

**CITY OF SANTA ANA
CONSTRUCTION CONTRACT**

PROJECT 22-1802 & 23-1385

NEWHOPE LIBRARY MODERNIZATION & DELHI LIBRARY BRANCH IMPROVMENTS

This CONSTRUCTION CONTRACT is made and entered into this 17th day of September, 2024 by and between the City of Santa Ana, California, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (hereinafter “CITY”), and PCN3, Inc. (hereinafter “CONTRACTOR”).

WITNESSETH:

The CITY and the CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

1. CONTRACTOR agrees to perform all the work and furnish all the materials at its own cost and expense necessary to construct and complete in a good and workmanlike manner and to the satisfaction of the City Engineer of the CITY, the Newhope Library Modernization and Delhi Library Branch Improvements Project (hereinafter referred to as the “WORK OF IMPROVEMENT”) identified in and in accordance with the Contract Documents prepared by the City’s Public Works Agency and approved by the City Council.
2. The complete Construction Contract consists of the “Contract Documents” as defined by the Standard Specifications for Public Works Construction and which include the following:
 - Notice Inviting Bids
 - Information to Bidders
 - Bid Proposal
 - Bid Bond
 - Contract Form
 - Contract Bonds
 - General Provisions
 - Special Provisions
 - Technical Provisions and Project Plans
 - Community Workforce Agreement
 - Appendices

In case of conflict between the Contract Documents, the precedence of documents shall be as established in the Standard Specifications for Public Works Construction.

3. CITY agrees to pay and CONTRACTOR agrees to accept in full payment to complete the WORK OF IMPROVEMENT the sum total amount not to exceed Eight Million Two Hundred Fifteen Thousand Five Hundred Thirty Three Dollars and No Cents (\$8,215,533.00), as set forth and identified in the BID PROPOSAL, which is attached hereto and incorporated herein as Exhibit “A,” and in accordance with Section 2-7.1 of the Greenbook: Standard Specifications for Public Works Construction.

The BID PROPOSAL contains a schedule of unit price(s) or lump sum(s) based on approximate quantities only, and the City does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or advisable.

4. CONTRACTOR agrees to complete the WORK OF IMPROVEMENT within the time specified in the Time for Completion of Improvements section of the BID PROPOSAL (Exhibit "A") including commencing construction within the timeframe therein specified after issuance of a Notice to Proceed.
5. The CONTRACTOR will pay, and will require all subcontractors to pay, all employees on the WORK OF IMPROVEMENT a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations for this work in accordance with applicable State and Federal law.
6. If applicable, the CONTRACTOR shall adhere to the CITY'S Community Workforce Agreement (CWA), a pre-hire collective bargaining agreement, which establishes the labor relations policies and procedures for CONTRACTOR to follow in the crafts persons employed to complete the WORK OF IMPROVEMENT as more fully described in the CWA. The CWA may be found on the City's website at: <http://www.santa-ana.org/pwa/documents/CWA.pdf>
7. CONTRACTOR shall, after award of this Contract, furnish two bonds to be approved by the CITY, one in the amount of One Hundred Percent (100%) of the Contract price, to guarantee the faithful performance of the work (Performance Bond), and one in the amount of One Hundred Percent (100%) of the Contract price to guarantee payment of all claims for labor and materials furnished (Payment Bond). This Contract shall not become effective until such bonds are supplied to and approved by the CITY.
8. CONTRACTOR shall, prior to the release of the performance and payment bonds or the retention payment, furnish a warranty performance and payment bond (Warranty Bond). Said Warranty Bond shall also be required as a condition of project acceptance. For projects up to Five Hundred Thousand Dollars (\$500,000), the Warranty Bond amount shall be the greater of Ten Thousand Dollars (\$10,000) or Twenty Percent (20%) of the final contract price. For projects above Five Hundred Thousand Dollars (\$500,000), the Warranty Bond amount shall be the greater of One Hundred Thousand Dollars (\$100,000) or Ten Percent (10%) of the final contract price.
9. CONTRACTOR shall, after award of this Contract, furnish Certificates of Liability Insurance and Worker's Compensation Insurance as outlined in the General Provisions, to be approved by the CITY.
10. INDEMNIFICATION.
To the fullest extent allowed by law, CONTRACTOR and its Subcontractors hereby agree to defend, indemnify, and hold harmless CITY, its City Council, boards and commissions, officers, agents, employees, representatives and volunteers (hereinafter collectively referred to as "Indemnitees"), through legal counsel acceptable to CITY, from and against any liability, claims, actions, costs, damages or losses, including reasonable costs and attorney's fees, for injury, including death to any person or damage to any property, arising directly or indirectly from, or in any manner relating to, any of the following:

- (i) Performance or nonperformance of the Work of Improvement by CONTRACTOR or its Subcontractors of any lower tier;
- (ii) Performance or nonperformance by CONTRACTOR or its Subcontractors of any lower tier, of any of the obligations under the Contract Documents;
- (iii) The construction activities of CONTRACTOR or its Subcontractors of any lower tier, either on the project site or on other properties;
- (iv) The payment or nonpayment by CONTRACTOR of any of its Subcontractors of any lower tier, for Work of Improvement performed on or off the project site; and
- (v) Any personal injury, property damage or economic loss to third persons related to and arising from the performance or nonperformance by CONTRACTOR or its Subcontractors of any lower tier, of the Work of Improvement.
- (vi) The indemnity obligations of Subcontractors provided by this Section shall be included in all subcontract documents issued by CONTRACTOR.

Nothing in the Contract Documents shall be construed to give rise to any implied right of indemnity in favor of CONTRACTOR against CITY or any other Indemnatee.

11. FEDERAL FUNDING REQUIREMENTS.

Contractor shall comply, and ensure all subcontractors comply, with all applicable regulations, policies, guidelines and requirements of the Community Development Block Grant (CDBG) program set forth by U.S. Department of Housing and Urban Development for sub-recipients including, without limitation, the funding requirements laid out in Appendix P of the Contract Documents. Contractor's attention is specifically directed to the following, which are each incorporated herein by this reference:

- (i) 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).
- (ii) Program Income – 24 CFR Part 570.500(a)(1)
- (iii) Unused Program Income – 24 CFR Part 570.503(b)(3)
- (iv) Transfers of Program Income – 24 CFR Part 570.504(b)(2)
- (v) Disposition of Program Income – 24 CFR Part 570.504(c)
- (vi) Applicability of Uniform Administrative Requirements – 24 CFR § 570.502
- (vii) Subpart K of the CDBG Regulations, commencing with 24 CFR § 570.600
- (viii) Section 3 Requirements specified herein.
- (ix) Federal Contract Provisions specified herein.

With respect to any conflict between such federal requirements and the terms of the Contract Documents and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control. Contractor shall be subject to the Davis-Bacon Act. The federal minimum wage rates are attached hereto as Appendix O of the Contract Documents. When the Davis-Bacon wage rates and California prevailing wage rates differ for similar kinds of labor, the Contractor shall pay not less than the higher rate.

Contractor shall additionally comply with the applicable flow down terms and conditions of the CDBG Funding Agreement, which are attached hereto as Exhibit "B", and incorporated herein by reference.

Nothing in the Contract Documents shall be construed to give rise to any implied right of indemnity in favor of CONTRACTOR against CITY or any other Indemnatee.

