

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 21 PAGESAGREEMENT NUMBER
20-CDBGDR17-002AMENDMENT NUMBER
5Purchasing Authority Number
HCD-2240

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

CONTRACTING AGENCY NAME

Department of Housing & 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:

\$ 110,883,150.07 (One Hundred Ten Million, Eight Hundred Eighty-Three Thousand, One Hundred Fifty Dollars and Seven 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. Amendment 1 will reduce the contract amount from \$141,633,149.95 to \$ 110,883,150.07 (total reduction of \$ 30,749,999.88).

B. STD213A, Item 3, The maximum amount of this Agreement has been changed from \$141,633,149.95 to \$ 110,883,150.07

C. 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) have been updated to reflect the revised total cost and adjustments to certain line items in the Budget Detail table.

D. Exhibit D, is hereby revised as part of this amendment, attached hereto and made a part hereof. GenAi Disclosures have been removed.

E. GenAI Information Section 21 from the General Terms and Conditions (GTC 02/2025) is included by reference and hereby made a part of this Agreement. <https://www.dgs.ca.gov/-/media/Divisions/PD/Acquisitions/Solicitation-Document-Attachments/NonIT-General-ProvisionsGoods-DGS-PD-401NITGP-Revised-02202025.pdf>*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 St

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

1/8/2025

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 21 PAGES

AGREEMENT NUMBER 20-CDBGDR17-002	AMENDMENT NUMBER 5	Purchasing Authority Number HCD-2240
-------------------------------------	-----------------------	---

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing & Community Development

CONTRACTING AGENCY ADDRESS

651 Bannon Street, Suite 400

CITY

Sacramento

STATE

CA

ZIP

95811

PRINTED NAME OF PERSON SIGNING

Zeeshan Chaitv

TITLE

Contract Services Section Chief, SSMII

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Zeeshan Chaitv

DATE SIGNED

01/09/26

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 **\$110,883,150.07**.

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

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*			\$42,104,415.03

*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.

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

	Quantity	Unit Rate	Total Cost
Initial Home Inspection and Estimate	550	\$1,800.00	\$990,000.00
Wildfire Prepared Home Designation	30	\$1,800.00	\$54,000.00
Labor costs for: Conventional Construction Design-Build, Acquisition Services for Replacement MHU's including Site preparation, Installation, and Construction Management (includes Installation Management)	350	\$29,400.00	\$10,290,000.00
Construction Hard Costs (materials and labor)**	1	\$54,706,892.04	\$54,706,892.04
Interim and Final Inspections	1,400	\$750.00	\$1,050,000.00
Tier 2 Environmental Review – Solution 1 or 2 applications within archaeology sensitivity model	175	\$1,600.00	\$280,000.00
Tier 2 Environmental Review - Solution 1 applications outside of Archaeology Sensitivity Model, not in Mobile Home Parks and/or outside original footprint	75	\$2,100.00	\$157,500.00
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
Subject Matter Expert Support	4,638 hours	\$148.50/hr	\$688,743.00
Lead-Based Paint Test and Inspection	200	\$1,050.00	\$210,000.00

EXHIBIT B

Asbestos Test and Inspection	200	\$1,050.00	\$210,000.00
YEARS 4-6 TOTAL COST*			\$68,778,735.04

*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.

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.

EXHIBIT B

- 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, 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

EXHIBIT B

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.

EXHIBIT D

HCD ADDITIONAL CONTRACT TERMS AND CONDITIONS

PERSONAL/CONSULTING SERVICES (Rev. 10/28/2020)

1. Interpretation

In the interpretation of this Agreement, any inconsistencies between the State of California General Terms and Conditions (GTC - 04/2017) and the terms of this Agreement and exhibits or attachments shall be resolved in favor of the GTC – 04/2017.

In the event of any conflict between the terms of this Agreement and any exhibits or attachments incorporated by reference into this Agreement including, but not limited to, Contractor's submittal dated October 30, 2020 in response to the RFP 20-CDBGDR17-002 Full-Service CDBG-DR Construction Management and Delivery Services ("RFP")(See Exhibit E), and that certain "Questions and Answers" document for the RFP dated October 9, 2020 (See Exhibit F), the terms of this Agreement shall control.

