

**FIRST AMENDMENT TO THE
CONTRACT
FOR
MANAGEMENT AND IMPLEMENTATION
OF A
COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT
2022-2023**

This ~~2023-XXX-FIRST~~2023-295 FIRST AMENDMENT “Amendment” is entered into effective as of September 1, 2023 “Effective Date” by and between the City of Chula Vista (“City”) and SBCS Corporation “Consultant” with reference to the following facts:

RECITALS

WHEREAS, City and Consultant previously entered into a ~~Attachment 1—CIP Lauderbach CDBG Subrecipient Agmt 1st Amendment.docx~~CIP Lauderbach CDBG Subrecipient Agreement “Original Agreement” on March 21, 2023 by Agreement No. 2022-105; and

WHEREAS, City and Consultant desire to amend the Agreement to increase the not to exceed amount to \$630,000 and extend the contract period until June 30, 2024, as more specifically set forth below; and

NOW, THEREFORE, in consideration of the above recitals and the mutual obligations of the parties set forth herein, City and Consultant agree as follows:

1. Article II.A. 1 “Amounts” and Article II.A.4 “Compensation Schedule” are amended to a not to exceed maximum reimbursement of \$630,000.00 and a final cost incurrence date of June 30, 2024, respectively.
2. Attachment B, entitled 2022-2023 SCOPE OF WORK AND BUDGET is hereby attached hereto and incorporated herein by this reference.
3. Except as expressly provided herein, all other terms and conditions of the Original Agreement shall remain in full force and effect.
4. Each party represents that it has full right, power and authority to execute this ~~2023-XXX-FIRST~~2023-295 FIRST Amendment and to perform its obligations hereunder, without the need for any further action under its governing instruments, and the parties executing this Amendment on the behalf of such party are duly authorized agents with authority to do so.

SIGNATURE PAGE TO ~~2023-XXX FIRST~~2023-295 FIRST
AMENDMENT

TO

~~ATTACHMENT 1 -- CIP LAUDERBACH CDBG SUBRECEPIENT AGMT 1ST~~
AMENDMENT.DOCXCIP LAUDERBACH CDBG SUBRECIPIENT AGREEMENT

SBCS CORPORATION

CITY OF CHULA VISTA

BY: _____
KATHRYN LEMBO
PRESIDENT & CEO

BY: _____
MARIA V. KACHADOORIAN
CITY MANAGER

~~ATTEST~~

BY: _____
KERRY K. BIGELOW, MMC
CITY CLERK

APPROVED AS TO FORM

BY: _____
Jill D.S. Maland
Lounsbery Ferguson Altona & Peak
Acting City Attorney

**ATTACHMENT “B”
2022-2023 SCOPE OF WORK AND BUDGET**

SUBRECIPIENT AGREEMENT
BY AND BETWEEN THE CITY OF CHULA VISTA
AND
SBCS CORPORATION
CONTRACT NUMBER: **108**

HUD PROJECT ID: 1216

A. ACTIVITIES

1. General: **SBCS Corporation** hereinafter, “Subrecipient”) will be responsible for administering a Community Development Block Grant (CDBG) program (CFDA 14-218) entitled, CIP - Lauderbach in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds consistent with regulations governing Public Services [(\$570.201(e)) which applies specifically to services rendered to **Homeless persons (must meet HUD definitions)**][HUD Eligibility Matrix Code **03 - Public Fac. & Impvm'ts - 570.201(c)**].

2. Program Delivery: The Subrecipient will carry out the following specific activities as part of the program:

- a. Ensure that marketing material acknowledges the City of Chula Vista and the Department of Housing and Urban Development’s support;
- b. Services to be provided are in compliance with the program Policies and Procedures Manual, attached hereto.
- c. Additionally, the the program will provide the following outcomes:

Outcome 1	Upgrade plumbing
Outcome 2	Update electrical systems
Outcome 3	Replace hood, including roof, and fire system
Outcome 4	Remove and replace floor
Outcome 5	Refinish floor and wall painting

3. Income Benefit Goals: It is anticipated that approximately **Approximately 4,300 low-mod individuals will be served** will be served over the course of this 12 month Agreement. In addition to the required quarterly reports identified in Section 12 of this contract, the Subrecipient shall document all clients served to ensure that at least 51 percent of those served are at or below 80 percent of the Area Median Income as established by the U.S. Department of Housing and Urban Development (HUD). This information is to be collected and compiled at the end of the each City of Chula Vista fiscal year (June 30th) for five (5) years, and shall be submitted to the City of Chula Vista Housing Department upon receipt of a written request and at the time of any monitoring of project records.

C. NATIONAL OBJECTIVES: All activities funded with CDBG funds must meet one of the CDBG program’s National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The Subrecipient certifies that the activity/activities carried out under this Agreement will meet the National Objective of benefitting **4,300 Low Moderate Clientele (LMC): A minimum of clients served must be documented as Low/Moderate income as defined by HUD.**

D. PERFORMANCE MONITORING: The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, suspension or termination procedures will be initiated.

E. ESTIMATED TIME SCHEDULE: SUBRECIPIENT will make all good faith and reasonable efforts to fulfill the project by **June 30, 2024**, or earlier.

E. BUDGET: SUBRECIPIENT shall make all good faith and reasonable efforts to complete the work under this contract within the following estimated budget. In no case shall SUBRECIPIENT be entitled to, nor shall City reimburse SUBRECIPIENT, more than **\$625,630,000.00** to be budgeted as follows:

Budget Line Item	Amount (\$)
Design	13,325.26
Demolition	8,922.00
Structural Concrete	10,859.00
Wood Framing	10,100.00
Finish Carpentry	17,708.00
Thermal Insulation	4,459.00
Built Up Bituminous Roofing	5,200.00
Plaster and Gypsum Board Assemblies	14,200.00
Fluid-Applied Flooring	14,895.00
Painting	4,675.00
Food Cooking Equipment	96,793.00
Residential Plumbing Fixtures	112,671.00
HVAC	46,900.00
Common Work Results for Electrical	45,150.00
Planting Irrigation	2,000.00
Subcontractor Costs*	389,332.00
General Conditions	161,666.00
General Liability Insurance	8,343.00
Contractor's Fee	45,163.00
Bond Cost	0
9/23 Change Order – Reduction in Appliances	(41,117.35)
9/23 Change Order – Miscellaneous Increases	8,999.804882.45
Total	\$622,711.71627,911.71