

AGREEMENT NUMBER
16-AHSC-11175
REGISTRATION NUMBER

1. 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
Visionary Home Builders of California, Inc., and City of Stockton Public Works Department

2. The term of this Agreement is: **Upon HCD Approval through 06/30/2023**

3. The maximum amount of this Agreement is: **\$713,000.00**

4. 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	4
A-1 - Housing-Related Infrastructure	0
A-2 - Transportation-Related Infrastructure	0
A-3 - Planning Costs	0
A-4 - Program Costs	4
A-5 - Sustainable Transportation Infrastructure	4
A-6 - Transportation-Related Amenities	4
Exhibit B - Budget Detail and Payment Provisions	7
Exhibit C - State of California General Terms and Conditions*	GTC - 04/2017
Exhibit D - AHSC Terms and Conditions	14
Exhibit E - Special Terms and Conditions	1
TOTAL NUMBER OF PAGES ATTACHED	38 pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. The GTC 04/2017 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

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc)
[See Attached](#)

BY (Authorized Signature) See Attached	DATE SIGNED (Do not type) See Attached
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PRINTED NAME AND TITLE OF PERSON SIGNING
[See Attached](#)

ADDRESS
[See Attached](#)

STATE OF CALIFORNIA

AGENCY NAME
Department of Housing and Community Development

BY (Authorized Signature)	DATE SIGNED (Do not type)
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PRINTED NAME AND TITLE OF PERSON SIGNING
Synthia Rhinehart, Contracts Manager, Business & Contract Services Branch

ADDRESS
2020 W. El Camino Ave., Suite 330, Sacramento, CA 95833

**California Department of
General Service
Use Only**

☒ Exempt per: **SCM 4.04.A.3 (DGS
Memo dated 6/12/81)**

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

AGREEMENT NUMBER	AMENDMENT NUMBER
16-AHSC-11175	

1. CONTRACTOR'S NAME Visionary Home Builders of California, Inc., and City of Stockton Public Works Department	2. FEDERAL I.D. NUMBER N/A
3. AGENCY TRANSMITTING AGREEMENT Housing and Community Development	4. DIVISION, BUREAU, OR OTHER UNIT Financial Assistance
5. AGENCY BILLING CODE N/A	6a. CONTRACT ANALYST NAME Wendy Barnes
6b. EMAIL wbarnes@hcd.ca.gov	6c. PHONE NUMBER (916) 263-6916

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?
☒ No ☐ YES (If Yes, enter prior contractor name and agreement number)
PRIOR CONTRACTOR NAME
N/A

PRIOR AGREEMENT NUMBER
N/A

8. BRIEF DESCRIPTION OF SERVICES
Land-use, housing, transportation, and land preservation projects to support infill and compact development that reduce greenhouse gas ("GHG") emissions.

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)

The AHSC Program, funded from the Greenhouse Gas Reduction Fund, will assist project areas by providing grants and/or loans, or any combination thereof, that will achieve GHG emissions reductions and benefit Disadvantaged Communities through increasing accessibility between destinations resulting in fewer vehicle miles traveled through shortened or reduced trip length or mode shift from Single Occupancy Vehicle use to transit, bicycling or walking.

10. PAYMENT TERMS (More than one may apply)
☐ Monthly Flat Rate ☐ Quarterly ☐ One-Time Payment ☐ Progress Payment
☐ Itemized Invoice ☐ Withhold 0% ☐ Advanced Payment Not To Exceed
☐ Reimbursement/Revenue \$ 0.00 or 0%
☒ Other (Explain) Grant

11. PROJECTED EXPENDITURES					
FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	PROJECTED EXPENDITURES
Greenhouse Gas Reduction Fund	2240 601 3228 Cat.	2016/2017	36	2014	\$ 713,000.00

OBJECT CODE 2000/45302 = \$713,000.00 661702 - Grants & Subventions - Governmental	AGREEMENT TOTAL	\$ 713,000.00
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OPTIONAL USE	AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 713,000.00
I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure state above.	PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$ 0.00
	TOTAL AMOUNT ENCUMBERED TO DATE \$ 713,000.00

ACCOUNTING OFFICER'S SIGNATURE	ACCOUNTING OFFICER'S NAME (Print or Type)	DATE SIGNED
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12. AGREEMENT

