



Finance Committee

Tuesday, May 25, 2021

8:30 a.m.

Brea Civic & Cultural Center
1 Civic Center Circle, Brea, California

MEMBERS: Council Member Christine Marick and Council Member Marty Simonoff
ALTERNATE: Mayor Pro Tem Cecilia Hupp

This meeting is being conducted consistent with Governor Newsom's Executive Order N-29-20 dated March 17, 2020, regarding the COVID-19 pandemic. The Finance Committee meeting will be held on May 25, 2021 at 8:30 a.m. and the public is welcome to participate. To provide comments in person, the Executive Conference Room will be open to a limited number of members from the public in observance of social distancing guidelines; masks, temperature checks and screening will be required. To provide comments by teleconference (Zoom), members of the public must contact City staff at (714) 990-7676 or arlenem@cityofbrea.net no later than 12:00 p.m. on Monday, May 24, 2021 to obtain the Zoom meeting ID number and password. Participants will be muted until recognized at the appropriate time by the Committee. Written comments may be sent to the Administrative Services Department at arlenem@cityofbrea.net no later than 12:00 p.m. on Monday, May 24, 2021. Any comments received via email will be summarized aloud into record at the meeting.

The Finance Committee agenda packet can be viewed on the City of Brea website at: <https://www.ci.brea.ca.us/509/Meeting-Agendas-Minutes>. Hard copies of the agenda packet are available via USPS with proper notice by calling (714) 990-7676. Materials related to an item on the agenda submitted to the Finance Committee after distribution of the agenda packet are available for public inspection in the Finance Division located on the third floor of the Civic & Cultural Center at 1 Civic Center Circle, Brea, CA 92821, during normal business hours. Such documents may also be available on the City's website subject to staff's ability to post documents before the meeting.

CALL TO ORDER / ROLL CALL

1. **Matters from the Audience**

CONSENT

2. **May 11, 2021 Finance Committee Regular Meeting Minutes - Approve.**

DISCUSSION

3. **Amendment No. 2 to Professional Services Agreement (PSA) with Stantec in the Additional Amount of \$14,300 - Approve Amendment No. 2 to Professional Service Agreement (PSA) for additional design services for the Brea Skate Park, Project 7914; and Authorize the Director of Public Works to authorize change orders in the not-to-exceed amount of 10%.**

4. **Professional Services Agreement with Housing Programs for City's Housing Rehabilitation Program** - Proceed to City Council for approval of Professional Services Agreement with Housing Programs to administer the City's Housing Rehabilitation Program in the amount not-to-exceed \$174,288.38 (year one - \$34,360; year two - \$34,360; year three - \$34,979; year four - \$34,979; year five - \$35,610.38). Additionally, authorize the City Manager to execute the Professional Services Agreement, and to extend the term of the Professional Services Agreement for four (4) additional one-year terms.
5. **Amendment No. 2 to Professional Services Agreement with Keyser Marston Associates, Inc** - Proceed to City Council for approval of Amendment No. 2 to Professional Services Agreement with Keyser Marston Associates, Inc. to provide financial analysis services for the Acacia Apartments project and Trumark affordable for-sale units at Central Park Village in the additional amount of \$30,250.
6. **Schedule Next Meeting:** Tuesday, June 8, 2021

cc: Mayor Steven Vargas and Council Member Glenn Parker

Special Accommodations

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at (714) 990-7757. Notification 48 hours prior to the meeting will enable City staff to make reasonable arrangements to ensure accessibility. (28 CFR 35.102.35.104 ADA Title II)

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members
FROM: Bill Gallardo
DATE: 05/25/2021
SUBJECT: May 11, 2021 Finance Committee Regular Meeting Minutes

RECOMMENDATION

Approve.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager
Prepared by: Alicia Brenner, Senior Fiscal Analyst
Concurrence: Cindy Russell, Administrative Services Director

Attachments

05-11-2021 Draft Minutes



DRAFT FINANCE COMMITTEE MINUTES

Tuesday, May 11, 2021

8:30 AM

Brea Civic & Cultural Center, 1 Civic Center Circle, Brea, California

CALL TO ORDER / ROLL CALL

ATTENDEES: Mayor Pro Tem Cecilia Hupp, Council Member Christine Marick, Tony Olmos, Cindy Russell, Faith Madrazo, Sean Matlock, Alicia Brenner and Gillian Lobo

1. **Matters from the Audience** – *None.*

CONSENT

2. **April 27, 2021 Finance Committee Regular Meeting Minutes** – *Receive and file.*

DISCUSSION

3. **Amendment and Novation Agreement and Authorization to Examine Sales and Use Tax Records from the California Department of Tax and Fee Administration** – *Recommended for City Council approval.*
4. **Fiscal Year 2021-22 Refuse Rates** – Informational - *Receive and file.*
5. **Schedule Next Meeting:** Tuesday, May 25, 2021

Meeting adjourned: 8:42 AM

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 05/25/2021

SUBJECT: Amendment No. 2 to Professional Services Agreement (PSA) with Stantec in the Additional Amount of \$14,300

RECOMMENDATION

1. Approve Amendment No. 2 to Professional Service Agreement (PSA) for additional design services for the Brea Skate Park, Project 7914; and
2. Authorize the Director of Public Works to authorize change orders in the not-to-exceed amount of 10%.

BACKGROUND/DISCUSSION

In December 2015, the Public Works Department (PW) hired Stantec Consulting Services, Inc. to hold community outreach meetings with skaters from the Brea Skate Park and develop construction documents directly related to the input received for repairs and enhancements. The original Professional Services Agreement (PSA) for plan development and construction administration was for \$42,639 and included an evaluation of the entire area for potential phased repairs, which included a review of the deteriorated sound wall to the west of the park and the bare/eroded slope to the east. In addition to the outreach meetings, the Parks Recreation and Human Services (PRHS) sub-committee and an internal working group consisting of representatives from Public Works, Community Services, Communications and Marketing and the Police Department collaborated on current operational challenges and to how best to mesh those issues with skater feedback.

Construction plans are currently at an estimated 95% level. The first Amendment allowed for additional design services at the north end of the skate park and an acoustical study. Extensive redesign to the skate park's south end is affecting design elements requiring additional structural and geotechnical work. The specific design elements are increasing the depth of the pool and lengthening of the pool to provide the skating elements the skaters provided feedback on. Additional electrical design is also needed which was not in the original scope of work. Staff recommends amending the existing PSA with the Consultant for the aforementioned work.

The amount of the amendment for City Council consideration is \$14,300 (proposal attached). This amount is in addition to the approximately \$13,710 that is available on the purchase order to finalize the plans and specifications.

SUMMARY/FISCAL IMPACT

Finalizing the 95% construction plans for the upgrades to the skate park require additional structural and electrical design. Staff recommends approval of Amendment No. 2 to the existing PSA to address the two areas. The approval of Amendment No. 2 will add \$14,300 to the original agreement plus Amendment No. 1, which totaled \$51,589, for an updated total of \$ 65,889.00. Funds are available in the CIP Project #7914.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Bill Bowlus, Public Works Superintendent

Concurrence: Tony Olmos, P.E., Director of Public Works

Attachments

Amendment No. 2

Amendment No. 2
To Professional Services Agreement

This Amendment No. 2 to **Professional Services Agreement** dated **Tuesday, December 15, 2015** is made and entered into this **Tuesday, June 1, 2021** by and between the City of Brea ("City") and **Stantec Consulting Services Inc.** ("Consultant")

RECITALS

- A. On or about **Tuesday, December 15, 2015**, City and Consultant entered into an agreement for **Professional Services**, whereby Consultant provides **Skate Park Design and Construction Management Services** to the City, Project #7914 ("Agreement").
- B. By its original terms, or by amendment(s), **the Agreement will expire upon completion**, and currently provides for compensation in the lumpsum not-to-exceed amount of **\$51,639.00**.
- C. The parties desire to add additional compensation payable to the Contractor in the amount of **\$14,300** for additional design work.

AGREEMENT

- 1. Notwithstanding any provision of the Agreement: (i) the term of the Agreement remains the same and shall expire upon completion of services; (ii) compensation payable to contractor shall be the not-to-exceed amount of **\$65,939.00**, calculated as a flat amount, or as an hourly rate, as applicable; and (iii) the scope of services **remains unchanged**.
- 2. Except as amended by this Amendment, all other terms and conditions of the Agreement remain unaffected and in full force and effect.
- 3. The persons executing this Amendment warrant that they are authorized to execute this Amendment and that this Amendment is binding on the parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

WHEREAS, the parties have executed this Amendment as of **Tuesday, June 1, 2021**. Digital signatures are acceptable if they conform to all requirements of California Government Code Section 16.5.

Stantec Consulting Services Inc.

By: 

Ted Grove, Senior Principal
Ted.grove@stantec.com

By: _____

Date Signed: 05/19/21

Date Signed: _____

[Corporation: pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line. Limited liability company: Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

City of Brea

Attest (if over \$25,000)

By: _____

Steven Vargas, Mayor

By: _____

Lillian Harris-Neal, City Clerk
LillianHN@CityofBrea.net

Date Signed: _____

Date Signed: _____

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 05/25/2021

SUBJECT: Professional Services Agreement with Housing Programs for City's Housing Rehabilitation Program

RECOMMENDATION

Proceed to City Council for approval of Professional Services Agreement with Housing Programs to administer the City's Housing Rehabilitation Program in the amount not-to-exceed \$174,288.38 (year one - \$34,360; year two - \$34,360; year three - \$34,979; year four - \$34,979; year five - \$35,610.38). Additionally, authorize the City Manager to execute the Professional Services Agreement, and to extend the term of the Professional Services Agreement for four (4) additional one-year terms.

BACKGROUND/DISCUSSION

The City has successfully participated in the Community Development Block Grant (CDBG) Program for Single Family Rehabilitation (Housing Rehabilitation Program) for over 40 years. Each year the City receives approximately \$180,000 of federal funds to assist low-income Brea homeowners with home repairs, which include correcting health, safety, and building code violations. With the retirement of a Management Analyst II in the Community Development Department in 2016, there was a significant gap in staff resources to keep this and other housing programs going. While the City explored alternatives for staffing the housing programs going forward, a consultant was needed to assist with the Housing Rehabilitation Program. Additionally, several low-income homeowners were in various stages of home repairs under the program at that time.

Community Development staff received recommendations from other cities who use consultants to implement their CDBG Housing Rehabilitation Programs. Four consultants were interviewed: AmeriNational Community Services, GRC Associates, Housing Programs, and Lorraine Mendez & Associates. Based on their experience, references, and fees, Housing Programs was recommended by staff to the City Manager, who approved a Professional Services Agreement (PSA) on October 18, 2016, for an amount not-to-exceed \$24,000. Housing Programs then provided assistance to the Housing Rehabilitation Program on a trial basis to complete the Fiscal Year (FY) 2015-16 grant cycle, which ended December 31, 2016. Housing Programs successfully carried out the remainder of FY 2015-16 projects and four homes were rehabilitated by the grant deadline.

In February 2017, staff requested Amendment No. 1 to the PSA with Housing Programs to continue their services. The Council approved Amendment No. 1 which added \$84,000 to the PSA, and the term was extended to the end of FY 2018-19. Beginning in FY 2018-19,

the City was able to use CDBG Program funds to cover the consultant costs. As part of the budget process, Community Development proposed budget savings by operating the City's affordable housing programs with one less staff position moving forward, thus the need to continue utilizing consultant services to administer the Housing Rehabilitation Program.

With the desire to keep the Housing Rehabilitation Program running seamlessly, the PSA with Housing Programs was subsequently amended for two additional one-year terms in 2019 and 2020. The contract dollar amount however remained unchanged. The contract with Housing Programs is due to expire on June 30, 2021.

In anticipation of the contract's expiration, City staff posted a pre-solicitation notification on the City's Purchasing webpage and sent a pre-solicitation notification email to known firms who might be interested in submitting a proposal. A Request for Proposal (RFP) solicitation was formally issued on March 15, 2021 via the City's eProcurement Portal (Public Purchase). The RFP was also published on the City's Purchasing webpage. Over 4,000 nationwide notifications were issued from Public Purchase with 109 firms accessing the RFP and 79 firms opening the RFP. The RFP was available online for 30 days and the City ultimately received one response proposal from Housing Programs.

City staff followed up with the 79 firms who opened the RFP to inquire as to why they chose not to respond. City staff received ten responses which included: could not respond due to current workload; could not meet license/certification requirements; do not provide the type of services requested; does not fit our current business model; or could not respond due to time constraints. While more businesses are scaling back due to COVID-19, the demand for these types of services has increased the workload of the available firms and reduced the potential responsive firms even further. If staff were to reissue a new RFP, it is unlikely we would see better results and would cause further delay in obtaining these required services. While only one response was received, City staff reviewed and rated the proposal submitted by Housing Programs per the guidelines of the RFP. The combined average score was 93 out of 100. Staff is confident awarding a new contract to Housing Programs based on the consultant's experience, understanding of the scope of work, qualifications, familiarity with Brea's Program, and the desire to maintain program continuity.

Housing Program's proposed costs average \$34,857.68 annually. Years one and two remain consistent at \$34,360. Year three will see a two percent increase bringing the annual cost to \$34,979. Year four will remain at \$34,979, while year five will receive an additional two percent increase bringing the annual cost to \$35,610.38. Housing Program's proposed annual costs are based on City staff's estimated project count of six mobile homes and two single family homes per year. At the request of staff via the RFP solicitation, the proposed scope of work and associated costs are all inclusive; however, not all services may be utilized, and therefore cost savings are anticipated.

The CDBG Program is a federally-funded program administered through the County of Orange. The anticipated CDBG grant amount for Fiscal Year 2021-22 is \$187,500. The amount of funding in future years would be based on actual monies allocated which may vary based upon continued CDBG funding levels. The contract with Housing Programs will continue to be funded by Community Development Block Grant Program funds (Fund 290).

SUMMARY/FISCAL IMPACT

Finance Committee is requested to recommend that the Professional Services Agreement with Housing Programs proceed to City Council for approval; authorize the City Manager to execute the Professional Services Agreement; and to extend the term of the Professional Services Agreement for four (4) additional one-year terms. If approved, Housing Programs will administer the City's Housing Rehabilitation Program under a contract amount not-to-exceed \$174,288.38 (year one - \$34,360; year two - \$34,360; year three - \$34,979; year four - \$34,979; year five - \$35,610.38).

This Professional Services Agreement will be funded by Community Development Block Grant Program funds (Fund 290), thus creates no impact on the General Fund.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Marie Dao, Management Analyst

Concurrence: Tracy Steinkruger, Community Development Director

Attachments

Request for Proposal Solicitation

Professional Services Agreement



**Request for Proposals
RFP No. 2021031502
for Housing Rehabilitation Program Implementation Services**

REQUEST FOR PROPOSALS # 2021031502
for Housing Rehabilitation Program Implementation Services

Part I
Solicitation Section

REQUEST FOR PROPOSALS # 2021031502
for Housing Rehabilitation Program Implementation Services

1. Overview.

City of Brea (“City”) is requesting offers from qualified firms to provide **Housing Rehabilitation Program Implementation Services** (“Project”) as further set forth in the Scope of Services and Specification Section.

