



TO: Mayor and Councilmembers

SUBMITTED BY: Matthew R. Fore, General Services Director

SUBJECT: Award of Professional Services Agreement to Kitchell/CEM, Inc. for Construction Management, Inspection, and Testing Services for the Goleta Community Center ADA Improvements Project (CIP No. 9121)

RECOMMENDATION:

Authorize the City Manager to execute a Professional Services Agreement with Kitchell/CEM, Inc. for the provision of construction management, inspection, and testing services for the Goleta Community Center Americans with Disabilities Act Improvements Project, in a time-and-materials, not-to-exceed amount of \$562,240 and for a term ending December 31, 2027.

BACKGROUND:

On June 1, 2021, the City Council authorized the City Manager to execute Agreement No. 2021-041 with Flowers & Associates, Inc. (Flowers) to provide professional design services for the Goleta Community Center (GCC) Americans with Disabilities Act (ADA) Improvements Project (Project) - CIP No. 9121. On September 29, 2021, the City executed Amendment No. 1 to the Agreement to amend Exhibit A to identify a new Electrical Engineer for the Consultant's Project team. Subsequently, on December 6, 2022, the City executed Amendment No. 2 to amend Exhibit A-1 to update the list of professionals that comprise the Consultant's Project Team; to include design of a stage lift for the main auditorium, additional handrails throughout the facility; topographic mapping survey for replacement of a sewer lateral; inclusion of Federal Contract Provisions; and to extend the term of the Agreement. The City executed Amendment No. 3 to the Agreement on February 21, 2023, to complete the design of the sewer lateral that will serve the ADA-remodeled public restrooms, and on May 16, 2023, executed Amendment No. 4 to include design services from a historic architect to comply with the City's Historic Preservation Ordinance. On September 13, 2023, the City executed Amendment No. 5 to extend the term of the Agreement to June 30, 2025. Finally, on January 16, 2024, Council approved Amendment No. 6 to the Agreement, which directed Flowers to produce a complete bid package, including plans, specifications, and cost estimates for the Project.

On December 20, 2022, City Council adopted Resolution No. 22-66 authorizing the City Manager, or his designee, to apply for and receive Community Project Funding from the Department of Housing and Urban Development. The City was awarded \$3 million in reimbursable funding for the Project, which must be completed by August 31, 2030.

DISCUSSION:

In 2016, the City retained Disability Access Consultants (DAC) to conduct an ADA assessment of City-owned facilities, including the GCC campus. The subsequent DAC 2016 Transition Plan report outlined multiple areas where ADA barriers exist within the GCC Campus.

For many years, City Staff have worked to develop plans, environmental review documents, and funding for the Project, which includes the following components:

- Complete redesign of the existing men's and women's public restrooms, including new door hardware, relocation of minor walls, cabinets, and equipment.
- Installation of a new sewer lateral to accommodate increased effluent volumes from the enhanced restroom facilities and installation of a new grease interceptor to protect the sewer line from kitchen operations.
- Addition of a stage lift and associated handrail in the auditorium.
- Installation of new ADA-compliant handrails at the existing ramp at the main entrance and on the existing front entrance stairs.
- Installation of new ADA access aisles to serve the existing ADA parking spaces.
- Installation of new access ramps throughout the front parking lot.
- Design of new ADA path of travel from the adjacent bus stop to the front entrance.

Similar to most other capital projects, the Project requires the services of a consultant to perform Construction Management, Inspection, and Testing (CMIT) of materials during construction. The CMIT consultant acts as the City's designated agent and liaison between City staff, the architect/engineering team, the construction contractor, and other agencies that interface with the project. Among its many responsibilities, the CMIT consultant ensures that work is performed in accordance with the construction contract documents to guard the City against defects and deficiencies. The CMIT consultant also supports budget and schedule review throughout the project to ensure it is completed on time and within budget.

Currently, plans are in the design development stage; Staff recommends that CMIT services be initiated to assist in moving the Project through the final design, permitting, bidding, and construction phases.

Procurement Process

On March 28, 2025, the City issued a Request for Qualifications/Proposal (RFQ/P) for CMIT services. The RFQ/P opportunity was advertised on the City's PlanetBids portal, on the City's website, and in the Santa Barbara Independent. One addendum was issued.

Three (3) responsive proposals were received, which were opened virtually on PlanetBids on May 8, 2025. An evaluation team comprised of City staff scored the written proposals based upon the established scoring rubric. Interviews were then conducted with all three firms by the evaluation team.

Recommended Award

Based on their extensive public construction management experience with projects similar in size and complexity, and detailed understanding of the Project, Staff recommends that Council authorize the City Manager to execute a Professional Services Agreement with Kitchell/CEM, Inc. (Kitchell). See Attachment 1 for the proposed Agreement.

Next Steps

As part of its services, Kitchell, will work with the Project team to create a schedule which will include specific phasing of construction due to the ongoing operation of the facility. It is a primary objective of the Project to implement improvements in phases to ensure that at least a portion of the GCC can remain open throughout the construction.

GOLETA STRATEGIC PLAN:

City-Wide Initiative 5: Strengthen Infrastructure

Strategic Goal 5.4: Protect and maintain our City-owned facilities and critical operational assets.

FISCAL IMPACTS:

The proposed Agreement with Kitchell is a time and materials contract with a not-to-exceed amount of \$562,240, comprised of the following: \$428,100 Base Services; \$73,900 Allowance for Extra Services; and \$60,240 Contingency. There is sufficient budget in CIP Project No. 9121- Goleta Community Center ADA Improvements Project to cover the cost of this Agreement.

ALTERNATIVES:

The Council may elect not to award the Agreement to Kitchell and direct Staff to negotiate with another responsive vendor. However, doing so would delay the review of design documents, permit submittals, and bidding tasks.

LEGAL REVIEW BY: Isaac Rosen, City Attorney

APPROVED BY: Robert Nisbet, City Manager

ATTACHMENT:

1. Professional Services Agreement with Kitchell/CEM, Inc.

ATTACHMENT 1

Professional Services Agreement with Kitchell/CEM, Inc.

Project Name: CMIT Services for the Goleta Community Center ADA and Sewer Lateral Improvements Project (CIP No. 9121)

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
KITCHELL/CEM, INC.**

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this _____ day of _____, 2025, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **KITCHELL/CEM, INC.**, a California Corporation (herein referred to as "CONSULTANT").

SECTION A. RECITALS

1. The CITY has a need for professional Construction Management, Inspection, and Materials Testing services for the Goleta Community Center ADA and Sewer Lateral Improvements Project; and
2. The CITY does not have the personnel able and/or available to perform the services required under this AGREEMENT, and therefore, the CITY desires to contract for professional services to accomplish this work; and
3. The CITY procured these services in compliance with Goleta Municipal Code Section 3.05.260; and
4. The City Council, on this _____ day of _____, 2025, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT.

SECTION B. TERMS

1. RETENTION AS CONSULTANT

CITY hereby retains CONSULTANT, and CONSULTANT hereby accepts such engagement, to perform the services described in Section 2. CONSULTANT warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

2. DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

Professional Construction Management, Inspection, and Material Testing Services in conjunction with the Goleta Community Center ADA and Sewer Lateral Improvements Project. Services shall generally include construction management, preparing and maintaining the master project schedule, providing project administration, conducting construction observations, managing change orders, conducting progress meetings, performing special inspections and materials testing (through a subconsultant), among other

tasks, as more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein.

CONSULTANT shall deliver to CITY the deliverables defined in Exhibit "A."

3. COMPENSATION AND PAYMENT

Maximum and Rate. The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of **\$562,240** comprised of the following components: \$428,100 Base Services; \$73,900 Allowance for Extra Services; and \$60,240 Contingency (herein "time and materials" "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked **Exhibit "B,"** attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until **December 31, 2027**, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

Payment. CONSULTANT shall provide CITY with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to CITY's Project Manager, as described in Section 5. Invoices shall be made no more frequently than on a monthly basis, and describe the work performed (including a list of hours worked by personnel classification). All payments shall be made within 30 days after CITY's approval of the invoice.

4. EXTRA SERVICES

CITY shall pay CONSULTANT for those CITY authorized extra services, not reasonably included within the services described in Section 2, as mutually agreed to writing in advance of the incurrence of extra services by CONSULTANT. Unless CITY and CONSULTANT have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The applicable hourly rates for extra services shall be at the hourly rates set forth in Exhibit B, if one is included as part of this agreement. Any compensation for extra services shall be part of the total compensation and shall not increase the not to exceed amount identified in Section 3.

5. CITY PROJECT MANAGER AND SERVICES BY CITY

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager", as that staff person is designated by CITY from time to time, and who presently is Patrick Zuroske, General Services Department. Project Manager shall have the authority to act on behalf of the CITY

in administering this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.

6. TERM, PROGRESS AND COMPLETION

The term of this AGREEMENT is from the date first written above to **December 31, 2027**, unless term of this AGREEMENT is extended, or the AGREEMENT is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager.

7. OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation (other than CONSULTANT's drafts, notes and internal memorandum), including duplication of same prepared by CONSULTANT in the performance of these services, are the property of CITY. CITY shall be entitled to immediate possession of the same upon completion of the work under this AGREEMENT, or at any earlier or later time when requested by CITY. CITY agrees to hold CONSULTANT harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for purposes other than those described in this AGREEMENT, unless written authorization of CONSULTANT is first obtained.

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

This AGREEMENT is for professional services which are personal to CITY. Shane Mahan, CCM and Louis Gibilisco are deemed to be specially experienced and are key members of CONSULTANT's firm, and shall be directly involved in the performance of this work. These two key staff-persons shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT. This AGREEMENT may not be assigned or subcontracted without the City Manager's prior written consent.

9. HOLD HARMLESS AND INDEMNITY

- (a) Hold Harmless for CONSULTANT's Damages.** CONSULTANT holds CITY, its elected officials, officers, agents, and employees, harmless from all of CONSULTANT's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to CONSULTANT, to CONSULTANT's employees, to CONSULTANT's contractors or subcontractors, or to the owners of CONSULTANT's firm, which damages, losses, injuries or liability occur during the work required under this AGREEMENT, or occur while CONSULTANT is on CITY property, or which are connected, directly or indirectly, with CONSULTANT's performance of any activity or work required under this AGREEMENT.

- (b) **Defense and Indemnity of Third-Party Claims/Liability.** CONSULTANT shall investigate, defend, and indemnify CITY, its elected officials, officers, agents, and employees, from any claims, lawsuits, demands, judgments, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of copyright/patent/trademark, or professional errors and omissions arising out of, directly or indirectly, an error, negligence, or omission of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subconsultants, or subcontractors, or the willful misconduct of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subconsultants, or subcontractors, in performing the services described in, or normally associated with, this type of contracted work. The duty to defend shall include any suits or actions concerning any activity, product or work required under this AGREEMENT, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related thereto.
- (c) **No Waiver.** CITY does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by CITY, or the deposit with CITY, of any insurance certificates or policies described in Section 10.

10. INSURANCE

CONSULTANT shall, at CONSULTANT's sole cost and expense, provide insurance as described herein. All insurance is to be placed with insurers authorized to do business in the State of California with an A.M. Best and Company rating of A- or better, Class VII or better, or as otherwise approved by CITY.

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- b) Insurance Services Office form number CA 00 01 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of \$1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.
- c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of \$1,000,000 per accident or disease.
- d) Professional liability insurance that covers the services to be performed in connection with this agreement, in the minimum amount of \$1,000,000 per claim.

Liability insurance policies required to be provided by CONSULTANT hereunder shall contain or be endorsed to contain the following provisions:

- a) Except for professional liability insurance, CITY, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10, with an edition date prior to 2004, or its equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37, or its equivalent.
- b) General and automobile liability insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage will not be limited to CITY's vicarious liability.
- c) Professional liability insurance policies inception date, continuity date, or retroactive date must be before the effective date of this agreement. CONSULTANT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.
- d) Except for professional liability insurance, liability coverage shall be primary and non-contributing with any insurance maintained by CITY.
- e) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to CITY. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.
- f) No liability insurance coverage provided to comply with this AGREEMENT shall prohibit CONSULTANT, or CONSULTANT's employees, or agents, from waiving the right of recovery prior to a loss. CONSULTANT waives its right of recovery against CITY.
- g) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.
- h) There shall be no recourse against CITY for payment of premiums or other amounts with respect to the insurance required to be provided by CONSULTANT hereunder. Any failure, actual or alleged, on the part of CITY to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of CITY. CITY has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements 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.

- i) CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this AGREEMENT. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

11. RELATIONSHIP OF CONSULTANT TO CITY

The relationship of the CONSULTANT to CITY shall be that of an independent contractor and that in no event shall CONSULTANT be considered an officer, agent, servant or employee of CITY. CONSULTANT shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

12. CORRECTIONS

In addition to the above indemnification obligations, CONSULTANT shall correct, at its expense, all errors in the work that may be disclosed during CITY's review of CONSULTANT's report or plans. Should CONSULTANT fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONSULTANT or withheld from any funds due to CONSULTANT hereunder.

13. TERMINATION BY CITY

CITY, by notifying CONSULTANT in writing, may upon 10 calendar days' notice, terminate without cause any portion or all of the services agreed to be performed under this AGREEMENT. If termination is for cause, no notice period need be given. In the event of termination, CONSULTANT shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by CITY to CONSULTANT within 30 days following submission of a final statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by CONSULTANT of the final payment made under this AGREEMENT shall operate as and be a release of CITY from all claims and liabilities for compensation to CONSULTANT for anything done, furnished, or relating to CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of CITY's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONSULTANT, its employees, subcontractors,

agents and CONSULTANTs for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONSULTANT, its employees, subcontractors, agents and consultants.

15. AUDIT OF RECORDS

At any time during normal business hours and as often as it may deem necessary, CONSULTANT shall make available to a representative of CITY for examination of all its records with respect to all matters covered by this AGREEMENT and will permit CITY to audit, examine and/or reproduce such records. CONSULTANT will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this AGREEMENT.

16. WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this AGREEMENT by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this AGREEMENT, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

17. CONFLICT OF INTEREST

CONSULTANT is unaware of any CITY employee or official that has a financial interest in CONSULTANT'S business. During the term of this AGREEMENT and/or as a result of being awarded this AGREEMENT, CONSULTANT shall not offer, encourage or accept any financial interest in CONSULTANT'S business by any CITY employee or official.

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

The provisions of this AGREEMENT shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

19. MITIGATION OF DAMAGES

In all situations arising out of this AGREEMENT, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

20. GOVERNING LAW

This AGREEMENT, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Santa Barbara County.

21. NONDISCRIMINATION

The City reaffirms its ongoing commitment to equality in the conduct of City business, and prohibits any policy, plan, program, custom or practice, including harassment, in the conduct of City business. No discrimination or discriminatory practice shall occur in either employment of persons for, or completion of, the work contemplated by this Agreement, when such discrimination is based on race, color, national origin, or ancestry; religion; sex; gender, gender identity, gender expression, or gender transitioning status; physical disability, mental disability, medical condition, or genetic information; marital or domestic partner status; citizenship status; age; sexual orientation; exercising a legally protected right to an employment leave of absence; status as a victim of domestic violence, sexual assault, or stalking; reproductive health decision-making, or any other classification protected under state or federal law. Among other possible violations of law, a violation of this section exposes CONSULTANT to the penalties provided for in Labor Code Section 1735.

22. TAXPAYER IDENTIFICATION NUMBER

CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. October 2018), as issued by the Internal Revenue Service.

23. NON-APPROPRIATION OF FUNDS

Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of CITY funds. In the event CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this AGREEMENT shall cover only those costs incurred up to the conclusion of the current fiscal year.

24. MODIFICATION OF AGREEMENT

The tasks described in this AGREEMENT and all other terms of this AGREEMENT may be modified only upon mutual written consent of CITY and CONSULTANT.

25. USE OF THE TERM "CITY"

Reference to "CITY" in this AGREEMENT includes City Manager or any authorized representative acting on behalf of CITY.

26. PERMITS AND LICENSES

CONSULTANT, at its sole expense, shall obtain and maintain during the term of this AGREEMENT, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this AGREEMENT.

27. CAPTIONS

The captions or headings in this AGREEMENT are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the AGREEMENT.

28. AUTHORIZATION

Each party has expressly authorized the execution of this AGREEMENT on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this AGREEMENT.

29. ENTIRE AGREEMENT BETWEEN PARTIES

Except for CONSULTANT'S proposals and submitted representations for obtaining this AGREEMENT, this AGREEMENT supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services.

30. PARTIAL INVALIDITY

If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

31. NOTICES

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY: Attention: Robert Nisbet, City Manager
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

TO CONSULTANT: Attention: Geoff Bachanas, President
Kitchell/CEM, Inc.
2450 Venture Oaks Way, Suite 500
Sacramento, CA 95833

32. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES

This Agreement may be executed in several counterparts, which may be facsimile or electronic copies. Each counterpart is fully effective as an original, and together constitutes one and the same instrument.

33. FEDERAL REQUIREMENTS

Community Development Block Grant (CDBG) and HUD Community Project Funding (CPF) Grant program financial assistance will be used to fund all or a portion of this contract. The CONSULTANT shall comply with all federal requirements including, but not limited to, the following:

1. 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference.
2. Federal Contract Provisions attached hereto as **Exhibits C, D, and E** and incorporated herein by reference.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in the contract, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions.

With respect to any conflict between such federal requirements and the terms of this contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

In concurrence and witness whereof, this AGREEMENT has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

CONSULTANT

Robert Nisbet, City Manager

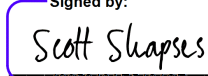
Geoff Bachanas, CCM, President

ATTEST

Deborah Lopez, City Clerk

Maria Davila, Assistant Secretary

APPROVED AS TO FORM:
ISAAC ROSEN, CITY ATTORNEY

Signed by:


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Scott Shapses, Deputy City Attorney

EXHIBIT A SCOPE OF WORK

1.0 PROJECT DESCRIPTION

The planned PROJECT improvements are generally categorized as the following:

- ADA exterior Path of Travel (POT); primarily on the front (north) side of the building, including ADA ramps and handrails, reconfiguration of ADA parking spaces and aisles, ADA compliant curb cuts, and a POT from the front of the facility to the bus stop located on Hollister Avenue.
- ADA interior improvements, including restrooms upgrades, and various interior and exterior door improvements. The project also includes the installation of a stage lift in the auditorium.
- Replacement of an existing “sewer lateral” and installation of a grease interceptor located on the south side of the main facility. This includes connection with exiting domestic sewer service lines and connection to the Goleta Sanitary District’s (GSD) main.

