



AGREEMENT NUMBER 16-NDR-11631
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
 CONTRACTOR'S NAME
The Beck Group, Inc. dba Beck Group Forest Products Consulting, Inc.
- The term of this Agreement is: **Upon DGS Approval through January 30, 2019**
- The maximum amount of this Agreement is: **\$ 172,755.00**
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A -	Authority, Purpose and Scope of Work	10	page(s)
Exhibit B -	Budget Detail and Payment Provisions	2	page(s)
Exhibit C -	State of California General Terms and Conditions*	GTC - 04/2017	
Exhibit D -	HCD Additional Contract Terms	9	page(s)
Exhibit E -	CDBG-NDR Terms and Conditions	4	page(s)
Attachment A -	Resumes	5	page(s)

TOTAL NUMBER OF PAGES ATTACHED: 30 page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) The Beck Group, Inc. dba Beck Group Forest Products Consulting, Inc.		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 2/22/18	<div style="border: 2px solid blue; padding: 5px; text-align: center;"> APPROVED MAR 22 2018 </div> OFFICE OF LEGAL SERVICES DEPT. OF GENERAL SERVICES
PRINTED NAME AND TITLE OF PERSON SIGNING Roy C. Anderson, VICE PRESIDENT		
ADDRESS 13500 SW 72nd Avenue, Suite 250, Portland, OR 97223-8013		
STATE OF CALIFORNIA		
AGENCY NAME Department of Housing and Community Development		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 3/8/18	
PRINTED NAME AND TITLE OF PERSON SIGNING Synthia Rhinehart, Contracts Office Manager Business and Contract Services Branch		
ADDRESS 2020 West El Camino Avenue, Suite 330, Sacramento, CA 95833		

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. The Beck Group, Inc. dba Beck Group Forest Products Consulting, Inc., hereafter referred to as the (“Contractor” or “BECK”), agrees to provide to the Department of Housing and Community Development, hereafter referred to as (“HCD” or “Department”), the services (“Work”) as described herein. Work will be paid for with Community Development Block Grant National Disaster Resilience (“CDBG-NDR”) federal funding awarded by the United States Department of Housing and Urban Development (“HUD”) through the National Disaster Resilience Completion (“NDRC”).

In November of 2015, HCD submitted an application for funding under NDRC and was awarded approximately seventy million dollars to implement the Community and Watershed Resilience Program (“Program”) consisting of three project activities in Tuolumne County for resilient recovery from the Rim Fire, a federally declared disaster. The Program and its associated activities will assist in community recovery efforts and building resiliency for future disaster events. HCD coordinated the design of the Program and its three activities with 10 different local, state and federal contributors (“Core Team”). Some members of the Core Team will continue to provide guidance and support in the grant implementation processes for the Program and associated project activities. HCD is responsible to HUD for grant administration and ensuring program and activity compliance with federal laws and regulations associated with NDRC funding. HUD requires each project to have an initial feasibility analysis done prior to providing implementation funding. Contractor shall provide planning studies to assist HCD in determining the feasibility of Biomass Utilization Facility activities.

2. Work shall be provided during hours of 8:00 am to 5:00 pm, Monday through Friday, excluding State observed holidays, as applicable.
3. The Representatives during the term of this Agreement will be:

Department of Housing and Community Development	The Beck Group, Inc.
Section/Unit: DFA/Contract Management	Section/Unit: N/A
*Contract Manager: Patrick Talbott	Project Manager: Roy Anderson
Address: 2020 West El Camino Avenue, Suite 400	Address: 13500 S.W. 72 nd Ave., Suite 250
Sacramento, CA 95833	Portland, OR 97223
Phone: (916) 263-2297	Phone: (503) 684-3406
Email: Patrick.talbott@hcd.ca.gov	Email: Roya@beckgroupconsulting.com

**HCD shall have the right to change the Contract Manager from time to time throughout the term of this Agreement. Such change shall not require the consent of Contractor. HCD shall notify Contractor in writing of the name of the new Contract Manager within 30 days of his or her*

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appointment to such position. Such written notice shall constitute an amendment to this Agreement.

4. **Specifications and Detailed Description of Work**

Timelines presented for each Activity listed below is contingent upon the date of contract execution and a notice to proceed provided by HCD.

Contractor shall provide a Feedstock Assessment and Economic Feasibility Analysis Report. Efforts will include but are not limited to the following milestones:

A. **Milestone 1- Project Kick-off Meeting**

Prior to any project related work, the Contractor will convene a kick-off meeting with the Core Team to allow for introductions and establishment of working relationships among Contractor team and Sierra Nevada Conservancy (“SNC”) and HCD staff. Additionally, the meeting is expected to include review and confirmation of the scope of work tasks and review and confirmation of the Contractor's approach to completing the work. The meeting will be scheduled and located at a time and place to be determined, but which is most convenient to all parties. Patrick Koepele of Tuolumne River Trust (“TRT”) will led the scheduling and meeting venue identification process.

B. **Milestone 2 – Initial Public Engagement**

Development of the final report must include public engagement, elements that confer social cohesion, and opportunities to integrate with the CRC site(s) or other load centers with need clean electricity, heating, and cooling, without competing with existing biomass facilities. Additionally, Public, stakeholder, and Core Team engagement must be a documented part of the report development and included in the final recommendations put forward based on the findings.

Given emphasis on the need for the Contractor to engage key constituencies including the public, stakeholders, and the Core Team, we have elected to include in our proposal a public engagement effort, which will be led by TRT, a local conservation organization with a strong network of local stakeholders and citizens.

Specifically, TRT will lead a public engagement effort at the outset of the study aimed at:

- 1) Informing the public that the Contractor was selected to complete the studies.
- 2) Informing the public about the objectives of the study and the methodology that the Contractor plans to employ.
- 3) Gathering feedback and input on the public related to concerns and any ideas that may come forward regarding possible sites, possible business opportunities, possible untapped resources for completing the study, etc.