2. Solicitation Method.

To obtain Solicitation documents, submit questions, receive answers, and submit an offer, **visit the City's eProcurement Portal at the following hyperlink (registration is required) <https://www.publicpurchase.com/gems/brea,ca/buyer/public/home>.**

3. Questions and Answers.

A. **Questions.** Any person contemplating submitting an Offer for this Solicitation who is in doubt as to the true meaning or finds any discrepancies or omissions of any part of the Solicitation, the Scope of Services and Specifications, the Agreement, or any of the terms and conditions (collectively, “Solicitation”) included therein, must submit questions **through the City's eProcurement Portal at the following hyperlink (registration is required) <https://www.publicpurchase.com/gems/brea,ca/buyer/public/home>** by the Question Deadline as set forth in Timelines below or modified by any subsequent addendum. Questions not received by the Questions Deadline will not be considered as such questions are non-responsive to the Solicitation requirements.

B. **Answers.** City will issue addenda to answer questions received by the Question Deadline and provide clarifications and modifications to the Solicitation. Offerors must acknowledge receipt of all City-issued addenda. Only City’s written addenda can modify the Solicitation and Agreement requirements. Such changes take precedence over the original Solicitation and any preceding addendums. Any other form of communications shall have no force or effect with respect to this Solicitation.

4. Timelines (tentative).

A.	Pre-Offer Conference	Not held
B.	Question Deadline	March 22, 2021
C.	Final Addendum Issued	April 1, 2021
D.	Offer Due Date	April 15, 2021
E.	Selection of Consultant**	April 29, 2021
F.	Finance Committee**	May 25, 2021
G.	City Council**	June 1, 2021
H.	Initial Term	June 7, 2021 to June 6, 2022

REQUEST FOR PROPOSALS # 2021031502
for Housing Rehabilitation Program Implementation Services

5. Special Requirements.

Special requirements are included in the Agreement as follows: **Exhibit B - Labor Code Requirements and Exhibit C - CDBG Contract Provisions (24 CFR 85.36(i)).**

6. Pricing.

A. **Preparation Expense.** Offerors prepare and make offers at their sole expense.

B. **Patents, Royalties, and License Fees.** If any, Offer must include all applicable patent, copyright, royalties, and license fees in Offer prices. Consultant shall defend all suits or claims for any infringement against City, and hold City harmless from any associated loss, costs, and attorney's fees.

C. **Fees.** If any, Offer must include Governmental mandated fees, surcharges, and taxable taxes, waste disposal fees, and the like.

D. **Taxes.** Offer must include the applicable sales tax for lump sum items and subtotal sales tax for individual items, unless otherwise specified in Solicitation in Offer prices. City pays applicable State sales or use tax at the Orange County rate in effect at the time of purchase, and will include sales tax on the Purchase Order. Deliveries made by vendor-owned truck are taxable. Assembly is taxable. Installation is not taxable. City is exempt from Federal Excise tax.

E. **Bonds and Insurance Costs.** If any, Offer must include all costs for required bonds and insurance as checked in Section 12 of the attached Agreement.

F. **Prevailing Wages Requirements.** If any, Offer must include all applicable prevailing wages, as applies to Public Works projects in Offer prices. If services are being; visit www.CityofBrea.net/Purchasing, Public Works Terms and Conditions for detailed requirements.

G. **Miscellaneous Costs.** If any, Offer must include all miscellaneous costs not listed above. including but not limited to management; labor; prep work; travel; transportation; incidentals; applicable taxes and fees; licenses; permits; notices; and all other related costs.

H. **All-Inclusive Costs.** Offer must include all costs listed above, everything necessary to furnish all Scope of Work/Specifications requirements.

I. **Additional Costs.** Additional costs will be disallowed.

7. Offer Submission Requirements.

A. General.

i. **Checklist.** Use this section as a checklist to help provide a complete response. Failure to include and complete all the information specified is cause for rejection of the proposal without further evaluation or award consideration.

REQUEST FOR PROPOSALS # 2021031502
for Housing Rehabilitation Program Implementation Services

ii. **Signatures.** Offeror must sign all forms wherein signatures are indicated. Digital Signatures are acceptable if they conform to all requirements of California Government Code Section 16.5.

iii. **Additional Material.** Do not include any promotional material or any material that is not directly relevant to the objectives of this Solicitation. Any additional information included that is not specifically requested should be included as an appendix to the proposal.

iv. **Organization.** Organize the proposal in the order shown below, separate each section with a section page and title, number each section beginning with one.

v. **Sections Division and Purpose.** Note the Qualifications and Forms sections will be used to determine if your company is qualified and responsive, while the Technical and Costs sections will be used to determine how well your company meets the requirements of this Solicitation and if the proposed costs are fair and reasonable. The Technical and Costs sections of the awarded consultant ("Consultant's Proposal") will be attached as Attachment 1 to Exhibit A to the City's standard Agreement for execution.

B. Introduction Section.

i. **Title Page.** Provide a title page showing the Solicitation subject; the proposer's name; address, and the date of the proposal.

ii. **Table of Contents.** Provide a table of contents detailing the various sections and page numbers of the information contained in the proposal.

iii. **Letter of Transmittal.** Provide a letter of transmittal signed by an individual authorized to bind the proposer, briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the proposer believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer.

C. Qualifications Section.

i. **Background.** Provide your company's Name, Contacts, History. Provide your company's full legal name, address, phone, fax, email, website; Prior company names (if any) and years in business; mergers, buyouts; Organizational structure (i.e. corp., LLC, sole proprietorship, etc.) and chart; Names and titles of the principal owner(s); Person(s) authorized to make commitments for your company; Contracts terminated for cause, pending litigation or legal issues; Special recognition or awards.

ii. **Experience.** Provide a summary of Experience with similar kinds of work; Familiarity with state and federal procedures; Experience working with public agencies. Provide current business references for whom your company has provided similar services, a very brief description of the provided services.

REQUEST FOR PROPOSALS # 2021031502
for Housing Rehabilitation Program Implementation Services

iii. **Qualifications.** Provide a summary of Financial responsibility; Demonstrated Technical Ability; Capability of developing innovative or advanced techniques; Special qualifications, training, credentials; Staff names, titles, role, qualifications, experience, and length of service and the designated project manager assigned to this project.

iv. **Understanding.** Understanding of the work to be done based on this Solicitation. Include any issues that you believe will require special consideration for this project as well as identify any unique approaches or strengths your company may have.

v. **Additional Requirements.** Provide any additional requirements as required in the Scope of Services and Specifications Requirements Section.

D. Technical Section.

i. **Approach.** Provide a detailed discussion and proposed methodologies, of your company's approach to the successful completion of this project. Include thorough discussions of methodologies you believe are essential to accomplishing each task. Include a proposed work schedule to accomplish all of the required tasks and identify the team member responsible for each.

ii. **Proposed Schedule.** Provide a detailed recommended schedule of activities. If a Meet and Confer and Presentation Requirements and/or a Tentative Schedule are provided in the Scope of Services and Specifications Requirements Section any recommended modifications will need to be addressed.

E. Cost Section.

i. **Time and Expense Basis.** Provide the Compensation based on a time and expense basis. Separate and describe your tasks, and associated costs, for Mobile Home versus Single Family Home Rehabilitation Projects. Allowable markups will be 10% on subconsultants and other direct costs. (A fillable form has also been provided as an additional attachment to this RFP. Both this Cost Section and the fillable form are required.)

ii. **Alternative Basis.** Provide any alternative basis to the Time and Expense Basis that would be advantageous to the City.

F. Forms Section.

i. Standard Forms

- a. Non-Collusion Affidavit Form
- b. References Form
- c. Subcontractors List-Standard Form
- d. Statement of Compliance or Exceptions Form

REQUEST FOR PROPOSALS # 2021031502
for Housing Rehabilitation Program Implementation Services

- e. Status of Past and Present Contracts Form
- f. Insurance Commitment Form
- g. Firm Offer Form

ii. Specific Forms

- a. Offeror Qualifications Response Form (if included)
- b. Price Form

G. Withdrawal and Validity. Offers may be withdrawn before Offer Due Time and Date; Offers not so withdrawn are binding for **120 days** after the due date.

8. Results.

A. Opening Offers. Offers are electronically sealed until the Offer Due Date and Time and thereafter will be electronically unsealed to begin the review and evaluation process as set forth in the Evaluation, Award, Contract, Notice to Proceed Section below.

B. Results Posted. Offers received by the Offer Due Date and Time, will have results posted at www.CityofBrea.net/Purchasing normally, within two business days. The Offer results are subject to change based on responsiveness and determination of qualifications. Visit that webpage, click on Requests for Bids, Proposals, and Quotes, scroll to the desired Solicitation. City will not provide results by any other means.

C. Information Posted. Best Value and Qualifications-based procurements will display Company Name only. Pricing will not be available until the evaluation phase has been completed and an award recommendation has been made.

9. Evaluation.

A. Non-Responsive Offers. Offers that are late or misdirected; or Offerors who did not attend any required mandatory Pre-Offer Meeting or are suspended or debarred (www.sam.gov) are non-responsive. Offers that did not include the required documents or information; modified any terms and conditions; had excessive or inadequate price relative to the Scope of Services and Specifications Requirements may cause the Offer to be deemed non-responsive. Non-responsive Offers will not be considered for further evaluations or award.

B. Responsive Offers. Offers that conform in all material respects to the Solicitation and are eligible for further consideration.

C. Informalities. City may waive any informalities deemed in City's best interest.

D. Local Vendor Preference. City will apply a 1% Local Vendor preference for comparison purposes only.

REQUEST FOR PROPOSALS # 2021031502
for Housing Rehabilitation Program Implementation Services

E. **Evaluation Criteria.** City will evaluate Offers based on how well it meets the Offer Submission Requirements including but not limited to the Qualifications, Technical, Cost, Forms sections; any required clarifications, presentations, interviews; other available information; any required BAFO responses; and any other requirements of this Solicitation not mentioned specifically in this paragraph.

F. **Procurement Type.** This Solicitation is a **best value based procurement**.

i. **Qualifications Basis.** Only the demonstrated competence, professional qualifications, and technical approach of the Offerors will be factored together into the scoring, but not the price. The highest-ranked responsive and responsible Offeror who has demonstrated competence, professional qualifications, and has a fair and reasonable price for the city will be considered for award.

ii. **Best Value Basis.** The qualifications, experience, past performance, and price of the Offerors will be factored together into the scoring. The highest-ranked responsive and responsible Offeror who represents the best value or the city will be considered for award.

G. **Scoring.** All responsive Offers will be reviewed and scored based on the Evaluation Criteria. Unless otherwise set forth in this Solicitation, Offers will be ranked as follows:

Score	Description
90-100	Excellent: Demonstrates strengths in all areas with no weaknesses.
80-89	Very Good: Demonstrates strengths in most areas with minor weaknesses.
70-79	Good: Demonstrates strengths in some areas with some weaknesses.
0-69	Inadequate: Demonstrates a lack of strength in many areas with significant weaknesses.

10. Award, Reject, Rescind.

As may be in City's best interest, City may (i) accept and award any or multiple Offers, or portions of any or multiple Offers; (ii) reject any or multiple Offers; (iii) rescind any Intent to Awards. Any City rejections or rescindments are without any cost or obligation to City. City intends to award responsive and responsible offeror(s) based on above Scoring.

11. Contract/Agreement.

City intends to execute contract(s) with Offeror(s) meeting preceding Awards criteria after Consultant has provided all post-award requirements (insurance, bonding, etc.). Sample contract is attached. Any requested changes to the contract are required by the Question Deadline.

REQUEST FOR PROPOSALS # 2021031502
for Housing Rehabilitation Program Implementation Services

12. Notice to Proceed.

City will issue a notice to proceed to Consultant(s) to commence providing the requirements of the Scope of Services and Specification Section below at the time stated in that notice. Absent a formal notice to proceed letter, the Purchase Order becomes the de facto notice to proceed itself unless otherwise stipulated in the Purchase Order.

End of this Section

Part II
Forms Section

REQUEST FOR PROPOSALS # 2021031502
for Housing Rehabilitation Program Implementation Services

STANDARD FORM A
NON-COLLUSION AFFIDAVIT FORM

Note: To be executed by Offeror and submitted with Offer.

State of _____
(the State of the place of business)

County of _____
(the County of the place of business)

_____, being first duly sworn, deposes and
(name of the person signing this form)

says that he/she is _____ of
(title of the person signing this form)

_____, the party making the foregoing offer
(name of offering company)

that the offer is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the offer is genuine and not collusive or sham; that the OFFEROR has not directly or indirectly induced or solicited any other offeror to put in a false or sham offer; that the OFFEROR has not directly or indirectly colluded, conspired, connived, or agreed with any offeror or anyone else to put in a sham offer, or to refrain from offering; that the OFFEROR has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the offer price of the OFFEROR or any other offeror, or to fix any overhead, profit, or cost element of the offer price, or of that of any other offeror; that all statements contained in the offer are true; and, the OFFEROR has not, directly or indirectly, submitted his or her offer price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, depository, or to any member or agent thereof, to effectuate a collusive or sham offer, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a OFFEROR that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that they have full power to execute, and does execute, this declaration on behalf of the OFFEROR.

I declare under penalty of perjury under the Laws of the State of California that the foregoing is true and correct and that this declaration is executed as set forth.

Signature: _____

Name/Title _____

Date: _____

Notary is not required for this offer.

REQUEST FOR PROPOSALS # 2021031502
for Housing Rehabilitation Program Implementation Services

STANDARD FORM B
REFERENCES FORM

(Offeror's Company Name)

Provide current business references for whom your company has provided similar services.
Provide very brief description of the Project services your company provided to the reference.
Any unsatisfactory references or past unsatisfactory work performance with City may eliminate Offeror from further consideration (Brea Municipal Codes 3.24.020.M)

1. Company Name		
Address, City, State, Zip		
Contact's Name & Title		
Contact's Phone #		
Contact's Email		
Project		
Completion Date & Value		
2. Company Name		
Address, City, State, Zip		
Contact's Name & Title		
Contact's Phone #		
Contact's Email		
Project		
Completion Date & Value		
3. Company Name		
Address, City, State, Zip		
Contact's Name & Title		
Contact's Phone #		
Contact's Email		
Project		
Completion Date & Value		
4. Company Name		
Address, City, State, Zip		
Contact's Name & Title		
Contact's Phone #		
Contact's Email		
Project		
Completion Date & Value		

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STANDARD FORM C
SUBCONTRACTORS LIST-STANDARD FORM

(Offeror's Company Name)

Provide the information requested below. Duplicate this form as necessary to complete list.

☐ Check this box, *if no subcontractors* are to be used for any of the proposed work.

1. Company Name		
Address, City, State, Zip		
Contact's Name & Title		
Contact's Phone #		
Contact's Email		
Proposed work & amounts		
License #s & Class		
DIR # & Exp Date		
2. Company		
Address, City, State, Zip		
Contact's Name & Title		
Contact's Phone #		
Contact's Email		
Proposed work & amounts		
License #s & Class		
DIR # & Exp Date		
3. Company		
Address, City, State, Zip		
Contact's Name & Title		
Contact's Phone #		
Contact's Email		
Proposed work & amounts		
License #s & Class		
DIR # & Exp Date		

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STANDARD FORM D
STATEMENT OF COMPLIANCE OR EXCEPTIONS FORM

Each Offer must be accompanied by this form. Failure to provide this form will cause the Offer to be deemed non-responsive and that Offer will not be considered for further evaluation.