IN WITNESS WHEREOF, the parties hereto have executed this Construction Contract on the day and year first above written.

ATTEST:

CITY OF SANTA ANA

JENNIFER L. HALL
City Clerk

ALVARO NUÑEZ
City Manager

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

CONTRACTOR:
PCN3, Inc.

By:



JONATHAN T. MARTINEZ
Assistant City Attorney



NAME: Brian Abghari
TITLE: President

RECOMMENDED FOR APPROVAL:

Nabil Saba

Digitally signed by Nabil
Saba
Date: 2024.08.29 14:25:39
-07'00'

NABIL SABA, PE
Executive Director
Public Works Agency

EXHIBIT A

EXHIBIT A

CITY OF SANTA ANA PROPOSAL

PROJECT NOS. 22-1802 AND 22-1382
NEWHOPE LIBRARY MODERNIZATION AND DELHI LIBRARY BRANCH
IMPROVEMENTS

BID PROPOSAL

TO: CITY COUNCIL OF THE CITY OF SANTA ANA

FROM: PCN3, INC

REQUIREMENT:

The undersigned bidder declares that they have carefully examined the location of the proposed work, that they have examined the Contract Documents in its entirety and hereby proposes to furnish all material and do all the work required to complete the said work in accordance with said plans (if any) and the specifications for the unit price(s) or lump sum(s) set forth in the following schedule:

Item	Description	Qty	Unit	Unit Price	Amount
1	Newhope Library Modernization	1	LS	\$ 5,000,000	\$ 5,000,000.00
2	Delhi Center Library Renovations	1	LS	\$ 3,120,000	\$ 3,120,000.00
3	Owner Allowance	1	LS	\$50,000	\$50,000
4	Construction Permits	1	LS	\$20,533	\$20,533

TOTAL BASE BID	\$ 8,190,533.00
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Item	Description	Qty	Unit	Unit Price	Amount
Bid Alternate	Painting Exterior of Delhi Center	1	LS	\$ 25000	\$ 25000

The lowest responsible bidder shall be selected based on the total base bid. The City reserves the right to award the Base Bid, and any, all, or none of the add-alternate bid items (if any).

- * The quantity for this bid item is shown for bid comparison only. This bid item shall not be subject to the "25%" limit as stated in Section 7-3.5 of the Standard Specifications. The actual

CITY OF SANTA ANA Addendum No 2
PROPOSAL Project No. 22-182 & 22-1382
PROJECT NOS. 22-1802 AND 22-1382
NEWHOPE LIBRARY MODERNIZATION AND DELHI LIBRARY BRANCH
IMPROVEMENTS

amount for this item will be dictated by the actual quantity used, and the Agency reserves the right to increase or decrease the quantity of this item accordingly.

† This bid item is considered a Specialty Item per Section 3-2 of the Standard Specifications.

TIME FOR COMPLETION OF IMPROVEMENTS AND LIQUIDATED DAMAGES

The undersigned bidder hereby proposes to complete the Work for the total base bid & bid alternates amount shown above, within the working days and the milestone listed. This project will consist of two projects (Newhope Library Modernization & Delhi Library Branch Improvements) that will be running concurrently.

The contractor will have **130 working days** to complete the improvements at Delhi Library Annex and **150 working days** to complete the renovations of Newhope Library. In total, the contractor will have **280 working days** to complete all construction based on the following phasing requirements:

1. The contractor will have a 30 working days administrative period.
2. Delhi Construction will be started first after the NTP.
3. After receiving a certificate of occupancy, the contractor will have 5 working days for punch list corrections. At the end of the 5 working days, the City will begin moving into the space. Punch list corrections may continue beyond City move-in, if necessary.
4. City move-in and staffing will occur for 15 working days.
5. After the City completes move-in to Delhi, the City will move out of Newhope Library (20 working days).
6. Contractor shall relocate/establish office trailers and other temporary facilities at the Newhope Library during the move out duration.
7. Construction on Newhope shall start as soon as move-out is completed.

Upon issuance of the Notice to Proceed, Contractor shall immediately place order for long-lead time items.

The liquidated damages amount, in lieu of the amount specified in Subsection 6-9 of the Standard Specifications, shall be \$1,500 per calendar day for the Delhi Library and \$2,500 per calendar day for the Newhope library.

Name of Firm PCN3, INC

Signature of BIDDER  Brian Abghari

Title President, Secretary, Treasurer and Manager

(If an individual, so state. If a firm or co-partnership, state the firm name and give the names of all individual co-partners composing the firm. If a corporation, state legal name of corporation, and names of President, Secretary, Treasurer and Manager, thereof.)

CITY OF SANTA ANA
PROPOSAL
PROJECT NOS. 22-1802 AND 22-1382
NEWHOPE LIBRARY MODERNIZATION AND DELHI LIBRARY BRANCH
IMPROVEMENTS

BIDDER'S STATEMENT

BIDDER understands and agrees that this Bid Proposal, Contract Documents and subsequent Construction Contract Agreement shall constitute the entire agreement between BIDDER and the AGENCY only after it has been accepted by the City Council, endorsed by the Clerk of the Council with her signature and official seal noting hereon the action of approval of the Council, signed by the Public Works Agency Executive Director or his/her duly authorized agent, and signed by the City Attorney, denoting his approval of the form of this document, and its execution, and when it or an exact copy of it has been either delivered to BIDDER or deposited with the United States Postal Service properly addressed to the BIDDER with the correct postage affixed thereto.

BIDDER further agrees that upon delivery (as defined above) of the accepted agreement he/she will furnish AGENCY all required bonds and certificate of liability insurance within ten (10) business days or the funds, check, draft, or BIDDERS bond substituted in lieu thereof accompanying this proposal shall become the property of the AGENCY and shall be considered as payment of damages due to the delay and other causes suffered by AGENCY because of the failure to furnish the necessary bonds and because it is distinctly agreed that the proof of damages actually suffered is difficult to ascertain; otherwise said funds, check, drafts, or BIDDER'S bond substituted in lieu thereof shall be returned to the undersigned.

BIDDER understands that a bid is required for the entire work, the estimated quantities set forth in the bid schedule are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. The BIDDER also certifies that the bid is a balanced bid.

In accordance with Section 7028.15 of the California Business and Professions Code, the undersigned certifies under penalty of perjury that the foregoing is true and correct.

Name of Firm PCN3, INC

Signature of BIDDER  Brian Abghari

Title Brian Abghari - President, Secretary, Treasurer and Manager

(If an individual, so state. If a firm or co-partnership, state the firm name and give the names of all individual co-partners composing the firm. If a corporation, state legal name of corporation, and names of President, Secretary, Treasurer and Manager, thereof.)