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	Upon HCD Approval	06/30/2023	\$ 713,000.00	Exempt
Amendment No. 1				
Amendment No. 2				
Amendment No. 3				
		TOTAL	\$ 713,000.00	

13. BIDDING METHOD USED:

- ☐ Request for Proposal (RFP) *(Attach justification if secondary method is used)*
- ☐ Invitation for Bid (IFB)
- ☒ Other *(Explain)* SCM 5.80,B.2.b
- ☐ Use of Master Service Agreement
- ☐ Sole Source Contract *(Attach STD. 821)*
- ☐ Exempt from Bidding *(Give authority for exempt status)*

Note: Proof of advertisement in the State Contracts Register or an approved form STD.821, Contract Advertising Exemption Request, must be attached.

14. SUMMARY OF BIDS *(List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank.)*

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, PLEASE EXPLAIN REASON(S). *(If an amendment, sole source, or exempt, leave blank.)*

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

N/A

17a. JUSTIFICATION FOR CONTRACTING OUT *(Check one)*

- ☐ Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.
- ☐ Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 54760 must be attached to this document.
- ☒ Not Applicable *(Interagency / Public Works / Other* PCC § 10348 *)*

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION **N/A**

- ☐ *By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).*

AUTHORIZED SIGNATURE	SIGNER'S NAME <i>(Print or Type)</i>	DATE SIGNED
N/A	N/A	N/A
18. FOR AGREEMENTS IN EXCESS OF \$5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing?	<input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	22. REQUIRED RESOLUTIONS ARE ATTACHED <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A
19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10?	<input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS? <input type="checkbox"/> No <input type="checkbox"/> Yes SB/DVBE Certification Number: N/A
20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office?	<input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	
21. IS A SIGNED COPY OF THE FOLLOWING FILE AT YOUR AGENCY FOR THIS CONTRACTOR? A. Contractor Certification Clauses <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A B. STD.204 Vendor Data Record <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A		

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED?
(If an amendment, explain changes, if any) ☐ No *(Explain Below)* ☐ Yes ____ % of Agreement

N/A

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS? ☐ No ☐ Yes *(If Yes, provide justification below)*

N/A

I certify that all copies of the referenced Agreement will conform to the original Agreement sent to the Department of General Services.

SIGNATURE	NAME/TITLE <i>(Print or Type)</i>	DATE SIGNED
	Wendy Barnes / Contracts Analyst	

EXHIBIT A**AUTHORITY, PURPOSE AND SCOPE OF WORK****Affordable Housing and Sustainable Communities (AHSC) Program - Grant****1. Authority & Purpose**

This Standard Agreement, STD 213, (hereinafter "Agreement") is the result of the Recipient's application ("Application") for funding under the AHSC Program ("Program") pursuant to:

- A. Part 1 of Division 44 of the Public Resources Code (commencing with Section 75200);
- B. The Program Guidelines dated December 17, 2015 ("Guidelines"), issued by the State of California, Strategic Growth Council ("Council") and as may be amended from time to time. The AHSC Guidelines and the NOFA are available at the Program website at http://sgc.ca.gov/pdf/ADOPTED_FINAL_15-16_AHSC_Guidelines_with_QM.pdf; and
- C. The Program's Notice of Funding Availability ("NOFA") issued by the Department Housing and Community Development ("Department"), is dated January 29, 2016.

The Application, including all representations made therein, is hereby incorporated in this Agreement by this reference.

By entering into this Agreement and thereby accepting the award of AHSC Grant funds the Recipient agrees to comply with the terms and conditions of the Guidelines, the NOFA, this Agreement, the representations contained in the Application, the Disbursement Agreement, which is more particularly described in Exhibit B, attached hereto, and the requirements of the authorities cited above.

2. Definitions:

Capitalized terms herein shall have the meaning of the definitions set forth in the Guidelines, and page 1 of this Exhibit A, in addition:

"Affordable Housing Development" or "Project" refers to the residential rental Affordable Housing Development described in the Application providing the affordable housing units, as described therein, in consideration of that portion of the AHSC Grant. The Affordable Housing Development shall meet all the criteria for an eligible project as set forth Section 103(a)(1) of the AHSC Guidelines.