(Offeror's Company Name)

Select one:

☐ **No Exceptions**

By checking the above box, Offeror declares their Offer was prepared in strict compliance with the instructions, conditions, and terms of the Solicitation, Scope of Work, and Agreement.

☐ **With Exceptions**

By checking the above box, Offeror declares their Offer was prepared in consideration of but with exceptions to one or more of the instructions, conditions, and terms of the Solicitation, Scope of Work, and Agreement, in which case **Offeror must provide a detailed list for all such exceptions in the following format.**

Section Page #	Term, Condition, Specification	Exception & Benefit to City	City A or D
-------------------	--------------------------------	-----------------------------	----------------

Offeror acknowledges that City may accept or reject any or all of Offeror's listed exceptions or reject the Offeror's entire Offer that contain any exceptions.

Signature: _____

Name/Title _____

Date: _____

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STANDARD FORM E
STATUS OF PAST AND PRESENT CONTRACTS FORM

Each Offer must be accompanied by this form. Failure to provide this form will cause the Offer to be deemed non-responsive and that Offer will not be considered for further evaluation.

(Offeror's Company Name)

☐ **No Contract Terminations, Settlements, or Legal Actions**

By checking the above box, Offeror declares that the Offeror has not had any Contract Terminations, Settlements, or Legal Actions within the past five years of the date signed hereunder and currently does not have any pending Contract Terminations, Settlements, or Legal Actions.

☐ **One or More Contract Terminations, Settlements, or Legal Actions**

By checking the above box, Offeror declares that the Offeror has had either one or more Contract Terminations, Settlements, or Legal Actions within the past five years of the date signed hereunder in which case, **Offeror must provide a list for all such contracts** and include: Contract Title, Contract Value, Termination Date, Company Name, Contact Name, Phone Number, and Reason for the Terminations, Settlements, or Legal Actions.

The Offeror acknowledges that City may: reject any declarations that are not accompanied with the required documentation as described above; or reject any Offers wherein Offeror has had any Terminations, Settlements, or Legal Actions that City in its sole discretion deems unacceptable.

Signature: _____

Name/Title _____

Date: _____

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STANDARD FORM F
INSURANCE COMMITMENT FORM

Each Offer must be accompanied by this form. Failure to provide this form will cause the Offer to be deemed non-responsive and that Offer will not be considered for further evaluation.

(Offeror's Company Name)

Offeror acknowledges that:

City reserves the right to modify the insurance requirements as set for in the Insurance Requirements section of the Agreement including limits, based on nature of the risk, prior experience, insurer, coverage, or other special circumstances.

City's acceptance and/or approval of the Consultant's insurance documents does not and shall not be construed to relieve Consultant of any obligations, responsibilities or liabilities under any resultant Contract.

Consultant's failure to comply with the required insurance as set forth in the Insurance Requirements of the Agreement is a breach of contract, which may result in one or more of the following: suspension of work, suspension or termination of contract, remuneration of procurement costs for obtaining a replacement contractor, and suspension from submitting future offers based on Consultant's default.

Offeror, at Offeror's sole cost and expense, hereby promises and agrees to:

Acquire required insurance set forth in the Insurance Requirements of the Agreement.

Provide policies of insurance from a company or companies having a current A.M. Best's rating of no less than A:VII and admitted and authorized to transact the business of insurance in the State of California prior to commencing any work and allowing any subcontractor to commence work on any subcontract until it has secured all required insurance unless otherwise permitted or waived in writing by City's Risk Manager.

Maintain in force at all times during the term of any Contract, insurance policies as set forth in the Insurance Requirements of the Agreement; replace any policies whose carrier's rating falls below A VII with policies that meet or better the required A VII rating no later than the renewal date of the policy; amend, supplement, or endorse existing insurance policies that do not meet the insurance requirements set forth in the Insurance Requirements.

Offeror certifies, represents, and commits to all the Insurance Requirements of the Agreement.

Signature: _____

Name/Title: _____

Date: _____

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STANDARD FORM G
OFFEROR QUALIFICATIONS RESPONSE FORM

| |

(Offeror's Company Name)

Offerors must have demonstrated trustworthiness, as well as the necessary quality, fitness, capacity, and experience to satisfactorily provide the requirements specified in this Solicitation based on prior experience with city, references, and other available information.

Provide the information requested below. Do not omit or renumber any sections. Refer to attached documents sparingly and only as necessary; and ensure that any documents referred to are numbered according to the outline below.

1. Background.

Please provide the following information about your company:

- A. Your company's full legal name, address, phone, fax, email, website.
| |
- B. Prior company names (if any) and years in business; mergers, buyouts, etc.
| |
- C. Organizational structure (i.e. corp., LLC, sole proprietorship, etc.).
| |
- D. Names and titles of the principal owner(s).
| |
- E. Person(s) authorized to make commitments for your company.
| |
- F. Special recognition or awards.
| |

2. Experience.

Provide the following information relative to required services:

- A. Summary of Experience with similar kinds of work.
| |

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B. Familiarity with state and federal procedures.

| |

C. Experience working with public agencies.

| |

D. Narrative of the working relationship with current business references for information not already included in the References Form.

| |

3. Qualifications.

Provide the following information relative to required services:

A. Financial responsibility.

| |

B. Demonstrated Technical Ability.

| |

C. Capability of developing innovative or advanced techniques.

| |

D. Special qualifications, training, credentials.

| |

E. Staff names, titles, role, qualifications, and experience assigned to this project.

| |

F. Designated project manager assigned to this project.

| |

4. Understanding.

Provide the following information relative to required services:

A. Understanding of the work to be done based on this Solicitation.

| |

REQUEST FOR PROPOSALS # 2021031502
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- B. Include issues that you believe will require special consideration for this project.

| |

- C. Identify unique approaches or strengths your company has relative to required services.

| |

5. Approach.

Provide the following information relative to required services:

- A. Understanding of the work to be done.

| |

- B. Adequacy of labor and resources to satisfactorily perform the requested services and meet the City's needs.

| |

- C. Names and titles of key management personnel.

| |

- D. Team to be assigned for these services.

| |

Submitted by:

Signature: _____

Name/Title | | _____

Date: | | _____

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STANDARD FORM H
FIRM OFFER FORM

(Offeror's Company Name)

FIRM OFFER made by Consultant to the City of Brea:

I, the undersigned, hereby represent and warrant that I am authorized to submit this Offer on behalf of and to bind the principals who I represent to all the requirements of the City of Brea's Terms & Conditions, Specifications, Scope of Work, any attachments, exhibits, amendments; and I offer and agree to those requirements at the prices set forth in the Offer Form. Further, I understand that no contract exists unless City accepts this Offer by executing the attached Agreement.

Business Name: _____
Business Address: _____
Federal ID#: _____
If any Work is a Public Works Contractor Lic#: _____ DIR#: _____
Business Type _____ 1. Individual/Sole Proprietor or Single-Member LLC; 2. C Corporation;
(Consultant enter a number) _____ 3. S Corporation; 4. Partnership; 5. Trust/Estate; 6. Limited Liability Co.

By: _____

Name:

Title:

Email:

By: _____

Name:

Title:

Email:

Date Signed: _____

CORPs: Chairperson, President, Vice President;
LLCs: Manager

Date Signed: _____

CORPs: Secretary, Assist. Secretary, Chief Finance
Officer, Assist. Treasurer
LLCs: Manager

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

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PRICE FORM

| |

(Offeror's Company Name)

Please use the fillable Price Form provided as an additional attachment to this RFP.

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Part III
Agreement
Scope of Services
Special Provisions

Contract # 2021031502
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated **{AgreementDate}** for reference purposes and is executed by the City of Brea, a California municipal corporation (“City”), and **{ConsultantFullName}** a **{OrganizationType}** (“Consultant”).

RECITALS

A. City desires to retain Consultant as an independent contractor to provide the following professional services: **Housing Rehabilitation Program Implementation Services**.

B. Consultant represents that it is duly licensed, fully authorized by law, and has the necessary experience and qualifications, to provide such services.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Scope of Services.

Consultant shall perform the services referenced in the Recitals and more specifically described in the Scope of Services set forth in the attached Exhibit A, and as otherwise required by this Agreement, all to City’s satisfaction (collectively, “Services”).

2. Compensation.

A. City shall pay for the Services satisfactorily performed, in accordance with the Fee Schedule set forth in the attached **Attachment 1 to Exhibit A**.

B. In no event shall the total amount paid for the Services exceed the all-inclusive sum of \$ **{ContractAmount}** (“Contract Amount”). This amount covers and is inclusive of all labor, materials, and any and all other costs incurred by Consultant in performing the Services. Consultant shall be deemed to have made all inquiries and site inspections deemed necessary by Consultant prior to execution of this Agreement.

C. Unless the Fee Schedule calls for payment of a one-time flat fee, periodic payments for undisputed work shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Consultant’s invoices shall indicate the amount of time spent on each task and the applicable rate.

D. Unless the Fee Schedule calls for payment on a different schedule, Consultant shall invoice City on a monthly basis.

3. Term.

A. The term of this Agreement shall commence on **{TermStartDate}** (“Effective Date”). Unless extended or earlier terminated as provided herein, this Agreement shall expire on **{TermEndDate}** or upon satisfactory completion of the Services, whichever occurs first.

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PROFESSIONAL SERVICES AGREEMENT

B. At the sole discretion of the **City Manager, or designee**, City may extend the term of this Agreement for **four (4)** additional one-year terms by giving written notice to Consultant within 30 days prior to the then-scheduled expiration date.

4. Time of Performance.

A. Consultant shall commence the Services on the above **{CommenceServicesDate}** or the date shown in any City-provided notice to proceed, whichever occurs later and complete the Services within **{CompleteServicesDate}**, and shall meet any other schedules and deadlines as agreed upon in writing.

B. Force Majeure. Neither party shall be considered in default of this Agreement for delays in performance caused by a force majeure event. As used in this Agreement, the term “force majeure event” means circumstances beyond the reasonable control of the non-performing party and includes the following: abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; or judicial restraint. Consultant’s lack of financial capability, shall not constitute a force majeure event unless directly attributable to any of the foregoing events.

C. Should a force majeure event occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to the Services, including costs incurred, shall be maintained by Consultant and made available for review by City at all reasonable times during the term of this Agreement and for four (4) years from the date of final payment by City.

6. Standard of Care.

Consultant’s Services shall be performed in accordance with the generally accepted professional standards of practice and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently performing similar services under similar conditions. Consultant shall maintain all professional licenses and certifications required to lawfully perform the Services.

7. Compliance with Law.

A. Consultant shall comply with all applicable laws including Cal/OSHA requirements.

B. Consultant shall obtain a City of Brea business license.

C. Consultant is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled or released as a result of, or in connection with, its performance of the Services or related operations performed under this Agreement.

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PROFESSIONAL SERVICES AGREEMENT

D. If the Services include work to be performed during the design, site assessment, feasibility study, or any other preconstruction phase of any construction project or otherwise constitute a “public works project” with the scope of the Prevailing Wage Law (Labor Code Section 1720 et seq.), then Consultant shall comply with the Labor Code Requirements set forth in the attached Exhibit B.

E. Consultant shall comply with all CDBG requirements set forth in the attached Exhibit C.

8. Assignment and Subcontracting.

A. Consultant shall not assign or transfer this Agreement or any rights or obligations under, or any interest in this Agreement, or subcontract any required performance hereunder, without the prior written consent of City, which may be withheld for any reason. City shall be deemed to have approved Consultant’s utilization of subcontractors identified in Consultant’s proposal for the Services.

B. Any attempt to so assign, transfer, or subcontract without City’s prior written consent shall be void and shall constitute grounds for City’s termination of this Agreement. Authorized subcontracts shall contain a provision making the subcontractor subject to all requirements of this Agreement.

C. If use of a subcontractor is approved, then City may withhold 5% of each monthly payment to Consultant. Such retention shall be released upon City’s receipt of an unconditional release of all claims signed by any such subcontractor, as to work performed to date.

9. Independent Contractor.

A. Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant is or shall become an employee of City.

B. Consultant will determine the means, methods, and details by which Consultant’s personnel will perform the Services. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Services and compliance with the customary professional standards.

C. Consultant’s personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as an employee of City. Consultant’s personnel shall not use any City e-mail address or City telephone number in the performance of the Services. Consultant shall acquire and maintain at its sole cost and expense such vehicles, equipment and supplies as Consultant’s personnel require to perform the Services. Consultant shall perform the Services off of City premises at locations of Consultant’s choice, except as otherwise may from time to time be necessary in order for Consultant’s personnel to receive projects from City, review plans on file at City, pick up or deliver any work product, or as may be necessary to inspect or visit City locations. City may make a computer available to Consultant from time to time for Consultant’s personnel to obtain information about or to check on the status of projects pertaining to the Services.

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PROFESSIONAL SERVICES AGREEMENT

D. Consultant shall be responsible for and pay all wages, salaries, benefits and other amounts due to Consultant's personnel in connection with the Services. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Consultant and its officers, employees, agents, and subcontractors shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit or any incident of employment by City, including eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") or any other retirement program, as an employee of City, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits or any other retirement benefits.

10. PERS Compliance.

The parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Consultant agrees that, in providing its employees and any other personnel to City to perform the Services, Consultant shall assure compliance with the Public Employees' Retirement Law (Government Code Section 20000 et seq.), the regulations of PERS, and the Public Employees' Pension Reform Act of 2013 (Government Code Section 7522 et seq.). Without limitation to the foregoing, Consultant shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

11. Insurance.

Unless otherwise permitted or waived in writing by City's Risk Manager, Consultant shall not commence work until it has secured all insurance required under this section and provided evidence thereof that is acceptable to City. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

A. Commercial General Liability

i. Consultant shall take out and maintain, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to City.

ii. Coverage for Commercial General Liability insurance shall be at least as broad as the following:

a. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

iii. Commercial General Liability Insurance must include coverage for the following:

a. Bodily Injury and Property Damage

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PROFESSIONAL SERVICES AGREEMENT

- b. Personal Injury/Advertising Injury
- c. Premises/Operations Liability
- d. Products/Completed Operations Liability
- e. Aggregate Limits that Apply per Project
- f. Contractual Liability with respect to this Agreement
- g. Broad Form Property Damage
- h. Independent Consultants Coverage

iv. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to this Agreement.

v. The policy shall be endorsed to name City, its officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials, as additional insureds using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

vi. The general liability coverage may utilize deductibles or provide coverage excess of a self-insured retention, only if approved by City's Risk Manager in writing, and further provided that such deductibles shall not apply to coverage of the additional insureds.

B. Automobile Liability

i. Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to City.

ii. Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

iii. The policy shall be endorsed to name City, its officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials, as additional insureds.

iv. Subject to City's written approval, the automobile liability coverage may utilize deductibles or provide coverage excess of a self-insured retention, provided that such deductibles shall not apply to coverage of the additional insureds.

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C. Workers' Compensation/Employer's Liability

i. Consultant certifies that Consultant is aware of the provisions of Labor Code Section 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she/it will comply with such provisions before commencing work under this Agreement.

ii. Consultant shall maintain full compensation insurance for its employees in accordance with the Workers' Compensation and Insurance Act (Labor Code Section 3200 et seq.) and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subcontractors to obtain and maintain workers' compensation coverage of the same type and limits as specified in this section.