2. Publications and Reports

A. Unless otherwise provided for in this Agreement, Contractor shall:

- 1) Incorporate any comments or revisions required by HCD into any publication or report and shall not publish any material until it receives final written HCD approval from the Contract Manager.
- 2) Furnish one copy of each publication and report required plus one reproducible original. Any publication or report produced in PDF must be supplied to HCD in an unlocked, Word or Excel format.

B. Illustrations, maps and graphs in summaries and publications and reports shall be developed in a manner which allows the complete illustration to be contained on a single 8-1/2 by 11 page unless specific written approval is given to the contrary.

C. Graphs, illustrations and printed materials shall be printed in a single color throughout each publication unless prior written HCD approval is granted.

D. Contractor's name shall appear only on the cover and title page of publications and reports and summaries. Covers and title pages will read as follows:

DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT
TITLE OF PUBLICATION
BY (CONTRACTOR)

E. HCD retains ownership of and reserves the right to use and reproduce all publications and reports and data produced and delivered pursuant to this Agreement.

EXHIBIT D

- F. If the publication and/or report are prepared by nonemployees of HCD, it shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the report in a separate section of the report (Government Code Section 7550).

3. Progress Reports

Except as otherwise specified, in writing, by HCD, Contractor shall provide a progress report in writing once a month. This progress report shall include, but not be limited to, a statement that the Contractor is or is not on schedule, any pertinent reports or interim findings, and an opportunity to discuss any difficulties or special problems so that remedies can be developed as soon as possible.

4. Presentation

Upon HCD's request, Contractor shall meet with HCD to present any findings, conclusions and recommendations required per this Agreement.

5. Report Delivery

All reports, or other communications except invoices, are to be delivered to the Contract Manager, as outlined in Exhibit A.3.

6. HCD Staff

HCD staff shall be permitted to work side by side with Contractor's staff to the extent and under conditions that may be directed by the Contract Manager. In this regard, HCD staff will be given access to all data, working papers, etc., which Contractor may seek to utilize.

7. Confidentiality of Data and Documents

- A. Contractor will not disclose data or documents or disseminate the contents of the final or any preliminary report without the express prior written permission of the Contract Manager.
- B. Permission to disclose information or documents on one occasion, or public hearings held by HCD relating to the same, shall not authorize Contractor to further disclose such information or documents on any other occasion.
- C. Contractor will not comment publicly to the press or any other media regarding its data or documents, or HCD's actions on the same, except to HCD staff, Contractor's own personnel involved in the performance of this Agreement, or at a public hearing, or in response to questions from a legislative committee.
- D. If requested by HCD, the Contractor shall require each of its employees or officers, who will be involved in the performance of this Agreement, to agree, in

EXHIBIT D

- writing, to the above terms in an HCD approved form. Contractor shall supply HCD with evidence of the employee or officer's signature on the HCD form.
- E. To the extent that HCD has approved the use of subcontractors in this Agreement, Contractor shall include in its agreements with each approved subcontractor the foregoing provisions related to the confidentiality of data and the non-disclosure of the same.
 - F. Contractor may, at its own expense, and upon written approval by the HCD Contract Manager, publish or utilize, 90 days after any data or document submittal to HCD per this Agreement has become a part of the public record and shall include the following legend:

Legal Notice

This report was prepared as an account of work sponsored by HCD but does not necessarily represent the views of HCD or any of its employees except to the extent, if any, that it has formally been approved by HCD. For information regarding any such action, communicate directly with HCD at P.O. Box 952050, Sacramento, California, 94252-2050. Neither HCD nor the State of California, nor any officer or employee thereof, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document, nor does any party represent that use of the data contained herein would not infringe upon privately owned rights.

8. Provisions Relating to Data

- A. "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may be, for example, document research, experimental, developmental or engineering work; or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections, extrapolations of data or information, etc. It may be in machine form, punched cards, magnetic tape, computer printouts, or retained in computer memory.
- B. "Proprietary data" is such data as the Contractor has identified in a satisfactory manner as being under Contractor's control prior to commencement of performance of this Agreement and which has been reasonably demonstrated as being of a proprietary force and effect at the time this Agreement is commenced.
- C. "Generated data" is that data which the Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance

EXHIBIT D

- of this Agreement at HCD's expense, together with complete documentation thereof, shall be treated in the same manner as generated data.
- D. "Deliverable data" is that data which under terms of this Agreement is required to be delivered to HCD, in accordance with the terms of this Agreement. Such data shall be the property of HCD.
 - E. "Generated data" shall be the property of HCD unless and only to the extent that it is specifically provided otherwise herein.
 - F. As to generated data which is reserved to the Contractor by express terms and as to any preexisting or proprietary data which has been utilized to support any premise, postulate or conclusion referred to or expressed in any deliverable hereunder, Contractor shall preserve the same in a form which may be introduced in evidence in a court of competent jurisdiction at Contractor's own expense for a period of not less than three years after acknowledged receipt by HCD of the final report or termination of this Agreement and any and all amendments hereto, or for three years after the conclusion or resolution of any and all audits or litigation relevant to this Agreement, whichever is later.
 - G. Prior to the expiration of such time and before changing the form of or destroying any such data, Contractor shall notify HCD, in writing, of any such contemplated action. HCD may within 30 days after said notification determine whether it desires said data to be further preserved and, if HCD elects, the expense of further preserving said data shall be paid for by HCD. Contractor agrees HCD shall have unrestricted reasonable access to the same during said three-year period and throughout the time during which said data is preserved in accordance with this Agreement, and Contractor agrees to use best efforts to furnish competent witnesses or identify such competent witnesses to testify in any court of law regarding said data.

9. Amendments

Amendments to this Agreement are allowed and shall follow the rules and guidelines outlined in the current State Contracting Manual (SCM) Vol 1, including but not limited to the following:

- A. The time for performance of the tasks and items within the budget may be changed with prior written approval of the Contract Manager. However, the term of this Agreement or contract amount may only be changed by formal amendment mutually agreed by the Parties.
- B. HCD reserves the right to amend this Agreement at any time during this Agreement term, should it become necessary to complete the agreed upon Work outlined in the Original Agreement and upon approval by HCD/DGS. Any such

EXHIBIT D

amendment shall be mutually agreed by the Parties and must be submitted and approved to DGS as an NCB per Section D below.

- C. Dollar amount and timeframe shall be determined based on the procurement method used, as agreed by the Parties. Contractor acknowledges that HCD's ability to negotiate these specific terms may be limited or proscribed as a result of statutes, regulations, or by other restrictions imposed by HCD's governing or control agencies.
- D. No amendment for time, money, and/or scope shall be authorized without an approved NCB Justification by the Department of General Services, Procurement Division (DGS-PD), Dispute Resolution Unit (DRU). Any negotiations of rates, etc. should be at or below the rates already bid.

10. Approval of Product

Each product to be approved under this Agreement shall be approved by the Contract Manager. HCD's determination as to satisfactory work shall be final absent fraud, mistake or arbitrariness.

11. Substitutions

Contractor's key personnel as indicated in its proposal may not be substituted without the Contract Manager's prior written approval. Notice to either party may be given by email as provided in Exhibit A.3. Such notice shall be effective when received as indicated on email. Alternatively, notice may be given by personal delivery by any means whatsoever to the party and such notice shall be deemed effective when delivered.

12. Waiver

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. Failure of HCD to enforce at any time the provisions of this Agreement, or require at any time performance by Contractor of any provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of HCD to enforce said provisions.

13. Agreement is Complete

Other than as specified herein, no document or communication passing between the parties hereto shall be deemed a part of this Agreement.

EXHIBIT D

14. Captions

The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

15. Public Hearings

If public hearings on the subject matter dealt with in this Agreement are held within one year from this Agreement's expiration date, the Contractor shall make available to testify the personnel assigned to this Agreement at the hourly rates specified in the Contractor's proposed budget. HCD will reimburse Contractor for travel of said personnel at the contract rates for such testimony, as may be requested by HCD.

16. Force Majeure

"Force Majeure" is an unforeseeable event outside of a party's reasonable control which prevents or delays performance of that party's obligations under this Agreement. Such event does not include the normal risks a party assumes when it enters a contract. A Force Majeure event is a natural disaster such as an earthquake, flood, hurricane, pandemic, an Act of God, act of war, act of public enemies of this state or of the United States, or other similar event.

Force Majeure also includes actions or measures taken by any governmental authority, including executive orders, public health orders, other governmental orders, laws, regulations, or other government actions taken in response to a "Force Majeure" event, such as a quarantine or other restriction which prevents or delays the performance of a party's obligations under this Agreement.

