizations related to CDBG-CV funding developments.

Staff will also conduct activities for closing out the CDBG-CV program, including the following:

- Review performance of all active program year projects for compliance with their agreements (year-end subrecipient reports, etc.)
- Draft and notice CAPER
- Prepare staff report, resolution, and presentation, and attend public hearing
- Submit CAPER to HUD for approval
- Respond to HUD questions and comments
- Close out projects in IDIS

**TASK 3.4: ENVIRONMENTAL REVIEW**

Michael Baker will conduct environmental review of selected CDBG-CV activities in compliance with National Environmental Policy Act (NEPA). Michael Baker anticipates review of approximately five social services activities. Should capital improvement-type projects be selected for CDBG-CV funding, Michael Baker will present an estimate of hours to the City once the project scope of work is identified; such costs are eligible under project costs instead of administrative costs under the CDBG-CV funds.

**TASK 3.5: SPECIALIZED ACTIVITIES PROGRAM (OPTIONAL)**

CDBG-CV funds can be used on activities such as small business loan programs and rental assistance. Should the City select these activities, Michael Baker will work with the City to identify any program administrative needs.

**TASK 3.6: ECONOMIC RESILIENCY PROGRAM (OPTIONAL)**

At the request of the City, Michael Baker may also administer an Economic Resiliency Program. An Economic Resiliency Program would be designed to grow businesses in the City, which may include microloan programs, jumpstart loan programs, and crowd-funded loan programs.

**TASK 4: NEIGHBORHOOD SERVICES DIVISION SUPPORT SERVICES (NON-CDBG)**

Michael Baker staff will complete the following tasks as part of the non-CDBG funded project work previously completed by the Neighborhood Services Manager and Department. These areas of support include but are not limited to housing element implementation, fair housing studies, affordable housing projects, homeless initiatives, and grant writing and administration services.

**TASK 4.1: ABCD PROGRAM**

- Co-lead fourth cycle ABCD: Love Your Block program in collaboration with Lodi Chamber of Commerce and resident leaders
- Plan, coordinate, and facilitate meetings/workshops

To the extent planning and administrative budget remains, then key community engagement efforts conducted under this activity, can be allocated to Task 1 above.

**TASK 4.2: LIAISON TO LODI IMPROVEMENT COMMITTEE, PER MEETING**

- Draft agenda, staff report, and presentation
- Gather data or reach out to bring in speakers, as needed, for meetings
- Provide direction on quorum, schedule meetings, and schedule translators as needed
- Communicate with members and provide direction/support regarding questions (i.e., send agenda, provide report/presentation to members)
- Support implementation of goals by Lodi Improvement Committee members through research and connecting members to resources
- Attend meeting and present report/presentation
- Facilitate annual goal setting meeting
- Attend 11 meetings a year

**TASK 4.3: LODIGRIP PROGRAM**

- Michael Baker can assist with the LodiGRIP program on an as-needed basis

**TASK 4.4: HEAP GRANT ADMINISTRATION**

Michael Baker will assist the City of Lodi in managing and administering the use of HEAP grant funds, which were awarded in 2019 by the San Joaquin Continuum of Care. Tasks include coordinating with the City and partners to administer the use of the allocated funds, preparing a draft grant agreement with assistance from the City attorney, processing reimbursement requests, budget tracking, grant reporting, status updates provided to the funder and partner organizations, and general project coordination.

Additionally, Michael Baker will conduct community engagement with the public to gather feedback on the site and design of the project. Activities may include preparation of a public engagement strategy, survey, press releases, public meeting facilitation, preparation of presentation to stakeholder groups, and staff report and presentation to the City Council.

Michael Baker anticipates that the City will be responsible for the following aspects of managing and maintaining the administration of this grant, including reviewing grant information,

responding to requests for information from the public, accounting, approving payments once submitted, and coordinating with partner agencies.

**TASK 4.5: 2020 HOME GRANT APPLICATION (CREEKSIDE APARTMENTS)**

Michael Baker will assist the City in preparing a HOME grant application. The City is currently vetting the opportunity to partner with the local housing authority for rehabilitation of a private apartment complex. The housing authority would purchase the land and site and the City would provide financing through the HOME grant for rehabilitation of the units. Michael Baker anticipates drafting parts of the HOME grant application in partnership with the housing authority.

**TASK 4.6: HOME ANNUAL REPORTING**

Michael Baker will prepare and submit an annual HOME report to the Department of Housing and Community Development (HCD) on the status of first-time homebuyer loans from previous HOME loans provided by the City.

**TASK 4.7: HOUSING ELEMENT - ANNUAL PERFORMANCE REVIEW AND PROGRAM IMPLEMENTATION**

Michael Baker will prepare the annual performance review report, which tracks the City's progress towards implementation of its Housing Element programs. Michael Baker will assist the City in implementation of its housing programs on an as-needed basis.

**TASK 4.8: OTHER GRANT APPLICATIONS AND ADMINISTRATION**

Michael Baker will assist the City in applying for grants, and managing and administering the use of awarded grant funds. Tasks may include drafting and finalizing grant applications, coordinating with the City and partners to administer the use of the allocated funds, preparing a draft grant agreement with assistance from the City attorney, processing reimbursement requests, budget tracking, grant reporting, status updates provided to the funder and partner organizations, and general project coordination.

The City has the following grant programs which Michael Baker could help the City in administering. Should the City like our assistance with a grant application and/or administration of these or additional grant programs, Michael Baker will provide a scope of services and budget for City review and approval.