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- 4) An experienced facilitator will lead the meeting and a recorder will be on hand to fully document and summarize the feedback received.
- 5) The Contractor plans to host two initial public meetings to reduce the burden to public engagement. The meetings will be at locations and times to be determined.
- 6) The meeting notice will be publicized in local newspaper and radio and through social media.

C. **Milestone 3 – Feedstock Supply Study**

Chris Trott is the Contractor team member that will lead the supply study data collection and analysis. BECK will assist in the analysis and will compile and document the results, methodology, conclusions, and recommendations in a written report (“Supply Study”).

The key objectives of the feedstock supply study will be to identify the volume of biomass feedstock available to a BUF on an annual basis and to estimate of the amount of biomass feedstock available at various price points (i.e., a supply cost curve). Importantly, the feedstock supply estimate will be categorized by type (i.e., fuel from high hazard zones will be a priority, but also included will be other sources including logging residue, mill residue, ag. residue, urban wood waste, etc.). Also, the supply estimate will be the annual biomass feedstock amount judged to be practically available (i.e., the supply available after accounting for demand by other existing or planned users and for constraints related to costs, logistics, or technical challenges).

The specific tasks to be completed during the Supply Study and the associated methodologies and technologies that will be used are described as follows:

- 1) Supply Estimate – The Contractor will use a combination of historic harvest data, standing timber inventory data (sourced from the U.S. Forest Service Inventory and Analysis database), and interviews with key stakeholders (e.g., landowners, forest products manufacturers, logging & trucking contractors, etc.) to estimate the historical annual production of biomass feedstocks (e.g., logs, logging slash, mill residues, ag residues, etc.).
- 2) Types of Supply – The focus will be on forest derived biomass, but other sources will be considered, and the volume estimates will be categorized by type. Additionally, the supply volume will be categorized by landowner type (e.g., federal, state, local, private, etc.). The estimates will be provided on a Bone Dry Ton (BDT) basis. BDT’s are a measurement unit common on forest biomass in which the dry weight of a material (i.e., weight without included water) is calculated. The distinction between green (weight with water included) and dry is important for biomass because the amount of moisture affects transportation costs and the combustion efficiency of the biomass material. These “extra” sources of feedstock may prove valuable if they allow the size of a facility(ies) to increase to a level that creates an economy of scale such that the business is cost competitive with other entities currently operating in a given business sector.

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- 3) Supply from High Hazard Zones – An area of emphasis for the Contractor will be identifying the volume of feedstock that can be sourced from Tier 1 and Tier 2 High Hazard Zones per the State Tree Mortality Task Force over the next five years. Given the size and location of the High Hazard Zones the standing volumes of live and dead timber in those zones and likely management prescriptions for restoring those zones, the Contractor will estimate the realistically annually available volume. Of special concern for feedstock sourced from these areas are issues such as:
 - a) Chain-of-custody requirements for documenting its use in BioRAM or BioMAT contracts; and
 - b) How decay and degrade may affect the utility of these feedstocks for use in various technologies.
- 4) Feedstock Specification – For each unique feedstock type identified, the Contractor will describe key characteristics such as size, piece geometry, moisture content, typical utilization options for each type, seasonality issues associated with feedstock availability, and the types of equipment needed for gathering, processing, and collecting the material.
- 5) Supply Area - The economic haul radius varies among biomass feedstocks due to factors such as costs associated with gathering and processing the material, differences in the inherent market value of different materials, and the value of the products that can be produced from the material. Therefore, the Contractor will specify the economic haul radius (i.e., supply area) by feedstock type.
- 6) Risk Assessment - The Contractor will complete a risk assessment of feedstock availability as impacted by local, state, and federal policies. Additionally, the Contractor will consider agency budgetary constraints that may limit feedstock availability. This process will include a review of current and anticipated management policies as well as interviews with government agency representatives, industry members, environmental groups and others with insights into potential management policies. The Contractor will use the information gathered during this process to create a scoring system for estimating the risk associated with any material that is practically available, but which cannot be harvested because of policy or fiscal constraints.
- 7) Existing Demand – The Contractor will compile a listing of existing and planned facilities that utilize various types of biomass feedstocks and their estimated annual fiber usage. The analysis will rely on a combination of the Contractor’s experience and knowledge; a database of existing forest products conversion facilities maintained by the Contractor; and the Contractor’s network of industry contacts. The estimates will account for differences between incoming feedstock and

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finished products (i.e., yield or recovery) and for facility operating rates (e.g., 1 shift versus 2 shifts).

- 8) *Delivered Cost Forecast* – The Contractor will develop a five year biomass feedstock supply cost curve. The supply cost curve will denote material types and the costs will be expressed on a \$/BDT basis delivered to a specific point. The supply cost curve will be developed as follows: For materials not currently utilized (i.e., no existing market value) the delivered cost will be “built-up” of the costs associated with harvesting, processing, and transporting the material. For other feedstocks that are currently being utilized, the estimated delivered cost will be estimated based on consistency with historical trends in California. The historical costs will be estimated based on prices reported in industry trade publication (e.g., North American Wood Fiber Review) and from Contractor’s experience, knowledge, and past work.
- 9) *Documentation* – The Contractor will document in a written report all results, conclusions, and recommendations arising from the Supply Study. This process will involve the Contractor first developing a draft version of the feedstock supply report. The draft version will be provided to SNC and HCD along with a teleconference meeting to discuss preliminary results. SNC and HCD will then be expected to provide feedback on the draft version of the feedstock supply report. The Contractor will then incorporate the feedback from SNC and HCD into a final version of the feedstock supply report.

