



TO: Mayor and Councilmembers

PREPARED BY: Luz “Nina” Buelna, Public Works Director

SUBJECT: Agreement with Dudek for Storm Drain Master Plan

RECOMMENDATION:

Authorize the City Manager to execute a Professional Services Agreement for Storm Drain Master Plan with Dudek for a not-to-exceed amount of \$344,240 and a termination date of June 30, 2028.

BACKGROUND:

Since its incorporation in 2002, the City of Goleta has relied on a combination of in-house staff and qualified professional consultants to deliver specialized Public Works services. As the City’s storm drain system ages and storm events intensify, the City must better understand the condition, capacity, and long-term capital needs of its underground drainage infrastructure. Developing a comprehensive Storm Drain Master Plan is a critical step in establishing a complete asset inventory, evaluating system performance under current design standards, and identifying capacity improvements needed to support future capital planning and infrastructure investment.

Pre-Qualified Consultant Process

To ensure the timely delivery of specialized professional services and maintain consistency, transparency, and competitiveness in consultant selection, the City utilizes a pre-qualified consultant process for Public Works professional services.

In 2022, the City established a Pre-Qualified Consultant List for Public Works through a formal Request for Qualifications, or RFQ, process approved by City Council. Firms were evaluated based on technical expertise, relevant municipal experience, staff qualifications, regulatory knowledge, past performance, and ability to meet City schedules and compliance requirements. Firms meeting the City’s qualification criteria were placed on the pre-qualified list, allowing staff to efficiently assign work for specialized and time-sensitive services in accordance with the City’s purchasing authority and contract policies. In 2024, the City updated the Pre-Qualified Consultant List through a subsequent RFQ process to ensure the list remained current and reflective of evolving regulatory requirements, technical standards, and City needs. Statements of Qualifications were

submitted, reviewed, and evaluated by staff, and qualified firms were added to or retained on the updated list.

Dudek was included on the City's pre-qualified consultant list through this RFQ process. Based on Dudek's demonstrated experience in stormwater compliance, watershed planning, municipal infrastructure analysis, and prior work for the City, staff selected Dudek from the pre-qualified list to prepare the Storm Drain Master Plan. Retaining Dudek under the pre-qualified consultant process is consistent with the City's established procurement procedures for assigning work from the approved consultant pool.

DISCUSSION:

Storm Drain Master Plan

The City does not currently have a comprehensive Storm Drain Master Plan that evaluates storm drain infrastructure condition, system capacity, and long-term capital needs on a citywide basis. While the City maintains storm drain information within its Geographic Information Systems (GIS) system, that inventory is not complete and does not consistently include asset age, size, material, configuration, or verified condition data. In addition, portions of the storm drain system, including older or privately constructed facilities, are not fully mapped or consolidated into a single, reliable inventory. Because most of the system is underground and not readily observable, the City's ability to assess condition, capacity constraints, and potential vulnerabilities is limited by the information currently available.

Development of a Storm Drain Master Plan will build upon the City's existing GIS data and create a comprehensive, consolidated inventory of storm drain assets. The effort will incorporate unmapped or incomplete facilities into the system record, verify pipe size, material, and location information where feasible, and utilize closed-circuit television (CCTV) inspections, which involve inserting a camera into storm drain pipes to record their interior condition and identify cracks, deterioration, blockages, or structural deficiencies. The system will be evaluated at the watershed scale to better understand how stormwater moves through the City and to identify localized capacity limitations and deficiencies under current design storm standards.

The Storm Drain Master Plan will clarify what the existing system can deliver today and where capacity improvements may be needed to meet current drainage design criteria. It will provide a structured, data-informed framework to prioritize maintenance, rehabilitation, and capital improvements based on system condition, risk, and performance.

The Storm Drain Master Plan will also support future budgeting, grant applications, and coordination with Creek and Watershed Management Program implementation and Municipal Separate Storm Sewer System (MS4) compliance efforts. As storm events intensify and become more variable, a complete inventory and a clear understanding of system capacity will improve the City's ability to plan proactively, manage infrastructure risk, and make informed long-term investment decisions.

GOLETA STRATEGIC PLAN:

City-Wide Strategy: 1. Support Environmental Vitality

Strategic Goal: 1.3. Strategic Goal: Adopt best practices in sustainability

FISCAL IMPACTS:

Funding for the proposed agreement will be supported through project and Environmental Services funding sources, including Fund 211, which is comprised of environmental services franchise revenues. Sufficient funds are available within the adopted FY 2025-26 budget to support the professional services associated with this agreement. Funding for the ongoing services in future fiscal years will be programmed to support these efforts.

Table 1 – Estimated Costs and Funding for Agreements

Vendor	Project Component	Estimated Total Costs	Funding Source	Funding Amounts
Dudek	Storm Drain Master Plan	\$344,240	205-90-9085-57070	\$197,000
			211-90-9085-57070	\$122,000
			234-90-9085-57070	\$25,240
Total		\$344,240		\$344,240

ENVIRONMENTAL REVIEW:

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060M (3) and § 15378. This Project meets the above criteria and is not subject to CEQA. No additional environmental review is required.