*Existing Grant Applications:*

- CARES – Senior Meals Program
- HHAP
- PLHA
- SB89
- Great Plates

## BUDGET

Michael Baker can provide the program support you need using a combination of the regular presence of two local staff persons, the occasional presence of our senior staff, and the support of the entire Michael Baker Housing and Community Development team. Our senior staff would provide daily guidance and support to local staff as well as be in contact with City staff as needed. Other Michael Baker staff would be available to support the program, as required.

We believe this flexible staffing arrangement using associate staff to provide day-to-day on-site and remote assistance, supported by senior staff, will offer the City a cost-efficient service while also supplying the skills and knowledge of staff experienced in the development and implementation of multiple programs.

This arrangement would also offer the City a level of redundancy when the need arises for additional effort or special projects, or if staff are sick or on vacation. Additional staff can be made available for other specialized activities.

Title	Hourly Rate
Housing and Community Development Lead	\$135.00
Program Coordinator	\$125.00
Labor Compliance Specialist	\$102.00
Associate Housing Planner	\$100.00
Assistant Housing Planner	\$90.00
Housing Grant Specialist	\$85.00
Planning Technician	\$78.00
Housing Rehabilitation Specialist	\$95.00
NEPA Environmental Specialist	\$100.00

Due to COVID-19 and urgent grant opportunities and project deadlines, the City of Lodi requested the assistance of Michael Baker staff on multiple grant programs over the last few months. Assignments included grant applications and assistance with the following programs: Lodi Committee on Homelessness, homeless issues/Navigation Center, HEAP and Harmony Homes project, HHAP, and CARES Senior Meals Program. Also, Lodi's minor housing repair program experienced a large influx of applications, resulting in added tasks. *This additional work resulted in an average occurring in September and October.*

2020-2021 Contract Period	Tasks	Original Contract	Amendment No. 3	Contract Max
Task 1, 2, and 3: CDBG Planning and Administration and Activity Delivery for EN and CV Grants	2020-2021 CDBG – EN Planning and Administration (Nov-June)	\$111,000	Reduce by -\$2,500	\$108,500
	2020-2021 CDBG – EN Activity Delivery	TBD - Not to exceed 15% of Total Project Costs	\$34,935	\$34,935
	CDBG – EN Activity Delivery Housing Rehab	\$70,000	\$14,000	\$84,000
	CDBG – LIC (reimbursed by 2020-2021 CDBG EN – Plan/Admin – July-Oct)	NA	\$6,349	\$6,349
	CDBG – HOME FTHB Annual Reporting (reimbursed by 2020-2021 CDBG EN – Plan/Admin)	NA	\$1,809	\$1,809
	CDBG – ABCD (reimbursed by 2020-2021 CDBG EN – Plan/Admin – July-Oct)	NA	\$1,080	\$1,080
	2021-2022 CDBG – EN Planning and Administration (July-Oct)	NA	\$38,000	\$38,000
	CDBG – LIC (reimbursed by 2021-2022 CDBG EN – Plan/Admin)	NA	\$810	\$810
	CDBG – ABCD (reimbursed by 2021-2022 CDBG EN – Plan/Admin)	NA	\$1,620	\$1,620
	2021-2022 CDBG – EN Activity Delivery (July-Oct) (based on estimate of 3 minor projects' update in May when projects known)	NA	\$12,000	\$12,000
	CDBG – CV (Round 1 and 3) Task 3.1		\$15,000	\$0

CITY OF LODI

RE: 2020-21 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ADMINISTRATION AND  
 Neighborhood SERVICES Division SUPPORT SERVICES

2020-2021 Contract Period	Tasks	Original Contract	Amendment No. 3	Contract Max	
	CDBG – CV (Round 1 and 3) Tasks 3.2 through 3.4	TBD	\$67,285	\$67,285	
	CDBG-CV ESG-CV	NA	\$9,000	\$9,000	
	CDBG CV CARES Elderly	NA	\$4,100	\$4,100	
	Other CV Grant Research/Misc.	NA	\$5,000	\$5,000	
	CDBG – CV SBA Activity Delivery	NA	\$50,000	\$50,000	
	<b>TOTAL CDBG Funded Activities</b>	<b>\$196,000</b>	<b>\$243,488</b>	<b>\$439,488</b>	
<b>Task 4: Neighborhood Services Division Support Services (Non- CDBG)</b>	Non-CDBG – ABCD	\$12,000	Reduced by -\$6,730	\$5,270	
	Non-CDBG - Lodi Improvement Committee	\$15,000	Reduced by -\$7,608	\$7,392	
	LodiGRIP Program	TBD	\$0	\$0	
	HEAP Grant Administration	TBD	\$32,000	\$32,000	
	HOME Grant Application (Creekside)	TBD	\$465	\$465	
	HE Annual Performance Review and Implementation	TBD	\$6,960	\$6,960	
	Other Grant Administration – HHAP Grant Application	TBD	\$13,500	\$13,500	
	PLHA Grant Application	NA	\$7,100	\$7,100	
	ADA Coordinator	NA	\$1,485	\$1,485	
	Lodi Committee on Homeless (LCOH)	NA	\$13,000	\$13,000	
	Access Center Outreach/Engagement	NA	\$7,560	\$7,560	
	American Rescue Plan Act Small Business Assistance/Public Services Program Administration*	NA	\$60,000	\$60,000	
	<b>TOTAL HOUSING PROJECTS (NON-CDBG)</b>	<b>\$27,000</b>	<b>\$127,732</b>	<b>\$154,732</b>	
	<b>Total</b>		<b>\$223,000</b>	<b>\$371,220**</b>	<b>\$594,220</b>

\*The City and Michael Baker will come to an agreement on specified scope of work and budget, prior to beginning work for this task. \*\*Includes overage from prior year contract expenses.