EXHIBIT B

Funding Approval/Agreement

Title I of the Housing and Community
Development Act (Public Law 930383)
HI-00515R of 20515R


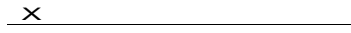
U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program

EXHIBIT B

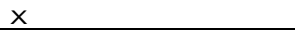
OMB Approval No. 2506-0193
exp 1/31/2025

1. Name of Grantee (as shown in item 5 of Standard Form 424) Santa Ana	3a. Grantee's 9-digit Tax ID Number 956000785	3b. Grantee's 9-digit DUNS Number KZE9G2M4GRX9 (UEI)
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 20 Civic Center Plaza Santa Ana, CA 92701-0000	4. Date use of funds may begin 07/01/2022	
	5a. Project/Grant No. 1 B-22-MC-06-0508	6a. Amount Approved \$5,088,771
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Rufus Washington		Grantee Name (Contractual Organization) Santa Ana (City of)	
Title CPD Director		Title City Manager	
Signature 	Date (mm/dd/yyyy) 10/21/2022	Signature 	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission (mm/dd/yyyy)	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number
		9b. Date Grantee Notified (mm/dd/yyyy)	
		9c. Date of Start of Program Year 7/1/2022	
11. Amount of Community Development			
Block Grant		FY 2022	
a. Funds Reserved for this Grantee			
b. Funds now being Approved		\$5,088,771	
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature 

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
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								Project Number		Amount		
Date Entered PAS (mm/dd/yyyy)		Date Entered LOCCS (mm/dd/yyyy)		Batch Number		Transaction Code		Entered By		Verified By		

8. Special Conditions.

- (a) The period of performance and single budget period for the funding assistance specified in the Funding Approval (“Funding Assistance”) shall each begin on the date specified in item 4 and shall each end on September 1, 2029. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2029.
- (b) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

<u>Administering Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
CDA	14.92 %	
	%	
	%	
	%	
	%	

Instructions: The Recipient must identify each agency or department of the Recipient 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(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

- (c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- (d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water- related and wastewater-related infrastructure), other structures

designated for use by the general public or which have 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 brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107–118) shall be considered a public use for purposes of eminent domain.

- (e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- (f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.
- (g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - “Guidelines and Objectives for Evaluating Project Costs and Financial Requirements.” (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).

DATE:

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SANTA ANA AND
PUBLIC WORKS AGENCY

FOR USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

This Memorandum of Understanding is hereby made and entered into this 1 day of July, 2022, by and between the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California ("CITY"), and Public Works Agency of the City, ("SUBRECIPIENT").

RECITALS:

A. The CITY, as an entitlement recipient and grantee of the United States Department of Housing and Urban Development ("HUD") Community Development Block Grant ("CDBG") Entitlement Program, Catalog of Federal Domestic Assistance (CFDA) Number 14.218, and Federal Award Identification Number (FAIN) B-22MC-06-0508, desires to enter this Agreement with the SUBRECIPIENT for the expenditure of CDBG funds in accordance with Title 24, Part 570 of Code of Federal Regulations 24 CFR 570.000, *et seq.* ("CDBG REGS").

B. CITY has applied for and received CDBG funds from HUD pursuant to Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended ("ACT").

C. The SUBRECIPIENT has been selected by the CITY to receive CDBG funds and administer such financial assistance; and to provide the services described in Exhibit A, in accordance with the schedule of performance included therein, hereinafter referred to as "said program". SUBRECIPIENT represents that it is qualified and willing to operate said program and certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives (24 CFR Part 570.208).

D. SUBRECIPIENT agrees that it will adhere to the performance measurements and outcomes as indicated on Exhibit A (Schedule of Performance). Failure to follow the measurements and meet the stated outcomes may constitute breach of contract that could result in termination of this Agreement or serve as reason for the City to recapture the grant funds awarded to SUBRECIPIENT pursuant to this Agreement.

WHEREFORE, it is agreed by and between the parties that the foregoing Recitals are a substantive part of this Agreement and the following terms and conditions are approved and together with all exhibits and attachments hereto, shall constitute the entire Agreement between the CITY and SUBRECIPIENT:

I. SUBRECIPIENT'S OBLIGATIONS

A. Representations and Warranties.

(a) **Authority.** SUBRECIPIENT is in good standing and authorized to do business under the laws of the State of California. SUBRECIPIENT has full right, power and lawful authority to accept the funding hereunder and to undertake all obligations as provided herein and the execution, performance and delivery of this Agreement by SUBRECIPIENT has been fully authorized by all requisite actions on the part of SUBRECIPIENT.

(b) **Experience.** SUBRECIPIENT is a qualified provider of the services to be provided hereunder.

(c) **Familiarity With Services Required.** By executing this Agreement, SUBRECIPIENT warrants that (i) it has thoroughly investigated and considered the services to be performed and provided hereunder, (ii) it has carefully considered how the services should be performed, and (iii) it fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

(d) **No Conflict.** To the best of SUBRECIPIENT'S knowledge, SUBRECIPIENT'S execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which SUBRECIPIENT is a party or by which it is bound.

(e) **No Bankruptcy.** SUBRECIPIENT is not the subject of any current or threatened bankruptcy proceeding.

(f) **No Pending Legal Proceedings.** SUBRECIPIENT is not the subject of a current or threatened litigation that would or may materially affect SUBRECIPIENT'S performance under this Agreement.

(g) **Application Veracity.** All provisions of and information provided in SUBRECIPIENT'S application for funding submitted to CITY including any exhibits are true and correct in all material respects.

(h) **No Pending Investigation.** SUBRECIPIENT is not aware that it is the subject of any current or threatened criminal or civil action investigation by any public agency, including without limitation a police agency or prosecuting authority, that would relate to affect performance of the Agreement or provision of services hereunder.

B. Amount of Grant/Term and Quarterly Disbursement. The amount granted to SUBRECIPIENT is **\$506,250** ("CDBG FUNDS"), for the term of July 1, 2022 through June 30, 2024 for **Traffic Engineering in Residential Neighborhood**. Such funds shall be expended by SUBRECIPIENT on or before June 30, 2024. The Term of this Agreement may be extended by a writing executed by the City Manager, or his or her designee, and the City Attorney. The CDBG FUNDS shall be disbursed by CITY to SUBRECIPIENT on a quarterly basis subject to and upon receipt and approval of a complete quarterly activity report from SUBRECIPIENT, with the final payment subject to the satisfaction of the condition precedent of submittal of complete reporting information due on or before July 15 of the applicable funding year, as hereinafter more fully set forth. SUBRECIPIENT shall be obligated to perform such duties as would normally extend beyond the term, including, but not limited to, obligations with respect to indemnification, audits, reporting, data retention/reporting, and accounting. Failure to provide any of the required documentation and reporting will cause CITY to withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to SUBRECIPIENT, until such documentation and reporting has been received and approved by CITY.

The CITY reserves the right to reduce the grant application if the CITY's fiscal monitoring indicates that SUBRECIPIENT's rate of expenditure will result in unspent funds at the end of the program year. Amendments in the grant allocation will be made after consultation with SUBRECIPIENT.

C. Use of Funds. SUBRECIPIENT agrees to use all federal funds provided by CITY to SUBRECIPIENT pursuant to this Agreement to operate said program, as set forth in "Exhibit A," attached hereto and by this reference incorporated herein. SUBRECIPIENT'S failure to perform as required may, in addition to other remedies set forth in this Agreement, result in readjustment of the amount of funds CITY is otherwise obligated to pay to SUBRECIPIENT hereunder.