ALTERNATIVES:

The City Council may elect not to approve the agreement. Doing so would delay development of the Storm Drain Master Plan, limit the City’s ability to assess system condition and capacity needs, and defer identification of future capital improvements. This may result in more emergency repairs and unplanned expenditures.

LEGAL REVIEW BY: Isaac Rosen, City Attorney

APPROVED BY: Robert Nisbet, City Manager

ATTACHMENTS:

1. Storm Drain Master Plan Professional Services Agreement with Dudek

ATTACHMENT 1

Storm Drain Master Plan Professional Services Agreement with Dudek

Project Name: **Storm Drain Master Plan**

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
DUDEK**

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this _____ day of _____, 2026, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **DUDEK**, a California Corporation (herein referred to as "CONSULTANT").

SECTION A. RECITALS

1. The CITY has a need for professional assessment services for the Storm Drain Master Plan; 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 _____, 2026, 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 Services in conjunction with Storm Drain Master Plan shall generally include project and program management services

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

(a) Maximum and Rate. The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$344,240 (herein "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 June 30, 2028, 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.

(b) 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 Luz "Nina" Buelna. 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 June 30, 2028, 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. Jane Gray is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in the performance of this work. This key person 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: Jane Gray
Dudek
621 Chapala Street
Santa Barbara, CA 93101

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

FEMA 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 **Exhibit “C”** 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

Robert Nisbet, City Manager

CONSULTANT

Signed by:
Joe Monaco

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Joe Monaco, President/CEO

ATTEST

Deborah Lopez, City Clerk

Signed by:
Helder Guimaraes

107F17F241F0439...
Helder Guimaraes, Chief Financial Officer

APPROVED AS TO FORM:
ISAAC ROSEN, CITY ATTORNEY

Signed by:
Winnie Cai

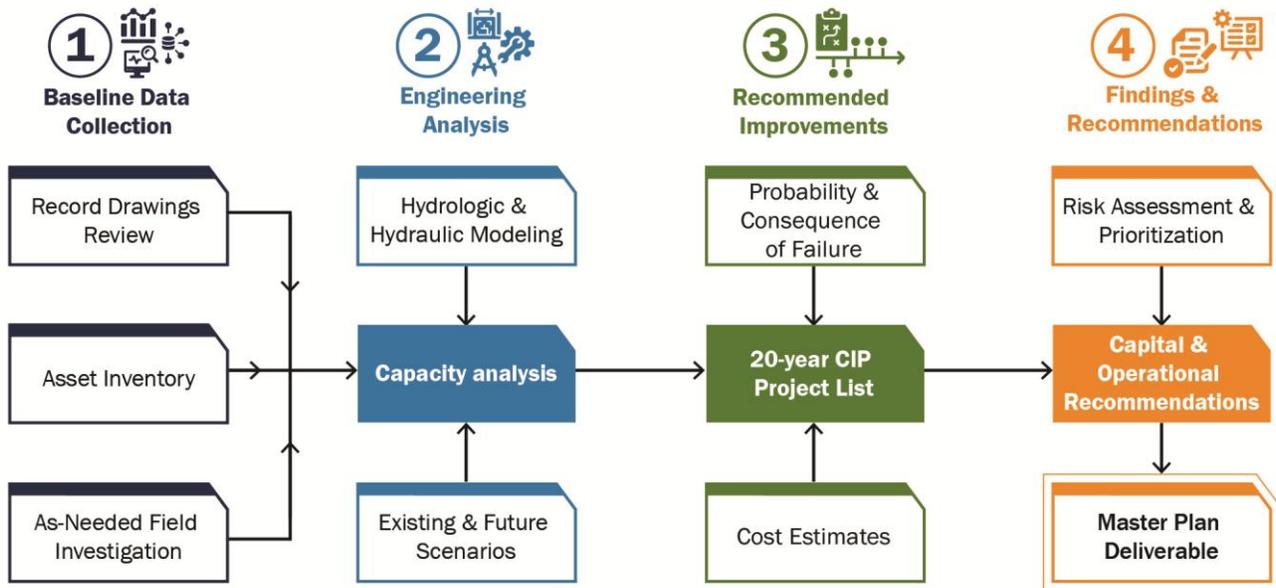
A1BF8F806161408...
Winnie Cai, Assistant City Attorney

EXHIBIT A
SCOPE OF WORK

Storm Drain Master Plan Scope and Approach

The City of Goleta maintains and operates nearly 25-miles of underground storm drains, 4-miles of surfaced drainage channels, and hundreds of inlets, manholes, and outlets associated with the drainage network. In coordination with ongoing planning efforts and to prepare for future capital expenses, Dudek understands the City is requesting a storm drain master plan to inventory, inspect, and analyze existing facilities in order to identify potential improvement needs and prepare funding strategies. **Figure 1** below provides Dudek’s approach to storm drain master planning with a 20-year Capital Improvement Program (CIP) in this example.

Figure 1. Storm Drain Master Plan Approach.