"Recipient" refers to the entity or entities submitting an application or to a related entity approved by the Department entering into this Agreement and identified as "Contractor" on page 1 to this Agreement (STD 213). In the case of joint applicants, "Recipient" shall also refer to each applicant or the Department-approved assignee of such applicant. Each joint applicant shall be jointly and severally liable for all obligations of a Recipient as set forth herein.

EXHIBIT A

Any reference to a specific "Section" or "section" of the Guidelines shall initially refer to that specific numbered section of the Guidelines adopted on and dated December 17, 2015. Notwithstanding, if and when the Department amends any portion of the Guidelines, all references herein to any such portion of the Guidelines shall be deemed to refer to the updated version of the Guidelines, either in whole or in part, as may be applicable. To the extent that any Guidelines section or sections (Section or Sections) provision is or are amended, and thereafter receive(s) a new Guidelines section number(s), any reference herein to the old Guidelines section(s) number(s) shall be interpreted to refer instead to the Guidelines section(s) that is (or are) intended to replace the content and substance of the former Guidelines section(s).

3. Scope of Work

The Scope of Work ("Work") for this Agreement shall consist of one or more of the following categories, by or on behalf of the Recipient, in **Integrated Connectivity Project (ICP) Area** as detailed in the sub-exhibits referenced and incorporated herewith into Exhibit A:

Included ("X")	Exhibit A: Sub-exhibit #
	Exhibit A-1: Housing-Related Infrastructure (HRI)
x	Exhibit A-4: Program Costs (PC)
x	Exhibit A-5: Sustainable Transportation Infrastructure (STI)
x	Exhibit A-6: Transportation-Related Amenities (TRA)

[Remainder of page intentionally left blank.]

EXHIBIT A**4. Criteria Applicability**

Based on the points awarded to its Application, Recipient assures the Department of the existence of the following criteria of Section 107:

Guideline Reference		Affordable Developments and Housing-Related Infrastructure	Sustainable Transportation Infrastructure	Transportation-Related Amenities	Active Transportation Programs	Transit Ridership Programs	Criteria Air Pollutant Reduction Program
		Capital Projects			Program Costs		
a	Estimated GHG Reductions based on GHG Quantification Methodology	X	X	X	X	X	X
b	Extent to which Project incorporates Active Transportation Improvements	X	X		X	X	X
c	Extent to which the Project incorporates Water, Energy and Greening	X	X	X	X	X	X
d	Extent to which the Affordable Housing Development Serves Households at Lower- and Moderate-Income Level	X			X	X	X
i	Anti-Displacement and Workforce Training Strategies	X	X	X			

A. GHG Emissions Reductions Estimate

Based on the inputs in the Application, the estimated total MTCO₂e over the life of the project is 13421.

EXHIBIT A**5. Performance Milestones**

Recipient shall ensure the completion of the PERFORMANCE MILESTONES set forth in this Exhibit A as indicated in the sub-exhibits attached hereto and made a part hereof, by the designated dates. Recipient may apply to the Department for an extension of these timelines based on good cause shown and best efforts and assurances from the Recipient for timely completion of the remaining Milestones.

6. State Contract Coordinator

The State Contract Coordinator of this Agreement for the Department is the Division of Financial Assistance Operations Manager, or the Manager's designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed by first class to the State Contract Coordinator at the following address:

Kim Losoya, Section Chief
Division of Financial Assistance - Operations Branch
Department of Housing and Community Development
P.O. Box 952054
Sacramento, California 94252-2054

7. Recipient Contact Coordinator

The Recipient's Contract Coordinator for this Agreement is listed below. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed by first class to the contact at the following address:

Recipient:	Visionary Home Builders of California, Inc.
Name:	Carol Ornelas
Address:	315 N. San Joaquin St., Stockton, CA 95202
Phone No.:	(209) 466-6811
Email:	cjornelas@visionaryhomebuilders.org

EXHIBIT A-4**PROGRAM COSTS****SCOPE OF WORK**

The Scope of Work ("Work") for this Agreement for Program Costs ("PC") shall consist of the following:

Program creation, or expansion of existing programs to serve new populations or offer new program service(s) and implementation. Eligible costs may include operational costs for programs for the term of the grant (3 years). Programs include education, outreach and training programs in the following three categories:

- (A) Active Transportation Programs;
- (B) Transit Ridership Programs; or
- (C) Criteria Air Pollutant Reduction Programs.