D. Allowable Costs. SUBRECIPIENT agrees to complete said program on or before June 30, 2024, and to use said funds to pay for necessary and reasonable costs allowable under the federal law and regulations to operate said program. Said amounts shall include, but not be limited to, wages, administrative costs, and employee benefits comparable to other similarly situated employees, and indirect costs. Other allowable program costs are detailed in the budget, as set forth in "Exhibit B," attached hereto and by this reference incorporated herein. SUBRECIPIENT shall use all income received from said funds only for the same purposes for which said funds may be expended pursuant to the terms and conditions of this Agreement. SUBRECIPIENT has the ability to adjust line item amounts in the budget with the written approval of the CITY's Executive Director of the Community Development Agency, or designee, so long as the total budget amount does not increase.

Pursuant to 2 CFR §200.331(a)(4), the Indirect Cost Rate for the SUBRECIPIENT's award shall be an approved federally recognized indirect cost rate negotiated between the SUBRECIPIENT and the Federal government, or, if no such rate exists, the de minimis indirect cost rate as defined in 2 CFR §200.414(b) Indirect (F&A) costs.

For this agreement, the de minimis indirect cost rate of 10% will apply.

E. Licensing. SUBRECIPIENT agrees to obtain and maintain all required licenses, registrations, accreditation and inspections from all agencies governing its operations. SUBRECIPIENT shall ensure that its staff shall also obtain and maintain all required licenses, registrations, accreditation and inspections from all agencies governing SUBRECIPIENT's operations hereunder. Such licensing requirements include obtaining a City business license, as applicable.

F. Zoning. SUBRECIPIENT agrees that any facility/property used in furtherance of said program shall be specifically zoned and permitted for such use(s) and activity(ies). Should SUBRECIPIENT fail to have the required land entitlement and/or permits, thus violating any local, state or federal rules and regulations relating thereto, SUBRECIPIENT shall immediately make good-faith efforts to gain compliance with local, state or federal rules and regulations following written notification of said violation(s) from the CITY or other authorized citing agency. SUBRECIPIENT shall notify CITY immediately of any pending violations. Failure to notify CITY of pending violations, or to remedy such known violation(s) shall result in termination of grant funding hereunder. SUBRECIPIENT must make all corrections required to bring the facility/property into compliance with the law within sixty (60) days of notification of the violation(s); failure to gain compliance within such time shall result in termination of grant funding hereunder.

G. Separation of Accounts. All funds received by SUBRECIPIENT from CITY pursuant to this Agreement shall be maintained in an account in a federally insured banking or savings and loan institution with record keeping of such accounts maintained pursuant to applicable 2 CFR 200.302 requirements. SUBRECIPIENT is not required to maintain separate depository accounts for CDBG FUNDS; provided however, the SUBRECIPIENT must be able to account for receipt, obligation and expenditure of CDBG FUNDS pursuant to applicable 2 CFR 200.302 requirements.

H. Audit Report Requirements. SUBRECIPIENT agrees that if SUBRECIPIENT expends Seven Hundred Fifty Thousand Dollars (\$750,000) or more in federal funds, SUBRECIPIENT shall have an annual audit conducted by a certified public accountant in accordance with the standards as set forth and published by the United States Office of Management and Budget. SUBRECIPIENT shall provide CITY with a copy of said audit by April 1 of the year following the program year in which this Agreement is executed.

I. Record Keeping/Reporting. SUBRECIPIENT shall keep and maintain complete and adequate records and reports on program participants to determine their initial and continuing eligibility for

the program services being provided to assist CITY in meeting and maintaining its record keeping responsibilities under the CDBG REGS, including the following:

(1) Records

- a. Documentation evidencing program income requirements in conformity with 24 CFR 570.504(b)(2)(i), (ii) and 24 CFR 570.503(b)(3) and 24 CFR 570.208(a)(2)(B) of the income level of persons and/or families participating in or benefiting by the SUBRECIPIENT program.
- b. Documentation of the number of persons and/or families participating in or benefiting by the SUBRECIPIENT program.
- c. Household information shall include number of persons, identification of head of household, race/ethnicity, and income verification of all household members ages 18 and over.
- d. Documentation of all CDBG FUNDS received from CITY.
- e. Documentation of expenses as identified in the Budget Proposal, including evidence of incurring the expense, invoices for goods or services, copies of any and all contracts or documentation pertaining to costs for subcontractors, plus all other invoices and proof of payment for which CDBG FUNDS were expended, and any payments therefor.
- f. Any such other related records as CITY shall reasonably require or as required to be maintained pursuant to the CDBG REGS.

(2) Reports

a. Payment Request. Concurrently with the submittal of each quarterly report, on or before the 15th day of October, January, April and July, SUBRECIPIENT shall submit both: an original invoice/request for reimbursement and true copies of invoices, receipts, canceled checks, bank statements, credit card statements, procurement documentation for goods or services, timesheets, payroll records, benefit statements, agreements, contracts or documentation pertaining to costs for subcontractors, and/or other documentation supporting and evidencing how the CDBG FUNDS have been expended during the applicable quarter.

b. Quarterly Progress Report. SUBRECIPIENT agrees to keep records of all ethnic and racial statistics of persons and families benefited by SUBRECIPIENT in the performance of its obligations under this Agreement, including, but not limited to, the number of low and moderate income persons and households assisted in accordance with federal income limits, the number of female heads of households assisted, new program information and year-to-date program statistics on expenditures, caseload and activities. Failure to provide any of the required documentation and reporting will cause CITY to withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to SUBRECIPIENT, until such documentation and reporting has been received and approved by CITY.

J. Access to Records. CITY and the United States Government and their representatives or auditors shall have access for purposes of monitoring, auditing, and examining SUBRECIPIENT's activities and performance, to books, documents and papers, and the right to examine records of SUBRECIPIENT's subcontractors, bookkeepers and accountants, employees and participants in regard to said program. CITY and the United States Government and their representatives or auditors shall also schedule on-site monitoring at their discretion. Monitoring activities may also include, but are not limited

to, questioning employees and participants in said program and entering any premises or any site in which any of the services or activities funded hereunder is conducted or in which any of the records of SUBRECIPIENT are kept. Nothing herein shall be construed to require access to any privileged or confidential information as set forth in federal or state law.

K. Location of Records/Required Length of Record Keeping. All accounting records, reports, and evidence pertaining to all costs, expenses and the CDBG FUNDS of SUBRECIPIENT and all documents related to this Agreement shall be maintained and kept available at SUBRECIPIENT'S office or place of business for the duration of the Agreement and thereafter for five (5) years from the date of final payment under this Agreement. Records which relate to (a) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (b) costs and expenses of this Agreement to which CITY or any other governmental agency takes exception, shall be retained beyond the five (5) years until complete resolution or disposition of such appeals, litigation claims, or exceptions. In the event SUBRECIPIENT does not make the above-referenced documents available within the city of Santa Ana, California, SUBRECIPIENT agrees to pay all necessary and reasonable expenses incurred by CITY in conducting any audit at the location where said records and books of account are maintained.

L. Compliance with Law/Program Income. SUBRECIPIENT acknowledges that the funds being provided by CITY for said program are received by CITY pursuant to the ACT as amended and that expenditures of these funds shall be in accordance with the ACT and all pertinent regulations issued by agencies of the federal government, including, but not limited to, all regulations found at Title 24 of the Code of Federal Regulations: Program income received by SUBRECIPIENT shall be returned to CITY unless otherwise provided for in this Agreement. SUBRECIPIENT agrees to comply fully with all federal, state and local laws and court orders applicable to its operation whether or not referred to in this Agreement.