Dudek will prepare a storm drain master plan for the City in two phases. Phase One includes developing the base datasets and model (step 1 and 2 in Figure 1) that will be used in Phase Two to analyze system performance, identify capacity issues, create improvement projects, and develop funding strategies (Steps 3 and 4 in Figure 1 above). As an initial effort, and within the understood budget, Dudek will complete Phase One of the storm drain master plan under this scope. Phase One will include the following tasks and deliverables:

- **Task 1:** Cleanup and validate the City’s existing storm drain GIS datasets in preparation for condition assessment and hydrologic and hydraulic (H&H) modeling.
 - Deliverable: GIS database of the storm drain infrastructure in Esri geodatabase format or other common GIS format as requested by the City.
- **Task 2:** Perform Closed Circuit Television (CCTV) field inspection and condition assessment on a prioritized list of storm drains.
 - Deliverable: Condition Assessment Memorandum including CCTV video files.
- **Task 3:** Develop and calibrate an H&H model for the City’s existing storm drain network.
 - Deliverable: Integrated H&H model ready for capacity and improvement project analysis.

The following provides more detail on the approach and specific steps for each task. Dudek intends for Phase One of the storm drain master plan to culminate with the deliverable of an H&H model that will be the starting point for developing capacity analyses and identifying improvement projects in a written report in Phase Two.

Task 1 - GIS Data Inventory

Developing a baseline understanding of the existing storm drain infrastructure is fundamental to any storm drain master planning effort. Dudek’s approach utilizes a GIS database of the City’s storm drain assets as the primary repository for storm drain information that is used throughout the planning process. The City’s GIS database will be validated and serve as the basis for the hydrologic and hydraulic model as well as for preparing, quantifying, and calculating cost for potential improvement projects.

Under Task 1, Dudek will conduct a comprehensive inventory of the City’s existing storm drain GIS datasets. Dudek will create a database schema for the City’s storm drain GIS datasets that is based on industry standards and offers the most flexibility for future City storm drain management activities. The schema will include the datasets and associated minimum attributes for aboveground and belowground assets presented in **Table 1**. Each feature will also receive a unique identifier using the City’s existing system or other if requested. Developing a trusted GIS dataset of the City’s storm drain network will help prioritize the location of field inspections (Task 2).

Table 1. Storm Drain Data Schema

Facility Type	Attributes	Description/Example
Catch Basins/Inlets	Structure Type	Type of opening and structure visible from the surface, such as curb inlet, drop inlet, or pipe opening
	Opening Dimension	Length of curb opening, dimension of drop inlet opening, or diameter of pipe opening
	Depth	Depth in feet from the surface (i.e., flow line) to the bottom of the structure
	Existing BMP Type	Existing BMPs, such as inlet inserts and other devices used to treat stormwater as it enters the storm drain
Manholes/Cleanouts	Structure Type	Type of structure, such as manhole, transition box, or junction structure
	Depth	Depth in feet from the surface (i.e., flow line) to the bottom of the structure
Pipes/Box Culverts	Shape/Type	Circular pipe, arch, box culvert, and number of parallel facilities (e.g., double box culvert)
	Diameter/Dimensions	Diameter in inches for circular features, or length and width in inches for non-circular
	Material	Inside facility material, such as concrete, plastic, and corrugated metal
	Upstream Invert Elevation	Upstream elevation of the facility invert based on the NAVD88 Datum
	Downstream Invert Elevation	Downstream elevation of the facility invert based on the NAVD88 Datum
	Length	Length from junction to junction in feet
	Slope	Average slope along the facility in feet/feet

Table 1. Storm Drain Data Schema

Facility Type	Attributes	Description/Example
	Owner/Maintenance Responsibility	Entity responsible for maintenance, including replacement if needed
	Installation Date	Date the facility was installed or lined, if applicable
	Source Reference	As-built reference document name/number or other reference to the presented feature information
Outfalls	Structure Type	Type of physical structure at the point of discharge, such as a headwall or extruding pipe
	Receiving Water Name	Name of receiving water where the outfall discharges
Surface Drainage	Facility Type	Improved and unimproved ditches, swales, channels, or creeks
	Substrate	Concrete lined, rip rap, graded earth, or natural
	Top Width	Width at the top of the facility that corresponds with the top of bank
	Bottom Width	Width at the bottom of the facility (could be zero for V-ditches)
	Depth	Depth from the top to bottom
	Length	Length of the facility between junctions, such as culverts, inlets, or other clear delineators
	Slope	Average slope along the facility in feet/feet
	Owner/Maintenance Responsibility	Entity responsible for maintenance, including replacement if needed
	Installation Date	Date the facility was installed or constructed (may be left blank for natural channels)
Source Reference	As-built reference document name/number or other reference to the presented feature information	

After the standard GIS datasets have been formatted Dudek will perform a desktop analysis of the existing GIS information to check and fix network connectivity (e.g., snap inlets to pipes), import and cleanup existing attribute information from the GIS, and identify where there are gaps in the data. The desktop analysis includes evaluating each storm drain system from outfall to inlet against available aerial imagery to verify or move features into the correct location. Where there are gaps in the attribute data, Dudek will coordinate with the City to identify and review record drawings for the missing information or use engineering judgement to extrapolate between known data points when drawings are not available.