# 6805\_MichaelBaker\_ExtensionNo2\_routingMBIvs2

Final Audit Report

2021-01-23

Created:	2021-01-23
By:	Kari Chadwick (kchadwick@lodi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGDFg0fHa-kvPIBsq8iP7Qlpi8eSUJZF1

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-  Document emailed to Tom Tracy (tom.tracy@mbakerintl.com) for signature  
2021-01-23 - 0:33:21 AM GMT
-  Email viewed by Tom Tracy (tom.tracy@mbakerintl.com)  
2021-01-23 - 0:59:07 AM GMT - IP address: 104.47.57.254
-  Document e-signed by Tom Tracy (tom.tracy@mbakerintl.com)  
Signature Date: 2021-01-23 - 0:59:26 AM GMT - Time Source: server - IP address: 67.172.117.250
-  Agreement completed.  
2021-01-23 - 0:59:26 AM GMT

# 6805\_MichaelBaker\_ExtensionNo2\_routing

Final Audit Report

2021-01-22

Created	2021-01-22
By	Kari Chadwick (kchadwick@lodi.gov)
Status	Signed
Transaction ID	CBJCHBCAABAAEW6NKu59-TGESS20GQXjOWIaYZxMrowZ

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-  Document e-signed by John R. Della Monica, Jr. (jdellamonica@lodi.gov)  
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2021-01-22 - 11:01:30 PM GMT

CONTRACT EXTENTION No 1

Michael Baker International

THIS CONTRACT AMENDMENT No. 1 is made and effective this 18<sup>th</sup> day of ~~December~~ November 2019, by and between the CITY OF LODI, a municipal corporation hereinafter called "CITY" and Michael Baker International a California corporation hereinafter called "Contractor"

WITNESSETH

1 CONTRACT. Contractor and City, entered into an Agreement for Professional Services on February 27 2017, Contract Amendment No 1 on March 14, 2019, and Contract Amendment No 2 on October 3, 2019 (Collectively the "Agreement"), attached hereto as Exhibit A and made a part hereof as though fully set forth herein

2 EXTENTION TERM Contractor and City now desire to extend the term of the Agreement through and including October 31 2020 pursuant to the terms set forth in Amendment No. 1, paragraph 2, which are as follows: Contractor and City agree, that at its option, City may extend the term of the Agreement for an additional three (3) one (1) year extensions, provided City gives Contractor no less than thirty (30) days written notice of its intent prior to the expiration of the then existing term. In the event City exercises any option under this paragraph Contractor's annual compensation (currently \$223,000 per year) will increase by the then effective Consumer Price Index for All Urban Consumers (CPI-U) for San Francisco-Oakland-San Jose. All other terms and conditions of the Agreement will remain unchanged.

CITY OF LODI, a municipal corporation



STEPHEN SCHWABAUER  
City Manager

Attest



JENNIFER M. FERRAILOLO  
City Clerk

Approved as to Form



JANICE D. MAGDICH  
City Attorney

CONTRACTOR



MICHAEL BAKER INTERNATIONAL

By: Thomas G Tracy

Title: Associate Vice President

CONTRACT AMENDMENT No. 2


Michael Baker International

*October* THIS CONTRACT AMENDMENT No. 2 is made and effective this *3rd* day of ~~September~~ 2019, by and between the CITY OF LODI, a municipal corporation, hereinafter called "CITY", and Michael Baker International a Pennsylvania corporation hereinafter called "Contractor "

WITNESSETH.

1. CONTRACT. Contractor and City, entered into an Agreement for Professional Services on February 27, 2018 and Contract Amendment No. 1 on March 14, 2019, (collectively the "Agreement"), attached hereto as Exhibit A and made a part hereof as though fully set forth herein. Contractor and City now desire to expand the scope of services to include housing program support services (including HEAP funding) and the environmental review of the properties located at 301 East Lodi Avenue and 2 West Lodi Avenue at a cost not to exceed \$41,100.
2. TERMS AND CONDITIONS. All other terms and conditions of the Agreement will remain unchanged.


CITY OF LODI, a municipal corporation

  
STEPHEN SCHWABAUER  
City Manager

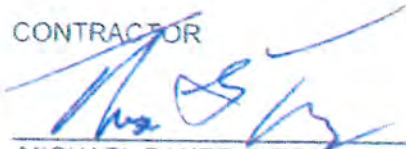
Attest.

  
JENNIFER M. FERRAIOLO  
City Clerk

Approved as to Form

  
JANICE D. MAGDICH  
City Attorney

CONTRACTOR

  
MICHAEL BAKER INTERNATIONAL

By Thomas G. Tracy

Title: Associate Vice President

CONTRACT AMENDMENT No. 1

Michael Baker International

THIS CONTRACT AMENDMENT No. 1 is made and effective this 14<sup>th</sup> day of March 2019, by and between the CITY OF LODI, a municipal corporation, hereinafter called "CITY", and Michael Baker International, a California corporation hereinafter called "Contractor."