M. Debarment. To protect the public interest and ensure the integrity of Federal programs, CITY may only conduct business with responsible persons and may not make any award or permit any award to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension". See also 24 CFR 570.609. SUBRECIPIENT must review and sign Exhibit C "Debarment", which is attached hereto and incorporated herein by this reference. SUBRECIPIENT shall be in good standing, without suspension by the California Secretary of State, Franchise Tax Board and Internal Revenue Service. Any change in the corporate status or suspension of SUBRECIPIENT shall be reported immediately to CITY.

N. Confidentiality. Without prejudice to any other provisions of this Agreement, SUBRECIPIENT shall, where applicable, maintain the confidential nature of information provided to it concerning participants in accordance with the requirements of federal and state law. However, SUBRECIPIENT shall submit to CITY and or HUD or its representatives, all records requested, including audit, examinations, monitoring and verifications of reports submitted by SUBRECIPIENT, costs incurred and services rendered hereunder.

O. Independent Contractor. SUBRECIPIENT agrees that the performance of obligations hereunder is rendered in its capacity as an independent contractor and that it is in no way an agency of CITY.

P. Violation of Terms and Conditions. SUBRECIPIENT agrees that if SUBRECIPIENT violates any of the terms and conditions of this Agreement or any prior Agreement whereby CDBG funds were received by SUBRECIPIENT, or if SUBRECIPIENT reports inaccurately, or if on audit there is a disallowance of certain expenditures, SUBRECIPIENT agrees to remedy the acts or omissions causing the disallowance and repay CITY all amounts spent in violation thereof. If SUBRECIPIENT engaged in

fraudulent activity to obtain and/or justify expenditure of the CDBG funds granted hereunder, SUBRECIPIENT shall be required to reimburse the CITY of all such funds that were obtained and/or spent under fraudulent circumstances.

Q. Equipment. SUBRECIPIENT agrees to maintain a record for each item of non-expendable personal property acquired under the terms of this Agreement. Said record shall be made available to CITY upon request. The term "non-expendable personal property" shall include leased and purchased equipment.

R. Prohibited Use. SUBRECIPIENT hereby certifies and agrees that it will not use funds provided through this Agreement to pay for entertainment, meals or gifts, or other prohibited uses.

S. Lobbying. SUBRECIPIENT certifies that it will comply with federal law (31 U.S.C. 1352) and regulations found at 24 CFR Part 87, which provide that no appropriated funds may be expended by the recipient of a federal contract, grant, loan or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, or an officer or employee of a Member of Congress in connection with awarding of any federal contract, the making of any federal grant or loan, entering into any cooperative agreement and the extension, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. SUBRECIPIENT shall sign a certification to that effect in a form as set forth in "Exhibit D," attached hereto and by this reference incorporated herein. SUBRECIPIENT shall submit said signed certification to CITY prior to performing any of its obligations under this Agreement and prior to any obligation arising on the part of CITY to pay any sums to SUBRECIPIENT under the terms and conditions of this Agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a "Disclosure Form to Report Lobbying," in accordance with its instructions (Exhibit D).

SUBRECIPIENT shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants, and contracts under grants, loans, and cooperative agreements), and agrees to take all actions necessary to ensure that all subrecipients shall similarly certify and disclose accordingly.

T. Financial Interest. SUBRECIPIENT agrees that except for the use of CDBG funds to pay salaries and other related administrative or personnel costs, no persons who exercise or have exercised any function with respect to CDBG activities assisted under the terms of this Agreement, or who 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 a CDBG-assisted activity of SUBRECIPIENT, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. This prohibition applies to any person who is an employee, agent, consultant, officer, or elected or appointed official of CITY, or of any designated public agency, or the SUBRECIPIENT.

U. Labor Standards. The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The SUBRECIPIENT agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The SUBRECIPIENT shall maintain documentation that demonstrates compliance with hour and wage

requirements of this part. Such documentation shall be made available to the CITY for review upon request.

SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the CITY pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

V. Section 3 of the Housing and Urban Development Act of 1968. SUBRECIPIENT will make every effort to provide training opportunities for low-and moderate-income persons residing within the community where the construction project is located and contracts awarded to local businesses therein to the greatest extent feasible as required under the provisions of Section 3 of the Housing and Urban Development Act of 1968, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement. Compliance with the foregoing requirements shall be a condition of the federal financial assistance provided under this Agreement and binding on the SUBRECIPIENT. Failure to fulfill these requirements shall subject the SUBRECIPIENT, its successors and designees, to those sanctions specified by the Agreement through which federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements. SUBRECIPIENT shall make every effort to ensure that all projects funded wholly or in part by CDBG funds shall provide equal employment opportunities for minorities and women.

W. Drug Free Workplace. SUBRECIPIENT agrees to provide a drug-free work place and to execute a certification as set forth in "Exhibit E" attached hereto and incorporated herein by this reference.

X. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The following requirements and standards must be complied with: 2 CFR Part 200 et al. SUBRECIPIENT shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.318-326.

Y. Subpart K of 24 CFR 570. SUBRECIPIENT will carry out its activities in compliance with the requirements of Subpart K of 24 CFR 570, however SUBRECIPIENT does not assume the CITY's environmental responsibilities or the responsibility for initiating the environmental review process under 24 CFR Part 52.

Z. Women- and Minority-Owned Businesses (W/MBE) SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement in accordance with the requirements of 2 CFR 200.321 "Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms". As used in this Agreement, the term "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. SUBRECIPIENT may rely on written

representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

II. CITY'S OBLIGATIONS

A. Payment of Funds. On July 1, 2022, the CITY was allocated \$5,088,771 for fiscal year 2022-2023 from the United States Department of Housing and Urban Development ("HUD") Community Development Block Grant ("CDBG") Entitlement Program. CITY agrees to pay to SUBRECIPIENT when, if and to the extent federal funds are received a sum not to exceed **FIVE HUNDRED SIX THOUSAND, TWO HUNDRED FIFTY Dollars (\$506,250)** for SUBRECIPIENT'S performance in accordance with the Budget attached hereto as "Exhibit B" during the period of this Agreement. Payments shall be made to SUBRECIPIENT through the submission of invoices/reimbursement requests.

CITY shall pay such invoices/reimbursement requests within thirty (30) days after receipt thereof provided CITY is satisfied that such expenses have been incurred and documented within the scope and provisions of this Agreement and that SUBRECIPIENT is in compliance with the terms and conditions of this Agreement. Failure to provide any of the required documentation and reporting will cause CITY to withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to SUBRECIPIENT, until such documentation and reporting has been received and approved by CITY. Documentation may include, but is not limited to true copies of invoices, receipts, canceled checks, bank statements, credit card statements, procurement documentation for goods or services, timesheets, payroll records, benefit statements, agreements, contracts or documentation pertaining to costs for subcontractors, and/or other documentation supporting and evidencing how the CDBG FUNDS have been expended during the applicable quarter.

B. Audit of Account. CITY shall include an audit of the account maintained by SUBRECIPIENT in CITY's annual audit of all CDBG FUNDS in accordance with Title 24 of the Code of Federal Regulations and other applicable federal laws and regulations.