Deliverable: GIS database of the storm drain infrastructure in Esri geodatabase format or other common GIS format as requested by the City.

Task 2 - CCTV Field Inspection and Condition Assessment

In preparation for long range capital improvement program (CIP) planning, Dudek understands there needs to be a storm drain condition assessment of the City’s assets to prioritize maintenance, repair, or replacement of critical

infrastructure. The condition assessment will focus on using closed circuit television (CCTV) semi-robotic technology to visually inspect underground assets and assess condition using the industry standard National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP) rating system. Each pipe segment included in the condition assessment will receive a condition rating based on various structural and maintenance defects that will be used to develop a list of potential projects for the City's CIP.

CCTV Inspection: Under task 2, Dudek will use a subconsultant who specializes in CCTV inspection of underground utilities to perform the field inspection and collect condition assessment details related to structural and maintenance deficiencies. Dudek will use the City's preferred CCTV inspection consultant or provide a recommendation for a consultant that we have worked with before. The CCTV subconsultant will be responsible for all field activities involved with CCTV inspection in the public right-of-way including coordination with the City for traffic control as-needed. The CCTV subconsultant will perform the inspection and provide a standard PACP database output that will be used to inform rehabilitation recommendations based on observed deficiencies.



Dudek field survey crews inspecting a stormwater channel in the City of Temecula

CCTV inspection will be prioritized for the most critical City assets and fit within the allotted budget. For these reasons, Dudek will provide a list of locations to perform inspections that fit within the budget, prioritizes larger diameter pipes and pipes near critical infrastructure, and factor in locations where the City has previously experienced flooding or has known defects.

Condition Assessment: Dudek will evaluate the CCTV condition assessment ratings, videos, and reports as-needed to calibrate findings and produce rehabilitation recommendations for the City to consider as part of future capital improvement planning. Based on experience, it is anticipated that recommendations will range from minor to heavy maintenance, excavation point repairs, cure-in-place pipe (CIPP) lining, or full pipe replacement (manhole to manhole). A Condition Assessment Memorandum will include a description of the condition assessment methods used, evaluation process for selecting rehabilitation options, and maps and lists identifying the locations throughout the City where projects are recommended.

Deliverable: One (1) draft and one (1) final Condition Assessment Memorandum with associated CCTV inspection videos and other files.

Task 3 – Hydrologic and Hydraulic (H&H) Model

At the core of a storm drain master plan is the ability to accurately predict how much stormwater will runoff the surface and how much needs to be conveyed underground to prevent damage from flooding. This is best achieved by developing an integrated H&H model that ties together surface runoff and underground hydraulics to help make informed decisions on existing system capacity and propose improvement projects.

Dudek will prepare an H&H model for the City's storm drain and drainage area network using CHI's PCSWMM software which is based on the EPA's SWMM computation engine. This software is designed to quickly and efficiently integrate external GIS data into the model environment, simulate storm event scenarios, and produce quantitative outputs that drive planning and design. The following tasks will be completed to develop the model.

Hydrologic Modeling: This component of the model calculates the amount and timing of surface runoff within each defined watershed area. For the City's model, Dudek will delineate a subwatershed for each inlet that feeds into the underground storm drains, as well as at critical junctions in the aboveground drainage network. Dudek will utilize the City's latest topographic data, aerial photography, Google Street view, and experience with grading to delineate subwatershed boundaries in GIS.

A peak runoff flowrate and hydrograph will be calculated for each subwatershed based on characteristics of the surface area. The amount of pervious and impervious area, soil type, and slope are the primary characteristics used to determine how much rainwater infiltrates into the ground or becomes surface runoff. Dudek will develop these parameters for each subwatershed as part of the hydrologic analysis.

Hydrologic parameters for different storm events will also be prepared as part of this task. Using available rain gauge data, drainage design manuals, and local rainfall patterns, Dudek will develop a series of storm event rainfall distribution graphs that represent defined storm events (e.g. 10-year, 24-hour storm). These events will be used to estimate the conveyance capacity of each storm drain as well as the conveyance capacity needed for infrastructure to meet minimum design standards.

Hydraulic Modeling: Stormwater runoff that is generated in each subwatershed area as part of the hydrologic analysis is routed into the storm drain network. Water within the storm drain network is routed towards a downstream outlet and influenced by factors along the way including conveyance size, shape, material, slope, and amount of water that is trying to flow through at the same time. Combined, these factors help identify where there may be storm drains that have insufficient capacity to convey a specific event like a 10-year, 24-hour storm.

Accuracy of the model and return on investment in the time it takes to model decrease with the size of the subwatershed area. For these reasons, it is recommended and assumed by Dudek that the hydraulic model will focus on subwatersheds for inlets attached to pipes 18" and larger. The surface runoff that goes to storm drains less than 18" will still be included in the model by being routed into the next downstream 18" or larger system.

