

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 5 PAGESAGREEMENT NUMBER
20-CDBGDR17-002AMENDMENT NUMBER
4Purchasing Authority Number
2240

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTOR NAME

SLSCO, Ltd.

2. The term of this Agreement is:

START DATE

June 21, 2021

THROUGH END DATE

December 31, 2027

3. The maximum amount of this Agreement after this Amendment is:

\$141,633,149.95 (One Hundred Forty-One Million, Six Hundred Thirty -Three Thousand, One Hundred Forty-Nine Dollars and Ninety-Five Cents)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

A. The amendment 4 will extend the term of the contract for 6 more months and reduce the contract amount from \$269,018,241.00 to \$141,633,149.95.

B. STD213A, Item 2, The Term of this Agreement has been changed from June 21, 2021 through June 30, 2027 to June 21, 2021 through December 31, 2027.

C. STD213A, Item 3, The maximum amount of this Agreement has been changed from \$269,018,241.00 to \$141,633,149.95.

D. Exhibit A, Scope of Work (SOW), Section 9, Effective Date and Term was revised previously per Amendment 3, updates made to STD213A, Item 2, The Term of this Agreement only to reflect the correct Through End Date.

E. Exhibit B, Budget Detail and Payment Provisions, is hereby revised as part of this amendment, attached hereto and made a part hereof. Section 1 Agreement Amount and Section 2 Budget Detail is changed to show the revised total cost.

F. The reference to the Exhibit C, State of California General Terms and Conditions is hereby changed from GTC-04/2017 to GTC-02/2025.

G. Changes made to the Exhibits in this Amendment were done by replacing the Exhibits in there entirety.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

SLSCO, Ltd.

CONTRACTOR BUSINESS ADDRESS

6702 Broadway

CITY

Galveston

STATE

TX

ZIP

77554

PRINTED NAME OF PERSON SIGNING

Matthew R. Tindall

TITLE

Division Vice President

CONTRACTOR AUTHORIZED SIGNATURE

Matthew R. Tindall

DATE SIGNED

3/3/2025

STANDARD AGREEMENT - AMENDMENT

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AGREEMENT NUMBER 20-CDBGDR17-002	AMENDMENT NUMBER 4	Purchasing Authority Number 2240
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS

651 Bannon Street, Suite 400

CITY

Sacramento

STATE

CA

ZIP

95811

PRINTED NAME OF PERSON SIGNING

Zeeshan Chaity

TITLE

Contract Services Section Chief, SSMII

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Zeeshan Chaity

DATE SIGNED

03/03/25

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

PCC 6106 and SCM Vol. 1, § 5.81.B

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Agreement Amount

The total amount of this Agreement shall not exceed **\$141,633,149.95**.

2. Budget Detail

COST YEARS 1-3 (6/21/21 – 6/21/24)

Per Grant Award (Unit) Cost - Quantities and contract values will vary depending on program conditions and available funds.			
	Quantity	Unit Rate	Total Cost
Initial Home Inspection and Estimate	407	\$1,500.00	\$610,500.00
	28	\$1,800.00	\$50,400.00
Wildfire Prepared Home Designation	0	\$1,800.00	\$0
Labor costs for: Conventional Construction Design-Build, Acquisition Services for Replacement MHU's including Site preparation, Installation, and Construction Management (includes Installation Management)	195	\$28,000.00	\$5,460,000.00
Construction Hard Costs (materials and labor)**	1	\$35,288,523.03	\$35,288,523.03
Interim and Final Inspections	145	\$485.00	\$70,325.00
	93	\$750.00	\$69,750.00
Tier 2 Environmental Review	264	\$1,500.00	\$396,000.00
Tier 2 Environmental Review – Solution 1 or 2 applications within archaeology sensitivity model	9	\$1,600.00	\$14,400.00
Tier 2 Environmental Review - Solution 1 applications outside of Archaeology Sensitivity Model, not in Mobile Home Parks and/or outside original footprint	1	\$2,100.00	\$2,100.00
Tier 2 Environmental Review - Solution 1 applications outside of Archaeology Sensitivity Model, in Mobile Home Parks and/or inside original footprint	25	\$1,300.00	\$32,500.00
Tier 2 Environmental Review – Solution 1 applications relocating to new parcel	4	\$2,900.00	\$11,600.00
Archaeology Sensitivity Model (Butte and Lake)	2	\$21,280.00	\$42,560.00

EXHIBIT B

Section 106 Support	1	\$65,400.00	\$65,400.00
Threatened/Endangered Species Support	1	\$65,400.00	\$65,400.00
Subject Matter Expert Support	362 hours	\$148.50	\$53,757.00
Lead-Based Paint Test and Inspection	1	\$1,000.00	\$1,000.00
Asbestos Test and Inspection	1	\$1,000.00	\$1,000.00
YEARS 1-3 TOTAL COST*			\$42,235,215.03

*This is an all-inclusive contract. HCD will not reimburse for any travel or other direct costs.

**Administrative costs will not be billed against this line item.

COST YEARS 4-6 (6/22/24 – 12/31/27) AND SHALL BE AT THE RATES OUTLINED BELOW.