The party asserting "Force Majeure" must give notice to the other party to this Agreement within ten (10) days of the occurrence of the Force Majeure event, notice to be given in accordance with the notice provisions of this Agreement. Such notice must include a description of the Force Majeure event, how said event has prevented or delayed the party's ability to perform its obligations under this Agreement, a description of reasonable measures the asserting party proposes to take to resume performance of its obligations under this Agreement, and a date by which the party anticipates it will resume performance of its obligations.

17. Permits and Licenses

Contractor shall procure and keep in full force and effect during the term of this Agreement all permits, registrations and licenses necessary to accomplish the work specified in this Agreement and give all notices necessary and incident to the lawful prosecution of the work. Contractor shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State,

EXHIBIT D

and local laws, which in any way affect the conduct of the work of this Agreement. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then the Contractor shall immediately notify HCD in writing.

18. Litigation

HCD, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against HCD or its officers or employees for which the Contractor must provide indemnification (refer to GTC-04/2017) under this Agreement. To the extent permitted by law, HCD shall authorize the Contractor or its insurer to defend such claims, suits, or actions and shall provide it or its insurer, at the Contractor's expense, information and assistance both necessary and available for such defense. The failure of HCD to give such notice, information, authorization or assistance, shall not relieve the Contractor of its indemnification obligations.

The Contractor shall immediately notify HCD of any claim or action against it, which affects or may affect this Agreement, the terms and conditions hereunder, or HCD, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of HCD.

19. Insurance Requirements

A. The Contractor shall not commence performance, on-site at any HCD property, under this Agreement until the Contractor has provided HCD with a certificate of insurance stating that there is liability insurance presently in effect for the Contractor with a Combined Single Limit (CSL) of not less than \$1M per occurrence and the following:

- 1) Commercial General Liability: \$1M per occurrence bodily injury, property damage and products and completed operations, \$2M general aggregate.

The certificate holder should be:

California Department of Housing and Community Development
2020 West El Camino Avenue
Sacramento, CA 95833

- 2) Description of Operations should read:

The certificate of insurance must include the following provision: *The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for HCD under this contract.*

EXHIBIT D

- 3) The Contractor shall provide written notice to HCD within two (2) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.
- 4) Contractor must maintain Worker's Compensation insurance for all employees that are participating in the work contemplated by this Agreement.

20. Severability

If any provision of this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision of this Agreement and remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed to be severable.

21. Disputes

- A. Except as otherwise provided in this Agreement, any dispute arising under or relating to the performance of this Agreement, which is not disposed of by mutual agreement of all parties shall be decided via a two-tier resolution process. First, the parties with a dispute will present their dispute documentation to the Contract Manager for review and resolution. If the dispute cannot be resolved by the Contract Manager, then it will be presented to HCD's Deputy Director or designated Executive staff. The decision of the Deputy Director/Executive staff shall be final, conclusive and binding on both parties.
- B. Contractor shall continue to perform its obligations under this Agreement during any dispute, unless HCD directs otherwise.
- C. In the event of any litigation, proceeding or dispute arising out of this Agreement or the need to interpret any language or provision of this Agreement, California law will apply and California courts will decide all such matters as the exclusive forum for such matters.

22. Suspension or Termination

A. Suspension of Work:

The Director or Acting Director of HCD, or his/her designee, by written order may suspend the work of the Contractor, or any portion thereof, for any period up to ninety (90) days, as the Director or his/his designee may deem necessary and for any reason. Any equitable adjustment shall be made in the delivery schedule or contract price, or both, and this Agreement shall be modified in writing accordingly if the stop work order results in an increase in the time required for, or in the Contractor's cost properly allowable to, the performance of any part of this Agreement. In any event, the final total of additional payments shall not

EXHIBIT D

exceed the sum provided for in this Agreement unless this Agreement is amended in writing in advance.

B. Termination at Option of State:

This Agreement may be terminated at any time, in whole or in part, upon ten (10) calendar day's written notice by HCD, for any reason. Upon receipt of a termination notice, Contractor shall promptly discontinue all services affected unless the notice specifies otherwise.

In the event HCD terminates all or a portion of this Agreement for any reason, it is understood that HCD will provide payment to Contractor for satisfactory services rendered and reasonable expenses incurred prior to the termination of this Agreement, and for reasonable expenses incurred by the Contractor prior to said termination, which are not included in charges for services rendered prior to termination, and which could not by reasonable efforts of Contractor have been avoided, but not in excess of the maximum contract amount.