CONSULTANT shall provide Construction Management, Inspection and Testing services (CMIT) for these projects in collaboration with the City General Services (GS) and Neighborhood Services (NS) Department Teams. ***The key project objective of the CONSULTANT is to look out for the best interest of the City, and bring a structured, rational approach to moving the project through final PS&E preparation, design review, permitting, bidding and construction of the proposed improvements.***

The project will be funded through the use of CDBG Funds and CPF Grant funds. The CONSULTANT shall comply with all federal requirements for these funding sources as outlined in Exhibits C, D, and E.

2.0 CONSTRUCTION MANAGEMENT, INSPECTION, AND MATERIALS TESTING

The proposed Scope of Services is summarized as follows:

2.1 PRE-CONSTRUCTION PHASE SERVICES

2.1.1 Review and comment on the Design Consultant(s) generated Plans, Specifications and Estimate (PS&E’s), including the proposed phasing plans (assembled by the design team). Identify potential issues that could arise during permitting and bidding and which could potentially lead to permitting, bidding and construction delays, disputes, and change orders.

2.1.2 Assist the City with coordinating the inclusion of hazardous materials and required actions into the bidding documents to ensure that the contractor has a full

understanding of the type and level of remedial work required with the historic elements of the facility. This will include specific hazmat remedial work line items.

- 2.1.3 In coordination with the CITY, assemble a conceptual project schedule. It is a core function of the CONSULTANT to assist the City, in collaboration with the design team and facility operators, to create a well-planned and well-phased construction schedule.
- 2.1.4 Assist the City in assembling front end specifications (CSI Format, Sections 00 and 01), including the development of a Project Bid Form. ***The City does have a general template of the specification front end, but it will be a core function of the CONSULTANT to assist the City in assembling the final version(s) for inclusion in the bidding documents.*** The CONSULTANT shall attend, and assist the CITY as necessary (i.e., agenda preparation, scheduling, flow of site walk-through, etc.), with the pre-bid conference.
- 2.1.5 Assist the CITY in the preparation of CDBG and CPF grant documents and reporting, as necessary (see Exhibits C, D & E).
- 2.1.6 The CONSULTANT will provide services and support during the permitting phase of the project, including, but not limited to, the following:
 - 2.1.6.1 Assist the CITY in tracking the permit submittal to the City's Planning & Environmental Review Department's (PER) (i.e., Building Division). The Design Consultant(s) will prepare and submit the permit application, including the plans and specifications.
 - 2.1.6.2 Support the City General Services (GS) Department as the project "Applicant." The City shall be responsible for all permitting fees.
 - 2.1.6.3 Assist the City with coordinating Design Consultant(s) responses to required plan check corrections and clarifications.
- 2.1.7 Assist the CITY with pre-construction coordination with utility companies.
- 2.1.8 Coordinate with CITY staff to provide updates for project tasks or actions that include (but are not limited to) impacts to traffic, or interruptions to utilities. These communications will be provided to the CITY's Public Information Officer (PIO) for distribution.
- 2.1.9 Coordinate with the CITY in marketing the project to appropriate contractors, including research and assembly of contractor database. Assist the CITY in contacting potential contractors for attendance at the pre-bid conference and follow-ups on possible bidding.
- 2.1.10 The CONSULTANT shall provide the following services and support during the bidding phase of the project:

- 2.1.10.1 Assist City staff in obtaining approval from the City Council to bid the plans, specifications, and working details.
[Note: City staff will prepare and submit the required staff report to the internal departments for legal review and inclusion on a City Council agenda.]
- 2.1.10.2 The CITY will use the web-based bidding software PlanetBids to publicly distribute all bidding documents. The CITY is responsible for managing the software, while the CONSULTANT will provide support.
- 2.1.10.3 In coordination with the CITY and the Design Consultant(s), assist in the development of final contract documents and complete bid packages for bidding, incorporating final construction documents and technical specifications.
- 2.1.10.4 Provide bidding support services with issues in coordination with the CITY and the Design Consultant(s) Team, such as answering contractor requests for information (RFI) and assisting in the preparation of addenda exhibits and clarification drawings as required.
- 2.1.10.5 Participate in the pre-bid job walk with the CITY and Design Team.
- 2.1.10.6 Assist CITY with review/approval of low bid.
- 2.1.10.7 Once a bid is accepted and approved by the CITY, ensure that the Design Consultant(s) compile any addendums and changes to the bid package and provides to the CITY with a conformed CDs set labeled "conformed set for construction."
- 2.1.11 Submittal processing.
- 2.1.12 Photo and video documentation of Project site before and during construction.
- 2.1.13 Assist City with management and coordination of the activities of the City-supplied, or contractor supplied geotechnical and hazardous materials vendors, as well as the activities of the historic architect supporting the construction project.

2.2 CONSTRUCTION PHASE SERVICES

- 2.2.1 Coordinate pre-construction conference with Construction Contractor, major sub-contractors, CITY representatives, and representative of the Design Consultant(s); review Construction Contractors' proposed schedule of construction, prepare agenda, invite participants, conduct meeting, take minutes of meeting and distribute to all attendees. The purpose of the Pre-Construction Conference is to introduce the key team members to each other, familiarize all concerned with the various administrative

requirements of the project, and ensure that each participant understands what is required to fulfill their contracts.

- 2.2.2 Review contractor proposed project phasing; make recommendations on potential improvements.
- 2.2.3 Review the coordination of construction activities with utilities, public agencies, and CONSULTANT'S field personnel.
- 2.2.4 Correspondence distribution should be reviewed, including applicable procedures, number of copies required, timing of submissions, turnaround time for review, and Design Consultant's specific responsibilities must be discussed.
- 2.2.5 CONSULTANT shall coordinate with the CITY for required invoicing procedures (including Community Project Funding grant program format, See Exhibits D & E) and all CITY-required format for change orders, RFI's, and other required project documentation.
- 2.2.6 Review project safety plans and procedures to clarify each party's responsibility.
- 2.2.7 Confirm the location and availability of temporary water, electric, sewage and other similar services to be provided by the contractor, and confirm whose responsibility it is to provide, maintain and pay for these services.
- 2.2.8 Public information and community interaction procedures need to be discussed (typically handled through the CITY Public Information Officer).
- 2.2.9 Review project quality control procedures, reporting of nonconforming work, decisions regarding nonconforming work, as well as specific inspection and testing requirements.
- 2.2.10 Review the project scheduling requirements to include the overall time allotted for project completion and any intermediate milestones to be accomplished. The Construction Contractor is required to provide a Critical Path Method (CPM) Baseline Schedule that shall present the overall plan or sequence in which the project is to be constructed. Related constraints or issues should be identified and discussed. The CONSULTANT shall review the Baseline Schedule (against the phasing plans and the conceptual schedule) and work with the contractor to resolve differences in approach and projected timeframes. Discussion of sanctions for noncompliance with local, state and federal requirements should also be conducted.
- 2.2.11 The CONSULTANT shall review all labor compliance requirements with the Construction Contractor.
- 2.2.12 The parties shall discuss all potential material and equipment issues such as substitutions, as well as long lead time purchases. The CONSULTANT should also

review progress payment procedures including applicable forms, timing of application, promptness of payment, retention, partial release of retention and final payment.

2.2.13 The CONSULTANT should review all relevant policies and procedures including procedures for dealing with the discovery of changed conditions, CITY Design Consultant(s) initiated changes, pricing of changes and backup documentation required, time extensions, deductive changes, Value Engineering change proposals and payment for change order work. Notification requirements should include the specifics of where notices are to be sent.

2.2.14 Review contract documents at 100% completion for familiarity with project plans and specifications.

2.2.15 Set up PROJECT digital filing system available for CITY access. The City has access to the CMIS platform. The project files shall contain all data pertinent to the work and to the requirements of the specifications. In general, project files should support: 1) adequacy of field control; 2) conformance to contract specifications; and 3) contract payments to the Construction Contractor. The file should be complete and available at a single digital location.

The use of construction management software, which is typically contractor supplied, is not yet defined. The CONSULTANT will be responsible for creating, in association with the Design Consultant(s) and contractor, a file management system (either in CMIS or an alternate system provided by the contractor) that will provide the elements identified above.

2.2.16 Set up schedule, prepare agendas, conduct meetings, take minutes of weekly meetings to discuss schedule, current and past issues that need to be resolved.