D. Professional Liability (Errors and Omissions)

Consultant shall maintain professional liability or errors and omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to City and with the limits required herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy coverage form specifically designed to protect against acts, errors or omissions of Consultant in the performance of professional services. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

E. Cyber Liability

If Cyber Liability is included in the Minimum Policy Limits Required below, then Consultant shall maintain cyber liability insurance providing protection against claims and liabilities arising from: (i) errors and omissions in connection with maintaining security of City Data (as defined below); (ii) data breach including theft, destruction, and/or unauthorized use of City Data; (iii) identity theft including bank charges assessed; and (iv) violation of privacy rights due to a breach of City Data.

F. Minimum Policy Limits Required

i. A.M. Best's Rating

Each policy of insurance required herein shall be from a company or companies having a current A.M. Best's rating of no less than A:VII and admitted and authorized to transact the business of insurance in the State of California.

ii. The following insurance limits are required for this Agreement:

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PROFESSIONAL SERVICES AGREEMENT

If <input checked="" type="checkbox"/> , then required	<u>Combined Single Limit</u>
<input checked="" type="checkbox"/> Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
<input checked="" type="checkbox"/> Automobile Liability	\$2,000,000 per occurrence (any auto) for bodily injury and property damage
<input checked="" type="checkbox"/> Workers' Compensation	In the amount required by California law
<input checked="" type="checkbox"/> Employer's Liability	\$1,000,000 per occurrence
<input checked="" type="checkbox"/> Professional Liability	\$2,000,000 per claim and aggregate (errors and omissions)
<input type="checkbox"/> Cyber Liability	\$2,000,000 per occurrence

iii. Defense costs shall be payable in addition to the limits.

iv. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement.

G. Proof of Insurance

Within five days of execution of this Agreement, but prior to commencement of the Services, Consultant shall file with City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

H. Policy Provisions Required

i. Consultant shall provide City at least 30 days prior written notice of cancellation of any policy required by this Agreement, except that Consultant shall provide at least 10 days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, Consultant shall deliver renewal certificate(s) including the required additional insured endorsement to City at least 10 days prior to the effective date of cancellation or expiration.

ii. The Commercial General Liability Policy and Automobile Liability Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by City or any additional insureds shall not be called upon to contribute to any loss.

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iii. The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. If a “claims-made” professional liability policy is provided, it shall include an extended reporting period of not less than three years.

iv. All required insurance coverages, except for the professional and cyber liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of City, its officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials, or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

v. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve Consultant from liability in excess of such coverage, nor shall it limit Consultant’s indemnification obligations to City or preclude City from taking such other actions available to City under other provisions of this Agreement or law.

I. Additional Insurance Provisions

i. The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of such insurance by City, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Consultant pursuant to this Agreement, including the provisions concerning indemnification.

ii. If at any time during the term of this Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may terminate this Agreement for cause.

iii. City may require Consultant to provide for inspection by City, complete copies of all insurance policies in effect for the duration of the Agreement.

iv. No City official, officer, employee, agent or volunteer shall be personally responsible for any liability arising under or by virtue of this Agreement.

v. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to Consultant; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Consultant under this Agreement.

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J. Subcontractor Insurance Requirements

Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to City that it has secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors shall be endorsed to name City, its officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials as additional insureds, using ISO form CG 20 38 04 13 or an endorsement providing the same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors.

12. Indemnification.

A. Other than in the performance of professional services, and to the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by City), indemnify and hold City, its officials, officers, attorneys, agents, employees, servants, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees") free and harmless with respect to any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, stop notices and/or injury of any kind, in law or equity, to property or persons, including bodily injury, wrongful death, personal injury and property damage, and destruction, or unauthorized access to, use, and/or theft of City Data (collectively, "Claims") in any manner and to the extent arising out of, pertaining to, or incidental to any act, error, omission, or willful misconduct of Consultant, its owners, officials, officers, employees, servants, subcontractors, consultants or agents (and/or any entity or individual for whom Consultant shall bear legal liability) in connection with the performance of the Services including the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses actually incurred in connection with such defense. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, or by City or any of the other Indemnitees. Consultant shall have no liability hereunder for claims and liabilities arising out of the sole, active negligence of any of the Indemnitees.

B. Professional Services. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the Indemnitees, from and against any and all Claims, whether actual, alleged or threatened, to the extent arising out of, pertaining to, or relating to, in whole or in part, the negligence, recklessness or willful misconduct of Consultant, and/or its officers, agents, servants, employees, subcontractors, contractors or their officers, agents, servants or employees (and/or any entity or individual for whom Consultant shall bear legal liability) in the performance of professional services under this Agreement. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Claims with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs, actually incurred in connection with such defense.

C. Consultant's obligations under this Section shall survive the expiration or termination of this Agreement.

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13. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California without regard for change of venue laws. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Orange, State of California. Consultant must comply with the claim procedures set forth in the Government Claims act (Government Code Section 810 et seq.) prior to filing any lawsuit against City.

14. Termination.

A. City may terminate any portion or all of the Services or this Agreement with or without cause by giving 10 days' written notice to Consultant. In such event, City shall be immediately given title to and possession of all Work Product (as defined) below and original field notes, drawings and specifications, written reports and all other documents produced or developed pursuant to this Agreement. Provided Consultant is not then in breach, City shall pay Consultant for any portion of the Services satisfactorily completed prior to termination. If termination occurs prior to completion of any specific task for which a payment request has not been received, the charge for Services performed shall be the reasonable value of such Services, based on an amount agreed to by the parties. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation resulting from such termination.

B. Consultant may terminate this Agreement only for cause and by serving written notice of termination to City, provided Consultant has first served City with a written notice of default and demand to cure, and City has failed to cure such default within 30 days of receipt of such notice.

15. Ownership of Work Product.

A. All draft and final reports, documents, and other written material, and any and all images, ideas, concepts, designs including website designs, source code, object code, electronic data and files, and/or other media whatsoever created or developed by Consultant in the performance of this Agreement (collectively, "Work Product") shall be considered to be "works made for hire" for the benefit of City. All Work Product and any and all intellectual property rights arising from their creation, including all copyrights and other proprietary rights, shall be and remain the property of City without restriction or limitation upon their use, duplication or dissemination by City upon final payment being made, provided that any such use shall be at City's sole risk. Consultant shall not obtain or attempt to obtain copyright protection as to any of the Work Product. Consultant agrees that the compensation set forth in Section 2 of this Agreement includes conveyance to City of ownership of all Work Product, including intellectual property rights, as provided in this Section 16.

B. Consultant hereby assigns to City all rights of ownership to the Work Product, including any and all related intellectual property and proprietary rights, that are not otherwise vested in City pursuant to subsection A above.

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C. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment or Consultant's default, City shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. Consultant shall defend, indemnify and hold City, and the other Indemnitees harmless from any and all losses, claims or liabilities in any way related to a claim that City's use of any of the Work Product violates federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products, ideas or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event the use of any of the Work Product or other deliverables hereunder by City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its expense, shall: (a) secure for City the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for City; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. Consultant's obligations under this Section shall survive the expiration or termination of this Agreement.

16. Data Security.

A. As used in this Agreement, "City Data" means any and all information and data provided or made accessible, directly or indirectly, to Consultant by City, or otherwise acquired from City, in connection with Consultant's performance of the Services. Except where subject to a third party's intellectual property rights, any and all City Data is solely owned by City. Consultant is granted a limited, non-exclusive, and revocable license to use City Data solely as necessary to perform the Services. At no time shall Consultant use City Data for its own purposes, or sell, disclose or disseminate City Data, except as required by law or to provide the Services. At all times herein, Consultant shall protect and maintain the security of City Data using methods providing not less than the level of security Consultant uses for its own confidential data, and that otherwise comply with recognized industry data security standards applicable to similar kinds of governmental data and information.

B. To the extent any City Data consists of personal information as defined in Consumer Privacy Act (Civil Code Section 1798.100 et seq.), Consultant shall comply with that statute and with Civil Code Section 1798.82 including providing the required notifications in the event of any unauthorized access of personal information stored, maintained, accessed, used or transmitted by Consultant in connection with this Agreement. Notwithstanding the foregoing, Consultant shall within 24 hours notify the City Representative by telephone and in writing of any unauthorized access of City Data. Thereafter, Consultant shall render any assistance to City and law enforcement as necessary to ascertain the nature and extent of such unauthorized access.

C. Consultant shall not store City Data using cloud-based storage without City's prior, written consent, unless the use of such storage is clearly described in the Scope of Services. Where permitted herein, any and all cloud based storage shall be on servers and other hardware located within the continental United States, and shall be in compliance with ISO/IEC 27001 - 27018, as applicable, unless otherwise agreed to in writing by the City Representative.

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17. Party Representatives.

A. Consultant hereby designates **{ContractorRepName}**, or such person's designee, as Consultant's Representative for this Agreement, unless and until written notice of a new representative acceptable to City is provided to City.

B. City hereby designates **Marie Dao** or such person's designee, as the City Representative for this Agreement.

C. The foregoing representatives shall be authorized to provide consent where required herein, and to make other administrative decisions that will be binding on their respective party, except as otherwise specifically required herein.

18. Notices.

Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, certified mail with return receipt requested and postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing.

City	Consultant
City of Brea	{ContractorFullName}
1 Civic Center Circle	{ConPMStreetAddress}
Brea, CA 92821	{ConPMcity}, {ConPMstate} {ConPMzip}
United States	{ConPMCountry}
Marie Dao, Management Analyst	{ConPMName}
maried@cityofbrea.net	{ConPMEmail}
(714) 671-4461	{ConPMPhone}

19. Third Party Rights.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.

20. Conflicts of Interest.

A. Consultant covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services. Consultant certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of City.

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B. Consultant further covenants that, in the performance of this Agreement, no subcontractor or person having any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services shall be employed. Consultant has provided City with a list of all City-approved subcontractors and the key personnel for such subcontractors that are retained or to be retained by Consultant in connection with the performance of the Services, to assist City in affirming compliance with this Section.

C. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. If required, Consultant further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City Clerk as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to terminate this Agreement without liability. No director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

21. Severability.

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

22. Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of the parties.

23. Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specified in writing, and any such waiver shall be limited to that set of circumstances and not to any future circumstances unless another written waiver is executed.

24. Time of Essence.

Time is of the essence in each and every provision of this Agreement.

25. City's Right to Employ Other Consultants.

City reserves its right to employ other consultants to provide the Services or similar services.

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26. Exhibits.

The attached **Exhibits A-C** are incorporated herein by reference. In the event of any conflict or inconsistency between the provisions of this Agreement and any Exhibit, the provisions of this Agreement shall govern. In the event of any conflict or inconsistency between the provisions of this Scope of Services and Specifications Requirements and the Consultant's Proposal set forth in the attached **Attachment 1 to Exhibit A**, the provisions of the Scope of Services and Specifications Requirements shall govern.

27. Entire Agreement.

This Agreement (including the attached Exhibits) represents the entire understanding of the parties as to the Services, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both parties. This is an integrated Agreement.

[SIGNATURES ON FOLLOWING PAGE]

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TO EXECUTE THIS AGREEMENT, the Parties have caused their authorized representatives to sign below. Digital Signatures are acceptable if they conform to all requirements of California Government Code Section 16.5.

{ConsultantFullName}

By: _____
{ConSigner1Name}
{ConSigner1Title}
{ConSigner1Email}

By: _____
{ConSigner2Name}
{ConSigner2Title}
{ConSigner2Email}

Date Signed: _____
CORPs: Chairperson, President, Vice President;
LLCs: Manager

Date Signed: _____
CORPs: Secretary, Asst. Secretary, Chief Finance
Officer, Asst. Treasurer
LLCs: Manager

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

City of Brea
By: _____
William Gallardo
City Manager
billga@cityofbrea.net

Attest (if over \$25,000)
By: _____
Lillian Harris-Neal
City Clerk
lillianhn@cityofbrea.net

Date Signed: _____

Date Signed: _____

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EXHIBIT A
Scope of Services and Specifications Requirements

1. Introduction.

A. General Information.

i. **Location, Size, Population.** The City of Brea is located about thirty miles from Los Angeles in northeast Orange County and is at the juncture of three of California's most populous counties: Los Angeles, Riverside and San Bernardino. Within its twelve square miles, Brea's residential population is nearly 45,000 while its daytime population increases to about 120,000 as an employment, shopping, and entertainment hub.

ii. **Housing Rehabilitation Program.** Brea is responsible for City's Housing Rehabilitation Program, which provides technical and financial assistance for home repairs to low-income Brea homeowners. This Program is Federally-funded through the Community Development Block Grant Program (CDBG) and offers forgivable grants to mobile home owners and no-interest loans to single family home owners.

2. Objectives.

Brea desires to obtain services from a well-qualified firm to provide **Housing and Rehabilitation Program Assistance and Program Implementation Services** as detailed in the Scope of Services section below.

i. **Comprehensive Review.** To obtain a comprehensive review of the current services, costs, and ability to meet all applicable CDBG requirements and to evaluate the adequacy of the current program.

ii. **Proposed Recommendations.** To obtain proposed recommendation that meet all applicable CDBG requirements and improve the services, maintain or decrease costs wherever possible.

iii. **Assistance and Implementation Services.** To obtain ongoing Assistance and Implementation Services.

iv. **Reports and Reviews.** To obtain preliminary, final, and updated reports and as-needed reviews to ensure full-compliance with all applicable CDBG requirements.

3. Scope of Services.

A. Required Services will include, but are not limited to, the following (some services may be on an "as needed" basis):

- i. Conduct application review and qualification, as needed.
- ii. Provide liaison between Program participants, construction contractors, and City staff.

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- iii. Conduct property inspections before, during, and after construction work, including providing photos to City staff.
- iv. Prepare Program documents including, but not limited to:
 - a. Minor Rehabilitation Environmental Report-Appendix A (CDBG requirement), as needed.
 - b. State Historic Preservation Office correspondence (CDBG requirement), as needed.
 - c. Construction bid packets
 - d. Loan documents
 - e. Construction contracts
 - f. Change Orders
 - g. Inspection checklists
 - h. Notice of Completion
- v. Coordinate bid walks, bid review, and construction contractor selection.
- vi. Verify construction contractor eligibility (and provide documentation) for:
 - a. Contractor State License Board license in good standing
 - b. Non-debarment or suspension
 - c. City/Program insurance requirements
 - d. Valid city business license
- vii. Provide oversight of construction progress.
- viii. Prepare document recording with the Orange County Recorder or California Housing and Community Development Department, as needed.
- ix. Provide City with regular status reports of rehab projects as requested.
- x. Work with City, Program participants, and escrow company to process required forms for subordinations, payoffs, and reconveyances, as needed.
- xi. Verify compliance of all Program participants via annual recertifications, as needed.

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B. Anticipated Schedule.

i. **Work Schedule.** City has proposed the following post award schedule: the start of contract will be on a date mutually agreed-upon, rehabilitation projects will be dependent upon County award of funding, and ongoing services will be as needed.

ii. **Payment Schedule.** Payments will be made based on completion of Rehabilitation Projects. Consultant may submit monthly progress payments for completed phases of work.