C. Termination for Default:

Notwithstanding anything to the contrary in this Agreement, In the event of a breach or default in the performance of Contractor hereunder, HCD shall provide Contractor with written notice detailing such alleged breach or default. Contractor shall be afforded a thirty day cure period within which to remedy any alleged deficiencies or defaults in performance. In the event that Contractor fails to cure such breach or default within the thirty day cure period, HCD shall be permitted to terminate this Agreement in whole or in part by written notice to Contractor, and HCD will provide payment to Contractor according to the Budget Detail and Payment Provisions contained in Exhibit B for satisfactory services rendered and reasonable expenses incurred prior to the termination of this Agreement, and for reasonable expenses incurred by the Contractor prior to said termination, which are not included in charges for services rendered prior to termination, and which could not by reasonable efforts of Contractor have been avoided, but not in excess of the maximum contract amount. Upon receipt of any notice terminating this Agreement in whole or in part, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise); and (2) deliver to HCD's Contract Manager all data, reports, summaries, and such other information and materials as may have been accumulated or generated by the Contractor in performing under this Agreement, whether completed or in progress.

D. Termination Due to Bankruptcy:

In the event proceedings in bankruptcy are commenced by or against the Contractor, or the Contractor is adjudged bankrupt or a receiver is appointed, the Contractor shall notify HCD immediately in writing and HCD may terminate this

EXHIBIT D

Agreement and all further rights and obligations by giving three (3) days' notice in writing in the manner specified herein.

E. Convenience:

If HCD determines that Contractor fails to cure an alleged breach after receipt of a notice of alleged breach per Section 22.C., and after HCD submits a notice of termination for failure to fulfill contract obligations, it is later determined that the Contractor had not so failed or breached its obligations, the termination shall be deemed to have been made for the convenience of HCD.

F. Cumulative Remedies:

The rights and remedies of HCD provided in this Agreement are in addition to any other rights and remedies provided by law.

G. Completion:

In the event of termination for default, HCD reserves the right to take over and complete the work by contract or other means. In such case, Contractor is liable to HCD for any additional costs incurred by HCD to complete the work.

H. Threats to HCD employee(s):

Contractor agrees to be fully responsible to HCD for the acts and omissions of Contractor's subcontractors and any other persons directly or indirectly employed by Contractor or any of its subcontractors. Note: The word 'acts' in the preceding sentence includes any threat, whether real, implied, apparent or perceived, made to an employee of the State of California. Any such threat will be grounds, in HCD's discretion, to terminate this contract."

23. Public Contract Code

The Contractor is advised that provisions of Public Contract Code Sections 10335 through 10381 pertaining to the duties, obligations and rights of a consultant service contractor are applicable to this Agreement.

24. Evaluation of Contractor's Performance (STD 4 - Contract/Contractor Evaluation)

The Contractor's performance under this Agreement will be evaluated by HCD upon completion of this Agreement. A copy of the written evaluation will be maintained in this Agreement's contract file and may be submitted to the Department of General Services, Office of Legal Services.

25. Priority Hiring Considerations for Contracts Exceeding \$200,000.00

EXHIBIT D

If this Agreement includes services in excess of \$200,000.00, the Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200, in accordance with Public Contract Code §10353.

26. Potential Subcontractors

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between HCD and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. Contractor agrees to be fully responsible to HCD for the acts and omissions of its subcontractors and persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.
- B. No work shall be subcontracted without the prior written approval of HCD. Upon the termination of any subcontract, HCD shall be notified immediately. Any subcontract shall include all the relevant terms and conditions of this Agreement and its attachments in addition to any other relevant terms and conditions.
- C. Contractor's obligation to pay its subcontractors is an independent obligation from HCD's obligation to make payments to the Contractor. As a result, HCD shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor. Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with any governmental entity.
- D. When subcontractors are used, HCD will pay the Contractor who, in turn, will be responsible for paying the subcontractor directly. Subcontractor fees and costs are included in the "total" price of this Agreement.
- E. If subcontractor(s) fails to execute a portion of the work in a satisfactory manner, the Contractor shall immediately remove the subcontractor upon written request from the Contract Manager, but only if such breach of subcontractor has not been cured within a period of ten (10) days after receipt of a formal notice of alleged breach. Said subcontractor may not be employed for another portion of this Agreement without prior notification and written approval from the Contract Manager. The Contract Manager will not entertain requests to arbitrate disputes between the Contractor and subcontractor concerning performance of their contract duties.
- F. Contractor shall not substitute a subcontractor in place of another without prior notification and written approval from the Contract Manager. All requests to substitute a subcontractor must be submitted in writing to the Contract Manager, along with documentation to support the substitution.