D. **Milestone 4 – Mid-way Presentation**

Following completion of the final feedstock supply report, the Contractor will assist SNC and HCD in presenting the results of the Supply Study to the public along with initial findings from Milestone 5, below, as agreed upon with SNC and HCD. The Contractor will lead a public engagement effort to deliver the results of the report to the public by:

- 1) Identifying a meeting venue and schedule a meeting date. Contractor will work with SNC and HCD to create the format of the meeting. This may include combining the presentation with other CDBG-NDR events or at a regularly scheduled Tuolumne County Board of Supervisors Natural Resources Committee meeting.
- 2) Developing publicly available project summary support information (e.g., PowerPoint and feedstock supply report summary document).
- 3) Soliciting feedback from the public on the results of the study. Contractor will compose a brief summary of feedback and comments received from the public on the mid-way presentation for SNC and HCD review.

SNC and HCD may record this presentation and use it to inform stakeholders during a webinar or other event and may compile a list of questions regarding the supply study and mid-way presentation. The Contractor will provide responses to technical questions from this list to support SNC and HCD in responding to stakeholders.

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E. Milestone 5 – Economic Feasibility Analysis

Given the results of the Supply Study, the Contractor will complete an Economic Feasibility Analysis for new forest products business opportunities; expansion of existing operations; or value-added opportunities at existing operations. The analysis will be led by BECK (Roy Anderson) with support from CSPC (Bill Carlson) and CT Bioenergy (Chris Trott). BECK will compile and document the results, methodology, conclusions, and recommendations in a written report.

The specific tasks to be completed during the Economic Feasibility Analysis and the associated methodologies and technologies that will be used are described as follows:

- 1) Literature Review – The Contractor will review prior work aimed at identifying feasible value-added wood product businesses identified for the region including the team’s own project files from the CAWBIOM study and the CALFIRE Dead Tree Utilization study. Studies completed by others will be reviewed and considered as well. The outcome of the literature review will be the identification of a group of selected business opportunities that have been judged to represent the most viable options for wood products business opportunities.
- 2) Interviews – The Contractor will use the UC Wood Utilization Group database of existing, planned, inactive, and closed biomass utilization facilities in the state including both value-added wood products and bioenergy facilities in its own list of contacts to identify and interview a minimum of 10 and up to 20 representative of the types of businesses that have been judged to be the most viable options for business development. The objective of the interviews will be to identify and document the challenges, strategies, and lessons learned from their experience. The interviews will be conducted through a combination of in-person visits, phone calls, and email. The Contractor will develop an interview script to assure that the information collected in each interview is consistent with the others.
- 3) Ranked List of Business Opportunities – Given the results of the Literature Review and the Interviews, the Contractor will develop a suite of possible business opportunities (both stand alone and co-located) that will be subjected to a screening process, which will result in a ranked list of business opportunities. The screening process will be completed as follows:
 - a) Building on BECK’s prior business/technology screening work in the CAWBIOM, CALFIRE Dead Tree Utilization, and The Klamath Tribe studies, the Contractor will develop a list of screening criteria and associated scoring system. The criteria will be specific to the circumstances in Tuolumne County and are expected to include, but not be limited to, factors such as: scale of the business; opportunities for co-location; market attractiveness, state of the technology (i.e., commercially proven); level of capital investment; opportunities for mobile facilities; opportunities for modular facilities (i.e., ability to increase scale of business over time);

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economic impact and job creation; degree of difficulty in obtaining required permits; level of disruption/conflict with existing businesses; level of public support; and length of business development cycle. The Contractor will engage SNC and HCD in the development of the screening tool and seek feedback on the screening results.

- 4) Financial Analysis – For up to 2 stand-alone business scenarios and 1 multi-facility business scenario on single site, the Contractor will complete a financial analysis to include: identification of a priority area(s); estimation of typical site improvement needs based on design/technology of the proposed scenario and capital cost requirements; estimation of other capital costs (e.g., equipment, installation, project management, financing, working inventory, etc. based on a mix of new, used and new, and used equipment options); estimation of operating costs (note BECK will utilize its database of industry benchmarking information from various industry sectors to develop accurate estimates of costs such as raw material, labor, power, repairs, supplies, drying, utilities, general and administrative, etc.); identification of sales value of the products produced; and identification of and accounting for the yield factor associated with converting raw material into finished products. In addition to BECK’s industry benchmarking data, the Contractor will complete interviews of industry members, equipment vendors, and other Contractor contacts to validate financial modeling information and provide an estimate of expected timeframe needed to construct and make potential businesses operational. In the case the of a multi-facility site, the analysis will consider benefits such as shared costs.
- 5) Business Impact – The Contractor will assess the annual raw material requirements and the associated impact on the ability of forest managers in the region to carry out forest maintenance activities, the number of associated jobs, and any education programs that might be needed to assist in development and operation of the businesses. For example, the expected annual acres treated and the expected cost (or revenue) associate with the management treatments.
- 6) Alternative Investment Opportunities – Given the business opportunities considered and associated financial analysis, the Contractor will evaluate:
 - a) The need or opportunity for upgrading rail and transportation infrastructure to reduce the cost of raw material and finished product transportation.
 - b) Opportunities for the business option to expand or “piggy-back” on existing businesses in Tuolumne County.
 - c) Identify potential public and private funding mechanisms to assist in developing the business options considered in the study.
 - d) Provide overview of opportunities and challenges (e.g. logistical, regulatory, and operational issues) associated with incorporating municipal

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solid waste or other feedstocks to complement woody biomass in a biomass utilization facility

- 7) *Development Recommendations* – Based on the combine results of the Supply Study and the Economic Feasibility Analysis, the Contractor will develop a detailed list of recommendations including, but not limited to:
- a) Business specific improvements needed at the site(s) (e.g. site leveling; transportation related; utilities related; space/storage related; etc.);
 - b) Regional infrastructure needs (e.g. rail access; transportation network; workforce training, logging/trucking capacity, etc.);
 - c) Project financing recommendations; and
 - d) Regional forest management capacity (i.e., estimates of staffing levels needed to plan for and administer forest maintenance treatments).
- 8) *Documentation* – The Contractor will document in a written report (the “Economic Feasibility Study Report”) all results, conclusions, and recommendations arising from the Economic Feasibility Analysis. Note this will include documentation of the Literature Review, Interviews, Screening and Ranking of Business Opportunities, and Financial Analysis. This process will involve the Contractor first developing a draft version of the Economic Feasibility Report. The draft version will be provided to SNC and HCD along with a teleconference meeting to discuss the preliminary results. SNC and HCD will then be expected to provide feedback on the draft version of the Economic Feasibility Report. The Contractor will then incorporate the feedback from SNC and HCD into a final version of the Economic Feasibility Report.