2.2.17 Review the Construction Contractor's baseline schedule to check its conformance with the Specifications. Identify and resolve schedule conflicts. Conflicts with the CITY and third parties should be mutually resolved in order to develop a baseline schedule acceptable to all parties. A typical checklist for the review of the baseline schedule includes:

2.2.17.1 Check the schedule for specification compliance.

2.2.17.2 Verify that milestones and completion dates are consistent with contract requirements.

2.2.17.3 Check procurement and submittal activities.

2.2.17.4 Check overall logic for any conflicts in required construction sequencing.

2.2.17.5 Verify that all contract work items are included.

2.2.17.6 Review equipment and labor resources to determine potential resource

problems or conflicts.

- 2.2.17.7 Verify that the critical path(s) is clearly defined and check activities closely for accuracy and reasonable time allocation.
- 2.2.17.8 Look for excess float-logic or relationships may be changed to reduce float and possibly change the critical path and shorten schedule.
- 2.2.17.9 Request and review Time Impact Analysis (TIA) from the contractor upon contractor's request for time adjustment.
- 2.2.18 Maintain the written record of project progress including daily inspection reports, weekly statement of working days and monthly progress statements.
- 2.2.19 CONSULTANT and Construction Contractor shall jointly review the updated information monthly before updating the schedule. In performing its review, the CONSULTANT shall check the specifications to determine if the schedule update complies with revision requirements and verify that the written narrative describes the progress accurately. It is important to identify all changes in logic, activity duration, and resources as well as any deletion or addition of activities, and evaluate the acceptability of each. The CONSULTANT should also verify that the progress of activities and up to date as-built information is accurate. The CONSULTANT shall point out any loss of float and alert the Project Team of all actual or potential delays and disruptions to the schedule. The CONSULTANT should also make recommendations to the CITY on how to regain any lost time in the schedule.
- 2.2.20 Meeting minutes have an action list detailing items that require follow-up, the parties who are responsible, and the schedule by when action is expected. A list of open issues is also maintained, and efforts are made to remove these items off the list. The CONSULTANT should arrange and conduct periodic meetings to review the progress of the work. These usually occur monthly, but more frequent meetings may be necessary during different phases of the project. This includes reviewing the CPM schedules, outstanding or potential problems, and possible solutions, current versus budgeted line items, technical issues, and safety concerns. Timely response to submittals, RFIs and redesign requests should be verified. It is also suggested that the CONSULTANT and the Construction Contractor's project manager jointly hold weekly coordination meetings with appropriate Subcontractors to review the week's intended activities. Discussion topics should include delivery of materials, availability of on-site storage, staging areas for work preparation, access for equipment, quality assurance and quality control requirements, proper sequencing of operations to prevent rework/claims, impact of on-going operations, movement of pedestrians and bicycles through a portion of the work zone, and general safety concerns.
- 2.2.21 Manage and analyze issues as they arise; make recommendations for possible solutions and recommend solutions in a timely manner.
- 2.2.22 Review potential change orders for contractual and technical merit. Prepare independent cost estimate and schedule analysis of work. Each estimate should be

broken into construction items, with unit prices and total cost for each item. Each item shall be divided into elements of labor, material, and equipment, as needed. Based on the CONSULTANT'S evaluation of the progress of work, a payment recommendation is made to the CITY. Working with CITY staff, negotiate and prepare change orders for execution by the CITY, provide a cumulative total of past change orders and the impact on the completion of the project. The CONSULTANT should respond to changes in the work in a timely manner. This includes requiring prompt written notification of the CONSULTANT by the Construction Contractor of any changed conditions, omissions or discrepancies which may result in extra work, and by the CITY, any desired design modifications. Written direction is required before any extra work is begun. The means by which equitable compensation for changed work will be decided upon and shall include required backup and documentation for changed work. The CONSULTANT should establish procedures required for the Construction Contractor to demonstrate that it is entitled to a time extension (or reduction) because of changed work. The CONSULTANT should issue a monthly change order report which identifies:

2.2.22.1 Approved and potential changes.

2.2.22.2 Date of discovery, or notification of the issue with a brief description of the Issue. References to applicable contract documents.

2.2.22.3 Any time or cost adjustments requested or proposed by the Construction Contractor.

2.2.22.4 All potential changes should be assigned a reference number, which is best tracked back to the originating RFI or communication.

2.2.23 Prepare progress payments on CITY forms for internal processing by CITY staff. The CONSULTANT reviews the Construction Contractor's proposed payment breakdown. Any questions should be resolved with the Construction Contractor prior to the first payment. At the end of each pay period, the actual amount of work performed must be determined. The summary of daily records that contain accurate registers of work accomplished is the best method to evaluate progress. Progress payments shall not be made against outstanding or unresolved change orders.

All progress payments must be in format as required by the Community Project Funding Grant Agreement No. B-22-CP-CA-0082 (See Exhibit D & E).

2.2.24 Make recommendations and implement procedures for reducing the likelihood of disputes and claims. Assist and advise CITY staff in the resolution of disputes.

2.2.25 Observe and monitor all aspects of the project, including field inspection, for compliance with the plans and specifications. Notify Construction Contractor when work is not in compliance with the plans and specifications. Prepare daily inspection reports (i.e., Daily Logs). Provide photographic documentation of the construction. Photographs must be date stamped by the camera and identified by filename as to

location and description of the photograph. Monitor Construction Contractor's construction schedule for timely completion. Prepare correspondence as necessary. The daily inspection reports should contain the following information at a minimum:

2.2.25.1 Report number, date and day of report.

2.2.25.2 Weather conditions.

2.2.25.3 Workforce, including identification of the number and classification of all craft labor.

2.2.25.4 Identify the number and type of major construction equipment; specifically note if equipment was idle or active.

2.2.25.5 Works in progress - include as appropriate quantities or estimate percentages of work completed, specific locations of work performed. Any specific testing or quality control procedure should be noted. Refer to specific testing report if applicable.

2.2.25.6 Problems or difficulties encountered (including, but not limited to, contractor corrective actions) note any directives, approvals or rejections given or received, including the personnel involved.

2.2.25.7 The report should include a description of the Construction Contractor's operation and the location where the work was performed. It shall also include statements made by the Construction Contractor or agency personnel, which are pertinent to the work. The report must also identify the Construction Contractor staff and subcontractor performing the work.

2.2.25.8 Completed form should be signed and dated.

2.2.25.9 Compliance with vehicular traffic handling plans.

2.2.25.10 Compliance with required environmental mitigation measures.

2.2.25.11 Statement regarding contractor's work for compliance against contract documents.

2.2.25.12 Note all contractor submittals received.

2.2.15.13 Note any materials testing performed and observations of subsurface

conditions.

- 2.2.25.14 Daily reports should be promptly reviewed by the Project Manager.
- 2.2.26 Preparation and submittal of a monthly Construction progress report due on the first (1st) of the month, and shall contain at a minimum:
 - 2.2.26.1 Overview of work accomplished during the previous month.
 - 2.2.26.2 Overview of work to be accomplished the following month.
 - 2.2.26.3 Updated schedule. This shall be based on Contractor's schedule.
 - 2.2.26.4 Contractor work progress and completion percentage in a summary form and graphs.
 - 2.2.26.5 Problem areas, if any, with proposed corrective actions.
 - 2.2.26.6 Outstanding issues with deadline-to-resolve-by date.
 - 2.2.26.7 Bar graph comparing monthly invoiced amount and cumulative billings with total authorized construction management budget.
- 2.2.27 Create and provide a monthly project status report in the form of an electronic newsletter that can be distributed to project stakeholders.
- 2.2.28 Review Contractor's submittals for compliance with Contract Documents including all required documentation required by the Community Project Funding Grant Agreement No. B-22-CP-CA-0082 (See Exhibit D & E).
- 2.2.29 Coordinate and ensure that any required environmental mitigation monitoring is completed in accordance with all regulatory requirements, including review and approval of all documentation and reports.
- 2.2.30 Review and approve Construction Contractor's survey layouts.
- 2.2.31 In accordance with the project specifications, the Construction Contractor is required to engage the services of a testing laboratory to perform the Quality Control of the work. The CONSULTANT will monitor the quality control (QA/QC) program completed by the Contractor and their selected testing laboratory. CONSULTANT shall determine that QA/QC services are consistent with CITY requirements.

The CONSULTANT shall assist the City in the retention of an independent testing laboratory or specialized subconsultants to perform additional quality assurance and oversight of those items subject to testing and inspections, including but not limited

to, geotechnical analysis, compaction testing, hazmat testing program(s) completed by the Contractor.

- 2.2.32 Establish and implement procedures to process submittals and RFI from the Construction Contractor in a timely manner.
- 2.2.33 Review and monitor Construction Contractor safety program for compliance with Cal/OSHA. Notify Construction Contractor if unsafe conditions are observed. Notify CITY staff if the Construction Contractor fails to rectify unsafe conditions. Investigate accidents on behalf of the CITY.