WITNESSETH:

1. CONTRACT: Contractor and City, entered into an Agreement for Professional Services on February 27, 2017 ("Agreement"), attached hereto as Exhibit A and made a part hereof as though fully set forth herein. Contractor and City now desire to extend the term of the Agreement through and including October 31, 2019, and expand the scope of services to include housing program support services.
2. TERM AND COMPENSATION: Contractor and City agree, that at its option, City may extend the term of the Agreement for an additional three (3) one (1) year extensions; provided City gives Contractor no less than thirty (30) days written notice of its intent prior to the expiration of the then existing term. In the event City exercises any option under this paragraph, Contractor's annual compensation (currently \$223,000 per year) will increase by the then effective Consumer Price Index for All Urban Consumers (CPI-U) for San Francisco-Oakland-San Jose. All other terms and conditions of the Agreement will remain unchanged.


CITY OF LODI, a municipal corporation

  
STEPHEN SCHWABAUER  
City Manager

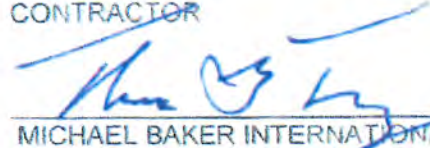
Attest

  
JENNIFER M. FERRAIOLO  
City Clerk

Approved as to Form

  
JANICE D. MAGDICH  
City Attorney

CONTRACTOR

  
MICHAEL BAKER INTERNATIONAL

By: Thomas G. Tracy

Title Associate Vice President

## AGREEMENT FOR PROFESSIONAL SERVICES

### ARTICLE 1 PARTIES AND PURPOSE

#### Section 1.1 Parties

THIS AGREEMENT is entered into on ~~Feb. 27~~ 2018 by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and MICHAEL BAKER INTERNATIONAL INC (hereinafter "CONTRACTOR")

#### Section 1.2 Purpose

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for Community Development Block Grant Administration and Housing Program Support Services including non CDBG Special Projects (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

### ARTICLE 2 SCOPE OF SERVICES

#### Section 2.1 Scope of Services

CONTRACTOR for the benefit and at the direction of CITY shall perform the Scope of Services as set forth in Exhibit A.

#### Section 2.2 Time For Commencement and Completion of Work

CONTRACTOR shall commence work pursuant to this Agreement upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6 whichever occurs first and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc. shall not be counted. CONTRACTOR shall

remain in contact with reviewing agencies and make all efforts to review and return all comments.

**Section 2.3 Meetings**

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

**Section 2.4 Staffing**

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion (such approval to not be unreasonably withheld, delayed or conditioned), and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change, to the extent such advance notice is practicable under the circumstances.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

**Section 2.5 Subcontracts**

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

**Section 2.6 Term**

The term of this Agreement commences on November 1, 2017 and terminates on October 31, 2018.

**Section 2.7 Option to Extend Term of Agreement**

At its option, City may extend the terms of this Agreement for an additional three (3) one (1) year extensions, provided, City gives Contractor no less than thirty (30) days written notice of its intent prior to expiration of the existing term. In the event City

exercises any option under this paragraph, all other terms and conditions of this Agreement continue and remain in full force and effect.

The total duration of this Agreement, including the exercise of any option under this paragraph, shall not exceed four (4) years.

### **ARTICLE 3 COMPENSATION**

#### **Section 3.1 Compensation**

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

#### **Section 3.2 Method of Payment**

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal, except as otherwise approved by CITY. CONTRACTOR shall be paid within thirty (30) days of a properly submitted invoice.

#### **Section 3.3 Costs**

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advance and in writing by CITY.

#### **Section 3.4 Auditing**

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon reasonable request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and

inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

#### **ARTICLE 4** **MISCELLANEOUS PROVISIONS**

##### **Section 4.1 Nondiscrimination**

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

##### **Section 4.2 ADA Compliance**

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

##### **Section 4.3 Indemnification and Responsibility for Damage**

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses, including reasonable attorney's fees and costs, arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence, sole negligence, or sole willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, CONTRACTOR shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs. The defense and indemnification obligations required by this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations set forth herein.

**Section 4.4 No Personal Liability**

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement. Nor shall any officer or employee of the CONTRACTOR be personally responsible for any liability arising under this Agreement.

**Section 4.5 Responsibility of CITY**

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to delivery to the CITY.

**Section 4.6 Insurance Requirements for CONTRACTOR**

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

**Section 4.7 Successors and Assigns**

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

**Section 4.8 Notices**

Any notice required to be given by the terms of this Agreement shall be in writing, signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi,  
221 West Pine Street  
P.O. Box 3006  
Lodi, CA 95241-1510  
Attn: Stephen Schwabauer

To CONTRACTOR: Michael Baker International  
2729 Prospect Park Drive, Suite 220  
Rancho Cordova, CA 95670  
Attn: Jennifer Gaselum

**Section 4.9 Cooperation of CITY**

CITY shall cooperate fully and in a timely manner in providing relevant information if it is at its disposal relevant to the Scope of Services.

**Section 4.10 CONTRACTOR is Not an Employee of CITY**

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

**Section 4.11 Termination**

Either Party may terminate this Agreement, with or without cause, by giving the other party at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit E to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

**Section 4.12 Confidentiality**

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary" except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

The preceding restrictions shall not apply to information which is in the public domain, was previously known to a Party, was acquired by a Party from others who have no confidential relationship to the other Party with respect to same, or which through no fault of a Party, comes into the public domain. Neither Party shall be restricted from releasing information, including confidential information, in response to a subpoena, court order, or other legal process. Neither Party shall be required to resist such subpoena, court order, or legal process, but shall promptly notify the other Party in writing of the demand for information before the receiving Party responds to such demand.

**Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees**

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail, as determined by the San Joaquin County Superior Court.

**Section 4.14 City Business License Requirement**

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

**Section 4.15 Captions**

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or intent hereunder.

**Section 4.16 Integration and Modification**

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

**Section 4.17 Contract Terms Prevail**

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

**Section 4.18 Severability**

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.

**Section 4.19 Ownership of Documents**

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of

CITY Upon CITY's reasonable request CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours Upon termination or completion of services under this Agreement all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days

CITY agrees to indemnify defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended

**Section 4.20 Authority**

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement

**Section 4.21 Waiver of Consequential Damages**


In no event shall either CITY or CONTRACTOR 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 or 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

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written

CITY OF LODI a municipal corporation

ATTEST


  
JENNIFER M. FERRAIOLO  
City Clerk

  
STEPHEN SCHWABAUER  
City Manager

APPROVED AS TO FORM  
JANICE D. MAGDICH City Attorney

MICHAEL BAKER INTERNATIONAL INC

By \_\_\_\_\_  
*(Signature)*

By   
Name Paul Junker  
Title  Vice President  
*Associate*

- Attachments:  
Exhibit A - Scope of Services  
Exhibit B - Fee Proposal  
Exhibit C - Insurance Requirements

Funding Source: \_\_\_\_\_  
(Business Unit & Account No.)

## EXHIBIT A

**Michael Baker**

INTERNATIONAL

2017 Michael Baker Proposal

August 18, 2017

Steve Schwabauer, City Manager  
CITY OF LODI  
221 W. Pine Street  
Lodi, CA 95240

### RE: COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ADMINISTRATION AND HOUSING PROGRAM SUPPORT SERVICES

Dear Mr. Schwabauer:


Michael Baker International is pleased to submit this proposal to continue to provide Community Development Block Grant (CDBG) Administration and Housing Program support services. Our team has provided staffing assistance and grant administration for CDBG and HOME grantees across the state of California for many years, as well as technical assistance and capacity building training on behalf of the U.S. Department of Housing and Urban Development (HUD). We have helped numerous jurisdictions develop and successfully manage a wide range of housing programs, from new development to rehabilitation, including a variety of homeowner programs.

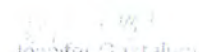
Michael Baker's Housing and Community Development team is uniquely positioned to assist the City in administering its CDBG program. Our long history with the City has allowed our staff to work on a wide variety of efforts, including the City's original CDBG entitlement, followed by a period of administrative support, and many of the City's housing development and preservation efforts. Our familiarity with the City's programs and policies, combined with our history of collaboration, allows us to provide consistent and reliable support that directly addresses staffing and administrative needs.

The team assembled for this effort includes Patrice Clemens, as on-site staff, with oversight from Jennifer Gastelum, project manager/factor, and Jessica Hayes, senior grants specialist. Patrice is also supported by Cynthia Walsh, labor compliance specialist, and James Beggs, housing rehabilitation coordinator. The entire team has implemented CDBG and HOME grants for both state and federal entitlement grantees and has experience working alongside city staff to implement successful housing programs.

Thank you for your consideration. We look forward to discussing our proposal with you. Should you have any questions, please contact Jennifer Gastelum at (916) 271-2258 or [cgastelum@mbakerintl.com](mailto:cgastelum@mbakerintl.com).

Sincerely,

  
Tad Stearn  
Vice President

  
Jennifer Gastelum  
Project Director

## EXHIBIT A

CITY OF LODI  
RE: COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ADMINISTRATION AND HOUSING  
PROGRAM SUPPORT SERVICES  
Page 2

### SCOPE OF WORK FOR LODI CDBG 2017-18 PROGRAM YEAR

#### GENERAL

Michael Baker International will oversee the coordination of (a) all 21 active CDBG projects (listed below), from the Initial Annual Action Plan approval, through implementation, to final reports and closeout. Michael Baker will also close out the (f) 2016-17 CDBG projects, including the submittal of the CAPER and closeout in IDIS, and will coordinate the preparation of next year's CDBG projects which will be conducted through the (g) 2018-2019 Annual Action Plan process.

Active projects are from prior and the current 2017-18 CDBG program years. The level of coordination for each project depends on the funding amount (large versus small) and the type of project. For this reason, projects are organized below by (b) social service, (c) capital improvement, (d) special projects, and (e) general tasks that apply to the CDBG program generally.

#### TASK 1: 2017-18 PROGRAM YEAR ACTIVE PROJECTS

In some instances, an active project may be delayed for reasons beyond Michael Baker International's or the City's control. Projects can also change in size. Their funding amounts can increase or decrease, or they can be completely reallocated to another existing or new project.

##### Active 2017-18 Projects

- 15-02 HSS N - Entrance ADA Improvements
- 15-05 Cherokee Lane ADA Improvements
- 15-09 Housing Authority Improvements
- 15-14 Grace & Mercy
- 16-02 Salvation Army
- 16-03 Housing Authority
- 16-04 Housing Rehabilitation
- 16-05 FTHB - Down Payment Assistance
- 16-06 Grace & Mercy Charitable Foundation ADA Improvements
- 16-12 Lawrence Avenue Parking
- 17-01A Planning
- 17-01B Fair Housing
- 17-02 Alley Improvement Project
- 17-03 Bakery Swim Complex
- 17-04 City Hall/Carnegie Forum ADA Improvements
- 17-05 Grace & Mercy ADA Phase II
- 17-06 One-Eighty Farm Imp
- 17-07 Graffiti A
- 17-08 Community Partnerships for Families
- 17-09 Second Harvest Food Bank
- 17-10 LOEL Center

#### TASK 2: SOCIAL SERVICE (NON-CAPITAL) IMPROVEMENT PROJECTS

This task includes oversight of the following projects: San Joaquin Fair Housing, California Rural Legal Assistance, Graffiti Apartment, Community Partnerships for Families, Second Harvest Food Bank, LOEL Center.