F. **Milestone 6 – Final Public Outreach**

The Contractor will convene a final public meeting that will be led by Patrick Koepele of the TRT. The objective of the meeting will be to convey the study results to the public. Accordingly, the Contractor will:

- 1) Identify a meeting venue and schedule a meeting date; in conjunction with HCD;
- 2) Develop an agenda for the meeting;
- 3) Develop publicly available project summary support information (e.g., PowerPoint and Project Summary Document);
- 4) Provide public notices and promotion of the meeting via local newspaper, radio, and social media; and

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- 5) In conjunction with HCD, develop and distribute a press release and schedule interviews between the appropriate Contractor members and local and regional press (e.g., The Union Democrat, Mymotherlode.com, Sacramento Bee, etc.).

SNC and HCD may record this presentation and use it to inform stakeholders during a webinar or other event and may compile a single list of questions regarding the final presentation. The Contractor will provide responses to technical questions from this list to support SNC and HCD in responding to stakeholders.

G. Site/Meeting Visits

The project team plans to make 4 site/meeting visits during the course of the study. These include a meeting visit to a venue to be determined to attend the project kick-off meeting and the two initial public outreach meetings; a second visit to complete interviews and conduct preliminary review of possible sites; a third visit for project mid-point review meeting with the SNC and HCD and/or the Core Team, present mid-way study results to the public, and for a more detailed assessment of potential development sites; and a fourth meeting for delivery of final project results to Core Team and the public. A travel allowance has been included in the project cost.

5. Performance Requirements/Milestones and Penalties

- A. Per Federal Register Notice FR-5936-N-01, all Agreements which are paid for with NDR funding must have performance milestones and penalties. The performance milestones listed below are only for key components of the Work, therefore do not reflect all Work and deliverables listed above.
- B. The following are the performance milestones included in this Agreement:
 - 1) Contractor staff shall meet in person or via conference call at least quarterly with SNC and HCD staff during the term of the Agreement.
 - 2) Prior to any project related work and within one month after DGS Approval of this Agreement, the Contractor shall convene a kick-off meeting with SNC and HCD to allow for introductions and establishment of working relationships among Contractor staff and Core Team members as detailed in 5.A, above.
 - 3) Within two months after DGS Approval of this Agreement, Contractor staff shall begin initial public engagement by hosting two public meetings in Tuolumne County as described in 5.B, above.
 - 4) Within five months after DGS Approval of this Agreement, Contractor shall provide a draft Supply Study report as described in 5.C, above to HCD and SNC for review and comment.
 - 5) Within one month of receiving comments and feedback from HCD and SNC, Contractor shall provide a final feedstock analysis report and assist with presentation of report to the public as described in 4.C, above on a date to be agreed upon with SNC and HCD.

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- 6) Within eight months after DGS Approval of this Agreement, Contractor shall provide HCD and SNC with a draft Economic Feasibility Report, as described in 4.E, above for review and comment.
 - 7) Within two months of receiving comments and feedback from HCD and SNC, Contractor shall provide HCD and SNC a final version of the Economic Feasibility report.
 - 8) Within twelve months after DGS Approval of this Agreement, Contractor shall convene a final public meeting to convey the study results to the public as detailed in section 5.F, above.
- C. HCD reserves the right to withhold ten percent of Contractor's payment amount if any of the performance milestones listed above are not reached. Such retained amount shall be withheld until Contractor documents to the satisfaction of HCD that they have come into compliance with the performance milestones. Contractor shall be excused from the performance obligations of Section 5.B above, to the extent that Contractor's non-compliance of a given performance milestone is the result of HCD's failure to timely perform under this Agreement and such failure prevented Contractor from timely satisfying the applicable performance milestone.

6. Effective Date and Term

- A. This Agreement is effective upon approval by the California Department of General Services (DGS). The termination date of this Agreement is January 31, 2019 with the option for HCD to extend the term for one additional year using the same hourly consulting rates listed in Exhibit B. No services shall be provided before approval by DGS or after the termination date.
- B. HCD reserves the right to amend this Agreement at any time during the term of the Agreement, or extend the term of the Agreement for up to an additional year, should it become necessary to complete the agreed upon Work and upon approval by DGS.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Agreement Amount

The total amount of this Agreement shall not exceed **\$172,755**.