End of this Exhibit

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Attachment 1 to Exhibit A
CONSULTANT'S PROPOSAL AND FEE SCHEDULE
(attached)

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EXHIBIT B
Labor Code Requirements

1. Consultant acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the Labor Code relating to public works, and Consultant agrees to be bound by all provisions thereof as though set forth in full herein.
2. This is a public work and requires the payment of prevailing wages for the work or craft in which the worker is employed for any public work done under the contract by Consultant or by any subcontractor pursuant to Labor Code Section 1771. Pursuant to Labor Code Section 1773, City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this contract from the Director of the Department of Industrial Relations. These rates are on file with the City Clerk or may be obtained at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

Copies may be obtained at cost at the City Clerk's office. Consultant shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Labor Code Sections 1775, 1776, 1777.5, 1777.6, and 1813. Pursuant to Labor Code Section 1775 of the Labor Code, Contractor shall forfeit to City, as a penalty, not more than \$200 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this contract, by Consultant or by any subcontractor, in violation of the provisions of this Agreement.

3. In accordance with Labor Code Sections 1725.5 and 1771.1, and except for projects involving construction, alteration, demolition, installation, or repair work of \$25,000 or less, or maintenance work of \$15,000 or less, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Public Contract Code Section 4104, or engage in the performance of any public work contract unless currently registered and qualified to perform public work pursuant to Section 1725.5 [with limited exceptions for bid purposes, only, pursuant to Labor Code Section 1771.1(a)].
4. Pursuant to Labor Code Section 1776, Consultant shall maintain and make available an accurate record showing the name of each worker and hours worked each day and each week by each worker employed by Consultant performing services covered by this Agreement. Consultant and its subcontractors shall furnish electronic certified payroll records to the Labor Commissioner in accordance with Labor Code Section 1771.4. The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Consultant is responsible for compliance with Section 1776 by itself and all of its subcontractors. This project is subject to compliance monitoring and enforcement by the DIR. Consultant shall post job site notices, as prescribed by regulation.
5. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Consultant shall be

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responsible for compliance with these Sections for all apparent iceable occupations. Before commencing the Services, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Services, Consultant and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

6. Consultant agrees to comply with the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to City, forfeit \$25 for each worker employed in the execution of the contract by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code.
7. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by executing this Agreement, Consultant certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

End of this Exhibit

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EXHIBIT C
CDBG Contract Provisions (24 CFR 85.36(i))

(i) Contract provisions.

A grantee's and sub grantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Procurement Policy.

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

(2) Termination for cause and for convenience by the grantee or sub grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(3) Compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub grantees)

(4) Compliance with the Copeland "Anti-Kickback" Act (18 . 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)

(5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation)

(6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers)

(7) Notice of awarding agency requirements and regulations pertaining to reporting.

(8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

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(11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000.)

(13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

(14) County, the State of California and the United States Government and/or their representatives, shall have access, for purposes of monitoring, auditing, and examining, to Subrecipient's activities, books, documents and papers (including computer records and emails) and to records of Subrecipient's subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Contract.

End of this Exhibit

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PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated _____, 2021 for reference purposes and is executed by the City of Brea, a California municipal corporation ("City"), and **Housing Programs a Corporation** ("Consultant").

RECITALS

- A. City desires to retain Consultant as an independent contractor to provide the following professional services: **Housing Rehabilitation Program Implementation Services**.
- B. Consultant represents that it is duly licensed, fully authorized by law, and has the necessary experience and qualifications, to provide such services.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Scope of Services.

Consultant shall perform the services referenced in the Recitals and more specifically described in the Scope of Services set forth in the attached Exhibit A, and as otherwise required by this Agreement, all to City's satisfaction (collectively, "Services").

2. Compensation.

A. City shall pay for the Services satisfactorily performed, in accordance with the Fee Schedule set forth in the attached **Attachment 1 to Exhibit A**.

B. In no event shall the total amount paid for the Services exceed the all-inclusive sum of **\$174,288.38** ("Contract Amount"). This amount covers and is inclusive of all labor, materials, and any and all other costs incurred by Consultant in performing the Services. Consultant shall be deemed to have made all inquiries and site inspections deemed necessary by Consultant prior to execution of this Agreement.

C. Unless the Fee Schedule calls for payment of a one-time flat fee, periodic payments for undisputed work shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Consultant's invoices shall indicate the amount of time spent on each task and the applicable rate.

D. Unless the Fee Schedule calls for payment on a different schedule, Consultant shall invoice City on a monthly basis.

3. Term.

A. The term of this Agreement shall commence on **June 7, 2021** ("Effective Date"). Unless extended or earlier terminated as provided herein, this Agreement shall expire on **June 6, 2022** or upon satisfactory completion of the Services, whichever occurs first.

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B. At the sole discretion of the **City Manager, or designee**, City may extend the term of this Agreement for **four (4)** additional one-year terms by giving written notice to Consultant within 30 days prior to the then-scheduled expiration date.

4. Time of Performance.

A. Consultant shall commence the Services on the above **June 7, 2021** or the date shown in any City-provided notice to proceed, whichever occurs later and complete the Services within **June 6, 2022**, and shall meet any other schedules and deadlines as agreed upon in writing.

B. Force Majeure. Neither party shall be considered in default of this Agreement for delays in performance caused by a force majeure event. As used in this Agreement, the term "force majeure event" means circumstances beyond the reasonable control of the non-performing party and includes the following: abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; or judicial restraint. Consultant's lack of financial capability, shall not constitute a force majeure event unless directly attributable to any of the foregoing events.

C. Should a force majeure event occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to the Services, including costs incurred, shall be maintained by Consultant and made available for review by City at all reasonable times during the term of this Agreement and for four (4) years from the date of final payment by City.

6. Standard of Care.

Consultant's Services shall be performed in accordance with the generally accepted professional standards of practice and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently performing similar services under similar conditions. Consultant shall maintain all professional licenses and certifications required to lawfully perform the Services.

7. Compliance with Law.

A. Consultant shall comply with all applicable laws including Cal/OSHA requirements.

B. Consultant shall obtain a City of Brea business license.

C. Consultant is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled or released as a result of, or in connection with, its performance of the Services or related operations performed under this Agreement.

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D. If the Services include work to be performed during the design, site assessment, feasibility study, or any other preconstruction phase of any construction project or otherwise constitute a "public works project" with the scope of the Prevailing Wage Law (Labor Code Section 1720 et seq.), then Consultant shall comply with the Labor Code Requirements set forth in the attached Exhibit B.

E. Consultant shall comply with all CDBG requirements set forth in the attached Exhibit C.

8. Assignment and Subcontracting.

A. Consultant shall not assign or transfer this Agreement or any rights or obligations under, or any interest in this Agreement, or subcontract any required performance hereunder, without the prior written consent of City, which may be withheld for any reason. City shall be deemed to have approved Consultant's utilization of subcontractors identified in Consultant's proposal for the Services.

B. Any attempt to so assign, transfer, or subcontract without City's prior written consent shall be void and shall constitute grounds for City's termination of this Agreement. Authorized subcontracts shall contain a provision making the subcontractor subject to all requirements of this Agreement.

C. If use of a subcontractor is approved, then City may withhold 5% of each monthly payment to Consultant. Such retention shall be released upon City's receipt of an unconditional release of all claims signed by any such subcontractor, as to work performed to date.

9. Independent Contractor.

A. Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant is or shall become an employee of City.

B. Consultant will determine the means, methods, and details by which Consultant's personnel will perform the Services. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Services and compliance with the customary professional standards.

C. Consultant's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as an employee of City. Consultant's personnel shall not use any City e-mail address or City telephone number in the performance of the Services. Consultant shall acquire and maintain at its sole cost and expense such vehicles, equipment and supplies as Consultant's personnel require to perform the Services. Consultant shall perform the Services off of City premises at locations of Consultant's choice, except as otherwise may from time to time be necessary in order for Consultant's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product, or as may be necessary to inspect or visit City locations. City may make a computer available to Consultant from time to time for Consultant's personnel to obtain information about or to check on the status of projects pertaining to the Services.

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D. Consultant shall be responsible for and pay all wages, salaries, benefits and other amounts due to Consultant's personnel in connection with the Services. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Consultant and its officers, employees, agents, and subcontractors shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit or any incident of employment by City, including eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") or any other retirement program, as an employee of City, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits or any other retirement benefits.

10. PERS Compliance.

The parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Consultant agrees that, in providing its employees and any other personnel to City to perform the Services, Consultant shall assure compliance with the Public Employees' Retirement Law (Government Code Section 20000 et seq.), the regulations of PERS, and the Public Employees' Pension Reform Act of 2013 (Government Code Section 7522 et seq.). Without limitation to the foregoing, Consultant shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

11. Insurance.

Unless otherwise permitted or waived in writing by City's Risk Manager, Consultant shall not commence work until it has secured all insurance required under this section and provided evidence thereof that is acceptable to City. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

A. Commercial General Liability

i. Consultant shall take out and maintain, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to City.

ii. Coverage for Commercial General Liability insurance shall be at least as broad as the following:

a. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

iii. Commercial General Liability Insurance must include coverage for the following:

a. Bodily Injury and Property Damage

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- b. Personal Injury/Advertising Injury
- c. Premises/Operations Liability
- d. Products/Completed Operations Liability
- e. Aggregate Limits that Apply per Project
- f. Contractual Liability with respect to this Agreement
- g. Broad Form Property Damage
- h. Independent Consultants Coverage

iv. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to this Agreement.

v. The policy shall be endorsed to name City, its officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials, as additional insureds using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

vi. The general liability coverage may utilize deductibles or provide coverage excess of a self-insured retention, only if approved by City's Risk Manager in writing, and further provided that such deductibles shall not apply to coverage of the additional insureds.

B. Automobile Liability

i. Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to City.

ii. Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

iii. The policy shall be endorsed to name City, its officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials, as additional insureds.

iv. Subject to City's written approval, the automobile liability coverage may utilize deductibles or provide coverage excess of a self-insured retention, provided that such deductibles shall not apply to coverage of the additional insureds.

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C. Workers' Compensation/Employer's Liability

i. Consultant certifies that Consultant is aware of the provisions of Labor Code Section 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she/it will comply with such provisions before commencing work under this Agreement.

ii. Consultant shall maintain full compensation insurance for its employees in accordance with the Workers' Compensation and Insurance Act (Labor Code Section 3200 et seq.) and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subcontractors to obtain and maintain workers' compensation coverage of the same type and limits as specified in this section.

D. Professional Liability (Errors and Omissions)

Consultant shall maintain professional liability or errors and omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to City and with the limits required herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy coverage form specifically designed to protect against acts, errors or omissions of Consultant in the performance of professional services. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

E. Cyber Liability

If Cyber Liability is included in the Minimum Policy Limits Required below, then Consultant shall maintain cyber liability insurance providing protection against claims and liabilities arising from: (i) errors and omissions in connection with maintaining security of City Data (as defined below); (ii) data breach including theft, destruction, and/or unauthorized use of City Data; (iii) identity theft including bank charges assessed; and (iv) violation of privacy rights due to a breach of City Data.

F. Minimum Policy Limits Required

i. A.M. Best's Rating

Each policy of insurance required herein shall be from a company or companies having a current A.M. Best's rating of no less than A:VII and admitted and authorized to transact the business of insurance in the State of California.

ii. The following insurance limits are required for this Agreement:

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If <input checked="" type="checkbox"/>, then required	<u>Combined Single Limit</u>
<input checked="" type="checkbox"/> Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
<input checked="" type="checkbox"/> Automobile Liability	\$2,000,000 per occurrence (any auto) for bodily injury and property damage
<input checked="" type="checkbox"/> Workers' Compensation	In the amount required by California law
<input checked="" type="checkbox"/> Employer's Liability	\$1,000,000 per occurrence
<input checked="" type="checkbox"/> Professional Liability	\$2,000,000 per claim and aggregate (errors and omissions)
<input type="checkbox"/> Cyber Liability	\$2,000,000 per occurrence

iii. Defense costs shall be payable in addition to the limits.

iv. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement.

G. Proof of Insurance

Within five days of execution of this Agreement, but prior to commencement of the Services, Consultant shall file with City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

H. Policy Provisions Required

i. Consultant shall provide City at least 30 days prior written notice of cancellation of any policy required by this Agreement, except that Consultant shall provide at least 10 days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, Consultant shall deliver renewal certificate(s) including the required additional insured endorsement to City at least 10 days prior to the effective date of cancellation or expiration.

ii. The Commercial General Liability Policy and Automobile Liability Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by City or any additional insureds shall not be called upon to contribute to any loss.

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iii. The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. If a "claims-made" professional liability policy is provided, it shall include an extended reporting period of not less than three years.

iv. All required insurance coverages, except for the professional and cyber liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of City, its officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials, or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

v. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve Consultant from liability in excess of such coverage, nor shall it limit Consultant's indemnification obligations to City or preclude City from taking such other actions available to City under other provisions of this Agreement or law.

I. Additional Insurance Provisions

i. The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of such insurance by City, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Consultant pursuant to this Agreement, including the provisions concerning indemnification.

ii. If at any time during the term of this Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may terminate this Agreement for cause.

iii. City may require Consultant to provide for inspection by City, complete copies of all insurance policies in effect for the duration of the Agreement.

iv. No City official, officer, employee, agent or volunteer shall be personally responsible for any liability arising under or by virtue of this Agreement.

v. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to Consultant; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Consultant under this Agreement.

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J. Subcontractor Insurance Requirements

Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to City that it has secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors shall be endorsed to name City, its officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials as additional insureds, using ISO form CG 20 38 04 13 or an endorsement providing the same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors.

12. Indemnification.

A. Other than in the performance of professional services, and to the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by City), indemnify and hold City, its officials, officers, attorneys, agents, employees, servants, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees") free and harmless with respect to any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, stop notices and/or injury of any kind, in law or equity, to property or persons, including bodily injury, wrongful death, personal injury and property damage, and destruction, or unauthorized access to, use, and/or theft of City Data (collectively, "Claims") in any manner and to the extent arising out of, pertaining to, or incidental to any act, error, omission, or willful misconduct of Consultant, its owners, officials, officers, employees, servants, subcontractors, consultants or agents (and/or any entity or individual for whom Consultant shall bear legal liability) in connection with the performance of the Services including the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses actually incurred in connection with such defense. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, or by City or any of the other Indemnitees. Consultant shall have no liability hereunder for claims and liabilities arising out of the sole, active negligence of any of the Indemnitees.

B. Professional Services. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the Indemnitees, from and against any and all Claims, whether actual, alleged or threatened, to the extent arising out of, pertaining to, or relating to, in whole or in part, the negligence, recklessness or willful misconduct of Consultant, and/or its officers, agents, servants, employees, subcontractors, contractors or their officers, agents, servants or employees (and/or any entity or individual for whom Consultant shall bear legal liability) in the performance of professional services under this Agreement. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Claims with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs, actually incurred in connection with such defense.

C. Consultant's obligations under this Section shall survive the expiration or termination of this Agreement.

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13. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California without regard for change of venue laws. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Orange, State of California. Consultant must comply with the claim procedures set forth in the Government Claims act (Government Code Section 810 et seq.) prior to filing any lawsuit against City.