C. Common Rule: Pursuant to 2 CFR 200.328(a), the CITY manages the day-to-day operations of each grant and subgrant supported activities. CITY staff has detailed knowledge of the grant program requirements and monitors grant and subgrant supported activities to assure compliance with Federal requirements. Such monitoring covers each program, function and activity and performance goals are reviewed periodically.

D. Environmental Review: In accordance with 24 CFR 58, the CITY is responsible for undertaking environmental review and maintaining environmental review records for each applicable project.

E. Performance Monitoring: CITY shall monitor the performance of SUBRECIPIENT against goals and performance standards required herein. The SUBRECIPIENT shall be responsible to accomplish the levels of performance as set forth in Exhibit A and report such measures quarterly to the CITY. If the SUBRECIPIENT estimates such goals will not be met, the SUBRECIPIENT is to contact the CITY, at which time the CITY will determine if any adjustments to the grant award is appropriate. Substandard performance as determined by the CITY will constitute non-compliance with this Agreement. Should the CITY determine that the SUBRECIPIENT has not performed its obligations as stated in this contract in a satisfactory manner, or if the CITY determines that insufficient supporting information has been submitted, the CITY shall notify the SUBRECIPIENT in writing of its determination specifying in full detail the objections which it has to the SUBRECIPIENT's performance. If action to correct such substandard performance is not taken by the SUBRECIPIENT after being

notified by the CITY, within a reasonable period of time as stipulated in the written notification, contract suspension or termination procedures will be initiated.

III. NONDISCRIMINATION

A. SUBRECIPIENT agrees to comply with Executive Order 11246 which requires that during the performance of this Agreement, SUBRECIPIENT agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, rates of pay or other forms of compensation, and selection for training, including apprenticeship. SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the SUBRECIPIENT setting forth the provisions of this nondiscrimination clause.

B. SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 which indicates that no person shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program of activity receiving federal financial assistance.

C. No person shall, on the grounds of race, sex, creed, color, religion, marital status, national origin, age, sexual orientation, or physical or mental handicap be excluded from participation in, be refused the benefits of, or otherwise be subject to discrimination in any activities, programs or employment supported by this Agreement. SUBRECIPIENT is prohibited from discrimination on the basis of age or with respect to an otherwise qualified handicapped person as provided for under Section 109 of the Housing and Community Development Act of 1974, as amended.

D. SUBRECIPIENT agrees to comply with the Age Discrimination Act of 1975 which requires that during the performance of this Agreement, SUBRECIPIENT agrees not to discriminate against any employee or applicant for employment because of age. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer, rates of pay or other forms of compensation, and selection for training, including apprenticeship. SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the SUBRECIPIENT setting forth the provisions of this age discrimination clause.

E. SUBRECIPIENT agrees to comply with Section 504 of the Rehabilitation Act of 1973 which requires that no otherwise qualified individual with a disability in the United States, shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance or under any program or activity conducted by any executive agency or by the United States Postal Service.

IV. CONFLICT OF INTEREST

Pursuant to the conflict of interest requirements set forth in 24 CFR 570.611 and 2 CFR 200.112, SUBRECIPIENT certifies that no member, officer, employee, agent or assignee of CITY having direct or indirect control of any CDBG monies granted to the CITY, inclusive of the subject CDBG FUNDS, shall serve as an officer of SUBRECIPIENT. Further, any conflict or potential conflict of interest of any officer of SUBRECIPIENT shall be fully disclosed in writing prior to the execution of this Agreement and said writing shall be attached and deemed fully incorporated as a part hereof. Notice shall be sent by SUBRECIPIENT to CITY regarding any changes or modifications to its board of directors and list of officers.

V. SPECIAL CERTIFICATION FOR RELIGIOUS ENTITIES

If SUBRECIPIENT is a religious entity, SUBRECIPIENT hereby agrees that in connection with the provision of the services SUBRECIPIENT shall provide with CDBG funds, in accordance with 24 CFR 570.200(j):

A. SUBRECIPIENT shall not discriminate against any employee or applicant for employment on the basis of religion and shall not limit employment or give preference in employment to persons on the basis of religion.

B. SUBRECIPIENT shall not discriminate against any person applying for the services SUBRECIPIENT agrees to provide under the terms of this Agreement on the basis of religion and shall not limit such services or give preference to applicants for such services on the basis of religion.

C. SUBRECIPIENT shall NOT provide religious instruction or counseling, conduct any religious worship or services, or engage in any religious proselytizing, or exert any religious influence in the provision of the services in said program. The parties agree that this covenant is intended to and shall be construed for the limited purpose of assuring compliance with respect to the use of CITY funds by SUBRECIPIENT with applicable constitutional limitations respecting the establishment of religion as set forth in the establishment clause under the First Amendment of the United States Constitution and Article I, Section 4 of the California Constitution, and is not in any manner intended to restrict other activities of SUBRECIPIENT.

D. The portion of a facility used to provide public services assisted in whole or in part under this Agreement shall contain no sectarian or religious symbols.

E. Where the services to be provided under said program are rendered on property owned by the primarily religious entity SUBRECIPIENT, CDBG funds may also be used for minor repairs to such property which are directly related to the cost of rendering the services under said program, where the cost constitutes in dollar terms only an incidental portion of the CDBG expenditure for rendering the services under said program.

VI. PROHIBITION OF NEPOTISM

SUBRECIPIENT agrees not to hire or permit the hiring of any person to fill a position funded through this Agreement if a member of that person's immediate family is employed in an administrative capacity by SUBRECIPIENT. For the purposes of this section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, stepparent and stepchild. The term "administrative capacity" means having selection, hiring, supervisor or management responsibilities.

VII. NOTICES

Notices to the parties shall, unless otherwise requested in writing, be sent by U.S. Mail, postage prepaid, and addressed as follows:

TO CITY:

City of Santa Ana
Community Development Agency (M-25)
20 Civic Center Plaza
P.O. Box 1988
Santa Ana, California 92702-1988

TO SUBRECIPIENT:

NAME: Nabil Saba
Executive Director Public Works
Public Works Agency
20 Civic Center Plaza
Santa Ana, CA 92702

VIII. ASSIGNABILITY

None of the duties of, or work to be performed by, SUBRECIPIENT under this Agreement shall be subcontracted or assigned to any agency, consultant, or person without the prior written consent of CITY. SUBRECIPIENT must submit all subcontracts and other agreements that relate to this Agreement to CITY. No subcontract or assignment shall terminate or alter the legal obligations of SUBRECIPIENT pursuant to this Agreement.

IX. HOLD HARMLESS

SUBRECIPIENT shall indemnify, defend and save harmless CITY, its officers, employees, agents, representatives and volunteers from and against any and all damages to or for loss of use of property and for injuries to or death of any person or persons, including property and employees or agents of CITY, and shall defend, indemnify and save harmless CITY, its officers, employees, agents, representatives and volunteers from and against any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, workers compensation claims and including attorney fees and reasonable expenses for litigation or settlement, resulting from or arising out of the negligent or wrongful acts, errors or omissions of SUBRECIPIENT, its officers, directors, employees, agents, subcontractors and suppliers arising out of SUBRECIPIENT's performance of this Agreement.