2. Budget Breakdown

Lead Contractor Staff	Hours	Hourly Rate	Sub-Total
Roy Anderson, Vice President, Beck Group	675	\$145	\$97,875
Subcontractors Staff	Hours	Hourly Rate	Sub-Total
Bill Carlson, Principal, CSPC	124	\$175	\$21,700
Chris Trott, Principal, CT Bioenergy	204	\$120	\$24,480
Patrick Koepfle, Executive Director, TRT	180	\$120	\$21,600
Additional Costs			
Travel – 4 trips/site visits during study*			\$7,100
TOTAL STUDY FIXED PRICE			\$172,755

* Travel expenses not to exceed rates specified by the California Department of Human Resources (CalHR).
<http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>

3. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the Funds Request with invoices and required supporting documentation of time and materials, HCD agrees to compensate the Contractor the invoiced amount.
- B. Invoices must include the Agreement number (handwritten Agreement number is not acceptable). Invoices and Funds Request may be submitted electronically as attachments to e-mail for review and initial processing. Request for payment shall not be submitted more frequently than monthly, in arrears, to:

Department of Housing & Community Development
 2020 West El Camino Avenue, Suite 400
 Sacramento, CA 95833
Attn: Patrick Talbott

4. Budget Contingency Clause

- A. All agreements/contracts, except for State construction projects that are funded in whole or in part by the Federal government, must contain a 30-day cancellation clause and the following provisions:

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- 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 fiscal year 2017-2018 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 30-day cancellation clause or to amend the contract to reflect any reduction in funds.
- B. Exemptions from provisions 4.A.1) through 4.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. GC § 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 Department of Finance, the State Auditor, and the State Controller when they are required to obtain Federally required financial and compliance audits.
- D. It is mutually agreed that if the Budget Act and/or HUD's award to HCD 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 further provisions of this Agreement.
- E. If funding for any fiscal year is reduced or deleted by the Budget Act and/or HUD's award to HCD for purposes of this contract, HCD shall have the option to either cancel this Agreement with no liability occurring to HCD, or offer an agreement amendment to Contractor to reflect the reduced amount.

5. Prompt Payment Clause

Reimbursement Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

EXHIBIT D

HCD ADDITIONAL CONTRACT TERMS

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 the Agreement and exhibits or attachments shall be resolved in favor of the GTC – 04/2017.

2. Contract Manager

HCD may change the Contract Manager by notice given to the Contractor at any time by the Director of HCD or by his/her designee.

3. Publications and Reports

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

- 1) Incorporate any comments or revisions required by the State into any publication or report and shall not publish any material until it receives final State approval.
- 2) Furnish two copies of each publication and report required plus one reproducible original.

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 State 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. The State reserves the right to use and reproduce all publications and reports and data produced and delivered pursuant to this Agreement.

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).

4. Progress Reports

Except as otherwise specified by HCD, Contractor shall provide for a progress report in writing, or orally if approved by the Contract Manager, at least once a month. This progress report shall

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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.

5. Presentation

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

6. Report Delivery

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

7. 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.

8. 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 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 to the above terms in a form to be approved by HCD, and shall supply HCD with evidence thereof.
- 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. 90 days after any data or documents submitted has become a part of the public records of the State, Contractor may, if it wishes to do so at its own expense and upon approval by the Contract Manager, publish or utilize the same but shall include the following legend:

EXHIBIT D

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.

9. 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 a 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 of this Agreement at State 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 the State. Such data shall be property of the State.
- E. "Generated data" shall be the property of the State 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 receipt by the State of the final report or termination of this Agreement and

EXHIBIT D

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 the State of any such contemplated action. The State may within 30 days after said notification determine whether it desires said data to be further preserved and, if State elects, the expense of further preserving said data shall be paid for by State. Contractor agrees the State 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.

10. Amendments

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

- 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 the Agreement or contract amount may only be changed by formal amendment.

11. 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.

12. Substitutions

Contractor's key personnel as indicated in its proposal may not be substituted without prior Contract Manager's written approval. Notice to either party may be given by first class mail properly addressed, postage fully prepaid, to the address beneath the name of each respective party. Such notice shall be effective when received as indicated by post office records or if deemed undeliverable by post office, such notice shall be effective nevertheless 15 days after mailing. Alternatively, notice may be given by personal delivery by any means whatsoever to the party and such notice shall be deemed effective when delivered.

13. 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 agreement shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. Failure of State 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 not to affect the validity of this Agreement or the right of the State to enforce said provisions.

EXHIBIT D

14. 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.

15. Captions

The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do no purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

16. 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. The State will reimburse Contractor for travel of said personnel at the contract rates for such testimony, as may be requested by the State.

17. Force Majeure

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of god such as earthquakes, floods, and other natural disasters such that performance is impossible.

18. 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, 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 the State in writing.

19. Litigation

The State, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the State 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, the State 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 the State to give such notice, information, authorization or assistance, shall not relieve the Contractor of its indemnification obligations. The Contractor shall immediately notify the State

EXHIBIT D

of any claim or action against it, which affects or may affect this Agreement, the terms and conditions hereunder, or the State, 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 the State.

20. Insurance Requirements

A. The Contractor shall not commence performance 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.
- 2) Auto Liability: \$1M per occurrence bodily injury and property damage liability.
- 3) Umbrella Liability: \$3M each occurrence.
- 4) Worker's Compensation Liability: \$1M per each accident.
- 5) The certificate holder should be:

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

- 6) 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.*

- 7) 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.

21. 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.

22. 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

EXHIBIT D

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.

23. 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 exceed the sum provided for in this Agreement unless the 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 the State, for any reason. Upon receipt of a termination notice, Contractor shall promptly discontinue all services affected unless the notice specifies otherwise.

In the event the State terminates all or a portion of this Agreement for any reason, it is understood that the State 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:

The Director or his/her designee may, by three-day written notice to the Contractor, and without any prejudice to HCD's other rights or remedies, terminate this Agreement in whole or in part because of the failure of the Contractor to fulfill its contract obligations. Upon receipt of any notice terminating this Agreement in whole or in part, the Contractor

EXHIBIT D

shall (1) immediately discontinue all services affected (unless the notice directs otherwise); and (2) deliver to the State's Contract Manager all data, reports, summaries, and such other information and materials as may have been accumulated by the Contractor in performing under this Agreement, whether completed or in progress. In such an event, the State shall pay the Contractor only the reasonable values of the services rendered to date. At the sole discretion of the State, the State may offer an opportunity to cure any breach(es) prior to terminating for a breach.