## EXHIBIT A

CITY OF LOUI

RE: COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ADMINISTRATION AND HOUSING PROGRAM SUPPORT SERVICES

Page 3

- Subrecipient agreements
  - o Draft subrecipient agreements (CRLA's agreement is already drafted) and one interdepartmental agreement, request insurance/miscellaneous items from subrecipient, send agreement to subrecipient for review/approval, then circulate among City departments for comment, approval, and signature
- Coordinate environmental review, obtain signatures and approval as needed
- Facilitate quarterly check-in meetings
- Provide updated beneficiary tracking sheets to subrecipients, update Zoomgrants
- Conduct quarterly reviews
  - o Review subrecipient reports, provide feedback/corrections as needed, update goal tracker, update LDIS with quarterly reports
- Process invoices

### TASK 3: CAPITAL IMPROVEMENT PROJECTS (CITY AND COMMUNITY-BASED ORGANIZATIONS)

This task includes oversight of the following 11 projects: HSS N Entrance ADA Improvements (closing), Cherokee Lane ADA Improvements (closing), Housing Authority Improvements (closing), Salvation Army (amendment pending), Housing Authority Improvements Phase 4 (Grace & Mercy ADA Improvements Phases 1 and 2, Lawrence Avenue Parking (closing), Alley Improvement Project, Blakey Swim Complex, City Hall/Carnegie Forum ADA improvements, One Eighty Teen Center Improvements

- Draft agreements with subrecipients to include most critical regulatory requirements
- Draft and/or update monitoring requirements into agreement with the City and carry out quarterly monitoring
- Create new template for interdepartmental agreements, and draft them for this year
- Invoicing
- Coordinate with City departments and CBOs for completion of project according to procurement requirements, including federal wage determinations, licensure/credential checks, coordinate labor compliance and environmental review
- Close projects

### TASK 4: SPECIAL PROJECTS

First Time Homebuyer Program (\$125,000 x 20% = \$25,000) (in Activity Delivery), paid for through Activity Delivery

- Outreach and marketing
- Environmental
- Application processing, work write-up, procurement, loan underwriting
- Direct assistance (loans/grants, includes soft costs, fees)
- Guidelines have already been completed

Housing Rehabilitation (\$135,000 x 20% = \$27,000) (in Activity Delivery), paid for through Activity Delivery

- Outreach and marketing
- Environmental

## EXHIBIT A

CITY OF LODI

RE: COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ADMINISTRATION AND HOUSING  
PROGRAM SUPPORT SERVICES

Page 4

- Application processing, work write-up, procurement, underwriting
- Direct assistance (loans/grants, includes soft costs, fees)
- Guidelines have already been completed

#### Outreach – Liaison to Lodi Improvement Committee, per meeting

- Draft agenda and draft staff report/presentation
- Gather data or reach out to bring in speakers, as needed, for meetings
- Provide direction on quorum, schedule meetings, post minutes, and schedule translators as needed
- Communicate with members (i.e., send agenda, provide report/presentation to members)
- Attend meeting and present report/presentation
- Attend 11 meetings a year (December dinner)

#### Analysis of Impediments to Fair Housing Choice

- Notice for City Council hearing, advertise for public hearing, prepare staff report for hearing, prepare presentation for hearing, attend/present at hearing, gather public comments and add to document, submit to HUD

#### Outreach – ABCO (Anti-Bias) engagement program

- Co-plan September leadership workshop
- Attend and support leadership workshop
- Attend and support three follow-up evening sessions (available workshops)
- Monthly meetings with ABCO coordinators and Chapter
- Attend three follow-up leadership meetings with different groups on their projects

#### TASK 5: GENERAL CDBG TASKS

- Maintain contact with HUD representative
- Update LDIS system with project information and performance
- Section 3 reports (ongoing)
- MRF/WBE reports (ongoing)
- SF 425 reports (four reports)
- Semi-Annual Labor Compliance report (two reports)
- Conduct two monitorings of subrecipients
- Weekly Neighborhood Services Update report to department

#### TASK 6: CLOSEOUT OF 2016-17 CDBG PROGRAM YEAR

- Review performance of all active program year projects for compliance with their agreements (i.e., year-end subrecipient reports, etc.)
- Draft CAPER
- Prepare staff report for CAPER hearing
- Notice CAPER and attend public hearing to review/approve CAPER
- Submit to HUD

## EXHIBIT A

CITY OF LODI

RE: COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ADMINISTRATION AND HOUSING PROGRAM SUPPORT SERVICES

Page 5

- Respond to HUD questions and comments
- Final submittal to HUD
- Close out projects in IDIS