EXHIBIT D

27. Disabled Veteran Business Enterprises (DVBE)

If Contractor has committed to achieve a DVBE participation goal in Contractor's accepted bid or offer, in this Agreement, or if DVBE participation requirements were stated in the solicitation as an applicable condition for qualifying as a responsive bidder:

- A. Contractor must comply with all rules, regulations, ordinances, and statutes that apply to the California DVBE Program established in Military and Veterans Code Section 999, including, but not limited to, the requirements of Military and Veterans Code Section 999.5(d).
- B. Per Military and Veterans Code Section 999.5(g), Contractor must use the DVBE subcontractors and suppliers proposed in the accepted bid or offer unless (1) a substitution is requested in writing and (2) before commencing work under this Agreement, the proposed replacement is approved by HCD and the Department of General Services. Absent exceptional circumstances, a DVBE subcontractor or supplier may only be replaced by another DVBE subcontractor or supplier. (Cal. Code Regs., Tit. 2, § 1896.73.) All changes to the amount or scope of work under this Agreement that will impact the comparative percentage of individual or overall DVBE participation must be authorized by an amendment to this Agreement.

Failure of Contractor to obtain approval before making a DVBE substitution under this Agreement, or failure to maintain the DVBE participation level identified in the bid or offer, this Agreement, or the solicitation, as applicable, may be cause for termination of this Agreement, recovery of damages under rights and remedies due the State of California, and penalties as outlined in Military and Veterans Code Section 999.9 and Public Contract Code Section 10115.10.

- C. Upon completion of work under this Agreement and submittal of the final invoice, Contractor must submit to the Contract Manager a complete and accurate Prime Contractor's Certification – DVBE Subcontracting Report form (STD 817). Upon HCD's request, Contractor must, no later than 30 calendar days after the date on which the request is sent, submit satisfactory proof that Contractor has made all payments owed to each participating DVBE subcontractor or supplier that are not legitimately disputed.

If Contractor fails to timely comply with the preceding requirements of this paragraph (C), HCD will send Contractor a notice to cure and will withhold \$10,000 from the final payment, or the full amount of the final payment if less than \$10,000, until Contractor cures the defect. If Contractor does not cure the defect on or before a final date to be specified in the notice to cure, HCD will disapprove the withheld amount and permanently deduct it from the final payment to Contractor. The final date shall be in HCD's sole discretion but shall be no sooner than 15 calendar days and no later than 30 calendar days after the date on which the notice is sent.

EXHIBIT D

- D. If a request for proof of payment or notice to cure under paragraph (C) is only sent by a method other than email, facsimile, or same day delivery, Contractor shall have the additional time to comply specified for the comparable delivery service in Code of Civil Procedure Section 1013.
- E. The terms and conditions of this section supplement, and are not supplanted by, the terms and conditions relating to DVBE participation requirements in the State of California General Terms and Conditions (GTC - 04/2017).

28. Conflict of Interest Clause

A. Purpose

The purpose of this clause is to ensure that the Contractor (1) is not biased, or in any way appear to be biased, in the performance of its duties under this Agreement due to any financial, contractual, organizational, or other interests or relationships relating to the nature of the work it is performing under this Agreement, (2) does not receive any improper gain or financial or other benefits as a result of performing the work required by this Agreement, and (3) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this Agreement.

B. Conflicts of Interest

Contractor represents, warrants, and covenants to HCD as follows:

- 1) No Current or Prior Conflicts of Interest. Contractor has no business, professional, personal, or other interests or relationships, including but not limited to, the representation of current or prior clients that would conflict in any manner or degree with the performance of Contractor's obligations under this Agreement.
- 2) Prohibition on Conflicts. Neither the Contractor, nor its staff or agents, will engage in conduct that would constitute a conflict of interest, whether actual, potential, or perceived, during the term of this Agreement.
- 3) Notice of Conflict. If any actual or potential conflict of interest arises under this Agreement, Contractor shall immediately inform HCD in writing of such conflict and HCD shall be entitled to exercise its rights and remedies under subsection (4) below.
- 4) Termination for Material Conflict. If in the sole and absolute discretion of HCD a material conflict of interest exists that in HCD's opinion would negatively impact or call into question the performance of Contractor's duties under this Agreement, or that would give rise to the appearance of a material conflict of interest on the part of Contractor, HCD may elect to

EXHIBIT D

terminate this Agreement upon written notice to Contractor. Such termination shall be effective upon the receipt of such notice by Contractor.