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

E. Convenience:

If after notice of termination for failure to fulfill contract obligations, it is determined that the Contractor had not so failed, the termination shall be deemed to have been made for the convenience of the State.

F. Cumulative Remedies:

The rights and remedies of the State 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, the State reserves the right to take over and complete the work by contract or other means. In such case, Contractor is liable to State for any additional costs incurred by the State to complete the work.

24. Public Contract Code

The Contractor is advised that provisions of Public Contract Code Sections 10355 through 10382 pertaining to the duties, obligations and rights of a consultant service contractor are applicable to this Agreement.

25. Evaluation of Contractor's Performance

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

EXHIBIT D

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

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.

27. Potential Subcontractors

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. Contractor agrees to be fully responsible to the State 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 the State. Upon the termination of any subcontract, State 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 the State's obligation to make payments to the Contractor. As a result, the State 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. Said subcontractor may not be employed for another portion of this Agreement. 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.

28. Disabled Veteran Business Enterprises (DVBE)

If required in the Bid package and subsequent agreement, Contractor shall comply with the DVBE participation goal, in accordance with the provisions of Public Contract Code §10115 et seq.

EXHIBIT E

CDBG-NDR TERMS AND CONDITIONS

1. Required Insurance Certificates and Performance Bonds

Per Exhibit D, Section 20, prior to executing this Agreement, the Contractor shall provide the Department with current insurance coverage certificates evidencing all the required types of insurance as required by federal and California regulations.

Such insurance shall be in force during the entire term of this Agreement, shall be the Contractor's sole cost, and shall be in such amounts as the Department deems necessary.

2. Required Dun and Bradstreet DUNS Number

Prior to executing this Agreement, Contractor shall provide Contract Manager with the current DUNS number for their company and any subcontractors. HUD requires all grantees, state recipients, subrecipients and contractors to provide DUNS numbers to their agency.

3. Debarment and Suspension

Per Executive Orders 12549 and 12689 and 2 CFR 180.220, a contract award must not be made to parties listed on the government wide exclusion System for Award Management (SAM). Prior to award of any contracts or subcontracts under this Agreement, contractors and subcontractors will have their debarred status checked on the government wide exclusions in the SAM.

4. Required Federal Language from 2 CFR Part 200 Appendix II

The Department is required to have this language in all CDBG Agreements. The Department is also requiring all other state agencies, state recipients and subrecipients who are using CDBG funding to have this language in their agreements.

A. Remedies: Contracts for more than the simplified acquisition threshold (currently \$150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanction and penalties as appropriate. See Agreement Exhibit A, Section 5, for performance requirements, milestones and penalties language.

B. Suspension or Termination for Cause and Convenience: See Exhibit D, Section 23, for Suspension of work and termination provisions.

C. Non-Discrimination Language (41 CFR Part 60-1.4(b)):

Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

EXHIBIT E

D. Clean Air Act and the Federal Water Pollution Control Act:

This Agreement is subject to the requirements of the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Any contracts or subgrants made under this agreement, in excess of \$150,000 must contain this provision. Contractor agrees to comply with all applicable standards, orders or regulations issues pursuant to the Clean Air Act and the Federal Water Pollution Control Act. Any violations of this act will be reported to the Department of Housing and Urban Development and the Regional Office of the Environmental Protection Agency (EPA).

E. Byrd Anti-Lobbying Amendment

Per the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) -- All contractors that apply or bid for an award exceeding \$100,000 must file the required certification. The contractor must certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other contract award covered by the above referenced Amendment. The contractor must also dis close any lobbying with non-Federal fund that take place in connection with obtaining any Federal award.

F. Procurement of Recovered Materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

G. Rights to Inventions Made Under a Contract or Agreement.

If a Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of recipient or subrecipient must comply with requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, " and any implementing regulation issued by the awarding agency.

EXHIBIT E

5. Conflict of Interest of Members, Officers, or Employees of Contractors, Members of Local Governing Body, or Other Public Officials

Pursuant to 24 CFR 570.489(g) and (h), 2 CFR Part 570, and 24 CFR 85.36(b)(3), no member, officer, or employee of the Jurisdiction, or its designees or agents, no member of the Governing Body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, 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, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. The Jurisdiction shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this Section. It is further required that this stipulation be included in all subcontracts to this contract.

6. Conflict of Interest of Certain Federal Officials

No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same. The Contractor shall report all perceived or actual conflicts of interest cases to HCD for review before financial benefits are given.

7. Compliance with State and Federal Laws and Regulations

The Contractor is responsible for compliance with all applicable Federal and State laws, Executive Orders, rules, guidelines, and regulations of the CDBG NDRC program.

- A. The Contractor agrees to comply with all State laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the Contractor, its subcontractors, and any other State provisions as set forth in this Agreement.
- B. The Contractor agrees to comply with all federal laws and regulations applicable to the CDBG Program and NDRC appropriation and to the activity(ies), and with any other federal provisions as set forth in this Agreement.

8. Access to Records and Record Retention

- A. Access by HCD or other state agency or sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- B. All records must be retained by the Contractor for no less than three years after receiving final payment from HCD and all other pending matters are closed.

EXHIBIT E

9. Energy Policy and Conservation Act

This Agreement is subject to mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

10. Administrative and National Policy Requirements

Certain Administrative and National Policy Requirements apply to all HUD programs, including the NDRC NOFA, for a complete list of these requirements; see the NDRC NOFA and federal registers on HUD's website. Any party involved in the CDBG-NDR project, whether directly or indirectly, must agree to provide any information HCD requires in order to meet the aforementioned administrative and national policy requirements.