### TASK 7: 2018-19 ANNUAL ACTION PROCESS

- Notice, advertise, prepare presentation, and facilitate public meeting for NOFA
- Notice, advertise, prepare presentation, and facilitate at least four citizen outreach meetings: two with the Lodi Improvement Committee's regularly scheduled meeting, and two with California Human Development or other nonprofit
- Notice, advertise, prepare staff report and presentation for City Council's next meeting of draft AAP, and attend
- Notice, advertise, and prepare two staff reports and presentations for two City Council public hearings, and attend
- Prepare two staff reports for Council meeting to set public hearing, and attend
- Provide assistance to those submitting applications
- Set up application in Zoomgrants
- Review and score applications
- Draft and finalize AAP
- Enter into IDIS
- Notice, advertise, draft AAP amendments, and prepare staff report, as needed, by year end
- See the PDF "Lodi 2018-19 CDBG Plan Services" for specific details

### TASK 8: ENVIRONMENTAL AND LABOR COMPLIANCE

- Environmental review of all active projects:
  - Michael Baker enviro staff conducts enviro and plan review on approximately 17 projects during this year (20 x 16)
- Labor compliance of all active projects:
  - Michael Baker labor compliance staff conducts labor compliance on approximately 16 projects

### TASK 9: LODI GRIP PROGRAM AND ADA COMPLIANCE

- Michael Baker can assist with the Lodi GRIP Program and ADA compliance on an as-needed basis

### BUDGET

We believe that Michael Baker can provide the program support you need using a combination of the regular presence of a local staff person, the occasional presence of our veteran staff, and the support of the entire Michael Baker Housing and Community Development team. Our senior staff would provide daily guidance and support to local staff as well as be in contact with City staff as needed. Other Michael Baker staff would also be available to support the program, as required.

Our local staff person, Patrice Clemens, is one of our most talented and well-rounded team members. She will be on-site 2 to 3 days per week. Jessica Hayes, our senior grants specialist, will support Patrice and be on-site as needed, as well as during particularly busy times of the

## EXHIBIT A

CITY OF LODI

RE: COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ADMINISTRATION AND HOUSING PROGRAM SUPPORT SERVICES

Page 6

CDBG annual cycle: Cynthia Walsh would provide remote and on-site support, primarily with labor compliance tracking. Jennifer Gastelum will provide overall direction to the effort.

We believe this flexible staffing arrangement using associate staff to provide day-to-day on-site services supported by senior staff, will offer the City a cost-efficient service while also supplying the skills and knowledge of veteran staff experienced in the development and implementation of the CDBG program.

This arrangement would also offer the City a level of redundancy when the need arises for additional effort or special projects or if staff are sick or on vacation. Additional staff can be made available for the preparation of the CAPER, for the annual planning cycle and drafting of the Action Plan, and at the beginning of the program year when subrecipient agreements must be executed and programs and projects must get under way.

Name/Title	Hourly Rate
Jennifer Gastelum, Project Director/Manager	\$185.00
Jessica Hayes, Senior Grants Specialist	\$120.00
Cynthia Walsh, Labor Compliance Specialist	\$100.00
Fatrice Glenons, Associate Housing Planner	\$90.00
James Beggs, Housing Rehabilitation Coordinator	\$35.00
Kirstin Facht, Environmental Analyst	\$28.00

## EXHIBIT A

CITY OF LODI

RE: COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ADMINISTRATION AND HOUSING  
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The City's 2017-18 CDBG award is \$633,771 which includes \$108,754 in Planning and Administration. Last year the City's Planning and Administration budget was \$107,791. Current staff (1 full time and 1 intern) billed approximately \$50,000 of their time to the Planning and Administration budget as well as Michael Baker's assistance of approximately \$37,000. That service included 1 day a week of on-site staff time. We estimate the cost to continue management of the CDBG program by Patrice on-site (2-3 days) with senior staff assistance to be roughly \$89,790 on the high end and \$73,925 on the lower end. The budget below also includes assistance with the Lodi Grips Program and ADA Compliance for a total budget of \$99,070 on the high end and \$83,205 on the lower end. As for the CDBG Special Projects, these will be paid for through Activity Delivery as part of the various projects. It is difficult to determine the amount of effort that will need to be put in and should be scoped on a project by project basis because they will mostly require more outside assistance.

Michael Baker has made our best effort to match the City's request with our experience of the work required. Please know that these costs are estimates only and Michael Baker is more than willing to negotiate scope and adjust cost accordingly. Our estimates are based on a 12-month period. No matter what the estimated cost, Michael Baker will only bill for the actual hours required. Please see the detailed budget on the next page.

EXHIBIT B

CITY OF LODI  
 RE: COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ADMINISTRATION AND HOUSING  
 PROGRAM SUPPORT SERVICES  
 Page 8

2017-18 CDBG	Tasks	Estimate of Hours	High Estimate	Lower End Estimate
Planning and Administration	General Tasks - two monitorings, City's audit reports (semi-annual), balance of 425 section 31, IDIS, weekly update HUD contact	100-200	\$13,000	\$10,000
	Oversee Social Services (6 projects)	100-200	\$20,000	\$15,000
	Oversee Capital Improvement (11 projects)	175-200	\$22,000	\$20,000
	Close out of 2016-17 Program Year (CAPER and IDIS Entry)	50-65	\$5,500	\$3,300
	2018-2019 Annual Action Process	35-100	\$10,000	\$8,500
	Final Approval/PUBLIC Comments for Analysis of Impacts (AI)	40-50	\$5,500	\$4,500
	Planning and Administration - Outreach with HUD/CDC Citizen Engagement	10	\$2,800	\$1,800
	Planning and Administration - Outreach Lodging/Life Improvement Initiatives	10-24	\$3,000	\$1,125
	<b>TOTAL PLANNING AND ADMIN</b>		<b>\$84,700</b>	<b>\$71,975</b>
CDBG Special Projects	Pay Taxes Homeless Program (Activity/Program)	10		
	Building Parkade for Youth (Activity/Program)	200		
	Environmental Review Activity/Program	4,500 (one project)		
	Labor Compliance Activity/Program	500 (one project)		
	<b>TOTAL CDBG SPECIAL PROJECTS</b>		<b>1,300</b>	
Special Projects Non-CDBG	COVID-19 Project	20		\$2,000
	ADU Compliance Program	10		\$2,500
	<b>TOTAL SPECIAL PROJECTS NON CDBG</b>	<b>110</b>		<b>\$4,500</b>
			<b>\$99,000</b>	<b>\$86,205</b>