2.3 POST-CONSTRUCTION PHASE SERVICES

- 2.3.1 Assist the City in the procurement, review and submittal of all required project close-out documentation for environmental mitigation measures.
- 2.3.2 Substantial and Final Completion Services, including the following:
 - 2.3.2.1 Site inspection to determine if improvements are complete and in compliance with Contract Documents.
 - 2.3.2.2 Preparation of punch-list and inspection of punch-list corrective actions.
 - 2.3.2.3 Recommendation to the CITY regarding release of payments and retention to Contractor.
 - 2.3.2.4 Coordinate with the Construction Contractor, procurement and organization of all required O & M Manuals and final submittals (in digital format). These documents shall be organized and provided to the CITY at project close-out, including all required documentation required to close out the Community Project Funding Grant Agreement No. B-22-CP-CA-0082 (See Exhibit D & E).
 - 2.3.2.5 Record Compilation and Submittal, including;
 - 2.3.2.5.1 Preparation and submittal of a complete set of organized construction contract documentation.
 - 2.3.2.5.2 Coordinate with the Construction Contractor and Design Consultant(s), the assembly and submittal to the City of final Project record drawings (i.e., as-builts) made by Construction Contractor or Consultant during construction (in digital format and one set of hard copies).
 - 2.3.2.6 Obtain Warranty and Lien Release Information from the Construction Contractor and assist the CITY with filing a Notice of Completion.

End of Exhibit A

**EXHIBIT B
SCHEDULE OF FEES**

Cost Component	Cost
Design/Constructability Review and Backcheck by EAS Department	\$ 29,000
Estimate Review by Estimating Department	\$ 7,300
Preconstruction & Bid Management Phase Project Management, part-time	\$ 43,700
Construction Phase Project Management (10 months)	\$ 288,000
Analysis of Contractor's CPM Schedule Submittals by Scheduling Department	\$ 22,000
Post Construction Phase – Project Management, part-time	\$ 24,500
Reimbursable Expenses	\$ 13,600
Total Base Services:	\$ 428,100
CASp Inspector Allowance (Q&A 1.1) – Three Inspections	\$ 16,000
Special Inspection & Materials Testing, Subconsultant Budget Allowance	\$ 38,500
Independent Estimates of Contractor's PCOs (50-Hour Allowance)	\$ 9,700
Independent Schedule Analysis of Contractor's PCOs (50-Hour Allowance)	\$ 9,700
Total Allowance for Additional Services:	\$ 73,900
Contingency (12%)	\$ 60,240
Total Contingency:	\$ 60,240
Time & Materials, Not to Exceed (Total)	\$ 562,240

The EXHIBIT B fees are based upon the scope of services described in the RFP/Q along with subsequent meetings with the City, Exhibit F schedule, and the following staffing assumptions: Preconstruction and bidding services, seven months from commencement of services to start of construction which is anticipated late-August 2025 to mid-March 2026 followed by 10 months for construction followed by one month for post-construction with services concluding by mid-February 2027. Construction phase staffing will consist of Sr. Project Manager Lou Gibilisco for approximately 20%-time involvement with Project Manager Brandy Alvidrez's time involvement being approximately 50%. The construction phase Project Management staffing levels may range from part-time to full-time depending on the selected contractor's approach. We recognize this is an unknown for the CITY and CONSULTANT and are willing to start with the part-time approach with the understanding that we will review the hours spent three months after the project commences. An

amendment to the agreement may be required if it is determined that more hours are needed to provide the services outlined in EXHIBIT A.

Reimbursable Expenses:

Reimbursable expenses (e.g. reprographics), when applicable, shall be billed on a straight pass-through basis. CONSULTANT must obtain written pre-approval from the City Project Manager for all anticipated reimbursable expenses before incurring such expenses. Pre-approval requests shall include a detailed breakdown of expenses, purpose, and any other relevant information.

Mileage:

Mileage for travel to and from the job site or other locations related to the project is considered part of their regular duties and shall not be reimbursed. CONSULTANT is responsible for all personal travel expenses, including the cost of transportation, mileage, and fuel, unless approved in advance by the City Project Manager.

Markup Rates for Subconsultants:

CONSULTANT may engage subconsultants to perform certain aspects of the services under this agreement, subject to the City's prior approval. The maximum amount of markup that may be added to subconsultants' work is 10%.

HOURLY RATES – KITCHELL/CEM

Position/Title	Hourly Rate
Project Executive	\$253
Senior Project Manager	\$215
Project Manager II/Construction Manager	\$202
Project Manager I	\$195
Senior Project Engineer	\$157
Project Engineer II	\$150
Project Engineer	\$142
Document Control Manager	\$106
Engineering/Architecture Department Manager	\$245
Senior Architect/Engineer	\$200
Architect/Engineer	\$190
Commissioning Engineer	\$190
BIM Manager	\$206
BIM Engineer	\$157
CAD Technician	\$134
Engineering/Architecture Department Admin Support	\$106

Estimating Department Manager	\$233
Senior Estimator	\$194
Estimator	\$167
Scheduling Department Manager	\$194
Scheduler	\$167

HOURLY RATES - EARTH SYSTEMS

Position/Title	Hourly Rate
Principal Professional	\$270
Associate Professional	\$253
Senior Professional	\$237
Project Professional	\$209
Staff Professional	\$187
Certified Welding Inspector, Prevailing Wage*	\$187
Field Services Supervisor	\$176
Non-Destructive Testing (NDT) Inspector	\$176
Certified Welding Inspector	\$176
Special Inspector, Prevailing Wage*	\$171
Technical Assistant	\$160
Technician, Prevailing Wage*	\$154
Special Inspector	\$143
Technician	\$127
Clerical/Administrative	\$110

*Technician/Inspector Classifications as defined by the State of California Department of Industrial Relations.

MATERIALS LABORATORY TESTING FEES
An additional hourly charge (\$100/hr.) will be applied for cutting, capping, or other preparation of non-standard samples. All compression test fees include formal report following 28-day tests. Formal reports for earlier tests will be subject to an additional report fee of \$25.

EXHIBIT C

CDBG CONTRACT SPECIAL PROVISIONS

During the performance of this contract, Kitchell/CEM, Inc. (the “Consultant”) shall comply with all applicable federal laws and regulations including but not limited to the federal contract provisions in this Exhibit. In this Exhibit, the term “Agency” shall mean the local agency entering into this contract with the Consultant.

1. Definitions: For purposes of this Contract, the following terms shall have the meanings set forth below:

(a) “Assistance” means the CDBG grant funds provided, or to be provided, to the Grantee by the City, pursuant to the Grant Award Agreement.

(b) “CDBG” means Community Development Block Grant.

(c) “Contract” means the contractual agreement between the City and the Consultant to which these Contract Special Provisions have been incorporated and made a part thereof.

(d) “Consultant” means the Consultant whose services are retained pursuant to the Contract.

(e) “Grantee” means the unit of local government designated as the recipient of the Assistance in the Grant Award and signing the acceptance provision of the Grant Award.

(f) “HUD” means U.S. Department of Housing and Urban Development, which is the federal agency that awards and has authority over CDBG funding to the City.

(g) “City” means the Grantee or Subrecipient, as applicable.

(h) “Project” means the project for which the services of the Consultant have been retained pursuant to the Contract which are funded, in whole or in part, with CDBG funds.

(i) “Subrecipient” means the agent of the unit of local government as designated by an agreement.

(j) “Labor Surplus Area” means a civil jurisdiction that has an unemployment rate at least 20% above the average unemployment rate for all states, the District of Columbia, and Puerto Rico during the previous two calendar years. The Department of Labor issues the labor surplus area list on a fiscal year basis.

2. Prime Consultant Responsibilities: The Consultant is required to assume sole responsibility for the complete effort and enforcement of laws and regulations under this Contract. The City will consider the Consultant to be the sole point of contact with regard to contractual matters. All Consultants, including subconsultants must be registered in SAM and eligible to receive federal contracts.

3. Federal and State Laws: The Consultant agrees to comply with all CDBG requirements as well as other federal and state laws, regulations, or Executive Orders. The City reserves

the right to add or delete terms and conditions of this Contract as may be required by revisions and additions or changes in the requirements, regulations, and laws governing the CDBG Program.

4. Procurement and Contracting: In accordance with 2 CFR Part 200, the cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used. This provision shall supersede any conflicting provision in an executed contract document or agreement funded in whole or in part with CDBG funds.

5. Ownership: Ownership of all real or personal property, acquired in whole or in part with CDBG funds for use on this Project, shall be vested in the Grantee, unless otherwise authorized by the City. When the Grantee determines that the property is no longer required for the purposes of this Project, the Grantee must notify the City and obtain approval for disposition of the property in accordance with applicable guidelines.

6. Copyright: Except as otherwise provided in the terms and conditions of this Contract, the Consultant paid through this Contract is free to copyright any books, publications or other copyrightable materials developed in the course of the Project and under this Contract. However, HUD and the City reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, for Federal government and City purposes:

- (a) the copyright in any work developed under this Contract; and
- (b) any rights of copyright to which a subconsultant purchases ownership with grant support.

The Federal government's rights and the City's rights identified above must be conveyed to the publisher and the language of the publisher's release form must insure the preservation of these rights.

7. Reporting Requirements: The Consultant agrees to complete and submit all reports, in such form and according to such schedule, as may be required by the City or HUD. Further, the Consultant agrees to require any subconsultants to submit reports that may be required and to incorporate such language in its agreements. Failure to meet deadlines with the required information could result in sanctions.

8. Access to Records: All records with respect to all matters covered by this Contract shall be made available at any time for audit and inspection by HUD, the City or the Grantee or their representatives upon their request.