11. Use of Funds

The Appropriations Act made funds available for necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure and housing, and economic revitalization in the most impacted and distressed areas resulting from a major disaster declared pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5121 et seq.) (Stafford Act), due to Hurricane Sandy and other eligible events in calendar years 2011, 2012, and 2013. The Appropriations Act requires funds to be used only for specific disaster-related activities and administration of those activities.

12. Applicable Statutory and Regulatory Requirements

All recipients of CDBG-NDR grants are subject to: (1) the requirements of the Appropriations Act; (2) the Fiscal Year (FY) 2014 Notice of Funding Availability for National Disaster Resilience Competition (CDBG-NDR NOFA), including all appendices and incorporated portions of the FY 2014 General Section (as amended); and (3) applicable regulations governing the CDBG program at 24 CFR part 570, unless modified by waivers and alternative requirements published by HUD in this NOFA or other applicable Federal Register Notices.

Federal Register FR-5936-N-01, contains the requirements applicable to Community Development Block Grant (CDBG) funds made available by the Disaster Relief Appropriations Act, 2013 (Public Law 113-2, approved January 29, 2013) (**Appropriations Act**) and awarded under the National Disaster Resilience Competition as CDBG National Disaster Resilience (CDBG-NDR) grants.

Note that OMB recently published Guidance for Uniform Administrative Requirements 2 CFR Part 200. These Cost Principles and Audit Requirements for Federal Awards will update 24 CFR parts 84 and 85 and supersede the Circulars listed in the Technical Correction to the FY 2014 General Section. HUD has published conforming changes to its CDBG program regulations on December 7, 2015 (80 FR 75931), that updated CDBG program regulations to reflect references to appropriate sections of 2 CFR part 200. The effective date of HUD's conforming rule is January 6, 2016 and this Agreement is subject to all of these updated publications and rules.

ATTACHMENT A

RESUMES

Roy Anderson

Beck Group Vice President, Senior Consultant, Supply & Feasibility Project Manager

Since joining The Beck Group in 2006, Roy Anderson has led a variety of planning and consulting projects. For one of Roy's specialty areas, North American timber/fiber supply and demand studies, he has completed more than a dozen timber supply and demand studies as due diligence for sawmill acquisitions or greenfield sawmill development; nearly 50 biomass cogeneration supply studies; and several studies that analyzed and forecasted the supply and demand for mill residues in the Western U.S.

Roy has also performed many feasibility studies aimed at utilizing various forms of small-diameter timber and biomass including cogeneration, wood pellets/briquettes, bagged shavings, post and pole manufacturing, and firewood production. From that work, Roy has developed expertise about these technologies, as well as knowledge of raw material supply, matching plant size to available supply, capital costs, operating costs, product sales values, and financial analysis. Key for the California BUF RFP, Roy was the project manager on the CAWBIOM study completed for the National Forest Foundation in 2015 and the Klamath Tribe supply and feasibility studies completed between 2010 and 2012.

More recently Roy has been involved in The Beck Group's various benchmarking/competitive assessment studies, which allow participants to understand their firm's performance relative to peers and to identify improvement opportunity areas. Roy's various roles in the studies have included recruiting participants, mill visits to assure the accuracy of the data collected, and delivering the study results to the participating firms' management team.

Roy has more than 27 years of experience in the fields of forestry and forest products. Before joining The Beck Group, he was a forest products specialist with the Montana State University Extension Service where his responsibilities included developing and delivering forest products utilization and marketing outreach programs to Montana's forest products industry and private forest landowners. Roy has a PhD in forest products marketing from Oregon State University, a Masters in wood science from the University of Minnesota, and a BS in forest management from the University of Wisconsin-Stevens Point. His research has been published in the Journal of Forestry and the Forest Products Journal. Roy started his forestry career in Wisconsin's hardwood timber industry where he worked as a hardwood lumber sales person, logger and procurement forester at several hardwood sawmills in Wisconsin.

EDUCATION PH.D. FOREST PRODUCTS MARKETING *Oregon State University (2003)*
 M.S. WOOD SCIENCE *University of Minnesota-Twin Cities (1999)*
 B.S. FOREST MANAGEMENT *University of Wisconsin-Stevens Point (1991)*

PROFESSIONAL

ACTIVITIES Oregon State University, Oregon Wood Innovation Center Advisory Council
 Newsletter Editor, Portland Oregon Chapter, Society of American Foresters
 Member Forest Products Society
 Former Board Member, Oregon Woodland Cooperative (OWC)

ATTACHMENT A

William H. Carlson

Principal, Carlson Small Power Consultants, Feasibility Study Subcontractor to The Beck Group

Mr. Carlson has a background of over thirty-five years as a consultant and senior manager in electric power production and has experience with a wide variety of fuels, technologies and plant sizes. He has worked with independent power producers, electric utilities and cooperatives, as well as being integrally involved with the deregulation of the electric power industry and the risks and opportunities that restructuring entails. Mr. Carlson has been a spokesman for the renewable industry generally, and biomass specifically, in a variety of settings, including numerous Congressional testimonies. For over 25 years, Mr. Carlson has overseen networks of production facilities at the vice-presidential level, and he has been involved in numerous business development activities during the last decade.