The hydraulic model will focus on 1-dimensional conveyance capacity for each segment of pipe or open channel. A 1-dimension model is also used to identify where ponding of water occurs at the inlet due to insufficient inlet capacity or surcharge of the downstream pipe. In up to three (3) locations where the City has known issues with flooding or has other concerns with drainage, Dudek will prepare 2-dimensional models that will be able to not only predict the conveyance capacity of the storm drains and where ponding occurs but also quantify the depth and extent of surface flooding based on surrounding topography. 2-dimensional modeling is a useful tool for finding surface flooding issues, however it requires significantly more effort than 1-dimensional modeling to develop and does not necessarily increase accuracy of the modeled conveyance capacity. 2-dimension modeling is also not necessary for hilly areas since the water will be moving off the surface and not easily pond like it does in flat areas. For these reasons, Dudek recommends 2-dimensional modeling only for certain areas where surface runoff details are critical for ongoing or future infrastructure planning and design.

Deliverable: Dudek will provide a fully connected H&H model of the City storm drain network in PCSWMM and EPA SWMM format. The model will include a unique ID for each storm drain asset that links to the base GIS data created as part of Task 1.

Schedule

The following schedule is for Phase One activities with an assumed Notice to Proceed (NTP) in March 2026.

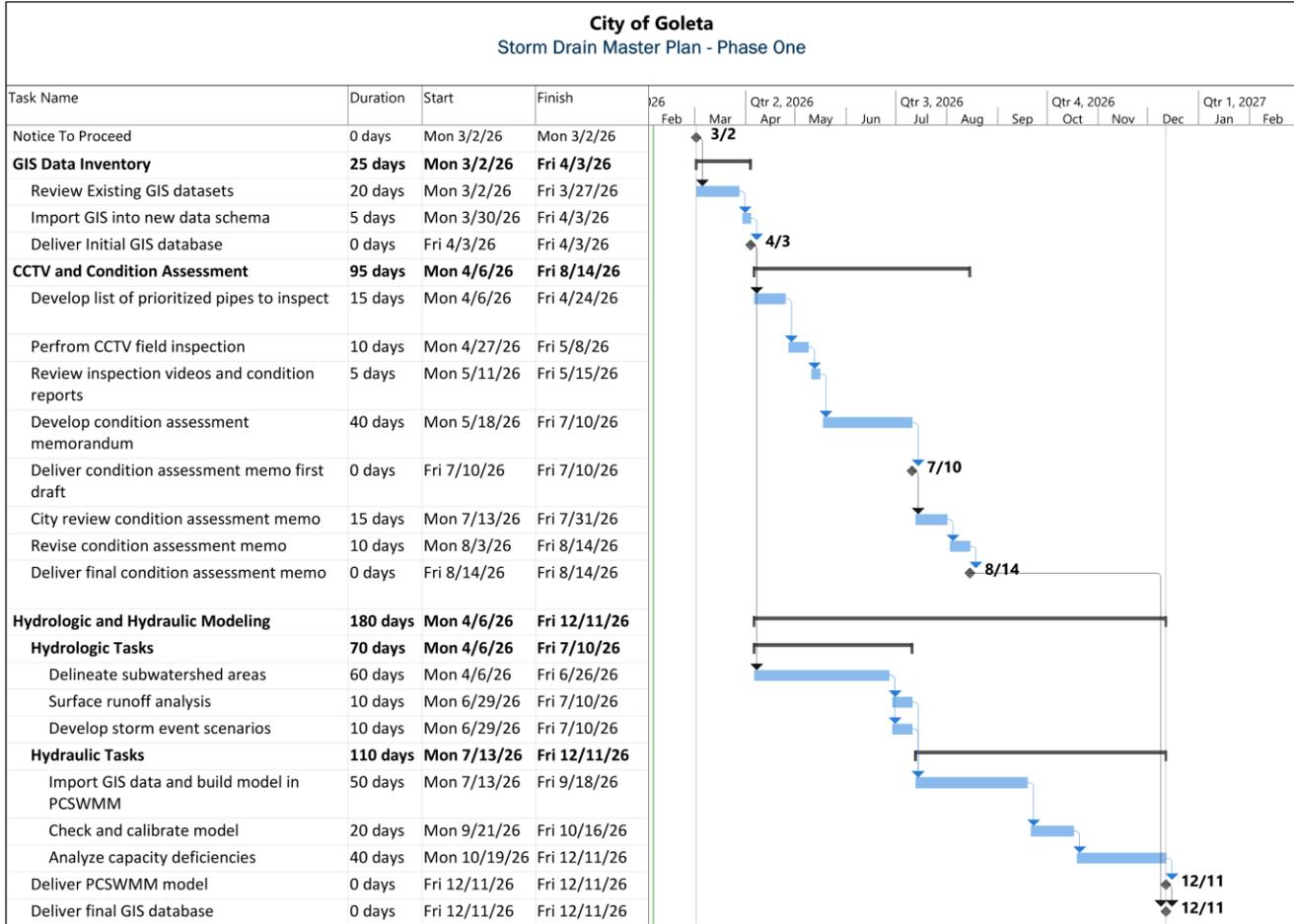


EXHIBIT B

SCHEDULE OF FEES

Engineering Services

Project Director.....	\$350.00/hr
Principal Engineer III.....	\$330.00/hr
Principal Engineer II.....	\$310.00/hr
Principal Engineer I.....	\$300.00/hr
Program Manager.....	\$285.00/hr
Senior Project Manager.....	\$285.00/hr
Project Manager.....	\$275.00/hr
Senior Engineer III.....	\$270.00/hr
Senior Engineer II.....	\$260.00/hr
Senior Engineer I.....	\$250.00/hr
Project Engineer IV/Technician IV.....	\$240.00/hr
Project Engineer III/Technician III.....	\$230.00/hr
Project Engineer II/Technician II.....	\$215.00/hr
Project Engineer I/Technician I.....	\$200.00/hr
3D Production Manager.....	\$225.00/hr
Senior Designer II.....	\$220.00/hr
Senior Designer I.....	\$210.00/hr
Designer.....	\$195.00/hr
Assistant Designer.....	\$190.00/hr
CADD Operator III.....	\$210.00/hr
CADD Operator II.....	\$205.00/hr
CADD Operator I.....	\$165.00/hr
CADD Drafter.....	\$185.00/hr
CADD Technician.....	\$135.00/hr
Project Coordinator II.....	\$165.00/hr
Project Coordinator I.....	\$135.00/hr
Engineering Assistant.....	\$130.00/hr

Environmental Services

Senior Project Director.....	\$375.00/hr
Project Director.....	\$350.00/hr