14. Termination.

A. City may terminate any portion or all of the Services or this Agreement with or without cause by giving 10 days' written notice to Consultant. In such event, City shall be immediately given title to and possession of all Work Product (as defined) below and original field notes, drawings and specifications, written reports and all other documents produced or developed pursuant to this Agreement. Provided Consultant is not then in breach, City shall pay Consultant for any portion of the Services satisfactorily completed prior to termination. If termination occurs prior to completion of any specific task for which a payment request has not been received, the charge for Services performed shall be the reasonable value of such Services, based on an amount agreed to by the parties. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation resulting from such termination.

B. Consultant may terminate this Agreement only for cause and by serving written notice of termination to City, provided Consultant has first served City with a written notice of default and demand to cure, and City has failed to cure such default within 30 days of receipt of such notice.

15. Ownership of Work Product.

A. All draft and final reports, documents, and other written material, and any and all images, ideas, concepts, designs including website designs, source code, object code, electronic data and files, and/or other media whatsoever created or developed by Consultant in the performance of this Agreement (collectively, "Work Product") shall be considered to be "works made for hire" for the benefit of City. All Work Product and any and all intellectual property rights arising from their creation, including all copyrights and other proprietary rights, shall be and remain the property of City without restriction or limitation upon their use, duplication or dissemination by City upon final payment being made, provided that any such use shall be at City's sole risk. Consultant shall not obtain or attempt to obtain copyright protection as to any of the Work Product. Consultant agrees that the compensation set forth in Section 2 of this Agreement includes conveyance to City of ownership of all Work Product, including intellectual property rights, as provided in this Section 16.

B. Consultant hereby assigns to City all rights of ownership to the Work Product, including any and all related intellectual property and proprietary rights, that are not otherwise vested in City pursuant to subsection A above.

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C. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment or Consultant's default, City shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. Consultant shall defend, indemnify and hold City, and the other Indemnitees harmless from any and all losses, claims or liabilities in any way related to a claim that City's use of any of the Work Product violates federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products, ideas or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event the use of any of the Work Product or other deliverables hereunder by City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its expense, shall: (a) secure for City the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for City; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. Consultant's obligations under this Section shall survive the expiration or termination of this Agreement.

16. Data Security.

A. As used in this Agreement, "City Data" means any and all information and data provided or made accessible, directly or indirectly, to Consultant by City, or otherwise acquired from City, in connection with Consultant's performance of the Services. Except where subject to a third party's intellectual property rights, any and all City Data is solely owned by City. Consultant is granted a limited, non-exclusive, and revocable license to use City Data solely as necessary to perform the Services. At no time shall Consultant use City Data for its own purposes, or sell, disclose or disseminate City Data, except as required by law or to provide the Services. At all times herein, Consultant shall protect and maintain the security of City Data using methods providing not less than the level of security Consultant uses for its own confidential data, and that otherwise comply with recognized industry data security standards applicable to similar kinds of governmental data and information.

B. To the extent any City Data consists of personal information as defined in Consumer Privacy Act (Civil Code Section 1798.100 et seq.), Consultant shall comply with that statute and with Civil Code Section 1798.82 including providing the required notifications in the event of any unauthorized access of personal information stored, maintained, accessed, used or transmitted by Consultant in connection with this Agreement. Notwithstanding the foregoing, Consultant shall within 24 hours notify the City Representative by telephone and in writing of any unauthorized access of City Data. Thereafter, Consultant shall render any assistance to City and law enforcement as necessary to ascertain the nature and extent of such unauthorized access.

C. Consultant shall not store City Data using cloud-based storage without City's prior, written consent, unless the use of such storage is clearly described in the Scope of Services. Where permitted herein, any and all cloud based storage shall be on servers and other hardware located within the continental United States, and shall be in compliance with ISO/IEC 27001 - 27018, as applicable, unless otherwise agreed to in writing by the City Representative.

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17. Party Representatives.

A. Consultant hereby designates **John Sottek**, or such person's designee, as Consultant's Representative for this Agreement, unless and until written notice of a new representative acceptable to City is provided to City.

B. City hereby designates **Marie Dao** or such person's designee, as the City Representative for this Agreement.

C. The foregoing representatives shall be authorized to provide consent where required herein, and to make other administrative decisions that will be binding on their respective party, except as otherwise specifically required herein.

18. Notices.

Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, certified mail with return receipt requested and postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing.

City

City of Brea

1 Civic Center Circle

Brea, CA 92821

United States

Marie Dao, Management Analyst

maried@cityofbrea.net

(714) 671-4461

Consultant

Housing Programs

26025 Newport Road #A-505

Menifee, CA 92584

United States

John Sottek, President

john@housingprograms.com

(714) 523-2033

19. Third Party Rights.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.

20. Conflicts of Interest.

A. Consultant covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services. Consultant certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of City.

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B. Consultant further covenants that, in the performance of this Agreement, no subcontractor or person having any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services shall be employed. Consultant has provided City with a list of all City-approved subcontractors and the key personnel for such subcontractors that are retained or to be retained by Consultant in connection with the performance of the Services, to assist City in affirming compliance with this Section.

C. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. If required, Consultant further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City Clerk as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to terminate this Agreement without liability. No director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

21. Severability.

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

22. Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of the parties.

23. Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specified in writing, and any such waiver shall be limited to that set of circumstances and not to any future circumstances unless another written waiver is executed.

24. Time of Essence.

Time is of the essence in each and every provision of this Agreement.

25. City's Right to Employ Other Consultants.

City reserves its right to employ other consultants to provide the Services or similar services.

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26. Exhibits.

The attached **Exhibits A-C** are incorporated herein by reference. In the event of any conflict or inconsistency between the provisions of this Agreement and any Exhibit, the provisions of this Agreement shall govern. In the event of any conflict or inconsistency between the provisions of this Scope of Services and Specifications Requirements and the Consultant's Proposal set forth in the attached **Attachment 1 to Exhibit A**, the provisions of the Scope of Services and Specifications Requirements shall govern.

27. Entire Agreement.


This Agreement (including the attached Exhibits) represents the entire understanding of the parties as to the Services, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both parties. This is an integrated Agreement.

[SIGNATURES ON FOLLOWING PAGE]

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TO EXECUTE THIS AGREEMENT, the Parties have caused their authorized representatives to sign below. Digital Signatures are acceptable if they conform to all requirements of California Government Code Section 16.5.

Housing Programs

By: 
John Settek
President
john@housingprograms.com

By: _____

Date Signed: 5/10/21
CORPs: Chairperson, President, Vice President;
LLCs: Manager

Date Signed: _____
CORPs: Secretary, Asst. Secretary, Chief Finance
Officer, Asst. Treasurer
LLCs: Manager

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

City of Brea

Attest (if over \$25,000)

By: _____
William Gallardo
City Manager
billga@cityofbrea.net

By: _____
Lillian Harris-Neal
City Clerk
lillianhn@cityofbrea.net

Date Signed: _____

Date Signed: _____

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EXHIBIT A
Scope of Services and Specifications Requirements

1. Introduction.

A. General Information.

i. **Location, Size, Population.** The City of Brea is located about thirty miles from Los Angeles in northeast Orange County and is at the juncture of three of California's most populous counties: Los Angeles, Riverside and San Bernardino. Within its twelve square miles, Brea's residential population is nearly 45,000 while its daytime population increases to about 120,000 as an employment, shopping, and entertainment hub.

ii. **Housing Rehabilitation Program.** Brea is responsible for City's Housing Rehabilitation Program, which provides technical and financial assistance for home repairs to low-income Brea homeowners. This Program is Federally-funded through the Community Development Block Grant Program (CDBG) and offers forgivable grants to mobile home owners and no-interest loans to single family home owners.

2. Objectives.

Brea desires to obtain services from a well-qualified firm to provide **Housing and Rehabilitation Program Assistance and Program Implementation Services** as detailed in the Scope of Services section below.

i. **Comprehensive Review.** To obtain a comprehensive review of the current services, costs, and ability to meet all applicable CDBG requirements and to evaluate the adequacy of the current program.

ii. **Proposed Recommendations.** To obtain proposed recommendation that meet all applicable CDBG requirements and improve the services, maintain or decrease costs wherever possible.

iii. **Assistance and Implementation Services.** To obtain ongoing Assistance and Implementation Services.

iv. **Reports and Reviews.** To obtain preliminary, final, and updated reports and as-needed reviews to ensure full-compliance with all applicable CDBG requirements.

3. Scope of Services.

A. Required Services will include, but are not limited to, the following (some services may be on an "as needed" basis):

- i. Conduct application review and qualification, as needed.
- ii. Provide liaison between Program participants, construction contractors, and City staff.

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iii. Conduct property inspections before, during, and after construction work, including providing photos to City staff.

iv. Prepare Program documents including, but not limited to:

a. Minor Rehabilitation Environmental Report-Appendix A (CDBG requirement), as needed.

b. State Historic Preservation Office correspondence (CDBG requirement), as needed.

c. Construction bid packets

d. Loan documents

e. Construction contracts

f. Change Orders

g. Inspection checklists

h. Notice of Completion

v. Coordinate bid walks, bid review, and construction contractor selection.

vi. Verify construction contractor eligibility (and provide documentation) for:

a. Contractor State License Board license in good standing

b. Non-debarment or suspension

c. City/Program insurance requirements

d. Valid city business license

vii. Provide oversight of construction progress.

viii. Prepare document recording with the Orange County Recorder or California Housing and Community Development Department, as needed.

ix. Provide City with regular status reports of rehab projects as requested.

x. Work with City, Program participants, and escrow company to process required forms for subordinations, payoffs, and reconveyances, as needed.

xi. Verify compliance of all Program participants via annual recertifications, as needed.

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B. Anticipated Schedule.

i. **Work Schedule.** City has proposed the following post award schedule: the start of contract will be on a date mutually agreed-upon, rehabilitation projects will be dependent upon County award of funding, and ongoing services will be as needed.

ii. **Payment Schedule.** Payments will be made based on completion of Rehabilitation Projects. Consultant may submit monthly progress payments for completed phases of work.

End of this Exhibit

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Attachment 1 to Exhibit A
CONSULTANT'S PROPOSAL AND FEE SCHEDULE
(attached)



Housing Programs

A California Company Specializing in State and Local Grants Management

PROPOSAL FOR:

HOUSING REHABILITATION PROGRAM IMPLEMENTATION SERVICES

SUBMITTED BY:

Housing Programs
Contact Person: John Sottek
26025 Newport Road, Ste A 505
Menifee, California 92584
(714) 523-2033

SUBMITTED FOR CONSIDERATION TO:

Mr. Neil H. Groom
1 Civic Center Circle
Brea, CA 92821

SUBMITTED:

April 15, 2021

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Housing Programs

A California Company Specializing in State and Local Grants Management

April 15, 2021

RE: Response to Request for Proposal for Housing Rehabilitation Program Implementation Services

Dear Mr. Groom:

Housing Programs (HP) is pleased to submit this response to the City of Brea Request for Proposal (RFP) for Housing Rehabilitation Program Implementation Services. This proposal is a firm and irrevocable offer.

HP believes it is best qualified to assist the City of Brea in the oversight and management of its housing rehabilitation program. HP understands the importance of administering effective and efficient rehabilitation grant/loan programs within the budget year and quarterly reporting requirements. For over 20 years the staff of HP has designed and implemented housing rehabilitation programs for local government agencies.

The staff of HP is well versed in the Community Development Block Grant (CDBG). This knowledge allows us to implement programs that are consistent with the federal laws associated with the CDBG Program.

Housing Programs consists of two principals: John Sottek and Deborah Sottek. Our company office locations are both in Riverside and San Diego Counties. The primary office contact information for this proposal is:

John Sottek
26025 Newport Road. STE A 505
Menifee, CA 92584
(714) 523-2033

We look forward to your evaluation of our proposal for consulting services. Should you have any questions during the qualification evaluation please contact John Sottek at (714) 523-2033.

Sincerely,

John Sottek
Principal, Housing / Grants Management Consultant

QUALIFICATIONS SECTION

BACKGROUND

JEDA Works (a C corporation), DBA Housing Programs is a firm with dedicated professionals that have a passion for providing first-rate consulting services in the areas of affordable housing within communities throughout southern California. Housing Programs principals (Deborah Sottek and John Sottek) are the persons directly responsible for performing the primary work associated with the company. Having worked as city employees and in other private consulting firms, saw the need to come together as a team to provide competitive and effective services to local government agencies and non-profits.

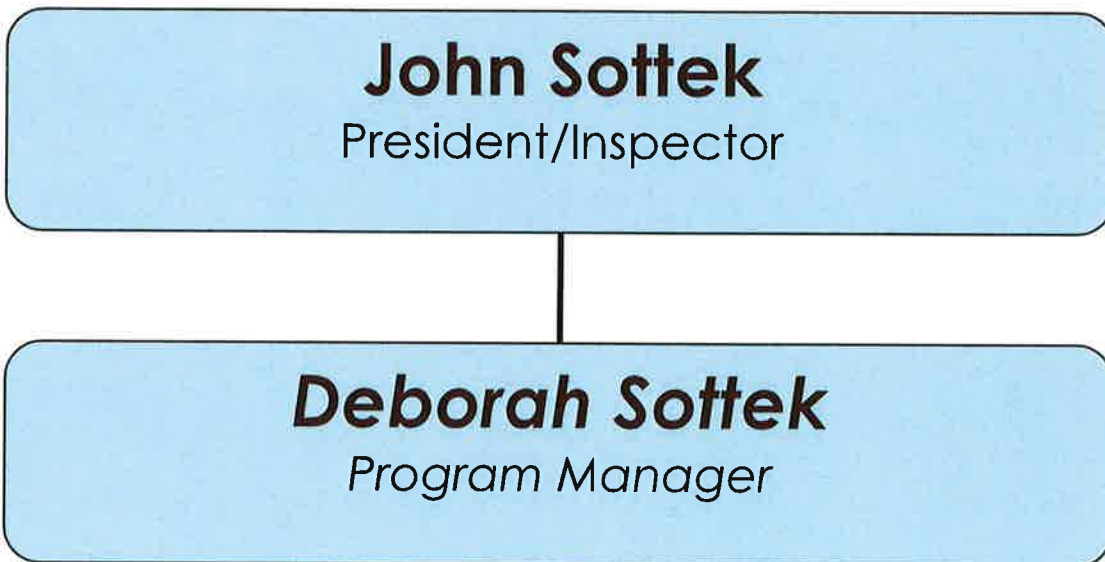
COMPANY NAME

JEDA Works DBA Housing Programs is a C corporation
Previously doing business as Housing Programs, a
partnership.
Established 1997

ADDRESS

26025 Newport Rd. #A505
Menifee, CA 92584

ORGANIZATION STRUCTURE



PRINCIPAL OWNERS

John Sottek, President. Authorized to represent company and enter into contracts.
Deborah Sottek, Secretary

JEDA Works, DBA Housing Programs has no pending litigation or contracts terminated for cause or other legal issues.

QUALIFICATIONS

John Sottek, Principal/Project Manager/Inspector

John Sottek has over twenty years of experience in housing rehabilitation and redevelopment. With his professional skills has implemented redevelopment agency-funded housing and economic development programs to include multi- and single-family rehabilitation and first-time homebuyer programs. He has provided program administration services for local agencies in areas of Community Development Block Grant and HOME including environmental reviews. In addition, he has provided loan processing services as well as Davis-Bacon monitoring.