The services offered by Mr. Carlson include:

- Assistance with development of new power projects
- Due diligence regarding the acquisition or sale of existing power plant assets
- Evaluation of operating assets from both a technical and economic perspective
- Assistance with contractual issues between owners and host utilities and/or state regulatory agencies
- Representation of individual owners or associations at legislative bodies or state/federal agencies regarding need for supplemental funding for small plants in form of tax credits, fuel subsidies, renewable portfolio standards, etc.
- Assistance to land management agencies in evaluation of biomass power facilities as part of proper land management efforts
- Assistance with staffing, training, compensation, etc. for small power plant owners
- Evaluation of used power plant equipment and systems

EDUCATION B.S. MECHANICAL ENGINEERING *California Polytechnic State University (1969)*
Graduate Work MECHANICAL ENGINEERING *Montana State University (1972)*
Additional Bus. Admin. and Computer Courses: *Southern Oregon State College*
Columbia Basin College
University of Colorado

PROFESSIONAL

ACTIVITIES Chairman, USA Biomass Power Producers Alliance
Former Board Member, Independent Energy Producers of California
Board Member, California Biomass Energy Alliance
Former Board Member, Electric Power Supply Association, Washington, D.C.
Member, Joint USDA/DOE Biomass R&D Advisory Board
Member, Western Governors' Association Biomass Task Force

ATTACHMENT A

Chris Trott

Principal CT Bioenergy Consulting, Supply Study Subcontractor to The Beck Group

Mr. Trott has worked in forest management and raw material procurement for the bioenergy and forest products industries in CA for more than 38 years. He is considered a leading expert in CA bioenergy feedstock production and supply. For the 25 years prior to beginning his forestry and bioenergy consulting business in 2013, he managed feedstock supply for 9 different bioenergy facilities, ranging from 10 to 50 MW, sourcing biomass feedstock from southern Oregon to the LA Basin. He has also worked as a Mill Byproducts Sales Manager, Production Analyst, and Log Buyer/Forester for two forest products companies in various locations in northern CA. He has been an active voice in CA forest and bioenergy policy development.

Mr. Trott provides a suite of bioenergy and forestry-related consulting services such as:

- High Hazard Zone fuel supply evaluation and development, particularly from the Sierra Nevada
- Transportation program development
- Evaluation, bidding, and supervision of USFS timber sales and Stewardship Projects
- Preparation of Drought Mortality Exemptions and Notices of Emergency
- Archaeological surveys and reports for Cal Fire projects
- Satellite log and fuel storage yard development
- Biomass feedstock supply evaluation
- Biomass fuel procurement services
- Developing and negotiating fuel supply contracts
- Supplier Letters of Intent
- Customized feedstock quality control and inventory management programs
- Fuel supplier relations
- Support for PPA negotiations and insurance claims
- Due diligence activities
- GHG calculations for forestry projects
- Biochar marketing
- Bioenergy Feedstock budgeting and financial modeling

CT Bioenergy specializes in:

- Chip log processing operations
- Developing long and short-term biomass fuel supplies
- Feedstock and processing equipment from forestry, agricultural, and solid waste business sectors
- Feedstock Requirements for Circulating Fluidized Bed, Bubbling Bed, Stoker-fired boilers and Gasification technologies

EDUCATION B.S. FOREST RESOURCE MANAGEMENT *Humboldt State University (1978)*

Additional GIS Courses: *Columbia Community College*

CLFA Continuing Education Courses:

*Basic Forest Practice
Cumulative Watershed Impacts
Smoke Management (CARB)
Fire & Fuels Management*

ATTACHMENT A

Forest Fuels Management

*Common THP Problems
Forest Management and Climate Change*

LICENSES AND CERTIFICATIONS

Cal Fire Archaeological Surveyor Certificate

CA Registered Professional Forester #2049

**PROFESSIONAL
ACTIVITIES**

Tuolumne County Alliance for Environment and Resources – Director, Chair -
Bioenergy Committee

Yosemite Stanislaus Solutions Collaborative – Chair

CA Forest Biomass Working Group – member - Existing Infrastructure Committee

Society of American Foresters - member

California Licensed Foresters Association – member, past Director, past Chair -
Federal Issues Committee

CalForests – past Executive Board Secretary & Treasurer

California Biomass Energy Alliance – member, past Chair - Ag Fuel Users
Committee; past Chair, - Forestry & Air Quality Committee; past Chair – Watershed
Committee

Inter-Agency Air & Smoke Council – past Chair - Burn Alternatives Committee

Tuolumne County Solid Waste Advisory Committee – past Chair - Ad Hoc Satellite
Yard Waste Collection Site Committee

Sierra-Cascade Logging Conference – past Director

ATTACHMENT A

Patrick Koepele

Executive Director, Tuolumne River Trust, Public Engagement Consultant to The Beck Group

Mr. Koepele has been a leader of land and water conservation and public engagement in Central California for the past 17 years. At the Tuolumne River Trust, Patrick has led efforts to purchase fee title and conservation easements for flood management, fish & wildlife conservation, and water quality on over 2,200 acres of riverside lands. Mr. Koepele has also led public engagement efforts on behalf of the Tuolumne River Trust for land protection, parks, and habitat conservation planning efforts. Mr. Koepele has been a spokesman for land conservation and environmental protection, representing environmental interests to the media, government officials, and the public and has provided testimony at State and Federal regulatory proceedings.

More recently, Mr. Koepele has acted to increase public awareness and engagement in forest management as a member of the leadership team for the Yosemite Stanislaus Solutions. Mr. Koepele has conducted outreach to elected officials and agency leaders, provided presentations and interviews to media outlets and the Commonwealth Club of California, and increased media attention to declining forest health in the Sierra Nevada.

Mr. Koepele oversees a range of efforts, including:

- Public information, outreach, and engagement strategy
- Media relations
- Government relations
- Facilitation
- Event planning
- Strategic planning
- Grant research, writing, management, and administration
- Project management
- Donor relations and fundraising
- Land protection, acquisition, and conservation easements
- Habitat restoration

EDUCATION	Masters of Business Administration	<i>California State University-Stanislaus (2014)</i>
	M.S. GEOLOGY	<i>University of California-Davis (1999)</i>
	B.A. GEOLOGY	<i>Colgate University (1993)</i>
	Additional Education:	
	Conservation Finance	<i>Duke University-Environmental Leadership Program</i>

PROFESSIONAL ACTIVITIES

Yosemite Stanislaus Solutions Collaborative – Finance Manager
Sustainable Conservation – Member, San Joaquin Regional Advisory Committee