X. INSURANCE

1. Commercial General Liability. SUBRECIPIENT agrees to obtain and keep in force during the term of this Agreement a policy of comprehensive commercial public liability insurance insuring the CITY, and SUBRECIPIENT against any liability for accident, injury or death arising out of or in consequence of this Agreement. Such insurance shall be in an amount not less than One Million Dollars (\$1,000,000.00) for any injury to or death of any person or persons in any single accident or occurrence. Said policy of comprehensive liability insurance shall be endorsed to provide to CITY at least thirty (30) days written notice prior to cancellation; name CITY, its officers, agents, employees, and volunteers, additional insured; and state that such coverage is primary to any other coverage or self-insurance and CITY. Governmental entities may provide proof of self-insurance.

(a) Such insurance shall: (1) name the City of Santa Ana, its officers, agents, representatives, employees and volunteers as additional insured's; (2) be primary with respect to insurance or self-insurance programs maintained by the CITY; (3) contain standard separation of insured's provisions; and (4) give to CITY prompt and timely notice of claim made or suit instituted arising out of SUBRECIPIENT's operations hereunder.

(b) SUBRECIPIENT shall: (1) prior to exercising any right under this Agreement, furnish properly executed certificates of insurance and additional insured endorsement to the CITY which shall clearly evidence all coverages required above; (2) provide that such insurance shall not be materially changed or terminated except on 30 days prior written notice to the CITY; (3) maintain such insurance for the period covered by this Agreement; and (4) replace such certificates for policies expiring prior to the expiration of this Agreement

2. Automobile Liability Coverage. SUBRECIPIENT shall also obtain and maintain, during the effective period of this Agreement, broad form automobile liability coverage with a \$1,000,000 limit unless reduced by CITY, which applies to both owned/leased and non-owned automobiles used by SUBRECIPIENT employees or participants in performance of this Agreement, or, in the event that SUBRECIPIENT will not utilize such owned/leased automobiles but intends to require employees, participants or other agents to utilize their own automobiles in the performance of this Agreement, SUBRECIPIENT shall secure and maintain on file from all such employees, participants, or agents as self-certification of automobile insurance coverage. Governmental entities may provide proof of self-insurance.

3. Workers' Compensation. If SUBRECIPIENT is an "employer", as set forth in California Labor Code Section 3300 et seq., or utilizes participants as "employees," as set forth in California Labor Code Section 3350 et seq., SUBRECIPIENT shall obtain and keep in force during the term of this Agreement full Workers' Compensation insurance coverage for injuries suffered by participants. Said insurance policy shall guarantee CITY at least thirty (30) days written notice of cancellation or modification.

4. Equipment Coverage. SUBRECIPIENT shall purchase a policy or policies of insurance covering loss or damage to any and all Equipment provided to or purchased by SUBRECIPIENT in accordance with this Agreement. Said insurance shall be in the amount of the full replacement value thereof, providing protection against the classification of fire, extended coverage, vandalism, malicious mischief, theft, and special extended perils. Governmental entities may substitute a certificate of self-insurance.

5. Proof of Insurance. Certificates and endorsements must be submitted and approved by CITY prior to any work under this Agreement. SUBRECIPIENT understands that CITY will make no payments under this Agreement until the required certificates and endorsements have been approved by CITY.

XI. REVERSION OF ASSETS

A. Upon the expiration of this Agreement, SUBRECIPIENT shall transfer to CITY any CDBG funds on hand at the time of the expiration of this Agreement as well as any accounts receivable attributable to the use of CDBG funds. [24 CFR 570.503(b)(7)]

B. Any real property under SUBRECIPIENT's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000.00 must either be:

1. Used, where CITY has given written approval, to meet one of the national objectives stated in 24 CFR 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by CITY; or

2. If not used in accordance with subparagraph 1 above, SUBRECIPIENT shall pay to CITY an amount equal to the current fair market value of the property less any portion of the value attributable to the expenditure of non-CDBG funds for acquisition of, or improvement to, the property. Such payment is program income to CITY.

C. Subject to the obligations set forth herein, title to equipment acquired under the terms of this Agreement will vest upon acquisition in SUBRECIPIENT. When said equipment which has been acquired in accordance with this Agreement and all applicable regulations is no longer needed for said program, disposition of said equipment will be made as follows:

1. Items of equipment with a current per unit fair market value of less than \$5,000.00 may be retained, sold or otherwise disposed of with no further obligation to CITY.

2. Items of equipment with a current fair market per unit value of \$5,000.00 or more may be retained or sold and CITY shall have the right to an amount calculated by multiplying the current market value or proceeds from the sale by CITY's share of federal funds used to acquire the equipment, in accordance with 2 CFR 200.313(e)(2).

D. SUBRECIPIENT hereby agrees, upon the demand of CITY, to execute, acknowledge and deliver, or cause any person or entity who may have any claim to rights hereunder or under any document, instrument or agreement executed in furtherance of the services and activities to be performed hereunder, to execute, acknowledge and deliver, to CITY assignment(s), quit claim deed(s) or such other and further instruments, documents and agreements as may be necessary, in the sole and absolute discretion of CITY, to vest in CITY all of SUBRECIPIENT's right, title and interest (if any it may have) in and to CITY, CDBG or other federal, state and/or local accounts or program funds or allocation of funds to which CITY is or may be entitled, either for its own account or as fiduciary or trustee for others, which were obtained for the purpose of the performance of this Agreement or any previous agreements relating to the same subject matter or activities as this Agreement, together with any instruments, loans, grants or advances by SUBRECIPIENT on behalf of CITY, in furtherance of the activities hereunder or thereof.

SUBRECIPIENT's obligations and responsibilities set forth in this paragraph "XI. REVERSION OF ASSETS," and in paragraph "XII. TERMINATION" and other requirements pertaining to program income shall not be affected by the termination of this Agreement and shall survive the date of termination of this Agreement for such period of time as CITY and/or HUD deems necessary for the responsibilities, duties and obligations to be performed and completed to the satisfaction of CITY and HUD.

XII. TERMINATION

A. This Agreement may be terminated on thirty (30) days' written notice by either party. In the event of such termination, SUBRECIPIENT shall only be entitled to reimbursement for approved expenses incurred to the effective date of termination.

B. This Agreement may be suspended or terminated by CITY upon five (5) days' written notice for violation by SUBRECIPIENT of Federal Laws governing the use of Community Development Block Grant Funds. In the event of such suspension or termination, SUBRECIPIENT shall only be entitled to reimbursement for approved expenses incurred up to the effective date of suspension or termination.

C. Pursuant to 2 CFR 200.340, in the event SUBRECIPIENT defaults by failing to fulfill all or any of its obligations hereunder, CITY may declare a default and termination of this Agreement by written notice to SUBRECIPIENT, which default and termination shall be effective on a date stated in the notice which is to be not less than ten (10) days after certified mailing or personal service of such notice, unless such default is cured before the effective date of termination stated in such notice. If terminated for cause, CITY shall be relieved of further liability or responsibility under this Agreement, or as a result of the termination thereof, including the payment of money, except for payment for approved expenses incurred for services satisfactorily and timely performed prior to the mailing or service of the notice of termination, and except for reimbursement of (1) any payments made for services not subsequently performed in a timely and satisfactory manner, and (2) costs incurred by CITY in obtaining substitute performance.

D. The grant of funds under this Agreement may be terminated for convenience by either the CITY or SUBRECIPIENT, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of portion termination, their portion to be terminated, however, if in the case of a partial

termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.