The City has approved a budget not to exceed \$99,000 under this Agreement for the term of November 1, 2017 through October 31, 2018.



EXHIBIT C

NOTE: The City of Lodi is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s). Please see attached flyer regarding PINS Advantage.

Insurance Requirements for Contractor - For contractor shall take out and maintain during the life of this Agreement insurance coverage as listed below. These insurance policies shall protect Contractor and any subcontractor performing work covered by this Agreement from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this Agreement whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them. In the event Contractor's insurance cannot fully cover any third party liability, the policy of insurance shall contain the requirements for the coverage listed. The amount of such third party liability shall be as follows:

- 1. COMPREHENSIVE GENERAL LIABILITY  
 \$2,000,000 Each Occurrence  
 \$4,000,000 General Aggregate
- 2. COMPREHENSIVE AUTOMOBILE LIABILITY  
 \$1,000,000 Combined Single Limit  
 Such insurance shall cover liability arising out of any vehicle, including any self-propelled motor vehicle, owned or operated by Contractor or any subcontractor performing work covered by this Agreement. Coverage shall be as follows:  
 1. All Bodily Injury and Property Damage Liability: \$1,000,000 Combined Single Limit

- 3. WORKERS COMPENSATION  
 1. Coverage for all employees of Contractor and subcontractors.  
 2. Coverage for all employees of Contractor and subcontractors.

Contractor shall be responsible for obtaining and maintaining all required insurance coverage. Contractor shall provide evidence of such insurance coverage to the City of Lodi upon award of this contract. Contractor shall maintain such insurance coverage for the duration of this contract. Contractor shall be responsible for obtaining and maintaining all required insurance coverage. Contractor shall provide evidence of such insurance coverage to the City of Lodi upon award of this contract. Contractor shall maintain such insurance coverage for the duration of this contract.

The City of Lodi shall not be responsible for obtaining and maintaining all required insurance coverage. Contractor shall be responsible for obtaining and maintaining all required insurance coverage. Contractor shall provide evidence of such insurance coverage to the City of Lodi upon award of this contract. Contractor shall maintain such insurance coverage for the duration of this contract.

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Additional requirements for Contractor:  
Contractor shall be responsible for obtaining and maintaining all required insurance coverage. Contractor shall provide evidence of such insurance coverage to the City of Lodi upon award of this contract. Contractor shall maintain such insurance coverage for the duration of this contract.

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NOTE: The City of Lodi is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s). Please see attached flyer regarding PINS Advantage.

Insurance Requirements for Contractor (continued)

- (1) Waiver of Subrogation  
include a waiver of subrogation against the City of Long Beach and its elected and appointed boards, commissions, officers, agents, employees, and volunteers. A waiver is required for General Liability and Auto Liability.
- (2) Limits of Coverage  
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance of Contractor shall contain, or be endorsed to contain, a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect the City as a named insured.
- (3) Severability of Interest Clause  
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability under the Contractor's commercial general liability and automobile liability policies.
- (4) Notice of Cancellation or Change in Coverage Endorsement  
This policy may not be canceled without 30 days' prior written notice of such cancellation to the Risk Manager, City of Long Beach, 221 West Pine St., Long Beach, CA 90802.
- (5) Continuity of Coverage  
All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy or as soon as reasonably available, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term of this Agreement. If Contractor's insurance coverage is discontinued for any reason, Contractor shall immediately notify the City and, if necessary, obtain replacement insurance.
- (6) Excess to City's Policy  
If Contractor's policy is required to be placed in force as an excess to the City's policy, the City may, terminate such requirements upon written notice to the Contractor. The City's policy shall primarily be the work.
- (7) Contractor's Policy  
All insurance required by the terms of this Agreement must be provided by a carrier licensed to do business in the State of California which is rated at least "A-" by the A.M. Best Rating Service and which are acceptable to the City, such acceptance to not be unreasonably withheld, denied or discontinued. Such (a) and (b) surplus lines carriers may be accepted provided they also complied with the requirements of California surplus lines insurers (California List) and otherwise meet City requirements.

Workers Compensation Insurance. The Contractor shall bear out and maintain during the term of this Agreement Workers Compensation Insurance for all of Contractor's employees employed and if any work is performed Contractor shall require the subcontractor service to provide Workers Compensation Insurance for all of the affected employees on any days of employment engaged in hazardous work under this Agreement. If the aid of the policy is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause such subcontractor to provide insurance for the protection of said employees. If work is performed under this Agreement, the Contractor shall provide such insurance. This policy may not be canceled without 30 days' prior written notice of such cancellation to coverage to the Risk Manager, City of Long Beach, 221 West Pine St., Long Beach, CA 90802.

NOTICE: The City reserves the right to obtain a full certified copy of any insurance endorsements required. Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.