9. Maintenance of Records: Records for non-expendable property purchased totally or partially with Federal funds must be retained for five years after final close-out of the grant. All other pertinent contract records including financial records, supporting documents and statistical records shall be retained for a minimum of five years after the final close-out report. However, if any litigation, claim, or audit is started before the expiration of the five-year

period, then records must be retained for five years after the litigation, claim or audit is resolved.

10. Confidential Information: Any reports, information, data, etc., given to, prepared by, or assembled by the Consultant under this Contract, which the Grantee or the City requests to be kept confidential, shall not be made available to any individual or organization by the Consultant without prior written approval of the Grantee or the City, as applicable.

11. Reporting of Fraudulent Activity: If at any time during the term of this Contract anyone has reason to believe by whatever means that, under this or any other program administered by the City, a recipient of funds has improperly or fraudulently applied for or received benefits, monies or services pursuant to this Contract or any other contract, such information shall be reported immediately to the appropriate authorities.

12. Conflicts of Interest and Ethical Standards:

The following provisions regarding “conflicts of interest” apply to the use and expenditure of CDBG funds by the Grantee and its subrecipients, including the Consultant.

In cases not governed by the above, such as the acquisition and disposition of real property and the provision of CDBG assistance to individuals, businesses and other private entities, the following provisions shall apply.

Except for eligible administrative or personnel costs, the general rule is that no person who is an employee, agent, consultant, officer, or elected or appointed official of the City or a unit of general local government or any designated public agencies or subrecipient which are receiving CDBG funds who exercise or have exercised any function or responsibilities with respect to CDBG activities assisted herein or are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter. Exceptions may be granted by the City on a case-by-case basis as requested upon full disclosure in writing. The City may undertake any administrative remedies it deems appropriate, where there is a breach of ethical standards or conflict of interest under the regulations governing the CDBG Program and the City policies.

13. Applicable Law: In addition to the applicable Federal laws and regulations, this Contract is also made under and shall be construed in accordance with the laws of the State. By execution of this Contract, the Consultant agrees to submit to the jurisdiction of the City for all matters arising or to arise hereunder, including but not limited to performance of said Contract and payment of all licenses and taxes of whatever kind or nature applicable hereto.

14. Limitation of Liability: The Consultant will not assert in any legal action by claim or defense, or take the position in any administrative or legal procedures that he is an agent or employee of the City. This provision is not applicable to contracts for CDBG administration services where the Consultant is a Council of Government. The City shall not be liable for failure on the part of the Grantee or any other party to perform all work in accordance with all

applicable laws and regulations. The Grantee agrees to defend, indemnify, and hold harmless the City from and against all claims, demands, judgments, damages, actions, causes of actions, injuries, administrative orders, consent agreement and orders, liabilities, penalties, costs, and expenses of any kind whatsoever, including, without limitation, claims arising out of loss of life, injury to persons, property, or business or damage to natural resources in connection with the activities of the Grantee and any other third parties in a contractual relationship with the Grantee, or a subsidiary, whether or not occasioned wholly or in part by any condition, accident, or event caused by any act or omission of the City as a result of the Assistance.

15. Legal Services: No attorney-at-law shall be engaged through the use of any funds provided under this Contract in any legal action or proceeding against the City, the Grantee, any local public body or any political subdivision.

16.Contract: If any provision in this Contract shall be held to be invalid or unenforceable, the remaining portions shall remain in effect. In the event such invalid or unenforceable provision is considered an essential element of this Contract, the parties shall promptly negotiate a replacement provision, which addresses the intent of such provision.

17. Amendments: Any changes to this Contract affecting the scope of work of the Project must be approved, in writing, by the City and the Consultant and shall be incorporated in writing into this Contract. Any amendments of the original contract must have written approval by the City prior to execution.

18.Termination for Convenience: This Contract may be terminated for convenience in accordance with 2 CFR Part 200.

19. Sanctions: If the Consultant fails or refuses to comply with the provisions set forth herein, the City may take any or all of the following actions: cancel, terminate or suspend in whole or in any part the contract, or refrain from extending any further funds to the Consultant until such time as the Consultant is in full compliance.

20. Subcontracting: If any part of the work covered by this Contract is to be subcontracted, the Consultant shall identify the subcontracting organization and the contractual arrangements made therewith to the City. All subcontracts must be approved by the City to insure they are not debarred or suspended by the Federal or State governments and to insure the City understands the arrangements.

21.Subcontracting with Small and Minority Firms, Women's Business Enterprise and Labor Surplus Areas: It is national policy to award a fair share of contracts to disadvantaged business enterprises (DBEs), small business enterprises (SBEs), minority business enterprises (MBEs) and women's business enterprises (WBEs). Accordingly, affirmative steps must be taken to assure that DBEs, SBEs, MBEs and WBEs are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- (a) Including qualified DBEs, SBEs, MBEs and WBEs on solicitation lists;

- (b) Assuring that DBEs, SBEs, MBEs and WBEs are solicited whenever they are potential sources;
- (c) Whenever economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by DBEs, SBEs, MBEs and WBEs;
- (d) Where the requirement permits, establishing delivery schedules which will encourage participation by DBEs, SBEs, MBEs and WBEs;
- (e) Using the services and assistance of the Small Business Administration, Minority Business Development Agency, the State Office of Small and Minority Business Assistance, the U.S. Department of Commerce and the Community Services Administration as required; and
- (f) Requiring the subconsultant, if any, to take the affirmative actions outlined in (1) – (5) above.

22.Debarment Certification: The Consultant must comply with Executive Orders 12549 and 12689 regarding Federal debarment and suspension regulations prior to entering into a financial agreement for any transaction as outlined below:

- (a) Any procurement contract for goods and services, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold (which is \$100,000 and is cumulative amount from all federal funding sources).
- (b) Any procurement contract for goods and services, regardless of amount, under which the Consultant will have a critical influence on or substantive control over the transaction.

In addition, no contract may be awarded to any Consultants who are ineligible to receive contracts under any applicable regulations of the City.

24.Equal Employment Opportunity: The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the City.

In carrying out the Project, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant must take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Consultant will, in all solicitations or advertisements for employees by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Consultant shall incorporate the foregoing requirements of this paragraph in all of its

subcontracts for the Project unless exempted by rules, regulations, or orders of the City issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or vendor.

The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City advising the said labor union or workers' representatives of the Consultant's commitment under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the City, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the City for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Consultant's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further City government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or orders of the City, or as otherwise provided by law.

25. Age Discrimination: In accordance with 45 CFR, Parts 90 and 91, the Consultant agrees there shall be no bias or age discrimination as to benefits and participation under this Contract.

26. Section 109 of the Housing and Community Development Act of 1974: No person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under the CDBG program of the City.

27. Section 504 of the Rehabilitation Act of 1973, as amended: The Consultant agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the Assistance.

28. Section 3, Compliance and Provision of Training, Employment and Business Opportunities: The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, (12 USC § 1701u). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this said Contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to

this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the 24 CFR Part 135 regulations.

The Consultant agrees to send to each labor organization or representative of workers with which the Consultant has a collective bargaining agreement or other understanding, if any, a notice advising the organization or workers' representative of the Consultant's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions; the qualifications for each; and the name and location of person(s) taking applications for each of the positions; and the anticipated date the work shall begin. The Consultant agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subconsultant is in violation of the regulations in 24 CFR Part 135. The Consultant will not subcontract with any subconsultant where the Consultant has notice or knowledge that the subconsultant has been found in violation of the regulations in 24 CFR Part 135.

The Consultant will certify that any vacant employment positions including training positions, that are filled (1) after the Consultant is selected but before this Contract has been executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Consultant's obligations under 24 CFR Part 135.

The Consultant agrees to submit such reports as required to document compliance with 24 CFR Part 135. Noncompliance with the regulations in 24 CFR Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

29. Lead-Based Paint: The construction or rehabilitation of residential structures with any portion of the Assistance is subject to the HUD Lead-Based Paint regulations found at 24 CFR Part 35. Any grants or loans made by the Grantee for the rehabilitation of residential structures with any portion of the Assistance shall be made subject to the provisions for the elimination of lead-base paint hazards under subpart B of said regulations, and the Grantee shall be responsible for the inspections and certifications required under Section 35.14(f) thereof.

30.Compliance with Air and Water Acts: (Applicable to construction contracts and related subcontracts exceeding \$100,000) This Contract is subject to the requirements of the Clean Air Act, as amended, 42 USC § 7401 et seq., the Federal Water Pollution Control Act (Clean Water Act), as amended, 33 USC § 1251 et seq., and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended from time to time. In particular, the following are required:

- (a) A stipulation by the Consultant or subconsultant that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of

Violating Facilities, issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR § 15.20.

(b) Agreement by the Consultant to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 USC § 7414) and Section 308 of the Federal Water Pollution Control Act, as amended (33 USC § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Sections 114 and 308, and all regulations and guidelines issued thereunder.

(c) A stipulation that as a condition of award of contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract under consideration is to be listed on the EPA list of Violating Facilities.