Senior Specialist V.....	\$290.00/hr
Senior Specialist IV.....	\$275.00/hr
Senior Specialist III.....	\$260.00/hr
Senior Specialist II.....	\$245.00/hr
Senior Specialist I.....	\$230.00/hr
Specialist V.....	\$220.00/hr
Specialist IV.....	\$205.00/hr
Specialist III.....	\$195.00/hr
Specialist II.....	\$185.00/hr
Specialist I.....	\$175.00/hr
Analyst V.....	\$165.00/hr
Analyst IV.....	\$155.00/hr
Analyst III.....	\$145.00/hr
Analyst II.....	\$135.00/hr
Analyst I.....	\$115.00/hr
Technician IV.....	\$105.00/hr
Technician III.....	\$95.00/hr
Technician II.....	\$85.00/hr
Technician I.....	\$75.00/hr
Project Coordinator II.....	\$165.00/hr
Project Coordinator I.....	\$135.00/hr

Mapping and Surveying Services

UAS Pilot.....	\$180.00/hr
Survey Lead.....	\$310.00/hr
Survey Manager.....	\$270.00/hr
Survey Crew Chief.....	\$205.00/hr
Survey Rod Person.....	\$155.00/hr
Survey Mapping Technician.....	\$145.00/hr

Construction Management Services

Principal Manager.....	\$225.00/hr
Senior Construction Manager.....	\$195.00/hr
Senior Project Manager.....	\$190.00/hr
Construction Manager.....	\$190.00/hr
Project Manager/Construction Management.....	\$180.00/hr
Resident Engineer.....	\$175.00/hr
Construction Engineer.....	\$180.00/hr
On-site Owner's Representative.....	\$165.00/hr
Prevailing Wage Inspector.....	\$165.00/hr
Construction Inspector.....	\$155.00/hr
Administrator/Labor Compliance.....	\$130.00/hr

Hydrogeology/HazWaste Services

Project Director.....	\$350.00/hr
Principal Hydrogeologist/Engineer III.....	\$330.00/hr
Principal Hydrogeologist/Engineer II.....	\$320.00/hr
Principal Hydrogeologist/Engineer I.....	\$310.00/hr
Senior Hydrogeologist V/Engineer V.....	\$285.00/hr
Senior Hydrogeologist IV/Engineer IV.....	\$275.00/hr
Senior Hydrogeologist III/Engineer III.....	\$265.00/hr
Senior Hydrogeologist II/Engineer II.....	\$255.00/hr
Senior Hydrogeologist I/Engineer I.....	\$245.00/hr
Project Hydrogeologist V/Engineer V.....	\$235.00/hr
Project Hydrogeologist IV/Engineer IV.....	\$225.00/hr
Project Hydrogeologist III/Engineer III.....	\$215.00/hr
Project Hydrogeologist II/Engineer II.....	\$205.00/hr
Project Hydrogeologist I/Engineer I.....	\$195.00/hr
Hydrogeologist/Engineering Assistant.....	\$150.00/hr
HazMat Field Technician.....	\$140.00/hr

District Management & Operations

District General Manager.....	\$225.00/hr
District Engineer.....	\$230.00/hr
Operations Manager.....	\$170.00/hr
District Secretary/Accountant.....	\$155.00/hr
Collections System Manager.....	\$155.00/hr
Grade V Operator.....	\$145.00/hr
Grade IV Operator.....	\$130.00/hr
Grade III Operator.....	\$120.00/hr
Grade II Operator.....	\$100.00/hr
Grade I Operator.....	\$95.00/hr
Operator in Training.....	\$85.00/hr
Collection Maintenance Worker.....	\$90.00/hr