John Sottek is masterful in his field because of his extensive background in inspection and the applicable skills within his field such as:

- Bachelor's degree in Business Administration from California State University Long Beach.
- Passed State of California Certification exam as an "Inspector Assessor" for lead based paint inspections.
- Over 20 years of experience with "Title 24" and "Title 25" of the State of California Housing Code.
- Completed all HUD Training courses pertaining to Lead Construction Supervision; Project Administration Monitoring and its workers.
- "California Redevelopment Law"; well versed as to the relationship to affordable housing requirements.
- Oversee the substantial rehabilitation of both single and multi-family residences including development of detailed work specifications.

Ongoing training is critical and mandatory to ensure code compliance.

Many cities have depended on his services to perform rehabilitation construction consulting. Such cities as Cypress, Buena Park and Corona have depended on "Housing Programs" to assist their rehabilitation programs.

Deborah Sottek, Principal/Program Manager

Program Manager, Deborah Sottek has over twenty (25) years of experience in housing rehabilitation. She has been instrumental in development, implementing and improving CDBG, HOME, State HOME, CalHOME-funded affordable housing projects and programs. The following is a summary of her key accomplishments:

- Bachelor's degree in Economics from the University of California, Los Angeles (UCLA)
- Provided technical assistance to city clients in the development/administration of HOME and CDBG-funded projects and programs
- Preparation of over twenty CDBG & HOME Consolidated Five Year Action Plans and Annual Performance Reports (CAPER)
- Knowledgeable with regard to CDBG & HOME HUD regulations pertaining to rent/income restrictions, subsidy limits, relocation, Davis-Bacon compliance
- Responsible for writing 15 successful State of California HCD grant applications including CDBG, HOME, and CalHOME
- Monitor and track housing budgets including preparation of adjustments, transfers and appropriations
- Coordinated acquisition, rehabilitation and resale of 13 City of San Juan Capistrano-owned FHA condominiums including preparation of Purchase Agreement, Disclosure Statement, property transfer and lien instruments (e.g., grant deed, deed of trust, covenants, agreements)
- Prepare staff report and memorandums for City Council, Planning Commission and other entities as requested
- Attend and present agenda items to City Councils and Redevelopment Agencies
- Present information to the public at group or neighborhood/town meetings
- Author and implementer of multiple first-time homebuyer programs, single-family and multi-family housing rehabilitation programs
- Responsible for full service operation of CDBG and State HOME-funded, single-family and multi-family housing rehabilitation loan and grant programs including application processing, loan document processing and underwriting, and construction management
- Developed and coordinated RFQ and RFP processes for selecting developers and subconsultants for housing projects including manufactured housing replacement and new construction
- Oversight of Lead-Based Paint Risk Assessments, Abatement and Phase I and Phase II Environmental site assessments

EXPERIENCE

City of Buena Park

(State HOME, CDBG and Cal-Home Single-family Home Improvement Program)

Economic Development Department
6650 Beach Boulevard
Buena Park, CA 90622
(714) 562-3591
Janine Nava, Housing & CDBG Analyst

Contracted Since 2005

**Funding Source(s): CDBG/HOME/
State HOME/CalHome**

Responsible Person: John Sottek

Administration of the City's single-family Home Improvement (HIP) Loan & Grant Programs. Single Family Residence and Redevelopment Neighborhood Renovation Program (RNRP).

Loan Underwriting

HP is responsible for determining applicant eligibility including: Household income, Assessment of credit worthiness, Confirmation of ownership and equity status of property.

Construction Management

Under the HIP Loan Programs, HP inspection staff conducts on-site inspections of single-family units and prepares work description of items to be completed and costs estimate of repairs. HP also coordinates with the lead and asbestos inspector/assessor to identify hazards to be coordinated with the work descriptions when necessary (outside service). Environmental clearances.

Document Preparation

Duties also include preparation of City's required loan and grant documents (i.e., Deed of Trust, Loan Agreement, Promissory Note, and Request for Notice) and recordation at the County and/or processing of the proper mobile home paperwork through the State Department of Housing and Community Development (HCD).

Loan Closing/Pre-Construction Meeting

Preparation of construction contract, meet with property owner and contractor for execution of contract and review of progress and retention payments, lien release, certificate and permit procedures. Execution of loan documents with notarization.

Labor Compliance

The RNRP program requires obtaining and reviewing self certified state prevailing wage documentation.

Fund Disbursement

HP also coordinates the disbursement of contractor funds (i.e., checking permits, contractor invoices and material and labor release forms), which included progress, and final inspections of work, obtaining lien releases and filing of the notice of completion at the County Recorder's office.

City of Corona

(Redevelopment Housing Set-aside Single-family Home Improvement Program)

City of Corona
400 South Vicentia
Corona, CA 92878
(909) 739-4963
Laura Huerta, Administrative Services Analyst II

Contracted Since 1997

Funding Source(s): CDBG & HOME

Responsible Person: John Sottek

Current administration (construction management) of the City's CDBG-funded single-family Home Improvement (HIP) Grant and Loan Programs, Mobile Home Improvement Grant and Loan (MHIP) Programs.

Construction Management

Under its current contract, HP staff conducts on-site inspections of single-family and mobile home units to determine eligible repairs, prepares detailed work descriptions, and develops a cost estimate of repairs as a basis for contractor bid evaluation.

Construction management responsibilities also include:

1. Preparation of City's required construction contract.
2. Coordinating the pre-construction meeting between the homeowner and contractor.
3. Issuance of the notice to proceed.
4. On-site progress/payment inspections.
5. Final inspection.
6. Filing/Execution of the notice of completion.
7. Owner and contractor mediation, as needed.

Loan Document Preparation

Duties include preparation and grant/loan closing of City's required loan documents (i.e., Deed of Trust, Promissory Note, Request for Notice) and recordation at the County and/or processing of the proper mobile home paperwork (title and registration) through the State Department of Housing and Community Development (HCD).

Fund Disbursement

HP also coordinates the disbursement of contractor funds (i.e., checking permits, contractor invoices and material and labor release forms), which includes progress, and final inspections of work and filing of the notice of completion at the County Recorder's office.

City of Cypress

(CDBG Single-family Home Improvement Program)

Redevelopment Department
5275 Orange Avenue
Cypress, CA 90630
(714) 229-6728
Judith Aquino
Redevelopment Project Manager

Contracted Since 1999

Funding Source(s): CDBG

Responsible Person: John Sottek

Current administration (construction management) of the City's single-family Home Improvement (HELPII) - Loan & Grant Programs

Construction Management

Under its current contract, HP staff conducts on-site inspections of single-family units to determine eligible repairs, prepares detailed work descriptions, and develops a cost estimate of repairs as a basis for contractor bid evaluation. HP also coordinates with the lead and asbestos inspector/assessor (outside service) to identify hazards. If hazards are identified, HP incorporates the hazard abatement/remediation into its work descriptions.

Construction management responsibilities also include:

1. Preparation of City's required construction contract.
2. Coordinating the pre-construction meeting between the homeowner and contractor.
3. Issuance of the notice to proceed.
4. On-site progress/payment inspections.
5. Final inspection.
6. Filing/Execution of the notice of completion.
7. Owner and contractor mediation, as needed.

Fund Disbursement

HP also coordinates the disbursement of contractor funds (i.e., checking permits, contractor invoices and material and labor release forms), which included progress, and final inspections of work and filing of the notice of completion at the County Recorder's office.

UNDERSTANDING

Housing Programs understands the importance of administering effective and efficient rehabilitation grant/loan programs within the budget year and quarterly reporting requirements.

Housing Programs has developed and designed a database program that streamlines the implementation of all aspects of a housing rehabilitation program including construction management. This database will be utilized in the services provided to the City of Brea.

ADDITIONAL REQUIREMENTS

None

TECHNICAL SECTION

SERVICES APPROACH

The nature of rehabilitation projects is such that delays are commonplace in all areas of the project from the initial property inspection to the final construction inspection.

Housing Programs (HP) understands that the timely completion of projects is paramount. HP coordinates with the City so that every step of the process is streamlined in order to minimize the time a project can take. HP has implemented the use of databases, log sheets and filing system to easily track projects from start to finish minimizing unnecessary delays.

HP has automated its application approval, inspection and work specification process for a quick turn around of the report for city and homeowner approvals of the work description through the use of databases and portable computer devices to assist in creating a comprehensive work description so that the project can go out to bid with minimal delay.

To speed up the bid process we assist the homeowner as much as possible in obtaining bids through approved city contractor lists and our network of contractors and any contractor of the homeowner's choice, according to program guidelines. Contractors who prove to be unreliable are removed from our lists.

All construction projects are given a timeline for completion from 30-90 days depending on the scale of the project. Liquidated damages are an incentive in our contract for a timely completion by the contractor. We send out notices when contracts go beyond the estimated completion date and document all problems.

Progress (payment) inspections are scheduled upon receipt of invoice within a week of receipt to keep payment turn around quick and predictable.

HP is also very amenable to City preferences when administering a program.

PROPOSED WORK SCHEDULE

Scope of Work	Personnel	Time
Application Pre-Approval Process Order Credit Report, Order Title Report, Order Desktop Appraisal	John Sottek	1 week
Property Inspection & Work Specifications <ol style="list-style-type: none"> 1. Arrange date and time with homeowner for an on-site inspection. 2. Conduct a property inspection to identify those work items required to bring the property in conformance with the City's adopted codes and ordinances and program standards. 3. Determine whether code violations exist. 4. Request lead-based paint report. 5. Prepare a detailed scope of work suitable for the construction contractor for bidding with an itemized cost estimate of eligible work items. 	John Sottek	3 weeks
Bid and Construction Process <ol style="list-style-type: none"> 1. Review Work Scope with Homeowner (phone) 2. Arrange date and time of contractor walk-through with homeowner. 3. Transmit invitation Agency-approved contractors for pre-bid job walk. 4. Supervise pre-bid job walk-through. 5. Provide responses to contractor questions, as necessary. 6. Evaluate the bids submitted by contractors in relation to the cost estimate. 7. Ensure the general contractor is licensed by the California State Contractors Licensing Board is properly insured and has not been debarred from participating in federal programs. 8. Coordinate/schedule loan and contract signing and pre-construction meeting 9. Issue Notice to Proceed 10. Conduct two progress inspections and obtain homeowner approval and/or authorization to pay for work completed. 11. Obtain Materials and Labor Release forms from the contractor. 12. Prepare Agency-approved progress payment forms executed by the owner and contractor, which authorize the issuance of payments to the contractor. 13. Obtain signatures of homeowner and contractor on Agency-approved progress payment forms. 14. Transmit signed, original progress payment forms to the appropriate Agency-designated loan processing company. 15. Conduct final inspection and develop a punch list of items requiring correction prior to the release of final payment. 16. Conduct follow-up inspection, as necessary to confirm all outstanding items have been corrected. 17. Obtain homeowner approval and/or authorization to pay for work completed. 18. Obtain Materials and Labor Release forms from the contractor. 19. Prepare Agency-approved final payment forms executed by the owner and contractor, which authorize the issuance of final payment to the contractor. 20. Obtain signatures of homeowner and contractor on Agency-approved final payment form. 21. Transmit signed, original final payment form (retention release) to the appropriate Agency-designated processing company. 	John Sottek	11-20 weeks

22. Executing the rehabilitation certification and Notice of Completion. 23. Require that the contractor complete the work in accordance with the bid and the approved work schedule		
Assist with Lead Based Paint Abatement Services (as necessary) <ol style="list-style-type: none"> 1. Order abatement specifications, 2. Conduct Abatement Contractor bid-walk, 3. Receive & review bids 4. Set up contract signing between Applicant and Abatement Contractor (contract to be signed at prime contractor/homeowner "pre-construction" meeting), 5. Order Clearance Inspection 6. inspect abatement project, 7. process contractor payment including lien releases. 	John Sottek	2 weeks (inspections & reports) 2 weeks (abatement & inspections)
Loan Processing <ol style="list-style-type: none"> 1. Application intake and initial review for complete packet, 2. Review and assess income eligibility. Analysis of income tax returns for income, ownership, household size and employment. 3. Examine credit, title and appraisal reports as needed. 4. Send out income, bank and mortgage verifications 5. Evaluate verifications, calculate gross annual income. 6. Complete packet review and provide income assessment and approval 	John Sottek	4-8 weeks
Loan Document/Contract Preparation	John Sottek	1 week
Total individual Project Time:	John Sottek	24-37 weeks

COST SECTION

MOBILE HOME - Time and Expense

Program Service Fees		Fee per loan	
Application Intake & Screening / Preliminary Analysis (3 hours) Including outside vendors: PIRT, Drive-by Appraisal, Credit Report(s)		\$225.00	
		PIRT	\$100
		Aprsl	\$175
		CRpt	\$50
Property Inspection & Work Specifications / Cost Analysis (9 hours) Owner Review of WWU, follow-up, Preliminary Cost Estimate		\$475.00	
Environmental Compliance SHPO, Appendix A		\$300.00	
Bid Process (8 hours) Coordination of Bid Process with Homeowner Bid-Walk with contractors Owner Review of Bid, Consultant Review of Bid, follow-up Selection & Award of Contract Verification of License & Insurance		\$425.00	
Final Loan Recommendation (7 hours) Bank, employment, mortgage verifications. Credit history, loan to value ratio, income and property analysis.		\$500.00	
Loan Closing (7 hours) Document Preparation (Loan Documents, Construction Contract) Loan Closing with homeowner, Pre-construction Contract Meeting (at time of Loan Closing), Document Recording		\$575.00	
Loan Document Recording Record documents with State HCD		\$225.00	
Construction Management (14 hours) Inspections, Progress Payments (three) plus final Inspection Change Orders (up to four) Contractor Lien Releases Owner/Contractor Mediation, if necessary (up to 2 hours)		\$800.00	
Lead-Based Paint Report (outside vender):		\$450.00*	
Total Outside Venders (each loan)(cost not to exceed \$1,200):		\$775.00	
Total Consulting Fees (each loan)(cost not to exceed \$3,600):		\$3,525.00	
Loan Servicing and Portfolio Management (billed as needed)			
Loan Payoff Quotations:		\$50.00 ea	
Reconveyance:		\$225.00 ea	
Other Services Deemed Appropriate by City:		\$75 per hour	
(monthly reports to be included with monthly billing and NOT billed per hour)			

Other Project Expenses (outside venders - billed as needed)

*Lead-Based Paint Inspection Report	\$450.00 as needed
Lead-Based Paint Clearance Report	\$195.00 or higher based on number of testing samples required
Lead-Based Paint/Risk Assessment Scope of Work	\$250.00 as needed for lead-abatement scope of work