(d) Agreement by the Consultant that the Consultant will include or cause to be included the criteria and requirements in these subparagraphs (1) through (4), in every nonexempt subcontract and requiring that the Consultant will take such action as the City may direct as a means of enforcing such provisions.

In no event shall any amount of the Assistance be utilized with respect to a facility which has given rise to a conviction under section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

31.Federal Labor Standards Provisions: *(Applicable to construction contracts in excess of \$2,000 or residential rehabilitation contracts involving more than eight units)*

The Project or program to which the construction work covered by this Contract pertains is being assisted by the United States of America and the Federal Labor Standards Provisions as set forth on Attachment 1 are included in this Contract pursuant to the provisions applicable to such Federal assistance. These provisions must be complied with or sanctions will be instituted.

EXHIBIT D
FY 2022 COMMUNITY PROJECT FUNDING GRANT
AGREEMENT NO. B-22-CP-CA-0082

Grantee Name: City of Goleta

Grantee Address: 5679 Hollister Avenue Goleta, CA 93117

Grantee's Unique Entity Identifier {UEI}:

Grantee's Employer Identification Number (EIN)

Federal Award Identification Number (FAIN) B-22-CP-CA-0082

Assistance Listing Number and Name 14.251 Economic Development Initiative,
Community Project Funding, and Miscellaneous Grants

Period of Performance/Budget Period Start Date Date of grant obligation

Period of Performance/Budget Period End Date August 31, 2030

This Grant Agreement between the Department of Housing and Urban Development (HUD) and City of Goleta (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the Explanatory Statement for Division L of that Act, which was printed in the House section of the Congressional Record on March 9, 2022 (Explanatory Statement); and superseding provisions of the Consolidated Appropriations Act, 2023 (Public Law 117-328).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

ARTICLE I. Definitions

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

ARTICLE II. Total Grant Amount

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$3,000,000 available to the Grantee.

ARTICLE III. Award-Specific Requirements

A. Federal Award Description. The Grantee must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in accordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as described in the Project Narrative that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved Project Narrative as Appendix 1 to the Grant Agreement on the date that HUD signs this

Grant Agreement.

B. Approved Budget. The Grantee must use the Grant Funds as provided by the Approved Budget. Unless changed in accordance with Article III, section C of this Grant Agreement, the Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved line-item budget as Appendix 2 to this Grant Agreement on the date that HUD signs this Grant Agreement.

C. Project and Budget Changes. All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Grant Agreement. To request HUD's approval for a change in the Project or Approved Budget, the Grantee must submit a formal letter to the Director of HUD's Office of Economic Development - Congressional Grants Division through the assigned Grant Officer. The letter must be submitted by email to the assigned Grant Officer and must provide justification for the change. The email submitting the letter must also include a revised project narrative or revised line-item budget, as applicable, that includes the requested change. The Grantee is prohibited from making project or budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article III, section D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website. The HUD Office of Economic Development-Congressional Grants Division will notify the Grantee in writing, by email, whether HUD approves or disapproves the change. Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in Disaster Recovery Grant Reporting (DRGR) to reflect that change.

D. Applicable Appropriations Act Conditions. The conditions that apply to the Grant Funds as provided by the Consolidated Appropriations Act, 2022, the Explanatory Statement, and the Consolidated Appropriations Act, 2023 are hereby incorporated and made part of this Grant Agreement. In the event of a conflict between those conditions, the conditions provided by the later Act will govern. The Grant Funds are not subject to the Community Development Block Grants regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.

E. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. As authorized under 2 CFR 200.307(e)(2), program income may be treated as an addition to the Federal award, provided that the Grantee uses that income for allowable costs under this Grant Agreement. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. Any program income that cannot be expended on allowable costs under this Grant Agreement must be paid to HUD before closeout of the grant, unless otherwise specified by an applicable Federal statute.

F. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education, the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can amend the Grant Agreement to reflect the change if necessary. Consistent with 2

CFR part 200, Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

G. The Grantee must comply with any specific award conditions that HUD may attach to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.

H. The Grantee is responsible for managing the Project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the Project, the grant closeout, and compliance with all applicable federal requirements. The Grantee may subaward all or a portion of its funds to one or more subrecipients, as identified in the Project Narrative (Appendix 1) or as may be approved by HUD in accordance with 2 CFR 200.308. All subawards made with funding under this Grant Agreement are subject to the subaward requirements under 2 CFR art 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV. A subaward may be made to a for-profit entity only if HUD expressly approves that subaward, and the for-profit entity is made subject to the same Federal requirements that apply to all other subrecipients, including the requirements 2 CFR part 200 provides for a "non-Federal entity" that receives a subaward.

ARTICLE IV. General Federal Requirements

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR art 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the Project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR art 58.

C. After Grantee's receipt of the Letter of Invitation for this grant, neither the Grantee nor any of its contractors, subrecipients and other funding and development partners may undertake, or commit or expend Grant Funds or local funds for, project activities (other than for planning, management, development and administration activities), unless a contract requiring those activities was already executed prior to the Letter of Invitation, until one of the following occurs: (i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds; (ii) the Responsible Entity has determined and documented in its environmental review record that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or (iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.

D. Following completion of the environmental review process, the Grantee (recipient) shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.

E. The Grantee must comply with the generally applicable *mm* and CPD requirements in 24 CFR part 5, subpart A, including all applicable fair housing, and civil rights requirements. If the Grantee is a Tribe or a Tribally Designated Housing Entity (TDHE) as established under 24 CFR 1000.206, the Grantee must comply with the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a). The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

F. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of *mm* and the Grantee after those amendment become effective.

G. The Grantee must comply with the Award Term in Appendix A to 2 CFR part 25 ("System for Award Management and Universal Identifier Requirements") and the Award Term in Appendix A to 2 CFR part 170 ("Reporting Subawards and Executive Compensation"), which are hereby incorporated into and made part of this Grant Agreement.

H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than \$500,000, the Grantee must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.

I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C.

1352, (the Byrd Amendment) and 24 CFR part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must include in its award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR part 87 and for disclosure using Standard Form- LLL (SF-LLL), "Disclosure of Lobbying Activities." In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR part 87. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

J. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR part 2429, which adopts the governmentwide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

K. The Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance.

L. If Grant Funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead-based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead-based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3

accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

O. The Grantee must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

P. The Grantee must administer its Grant Funds in accordance with the Conflict-of-Interest requirements set forth in Appendix 6 of this Grant Agreement.

Q. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.

R. The Grantee must comply with the award term and condition regarding trafficking in persons in Appendix 7 of this Grant Agreement.

S. The assurances and certifications the Grantee has made and submitted to HUD are incorporated by this reference and made part of this Grant Agreement.

ARTICLE V. Drawdown Requirements

A. The Grantee may not draw down Grant Funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.

B. The Grantee must use HUD's Disaster Recovery Grant Reporting (DRGR) system to draw down Grant Funds and report to HUD on activities.

C. The Grantee must enter activity and budget information in DRGR that is consistent with the Project and Approved Budget as described in Article III, sections A and B of this Grant Agreement and complies with HUD's instructions for entering information in DRGR found in

the document titled "Grant Award Instructions" that accompanies the Grant Agreement. The Grantee must only enter activities in DRGR that are described in the Approved Budget.

D. The Grantee must expend all Grant Funds in accordance with the activity and budget information in DRGR.

E. Each drawdown of Grant Funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.

F. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article VI of this Grant Agreement. The Grantee must expend program income before drawing down Grant Funds through DRGR.

G. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any Grant Funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the grantee is advised to make its final request for payment under the grant no later than September 15, 2030.

ARTICLE VI. Program-Specific Reporting Requirements

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives of the Project as described in Article III, section A of this Grant Agreement; the reasons why established goals were not met, if appropriate; and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reports.html>).

D. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.

E. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.

F. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (<https://www.grants.gov/web/200/forms/post-award-reporting-forms.html>). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311(c), 200.313(e), and 200.314(a).

ARTICLE VII. Project Closeout

A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement.

B. The Grantee must submit to HUD a written request to closeout the grant no later than 30 calendar days after the Grantee has drawn down all Grant Funds and completed the Project as described in Article III, section A of this Grant Agreement. HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.

C. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.

D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with Grant Funds.

1. A Certification of Project Completion.
2. A Grant Closeout Agreement.
3. A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability requirements of 2 CFR part 200, subpart E); a certification of the costs; and the amounts and sources of other project funds.

4. A final performance report providing a comparison of actual accomplishments with the objectives of the Project as described in Article III, section A of this Grant Agreement, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.
5. A final property report, if specifically requested by HUD at the time of closeout.

ARTICLE VIII. Default

A default under this Grant Agreement shall consist of any use of Grant Funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the Federal government or the Grantee by any third party.

ARTICLE IX. HUD Contact Information

Except where this Grant Agreement specifically states otherwise, all requests, submissions, and reports the Grantee is required to make to HUD under this Grant Agreement must be made in writing via email to CPFGGrants@hud.gov.