Project Delivery Services

Technology Specialist II.....	\$245.00/hr
Technology Specialist I.....	\$190.00/hr
GIS Analyst V.....	\$220.00/hr
GIS Analyst IV.....	\$200.00/hr
GIS Analyst III.....	\$185.00/hr
GIS Analyst II.....	\$145.00/hr
GIS Analyst I.....	\$130.00/hr
Creative Services IV.....	\$190.00/hr
Creative Services III.....	\$165.00/hr
Creative Services II.....	\$150.00/hr
Creative Services I.....	\$135.00/hr
Technical Editor IV.....	\$190.00/hr
Technical Editor III.....	\$165.00/hr
Technical Editor II.....	\$155.00/hr
Technical Editor I.....	\$135.00/hr
Publications Specialist IV.....	\$140.00/hr
Publications Specialist III.....	\$130.00/hr
Publications Specialist II.....	\$120.00/hr
Publications Specialist I.....	\$110.00/hr
Clerical Administration.....	\$100.00/hr

Expert Witness - Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.
 Emergency and Holidays - Minimum charge of two hours will be billed at 1.75 times the normal rate.
 Material and Outside Services - Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.
 Travel Expenses - Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost.
 Invoices - All fees will be billed to Client monthly and shall be due and payable upon receipt.
 Annual Increases - Unless identified otherwise, these standard rates will increase in line with the CPI-U for the nearest urban area per the Department of Labor Statistics to where the work is being completed) or by 3% annually, whichever is higher.
 Prevailing Wage - The rates listed above assume prevailing wage rates do not apply. If this assumption is incorrect Dudek reserves the right to adjust its rates accordingly.

EXHIBIT C

FEDERAL CONTRACT PROVISIONS

During the performance of this contract, Dudek (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. **CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS (2 C.F.R. § 200.321)**

A. Consultant shall be subject to 2 C.F.R. § 200.321 and will take affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.

B. Affirmative steps shall include:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- v. Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

Consultant shall submit evidence of compliance with the foregoing affirmative steps when requested by the Agency.

Notwithstanding the foregoing, the affirmative steps requirements detailed above do not apply in the case of a noncompetitive procurement made under the emergency exception/exigency exception to competitive procurements.

2. COST PRINCIPLES (2 C.F.R. PART 200, SUBPART E)

- A. If any indirect costs will be charged to the Agency under this contract, such costs must conform to the cost principles set forth under the Uniform Rules at 2 C.F.R. Part 200, subpart E (“Cost Principles”). In general, costs must (i) be necessary and reasonable; (ii) allocable to the grant award; (iii) conform to any limitations or exclusions set forth in the Cost Principles; (iv) be adequately documented; and (v) be determined in accordance with generally accepted accounting principles (“GAAP”), except, for state and local governments and Indian tribes only, as otherwise provided for in 2 C.F.R. Part 200, subpart E. 2 C.F.R. § 200.403. Costs that are determined unallowable pursuant to a federal audit are subject to repayment by Consultant.

3. ACCESS TO RECORDS & RECORD RETENTION (2 C.F.R. 200.336)

- A. Consultant shall comply with 2 C.F.R. § 200.336 and provide the Federal Agency, Inspectors General, the Comptroller General of the United States, Agency, and the State of California or any of their authorized representatives access, during normal business hours, to documents, papers, books and records which are directly pertinent to this contract for the purposes of making and responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Consultant personnel for the purpose of interview and discussion related to the books and records.
- B. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Consultant agrees to provide the Federal Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

4. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.326)

A. Appendix II to Part 200 (A); Appendix II to Part 200 (B): Remedies for Breach; Termination for Cause/Convenience. If the contract is in excess of \$10,000 and the contract does not include provisions for both termination for cause and termination for convenience by the Agency, including the manner by which it will be effected and the basis for settlement, then the following termination clauses shall apply. If the contract is for more than the simplified acquisition threshold (see 2 C.F.R. § 200.88) at the time the contract is executed and does not provide for administrative, contractual, or legal remedies in instances where Contractor violates or breaches the terms of the contract, then the following termination clauses shall apply and have precedence over the contract. Otherwise, the following termination clauses shall not be applicable to the contract.

i. Termination for Convenience. The Agency may, by written notice to Consultant, terminate this contract for convenience, in whole or in part, at any time by giving written notice to Consultant of such termination, and specifying the effective date thereof (“Notice of Termination for Convenience”). If the termination is for the convenience of the Agency, the Agency shall compensate Provider for work or materials fully and adequately provided through the effective date of termination. No amount shall be paid for unperformed work or materials not provided, including anticipated profit. Consultant shall provide documentation deemed adequate by the Agency to show the work actually completed or materials provided by Consultant prior to the effective date of termination. This contract shall terminate on the effective date of the Notice of Termination.