- include a road diet and the installation of bike lanes connecting housing to transit and amenities
- campaign to increase public awareness, encourage bike use, and prevent auto/pedestrian collisions

The Recipient is responsible for and shall ensure the completion of the Work associated with the PC in accordance with the criteria set forth above. The Department reserves the right to review and approve all Work to be performed by the Recipient, or contracted by the Recipient, in relation to this Agreement. Any substantial revision to the Work shall be submitted in writing for review and approval by the Department and shall require an amendment to this Agreement.

The Department, the Recipient and other parties as required by the Department shall enter into a Disbursement Agreement governing among other things the disbursement of Program funds as more particularly described in Exhibit B hereto.

EXHIBIT A-4**1. Evidence of Point Generating Activities:**

Based on the points awarded to its Application, Recipient assures the Department of the existence of the following criteria of Section 107:

Criteria Applicability Based on Proposed Project							
Guideline Reference		Affordable Developments and Housing-Related Infrastructure	Sustainable Transportation Infrastructure	Transportation-Related Amenities	Active Transportation Programs	Transit Ridership Programs	Criteria Air Pollutant Reduction Program
		Capital Projects			Program Costs		
a	Estimated GHG Reductions based on GHG Quantification Methodology	X	X	X	X	X	X
b	Extent to which Project incorporates Active Transportation Improvements	X	X		X	X	X
c	Extent to which the Project incorporates Water, Energy and Greening	X	X	X	X	X	X
d	Extent to which the Affordable Housing Development Serves Households at Lower- and Moderate-Income Level	X			X	X	X
i	Anti-Displacement and Workforce Training Strategies	X	X	X			

A. Section 107(a) – GHG Emissions Reductions Estimate

Based on the inputs in the Application, the estimated total MTCO₂e over the life of the project is 13421.

B. Section 107(b) – Active Transportation Improvements

The Recipient's Application was evaluated for rating points based on the installation, expansion, or improvement of active transportation infrastructure (e.g., sidewalks, bikeways, trails, paths, and crossings) (at the time of application or will be by the completion of the Project) pursuant to 107(b) of the Guidelines. Based on the points awarded to its Application, Recipient will ensure the following Active Transportation Improvements occur:

EXHIBIT A-4

- build Class II bicycle lanes
- repair un-traversable sidewalks
- construct ADA accessible curb ramps
- convert two vehicles lanes in two directions to one vehicular lane in two directions
- add center turn lane

C. Section 107(c) – Water, Energy and Greening

The Recipient's Application was evaluated for rating points based on how the proposed Project will incorporate infrastructure components of building standards that contribute to the reduction of greenhouse gas emissions through carbon sequestration, energy efficiency, or incorporation of renewable energy sources, as well as address other community benefits supporting public health, environmental, and economic factors. Based on the points awarded to its Application, Recipient will ensure the following Water, Energy and Greening improvement occur:

- add trees along Hunter Street near bicycle lanes and sidewalks
- plant native and drought tolerant plants near sidewalks and around the bus shelter/parklet

D. Section 107(i) – Anti-Displacement Strategies and Workforce Training Strategies

The Recipient's Application was evaluated for rating points based on the existence of displacement risks, for both low-income residents and businesses of the Project Area and community, if applicable. Sponsor's Application was also evaluated for rating points based on the existence of policies or programs to promote the recruitment, training, and/or hiring of disadvantaged populations with barriers to employment. Based on the points awarded to its Application, Recipient shall ensure the following Anti-Displacement Strategies and Workforce Training Strategies are in effect:

Anti-Displacement and Workforce Training Strategies	
1. YouthBuild program through Community Partnership for Families of San Joaquin will train low-income young adults in construction skills while building affordable housing and community space.	
2. San Joaquin Building Trades Council apprenticeship programs will assist in the construction of the project.	
3. Following project completion, social services will be offered on site by Catholic Charities Diocese of Stockton. The service provider will offer employment counseling to low-income residents of the affordable housing development.	