	Quantity	Unit Rate	Total Cost
Initial Home Inspection and Estimate	800	\$1,800.00	\$1,440,000.00
Wildfire Prepared Home Designation	95	\$1,800.00	\$171,000.00
Labor costs for: Conventional Construction Design-Build, Acquisition Services for Replacement MHU's including Site preparation, Installation, and Construction Management (includes Installation Management)	600	\$29,400.00	\$17,640,000.00
Construction Hard Costs (materials and labor)**	1	\$75,986,591.92	\$75,986,591.92
Interim and Final Inspections	2,400	\$750.00	\$1,800,000.00
Tier 2 Environmental Review – Solution 1 or 2 applications within archaeology sensitivity model	300	\$1,600.00	\$480,000.00
Tier 2 Environmental Review - Solution 1 applications outside of Archaeology Sensitivity Model, not in Mobile Home Parks and/or outside original footprint	200	\$2,100.00	\$420,000.00
Tier 2 Environmental Review - Solution 1 applications outside of Archaeology Sensitivity Model, in Mobile Home Parks and/or inside original footprint	100	\$1,300.00	\$130,000.00
Tier 2 Environmental Review – Solution 1 applications relocating to new parcel	4	\$2,900.00	\$11,600.00
Archaeology Sensitivity Model (Butte and Lake)	0	\$21,280.00	\$0.00

EXHIBIT B

Section 106 Support	0	\$65,400.00	\$0.00
Threatened/Endangered Species Support	0	\$65,400.00	\$0.00
Subject Matter Expert Support	4,638 hours	\$148.50/hr.	\$688,743.00
Lead-Based Paint Test and Inspection	300	\$1,050.00	\$315,000.00
Asbestos Test and Inspection	300	\$1,050.00	\$315,000.00
YEARS 4-6 TOTAL COST*			\$99,397,934.92

*This is an all-inclusive contract. HCD will not reimburse for any travel or other direct costs.

**Administrative costs will not be billed against this line item.

YEARS 7-9 (1/1/2028 – 12/31/30) SHALL BE AT THE RATES OUTLINED BELOW.

Per Grant Award (Unit) Cost - Quantities and contract values will vary depending on program conditions and available funds.	
	Unit Rate
Initial Home Inspection and Estimate	\$1,800.00
Wildfire Prepared Home Designation	\$1,800.00
Labor costs for: Conventional Construction Design-Build, Acquisition Services for Replacement MHU's including Site preparation, Installation, and Construction Management (includes Installation Management)	\$30,900.00
Interim and Final Inspections	\$750.00
Tier 2 Environmental Review – Solution 1 or 2 applications within archaeology sensitivity model	\$1,650.00
Tier 2 Environmental Review - Solution 1 applications outside of Archaeology Sensitivity Model, not in Mobile Home Parks and/or outside original footprint	\$2,100.00
Tier 2 Environmental Review - Solution 1 applications outside of Archaeology Sensitivity Model, in Mobile Home Parks and/or inside original footprint	\$1,300.00
Tier 2 Environmental Review – Solution 1 applications relocating to new parcel	\$2,900.00
Subject Matter Expert Support	\$148.50/hr.
Lead-Based Paint Test and Inspection	\$1,100.00
Asbestos Test and Inspection	\$1,100.00

*This is an all-inclusive contract. HCD will not reimburse for any travel or other direct costs.

EXHIBIT B

3. Invoicing and Payment

- A. Contractor shall invoice on a unit basis or hourly basis, depending on the budget line cost being invoiced and in accordance with the per unit and per hour fees above, with the total of all invoices not to exceed the amounts shown above.
- B. Contractor shall submit invoices in arrears either on a bi-weekly or monthly interval.
- C. For services satisfactorily rendered, and upon receipt and approval of the invoices, HCD agrees to compensate the Contractor the invoiced amount.
- D. Invoices must include this Agreement number and a Purchase Order number. The Purchase Order number will be provided at a later time by the Contract Manager. A handwritten Agreement number is not acceptable.
- E. Invoices Submission for Contracts Managed Through Grants Network:
 - 1) The Contractor must set up an account in the Grants Network system at www.gn.ecivis.com. The program link will be provided after this Agreement is executed.
 - 2) Invoices shall be submitted through the Contractor's Grant Network account and will include all supporting documentation as an upload in the Financial Report (i.e. reimbursement request).
 - 3) Supporting documentation must include:
 - a) Invoice summary which includes:
 - Performance period,
 - Contract number,
 - Purchase Order number, and
 - The total amount being invoiced.
 - b) A clear crosswalk of deliverables/accomplishments for which work is being billed, with a narrative explaining what work was done during the time being billed. Generally, this is shown as a grid with column headings such as: Deliverable, Date, Task, and Description of Services/Deliverable, as appropriate.
 - c) Timesheets, as appropriate.
 - Official timesheets must clearly show the worker's name, hours worked each day and a description of work completed. Generally, this is shown as a grid with column headings such as: Date,

EXHIBIT B

Employee, Description of Work, and Hours. Timesheets must be signed by the employee and their supervisor.

4. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the contract, this Agreement shall be of no further force and effect. In this event, HCD shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement. Work assigned by HCD that is in-process and/or completed by the CM Contractor as of the effective date of any Budget Act amendment will be paid to contractor regardless of the Budget Act updates.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this contract, HCD shall have the option to either cancel this Agreement with no liability occurring to HCD other than as described herein or offer an agreement amendment to Contractor to reflect the reduced amount. Work assigned by HCD that is in-process and/or completed by the CM Contractor will be paid to contractor regardless of the Budget Act updates.

5. Prompt Payment Clause

Payment will be made in accordance with Chapter 4.5 (commencing with Section 927) of Part 3 of Division 3.6 of Title 1 of the Government Code.