This agreement is hereby executed on behalf of the Grantee and HUD as follows:

GRANTEE

City of Goleta

BY: 

Robert Nisbet
City Manager

February 15, 2024

HUD

BY: _____
Robin J. Keegan,
Deputy Assistant Secretary for Economic Development

(Date)

APPENDIX 1 - Project Narrative

In 2013, the City commissioned an evaluation of Americans with Disabilities Act (ADA) improvements needed at the Goleta Community Center. The study identified several areas to be brought into compliance including the existing restrooms, access points to the building and paths of travel in and through the building. T

Based upon the findings of the ADA evaluation, the city proposes to use Community Project Funding (CPF) to implement the following ADA improvements to the Goleta Community Center property:

- Complete redesign of the existing men's and women's restrooms including new door hardware, relocation of minor walls, cabinets, and equipment.
- Installation of a new sewer lateral to accommodate increased effluent volumes from the enhanced restroom facilities and installation of a new grease interceptor to prevent blockages from the enhanced restrooms.
- Addition of two (2) stage lifts and associated handrails in the auditorium and dining room.
- Installation of new ADA-compliant handrails at the existing ramp at the main entrance and on the existing front entrance stairs.
- Installation of new ADA access aisles to serve the existing ADA parking spaces.
- Installation of new access ramps throughout the front parking lot
- Design of new ADA path of travel from the adjacent bus stop to the front entrance.

APPENDIX 2 - Approved Budget

Project Cost		Funding Source
Conceptual Planning	2,000	General Fund
Design and Engineering	355,885	CDBG Funding
CEQA/NEPA	35,000	CDBG Funding
Develop Plans and Specs	50,000	CDBG Funding
Construction Cost	3,000,000	Community Project Funding
Construction Contingency		
Contingency (City)	682,381	General Fund
Const. Contingency (Other)	67,619	CDBG Funding
Construction Management	273,900	CDBG Funding
Project Management	212,200	General Fund
Project Labor Agreement Consultant	100,000	General Fund
Total Project Cost	4,778,985	
Sources of Funds		
General Fund	996,581	
CDBG Funding	782,404	
Community Project Funding	3,000,000	
Total Sources of Funds	4,778,985	

APPENDIX 3 - Grantee's Indirect Cost Rate Information

Subject to the applicable requirements in 2 CFR part 200 (including its appendices), the Grantee will use an indirect cost rate as represented by the Grantee below:

- ☒ The Grantee will not use an indirect cost rate to charge its indirect costs to the grant.
- ☐ The Grantee will use the indirect cost rate(s) identified in the table below to charge its indirect costs to the grant.

Agency/Dept/Major Function	Indirect cost rate	Direct Cost Base
%	_____
%	_____

[PLEASE NOTE: The grantee must check one of the two boxes above. If the second box is checked, the corresponding table must be filled out as described below.

The table must include each indirect cost rate that will be used to calculate the Grantee's indirect costs under the grant. The table must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR 200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR 200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.]

APPENDIX 4 - Award Term and Condition for Grantee Integrity and Performance Matters

Reporting of Matters Related to Grantee Integrity and Performance

1. General Reporting Requirement

If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time the Grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which Grantee Must Report

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government.
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

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FUNDING GRANT AGREEMENT NO. B-22-**

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. The Grantee does not need to submit the information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under Federal procurement contracts that the Grantee was awarded.

4. Reporting Frequency

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. If the Grantee has Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, the Grantee must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes-

- (1) Only the Federal share of the funding under any Federal award with a cost share or match requirement; and
- (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

APPENDIX 5 - Specific Award Conditions
NONE.

APPENDIX 6 - Conflict of Interest Requirements

1. *Conflicts Subject to Procurement Regulations.* When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.

2. *General prohibition.* No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

3. *Exceptions.* HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee's project, taking into account the cumulative effects of the factors in paragraph (v).

4. *Threshold requirements for exceptions.* HUD will consider an exception only after the Grantee has provided the following documentation:

- a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and
- b. An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

5. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

- a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- b. Whether an opportunity was provided for open competitive bidding or negotiation;
- c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception

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will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

d. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;

e. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);

f. Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

g. Any other relevant considerations.

6. *Disclosure of potential conflicts of interest.* The Grantee must disclose in writing to HUD any potential conflict of interest.

APPENDIX 7 - Award Term and Condition Regarding Trafficking in Persons

The following award term and condition, which is required by 2 CFR part 175, applies as written:

a. Provisions applicable to a grantee that is a private entity.

1. You as the grantee, your employees, subrecipients under this award, and subrecipients' employees may not-
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either-

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by HUD at 2 CFR 2424.

b. Provision applicable to a grantee other than a private entity.

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity-

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by HUD at 2 CFR 2424.

c. Provisions applicable to any grantee.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

- I. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

EXHIBIT E FY 2022 COMMUNITY PROJECT FUNDING GRANT

Applicant and Recipient
Assurances and Certifications

U.S. Department of Housing
and Urban Development

OMB Number: 2510-0017
Expiration Date: 1/31/2026

Instructions for the HUD 424-B Assurances and Certifications

As part of your application for HUD funding, you, as the official authorized to sign on behalf of your organization or as an individual, must provide the following assurances and certifications. The Responsible Civil Rights Official has specified this form for use for purposes of general compliance with 24 CFR §§ 1.5, 3.115, 8.50, and 146.25, as applicable. The Responsible Civil Rights Official may require specific civil rights assurances to be furnished consistent with those authorities and will specify the form on which such assurances must be made. A failure to furnish or comply with the civil rights assurances contained in this form may result in the procedures to effect compliance at 24 CFR §§ 1.8, 3.115, 8.57, or 146.39.

By submitting this form, you are stating that all assertions made in this form are true, accurate, and correct.

As the duly representative of the applicant, I certify that the applicant: [Insert below the Name and title of the Authorized Representative, name of Organization and the date of signature]:

*Authorized Representative Name: Robert Nisbet

*Title: City Manager

*Applicant/Recipient Organization: City of Goleta

1. Has the legal authority to apply for Federal assistance, has the institutional, managerial and financial capability (including funds to pay the non-Federal share of program costs) to plan, manage and complete the program as described in the application and the governing body has duly authorized the submission of the application, including these assurances and certifications, and authorized me as the official representative of the application to act in connection with the application and to provide any additional information as may be required.

2. Will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)) and implementing regulations (24 CFR part 1), which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity that receives Federal financial assistance OR if the applicant is a Federally recognized Indian tribe or its tribally designated housing entity, is subject to the Indian Civil Rights Act (25 U.S.C. 1301-1303).

3. Will administer the grant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR part 8, the American Disabilities Act (42 U.S.C. §§ 12101 et seq.), and implementing regulations at 28 CFR part 35 or 36, as applicable, and the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) as amended, and implementing regulations at 24 CFR part 146 which together provide that no person in the United States shall, on the grounds of disability or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance; except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

4. Will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and the implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion sex (including gender identity and sexual orientation), disability, familial status, or national origin and will affirmatively further fair housing; except an

applicant which is an Indian tribe or its instrumentality which is excluded by statute from coverage does not make this certification; and further except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

5. Will comply with all applicable Federal nondiscrimination requirements, including those listed at 24 CFR §§ 5.105(a) and 5.106 as applicable.

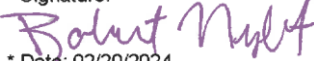
6. Will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) and implementing regulations at 49 CFR part 24 and, as applicable, Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR part 42, subpart A.

7. Will comply with the environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et seq.) and related Federal authorities prior to the commitment or expenditure of funds for property.

8. That no Federal appropriated funds have been paid, or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of this Federal grant or its extension, renewal, amendment or modification. If funds other than Federal appropriated funds have or will be paid for influencing or attempting to influence the persons listed above, I shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying. I certify that I shall require all subawards at all tiers (including sub-grants and contracts) to similarly certify and disclose accordingly. Federally recognized Indian Tribes and tribally designated housing entities (TDHEs) established by Federally-recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage by the Byrd Amendment, but State-recognized Indian tribes and TDHs established under State law are not excluded from the statute's coverage.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct.
WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802).

* Signature:



* Date: 02/20/2024

Form HUD 424-8 (1/27/202

City of Goleta
General Services Department and Kitchell/CEM, Inc.
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EXHIBIT F PRELIMINARY PROJECT SCHEDULE

Kitchell/CEM, Inc. will proceed with the work upon approval from the City of Goleta. The following schedule assumes authorization to proceed in August 2025:

City Council Award of Contract.....	August 19, 2025
Authorization to Proceed	August 2025
Kick-Off Meeting (1-day).....	August 2025
Meetings w Design Team & City Planning	September 2025
Pre-Construction Services.	September 2025 – January 2026
Planning & Building Permit Submittal	Oct. – Nov. 2025
City Council – Approve to Bid.....	January 2026
Project Bidding & Bid Assistance ...	Jan. 2026 – March 2026
City Council Award of Bid	April 2026
Construction Phase Services.....	April 2026 – February 2027
Post Construction Services	February 2027 – March 2027
Post-Construction Project Close-Out.....	July 2027

Note 1: Upon Authorization to Proceed, Kitchell/CEM, Inc. will assemble a formal design schedule (and a preliminary construction schedule) in Microsoft Excel or Microsoft Projects. Schedule will be reviewed during scheduled design team review meetings.

Note 2: All construction activity shall be coordinated with the City of Goleta schedule.