29. Americans with Disabilities Act and Section 508 of the Rehabilitation Act

- A. Contractor, by signature hereto, certifies that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101 et seq.), which, among other things, prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- B. Contractor is responsible for ensuring all products and services provided to HCD pursuant to this Agreement, including hosting services for electronic content, meet the accessibility requirements of the refreshed Section 508 of the Rehabilitation Act (29 U.S.C. § 794d) and all the applicable provisions of the Information and Communication Technology (ICT) Standards and Guidelines. These standards incorporate by reference all of the requirements of Web Content Accessibility Guidelines 2.0 AA success criteria. HCD reserves the right to ask for proof of conformance or to perform testing on any solution to verify conformance.
- C. Contractor shall ensure that all deliverables provided by Contractor pursuant to this Agreement that will be posted to HCD's website or will be viewed and/or utilized by persons either within or outside HCD, comply with all of the laws, standards and guidelines referenced in the preceding paragraph. In the event any deliverables provided by Contractor under this Agreement require remediation in order to comply with all of the laws, standards and guidelines referenced in the preceding paragraph, all costs for such remediation shall be borne by Contractor.

30. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT D

31. State Contract Manual Requirements (Section 3.11, Federally Funded Contracts (Rev. 3/03):
- A. All contracts, except for State construction projects that are funded in whole or in part by the Federal government, must contain a thirty (30)-day cancellation clause and the following provisions:
 - 1) It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
 - 2) This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the purpose of this Program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
 - 3) The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
 - 4) The Department has the option to invalidate the contract under the thirty (30)-day cancellation clause or to amend the contract to reflect any reduction in funds.
 - B. Exemptions from provisions A.1 through A.4 above may be granted by the Department of Finance provided that the director of the State agency can certify in writing that Federal funds are available for the term of the contract.
 - C. Gov. Code § 8546.4(e) provides that State agencies receiving Federal funds shall be primarily responsible for arranging for Federally required financial and compliance audits, and shall immediately notify the Director of Finance, the State Auditor, and the State Controller when they are required to obtain Federally required financial and compliance audits.
32. Background Checks for Access to Sensitive Information (H&S Code, § 50405.5)
- A. Contractor certifies that none of Contractor's employees, contractors, agents, subcontractors (together, "personnel"), or substitute personnel will receive or otherwise have access to any non-anonymized confidential information, personally identifiable information, personal health information, or financial information owned, controlled, or provided by HCD, or generated or delivered to

EXHIBIT D

HCD in the performance of this Agreement (together, “sensitive information”), until Contractor:

- 1) Performs a criminal background check as specified in paragraph (B).
 - 2) Reviews the criminal background check and determines that granting the personnel access to sensitive information will not pose a threat to the public interest or integrity or effectiveness of HCD’s mission.
- B. Contractor will perform one of the following federal and state criminal background checks on personnel who will have access to sensitive information:
- 1) A live scan criminal background check through an approved live scan fingerprinting service provider that includes summary criminal history information from the Federal Bureau of Investigation and California Department of Justice.
 - 2) In limited circumstances, if personnel are unable to timely access a live scan facility or mobile live scan provider, HCD may, in its sole discretion, authorize Contractor to perform a criminal background check via submission of two (2) FD-258, Applicant Cards (Hard Cards).
- C. Background check records will be maintained by the Contractor in accordance with Exhibit C, General Terms and Conditions, Section 4, “Audit” and are subject to audit by HCD. When requested by HCD, background check records will be furnished by the Contractor within twenty-four (24) hours. Contractor will provide any additional detail about a background check that HCD deems necessary.
- D. HCD may, in its sole discretion, revoke or deny clearance for any of Contractor’s personnel to review sensitive information.
- E. Contractor will bear all fees and costs associated with obtaining and maintaining clearance for any individual required to undergo a criminal background check under this section.
- F. Failure to comply with this section is grounds for contract termination.
- G. The requirements of this section apply to any services contract, interagency agreement, or public entity agreement entered into, amended, or renewed on or after January 1, 2024.