E. The grant of funds under this Agreement may be terminated due to the non-performance of SUBRECIPIENT and/or failure of SUBRECIPIENT to perform the work described in Exhibits A and B or failure to meet the performance standards and program goals set forth therein.

F. In the event this Agreement is terminated as set forth in subparagraphs XII.A. through XII.E., inclusive, SUBRECIPIENT agrees to immediately return to CITY upon CITY's demand and prior to any adjudication of SUBRECIPIENT's rights, any and all funds not used, and to comply with paragraph "XI. REVERSION OF ASSETS" of this Agreement.

XIII. LIMITATION OF FUNDS

The United States of America, through HUD, may in the future place programmatic or fiscal limitations on the use of CDBG funds which limitations are not presently anticipated. Accordingly, CITY reserves the right to revise this Agreement in order to take account of actions affecting HUD program funding. In the event of funding reduction, CITY may, in its sole and absolute discretion, reduce the budget of this Agreement as a whole or as to costs category, may limit the rate of SUBRECIPIENT's authority to commit and spend funds, or may restrict SUBRECIPIENT's use of both its uncommitted and its unspent funds. Where HUD has directed or requested CITY to implement a reduction in funding, in whole or as to a cost category, with respect to funding for this Agreement, CITY's City Manager or delegate is authorized to act for CITY in implementing and effecting such a reduction and in revising, modifying, or amending the Agreement for such purposes. If such a reduction in funding occurs, SUBRECIPIENT shall be permitted to de-scope accordingly. Where CITY has reasonable grounds to question SUBRECIPIENT's fiscal accountability, financial soundness, or compliance with this Agreement, CITY may suspend the operation of this Agreement for up to sixty (60) days upon five (5) days written notice to SUBRECIPIENT of its intention to so act, pending an audit or other resolution of such questions. In no event, however, shall any revisions made by CITY affect expenditures and legally binding commitments made by SUBRECIPIENT before it received notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable and that such commitments are consistent with HUD cash withdrawal guidelines.

XIV. EXCLUSIVITY AND AMENDMENT OF AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the use of CITY's CDBG funds by SUBRECIPIENT and contains all the covenants and agreements between the parties with respect to such employment in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement or amendment hereto shall be effective unless executed in writing and signed by both CITY and SUBRECIPIENT.

XV. LAWS GOVERNING THIS AGREEMENT

This Agreement shall be governed by and construed in accordance with the laws of the State of California, and all applicable federal laws and regulations.

XVI. CLOSE-OUT

The SUBRECIPIENT agrees to comply with the closeout procedures detailed in 2 CFR §200.343, including the following:

1. SUBRECIPIENT must submit, no later than ninety (90) calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award;

2. Unless the CITY authorizes an extension, SUBRECIPIENT must liquidate all obligations incurred under the Federal award not later than ninety (90) calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award;

3. SUBRECIPIENT must promptly refund any balances of unobligated cash that the CITY paid in advance or paid and that is not authorized to be retained by SUBRECIPIENT for use in other projects (See OMB Circular A-129 and 2 CFR §200.345);

4. SUBRECIPIENT must account for any real and personal property acquired with Federal funds or received from the Federal government in accordance with 2 CFR §§200.310-200.316 and 200.329; and,

5. The CITY should complete all closeout actions for the Federal award no later than one year after receipt and acceptance of all required final reports.

XVII. VALIDITY AND SEVERABILITY

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement. Whenever possible, each provision of this AGREEMENT shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this AGREEMENT is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this AGREEMENT.

XVIII. WAIVER

No delay or omission by either party hereto to exercise any right or power accruing upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained.

XIX. MISCELLANEOUS PROVISIONS

a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify CITY fully, including reasonable costs and attorney's fees, for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

b. All Exhibits and Attachments referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

{Signatures on following page}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date and year written below.

ATTEST:


DAISY GOMEZ
Clerk of the Council

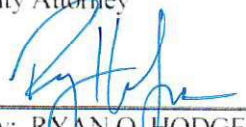


CITY OF SANTA ANA



KRISTINE RIDGE
City Manager

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney


By: RYAN O. HODGE
Assistant City Attorney

RECOMMENDED FOR APPROVAL:


STEVEN MENDOZA
Assistant City Manager

SUBRECIPIENT:


Nabil Saba
Executive Director
Tax ID: 95-6000785
Unique Entity ID#: KZE9G2M4GRX9

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective recipient of federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and voluntary exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the List of Parties Excluded from Procurement or Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontract, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

City of Santa Ana / Public Works Agency

Grantee/Contactor Organization

Nabil Saba



2/14/2022

Name of Certifying Officer

Signature

Date

SUBRECIPIENT warrants the following:

1. SUBRECIPIENT will comply with Public Law 88-352, Title VI of the Civil Rights Act of 1964 (42 U. S. C. section 2000 et seq.) and implementing regulation in 24 CFR Part 1.
2. No person in the United States shall on the ground of race, color, religion, national origin, or sex, be excluded from participation in, or be denied the benefits of; or be subjected to discrimination under any program or activity funded in whole or in part with community development funds made available pursuant to the ACT.
3. All laborers and mechanics, employed by contractors or subcontractors in the performance of construction work financed in whole or in part with community development funds shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined in accordance with the Davis-Bacon Act, as amended, 40 U. S. C. Sections 276 a 1-5, except for individuals who perform services for which they volunteered; do not receive compensation for such services; or are paid expenses, reasonable benefits, or a nominal fee for such services; and are not otherwise employed at any time in construction work.
4. SUBRECIPIENT will comply with all Federal statutes applicable to projects funded with community development funds, except that (a) SUBRECIPIENT does not assume CITY'S environmental responsibilities described at 24 CFR 570.604; and (b) SUBRECIPIENT does not assume CITY'S responsibility for initiating the review process under Executive Order 12372.

Certification Regarding Drug-Free Workplace Requirements

The certification set out below is a material representation upon which reliance is placed by the U.S. Department of Housing and Urban Development in awarding the grant. If it is later determined that the contractor knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the U.S. Department of Housing and Urban Development, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

CERTIFICATION

- A. The contractor certifies that it will provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing a drug-free awareness program to inform employees about --
 - (1) The dangers of drug abuse in the workplace;
 - (2) The contractor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee who will be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the contract, the employee will -
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
 - (e) Notifying the U.S. Department of Housing and Urban Development within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;

- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted -
- (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The contractor shall insert in the space provided on the attached "Place of Performance" form the site(s) for the performance of work to be carried out with the grant funds (including street address, city, county, state, and zip code) .the contractor further certifies that, if it is subsequently determined that additional sites will be used for the performance of work under the contract, it shall notify the U.S. Department of Housing and Urban Development immediately upon the decision to use such additional sites by submitting a revised "Place of Performance" form.

City of Santa Ana PWA
Organization

Nabil Saba
Authorized Signature

2-14-22
Date

**PLACE OF PERFORMANCE
FOR CERTIFICATION REGARDING DRUG-FREE
WORKPLACE REQUIREMENTS**

Name: Nabil Saba

Date: 2/14/22

The Contractor shall insert in the space provided below the site(s) expected to be used for the performance of work under the contract covered by the certification:

Place of Performance (include street address, city, county, state, zip code for each site):

20 Civic Center Plaza

Santa Ana, CA 92701