ii. Termination for Cause. If Consultant fails to perform pursuant to the terms of this contract, the Agency shall provide written notice to Consultant specifying the default (“Notice of Default”). If Consultant does not cure such default within ten (10) calendar days of receipt of Notice of Default, the Agency may terminate this contract for cause. If Consultant fails to cure a default as set forth above, the Agency may, by written notice to Consultant, terminate this

contract for cause, in whole or in part, and specifying the effective date thereof (“Notice of Termination for Cause”). If the termination is for cause, Consultant shall be compensated for that portion of the work or materials provided which has been fully and adequately completed and accepted by the Agency as of the date the Agency provides the Notice of Termination. In such case, the Agency shall have the right to take whatever steps it deems necessary to complete the project and correct Consultant’s deficiencies and charge the cost thereof to Consultant, who shall be liable for the full cost of the Agency’s corrective action, including reasonable overhead, profit and attorneys’ fees.

- iii. Reimbursement; Damages. The Agency shall be entitled to reimbursement for any compensation paid in excess of work rendered or materials provided and shall be entitled to withhold compensation for defective work or other damages caused by Consultant performance of the work.

- iv. Additional Termination Provisions. Upon receipt of a Notice of Termination, either for cause or for convenience, Consultant shall promptly discontinue the work unless the Notice directs to the contrary. Consultant shall deliver to the Agency and transfer title (if necessary) to all provided materials and completed work, and work in progress including drafts, documents, plans, forms, maps, products, graphics, computer programs and reports. The rights and remedies of the parties provided in this Section are in addition to any other rights and remedies provided by law or under this contract. Consultant acknowledges the Agency’s right to terminate this contract with or without cause as provided in this Section, and hereby waives any and all claims for damages that might arise from the Agency’s termination of this contract. The Agency shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed work or materials not provided and shall not be entitled to damages or compensation for termination of work or supply of materials. If Agency terminates this contract for cause, and it is later determined that the termination for cause was wrongful, the termination

shall automatically be converted to and treated as a termination for convenience. In such event, Consultant shall be entitled to receive only the amounts payable under this Section, and Consultant specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits. The rights and remedies of the Agency provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this contract including, but not limited to, the right to specific performance.

B. Appendix II to Part 200 (C) – Equal Employment Opportunity: Except as otherwise provided under 41 C.F.R. Part 60, Consultant shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 C.F.R. Chapter 60:

- i. Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause.
- ii. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.
- iii. Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has

inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Consultant's legal duty to furnish information.

- iv. 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 agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. Consultant will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No.11246 of Sept. 24, 1965, and such other

sanctions may be imposed and remedies invoked as provided in Executive Order No.11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- viii. Consultant will include the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or Consultant. Consultant will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or Consultant as a result of such direction, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

C. Appendix II to Part 200 (D) – Davis-Bacon Act; Copeland Act: Not applicable to this contract.

D. Appendix II to Part 200 (E) – Contract Work Hours and Safety Standards Act:

- i. If this contract is in excess of \$100,000 and involves the employment of mechanics or laborers, Consultant shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles

ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- ii. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- iii. In the event of any violation of the clause set forth in paragraph (ii) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (ii) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (ii) of this section.
- iv. The Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (iii) of this section.

- v. The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (ii) through (v) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (ii) through (v) of this Section.

E. Appendix II to Part 200 (F) – Rights to Inventions Made Under a Contract or Agreement:

- i. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Agency.
- ii. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
- iii. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of “funding agreement.”

F. Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this contract is in excess of \$150,000, Consultant shall comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

- i. Pursuant to the Clean Air Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Consultant agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding \$150,000.
- ii. Pursuant to the Federal Water Pollution Control Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Consultant agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding \$150,000.

G. Appendix II to Part 200 (H) – Debarment and Suspension: A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - ii. Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - iii. This certification is a material representation of fact relied upon by Agency. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - iv. Consultant warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Consultant also agrees to verify that all subcontractors performing work under this contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Consultant further agrees to notify the Agency in writing immediately if Consultant or its subcontractors are not in compliance during the term of this contract.
- H. Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act: If this contract is in excess of \$100,000, Consultant shall have submitted and filed the required certification pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1353). If at any time during the contract term funding exceeds \$100,000.00, Consultant shall file with the Agency the Federal Standard Form LLL titled “Disclosure Form to Report Lobbying.” Consultants that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an

employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

I. Appendix II to Part 200 (J) – Procurement of Recovered Materials:

- i. Consultant shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.
- ii. In the performance of this contract, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or at a reasonable price.
- iii. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

5. MISCELLANEOUS PROVISIONS

- A. The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

- B. This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- C. Consultant acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.
- D. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the Agency, Consultant, any subcontractors or any other party pertaining to any matter resulting from the contract.
- E. General and Administrative Expenses And Profit For Time And Materials Contracts/Amendments.
 - i. General and administrative expenses shall be negotiated and must conform to the Cost Principles.
 - ii. Profit shall be negotiated as a separate element of the cost. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the Consultant, the Consultant's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
 - iii. Any agreement, amendment or change order for work performed on a time and materials basis shall include a ceiling price that Consultant exceeds at its own risk.