SINGLE FAMILY RESIDENCE - Time and Expense

Program Service Fees		Fee per loan	
Application Intake & Screening / Preliminary Analysis (3 hours) Including outside vendors: PIRT, Drive-by Appraisal, Credit Report(s)		\$225.00	
		PIRT	\$100
		Aprsl	\$175
		CRpt	\$50
Property Inspection & Work Specifications / Cost Analysis (9 hours) Owner Review of WWU, follow-up, Preliminary Cost Estimate		\$675.00	
Environmental Compliance SHPO, Appendix A		\$400.00	
Bid Process (8 hours) Coordination of Bid Process with Homeowner Bid-Walk with contractors Owner Review of Bid, Consultant Review of Bid, follow-up Selection & Award of Contract Verification of License & Insurance		\$600.00	
Final Loan Recommendation (7 hours) Bank, employment, mortgage verifications. Credit history, loan to value ratio, income and property analysis.		\$600.00	
Loan Closing (7 hours) Document Preparation (Loan Documents, Construction Contract) Loan Closing with homeowner, Pre-construction Contract Meeting (at time of Loan Closing), Document Recording		\$575.00	
Loan Document Recording Record documents with State HCD		\$225.00	
Construction Management (14 hours) Inspections, Progress Payments (three) plus final Inspection Change Orders (up to four) Contractor Lien Releases Owner/Contractor Mediation, if necessary (up to 2 hours)		\$1,000.00	
Lead-Based Paint Abatement (8 hours) Order and review abatement specifications, receive & review bids, arrange contract signing. Order clearance report, Inspect abatement, process contractor payment & lien releases.		\$600.00	
Lead-Based Paint Report (outside vender):		\$450.00*	
Total Outside Venders (each loan)(cost not to exceed \$1,200):		\$775.00	
Total Consulting Fees (each loan)(cost not to exceed \$5,000):		\$4,900.00	
Loan Servicing and Portfolio Management (billed as needed)			
Loan Payoff Quotations:		\$50.00 ea	
Reconveyance:		\$225.00 ea	
Other Services Deemed Appropriate by City:		\$75 per hour	
(monthly reports to be included with monthly billing and NOT billed per hour)			

Other Project Expenses (outside vendors - billed as needed)

*Lead-Based Paint Inspection Report	\$450.00 as needed
Lead-Based Paint Clearance Report	\$195.00 or higher based on number of testing samples required
Lead-Based Paint/Risk Assessment Scope of Work	\$250.00 as needed for lead-abatement scope of work

ALTERNATIVE BASIS

NONE

FORMS SECTION

STANDARD FORMS

following this page

The STANDARD FORMS required per the
REQUEST FOR PROPOSAL solicitation are on file;
however, they are not included in this package for the
PROFESSIONAL SERVICES AGREEMENT

PRICE FORM

Following this page

Housing Programs									
Price Form - Mobile Home Projects									
LN#	UOM	Per Year	Per UOM	Markup →	Year 1	Year 2	Year 3	Year 4	Year 5
<i>TASK EXAMPLE: Initial Site Visit and Draft Work Scope</i>									
		Est QTY	Unit Price						
1	EA	6	\$ 225.00	\$ 1,350.00	\$ 225.00	\$ 229.50	\$ 229.50	\$ 229.50	\$ 234.09
2	EA	6	\$ 475.00	\$ 2,850.00	\$ 475.00	\$ 484.50	\$ 484.50	\$ 484.50	\$ 494.19
3	EA	6	\$ 300.00	\$ 1,800.00	\$ 300.00	\$ 306.00	\$ 306.00	\$ 306.00	\$ 312.12
4	EA	6	\$ 425.00	\$ 2,550.00	\$ 425.00	\$ 433.50	\$ 433.50	\$ 433.50	\$ 442.17
5	EA	6	\$ 500.00	\$ 3,000.00	\$ 500.00	\$ 510.00	\$ 510.00	\$ 510.00	\$ 520.20
6	EA	6	\$ 575.00	\$ 3,450.00	\$ 575.00	\$ 586.50	\$ 586.50	\$ 586.50	\$ 598.23
7	EA	6	\$ 800.00	\$ 4,800.00	\$ 800.00	\$ 816.00	\$ 816.00	\$ 816.00	\$ 832.32
8	EA	6	\$ 225.00	\$ 1,350.00	\$ 225.00	\$ 229.50	\$ 229.50	\$ 229.50	\$ 234.09
9	EA	6	\$ -	\$ -					
10	EA	6	\$ -	\$ -					
A				\$ 21,150.00	\$ 21,150.00	\$ 21,573.00	\$ 21,573.00	\$ 21,573.00	\$ 22,004.46
Price Form - Single Family Home Projects									
LN#	UOM	Est QTY	Unit Price	Year 1	Year 2	Year 3	Year 4	Year 5	
1	EA	2	\$ 225.00	\$ 450.00	\$ 225.00	\$ 229.50	\$ 229.50	\$ 229.50	\$ 234.09
2	EA	2	\$ 675.00	\$ 1,350.00	\$ 675.00	\$ 688.50	\$ 688.50	\$ 688.50	\$ 702.27
3	EA	2	\$ 400.00	\$ 800.00	\$ 400.00	\$ 408.00	\$ 408.00	\$ 408.00	\$ 416.16
4	EA	2	\$ 600.00	\$ 1,200.00	\$ 600.00	\$ 612.00	\$ 612.00	\$ 612.00	\$ 624.24
5	EA	2	\$ 600.00	\$ 1,200.00	\$ 600.00	\$ 612.00	\$ 612.00	\$ 612.00	\$ 624.24
6	EA	2	\$ 575.00	\$ 1,150.00	\$ 575.00	\$ 586.50	\$ 586.50	\$ 586.50	\$ 598.23
7	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,020.00	\$ 1,020.00	\$ 1,020.00	\$ 1,040.40
8	EA	2	\$ 225.00	\$ 450.00	\$ 225.00	\$ 229.50	\$ 229.50	\$ 229.50	\$ 234.09
9	EA	2	\$ 600.00	\$ 1,200.00	\$ 600.00	\$ 612.00	\$ 612.00	\$ 612.00	\$ 624.24
10	EA	2	\$ -	\$ -					
B				\$ 9,800.00	\$ 9,800.00	\$ 9,996.00	\$ 9,996.00	\$ 9,996.00	\$ 10,195.92
C	USD	3100	10.00%	\$ 3,410.00	\$ 3,410.00	\$ 3,410.00	\$ 3,410.00	\$ 3,410.00	\$ 3,410.00
D				\$ 34,360.00	\$ 34,360.00	\$ 34,979.00	\$ 34,979.00	\$ 34,979.00	\$ 35,610.38

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EXHIBIT B
Labor Code Requirements

1. Consultant acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the Labor Code relating to public works, and Consultant agrees to be bound by all provisions thereof as though set forth in full herein.
2. This is a public work and requires the payment of prevailing wages for the work or craft in which the worker is employed for any public work done under the contract by Consultant or by any subcontractor pursuant to Labor Code Section 1771. Pursuant to Labor Code Section 1773, City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this contract from the Director of the Department of Industrial Relations. These rates are on file with the City Clerk or may be obtained at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

Copies may be obtained at cost at the City Clerk's office. Consultant shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Labor Code Sections 1775, 1776, 1777.5, 1777.6, and 1813. Pursuant to Labor Code Section 1775 of the Labor Code, Contractor shall forfeit to City, as a penalty, not more than \$200 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this contract, by Consultant or by any subcontractor, in violation of the provisions of this Agreement.

3. In accordance with Labor Code Sections 1725.5 and 1771.1, and except for projects involving construction, alteration, demolition, installation, or repair work of \$25,000 or less, or maintenance work of \$15,000 or less, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Public Contract Code Section 4104, or engage in the performance of any public work contract unless currently registered and qualified to perform public work pursuant to Section 1725.5 [with limited exceptions for bid purposes, only, pursuant to Labor Code Section 1771.1(a)].
4. Pursuant to Labor Code Section 1776, Consultant shall maintain and make available an accurate record showing the name of each worker and hours worked each day and each week by each worker employed by Consultant performing services covered by this Agreement. Consultant and its subcontractors shall furnish electronic certified payroll records to the Labor Commissioner in accordance with Labor Code Section 1771.4. The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Consultant is responsible for compliance with Section 1776 by itself and all of its subcontractors. This project is subject to compliance monitoring and enforcement by the DIR. Consultant shall post job site notices, as prescribed by regulation.
5. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Consultant shall be

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responsible for compliance with these Sections for all apparent iceable occupations. Before commencing the Services, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Services, Consultant and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

6. Consultant agrees to comply with the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to City, forfeit \$25 for each worker employed in the execution of the contract by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code.
7. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by executing this Agreement, Consultant certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

End of this Exhibit

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EXHIBIT C
CDBG Contract Provisions (24 CFR 85.36(i))

(i) Contract provisions.

A grantee's and sub grantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Procurement Policy.

- (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
- (2) Termination for cause and for convenience by the grantee or sub grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
- (3) Compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub grantees)
- (4) Compliance with the Copeland "Anti-Kickback" Act (18 . 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)
- (5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation)
- (6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers)
- (7) Notice of awarding agency requirements and regulations pertaining to reporting.
- (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

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(11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000.)

(13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

(14) County, the State of California and the United States Government and/or their representatives, shall have access, for purposes of monitoring, auditing, and examining, to Subrecipient's activities, books, documents and papers (including computer records and emails) and to records of Subrecipient's subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Contract.

End of this Exhibit

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 05/25/2021

SUBJECT: Amendment No. 2 to Professional Services Agreement with Keyser Marston Associates, Inc.

RECOMMENDATION

Staff recommends that Finance Committee move this item forward to City Council for approval of Amendment No. 2 to Professional Services Agreement (PSA) with Keyser Marston Associates, Inc. (KMA) to provide financial analysis services for the Acacia Apartments project and Trumark affordable for-sale units at Central Park Village in the additional amount of \$30,250.

BACKGROUND/DISCUSSION**Innovative Housing Opportunities/Acacia**

Innovative Housing Opportunities (IHO) approached City staff to discuss the current financial state of the Acacia Apartments project as well as IHO's proposed amendments to the deal structure, including the Affordable Housing Agreement and City loan terms. Staff initially worked directly with IHO to negotiate assistance options. Dialogue between City staff and IHO representatives was slow moving for quite some time when it was realized the necessary analysis was beyond staff's resources and therefore a consultant was necessary.

With the retirement of a Management Analyst II and Economic Development Manager in the Community Development Department, there was a loss of institutional knowledge with these positions not re-filled, and existing staff lacked technical housing expertise to keep Brea's housing programs going. While the City explored alternatives for staffing the housing programs going forward, it was necessary to hire a consultant to provide financial analysis services for the Acacia Apartments project.

In 2018, staff requested a proposal and quote from KMA to perform a comprehensive financial analysis of the Acacia Apartments project.

In July 2018, the City of Brea entered into a PSA with KMA for \$24,500 to provide "economic development initiatives, real estate analysis, assistance in fee studies and various related services on an as-needed basis." The dollar amount of this PSA fell into the City's Informal Solicitation Purchasing Policy by which the City Manager had the authority to execute the contract (up to \$25,000). This PSA is funded by the Housing Successor Fund (280).

Trumark Homes

Later that same year Trumark Homes, LLC was preparing for construction of their affordable

for-sale units at Central Park Village and would be required to work with City staff in setting affordable sales prices. In October 2018, staff requested an additional proposal and quote from KMA to provide financial analysis services associated with setting affordable sales prices for Trumark's project. The cost to perform analysis for both projects (Acacia and Trumark) were within the original \$24,500 contract amount; no additional funds were necessary.

Amendment No. 1

Once work was well underway, several unexpected issues were discovered with both projects which caused more analysis than originally anticipated. KMA worked with IHO and City staff to establish the needs of the Acacia Apartments project to ensure future feasibility. Additional analysis included the need to investigate the history of the project and the current status of the capital needs, prepare cash flow analysis, and review and summarize all of IHO's requests. KMA also worked with Trumark and City staff to establish the calculation of the affordable sales price covenants. However, additional analysis included the need to review the City's Housing Ordinance, revisions to the calculations, and numerous conference calls with City staff and Trumark.

In September 2020, staff requested an additional proposal and quote from KMA to review complete transaction packages submitted by Trumark for the 20 affordable for-sale units at Central Park Village. The additional analysis mentioned above, plus the additional services resulted in the need to increase the amount of the existing PSA from \$24,500 to \$39,790. Due to the urgency of the matter to keep the projects moving, it was determined that under Section 3.24.120 E. of the City's Purchasing Code, it was in the best interests of the City to allow the City Manager to execute Amendment No. 1 (dated September 21, 2020) to the PSA with KMA.

Need for Amendment No. 2

KMA has continued working on the Acacia analysis, as well as attend multiple meetings at the request of City staff. In addition, there has been much continued communication and review regarding affordable buyer qualifications for the Central Park Village for-sale units. At the request of staff, KMA has provided an additional proposal and quote for 1) future needs related to the outcome of negotiations regarding the Acacia Apartments project, and 2) continued review of affordable homebuyer application packages. The additional request for services would result in an increase of \$30,250 to the contract. This would bring the current contract amount of \$39,790 to \$70,040.

SUMMARY/FISCAL IMPACT

The continued need for this PSA with KMA is due to the loss of institutional knowledge with staff retirements and current staff lacking the same level of technical housing expertise. In the upcoming Fiscal Year, staff will be evaluating the need for additional staffing resources and/or technical expertise proportionate to maintenance of existing housing and future projects.

Staff requests the Finance Committee recommend that Amendment No. 2 to the PSA with KMA proceed to City Council for approval. KMA would continue to provide financial analysis services for the Acacia Apartments project and the Trumark affordable for-sale units at Central Park Village. The not-to-exceed amount of this amendment is \$30,250. This would bring the current contract amount of \$39,790 to \$70,040. This PSA is paid from the Housing Successor Fund (280), thus creates no impact to the General Fund.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Marie Dao, Management Analyst

Concurrence: Tracy Steinkruger, Community Development Director

Attachments

PSA

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT

This Amendment to Professional Services Agreement is made and entered into this ____ day of _____, 2021, by and between the **CITY OF BREA**, a municipal corporation (hereinafter called the "CITY") and **KEYSER MARSTON ASSOCIATES, INC.** (hereinafter called the "CONSULTANT").

A. RECITALS

(i.) On or about July 30, 2018, CITY and CONSULTANT entered into an agreement for professional services, whereby CONSULTANT provides **economic development initiatives, real estate analysis, assistance in fee studies and various related services on an "as-needed" basis** ("Agreement", hereinafter.)

(ii.) The parties hereto desire to amend the Agreement to increase the contract amount from \$39,790 to a not-to-exceed amount of \$70,040.

B. AMENDMENT

NOW, THEREFORE, it is agreed by and between CITY and CONSULTANT as follows:

1. Notwithstanding any other provision therein, the contract amount of the Agreement is hereby increased from \$39,790 to a not-to-exceed amount of \$70,040. Except as amended by this Amendment, all other terms and conditions of the Agreement remain unchanged.
2. The persons executing this Amendment warrant that they are authorized to execute this Amendment and that this Amendment is binding on the parties hereto.

NOW, WHEREFORE, the parties have executed this Amendment as of the date first set forth above.

CITY OF BREA

A Municipal Corporation

Name: _____
Steven Vargas
Mayor

Attest: _____
Lillian Harris-Neal
City Clerk

CONSULTANT

Keyser Marston Associates, Inc.

Name: Julie Romey
Julie Romey
VP, Assistant Secretary and
Senior Principal

Name: _____
Kevin Engstrom
VP and Senior Principal

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