At the request of the Department, Recipient shall provide further and additional evidence sufficient to demonstrate the existence and/or completion of the items listed above for which the Recipient's Application received points. Failure to provide such evidence to the

EXHIBIT A-4

reasonable satisfaction of the Department may result in a reevaluation of the Application and the reductions or cancellation of the amount of the grant award, require repayments of any disbursed Program funds and the disencumbrance of Program funds awarded.

2. Performance Milestones**Program Costs**

PERFORMANCE MILESTONE	DATE
Identification and commitment of program operator and partners	January 2016
Completion of a business or a work plan	December 2019
Identification of ongoing support for operation costs beyond grant period	December 2019

EXHIBIT A-5**SUSTAINABLE TRANSPORTATION INFRASTRUCTURE****SCOPE OF WORK**

The Scope of Work ("Work") for this Agreement for Sustainable Transportation Infrastructure ("STI") shall consist of the following:

The STI project identified in the Application which is to be developed and constructed by the Recipient results in the enhancement of any of the following:

Public Transit Access
Pedestrian Network
Bicycle Network*

*meeting specified AHSC Program transit requirements

Additionally the STI project identified in the Application which is to be developed and constructed by the Recipient may include Energy Efficiency, Low Impact Design, Renewable Energy or Urban Greening improvements.

- car lanes on North Hunter Street reduced from four lanes to three (Road Diet)
- addition of a center two-way left turn lane
- installation of new bike lanes, ADA curb ramps
- bicycle and pedestrian upgrades
- sidewalk improvements

The Recipient is responsible for and shall ensure the completion of the STI in accordance with the criteria set forth above. The Department reserves the right to review and approve all Work to be performed by the Recipient in relation to this Agreement. Any substantial revision to the Work shall be submitted in writing for review and approval by the Department and shall require an amendment to this Agreement.

The Department, the Recipient and other parties as required by the Department shall enter into a Disbursement Agreement governing among other things the disbursement of Program funds as more particularly described in Exhibit B hereto.

EXHIBIT A-5**1. Evidence of Point Generating Activities:**

Based on the points awarded to its Application, Recipient assures the Department of the existence of the following criteria of Section 107:

Criteria Applicability Based on Proposed Project							
Guideline Reference		Affordable Developments and Housing-Related Infrastructure	Sustainable Transportation Infrastructure	Transportation-Related Amenities	Active Transportation Programs	Transit Ridership Programs	Criteria Air Pollutant Reduction Program
		Capital Projects			Program Costs		
a	Estimated GHG Reductions based on GHG Quantification Methodology	X	X	X	X	X	X
b	Extent to which Project incorporates Active Transportation Improvements	X	X		X	X	X
c	Extent to which the Project incorporates Water, Energy and Greening	X	X	X	X	X	X
d	Extent to which the Affordable Housing Development Serves Households at Lower- and Moderate-Income Level	X	X		X	X	X
i	Anti-Displacement and Workforce Training Strategies	X	X	X			

A. Section 107(a) – GHG Emissions Reductions Estimate

Based on the inputs in the Application, the estimated total MTCO₂e over the life of the project is 13421.

B. Section 107(b) – Active Transportation Improvements

The Recipient's Application was evaluated for rating points based on the installation, expansion, or improvement of active transportation infrastructure (e.g., sidewalks, bikeways, trails, paths, and crossings) at time of application or will be by the completion of the Project) pursuant to 107(b) of the Guidelines. Based on the points awarded to its Application, Recipient will ensure the following Active Transportation Improvements occur:

-build Class II bicycle lanes

EXHIBIT A-5

- repair un-traversable sidewalks
- construct ADA accessible curb ramps
- convert two vehicles lanes in two directions to one vehicular lane in two directions
- add center turn lane

C. Section 107(c) – Water, Energy and Greening

The Recipient's Application was evaluated for rating points based on how the proposed Project will incorporate infrastructure components of building standards that contribute to the reduction of greenhouse gas emissions through carbon sequestration, energy efficiency, or incorporation of renewable energy sources, as well as address other community benefits supporting public health, environmental, and economic factors. Based on the points awarded to its Application, Recipient will ensure the following Water, Energy and Greening improvement occur:

- add trees along Hunter Street near bicycle lanes and sidewalks
- plant native and drought tolerant plants near sidewalks and around the bus shelter/parklet

D. Section 107(i) – Anti-Displacement Strategies and Workforce Training Strategies

The Recipient's Application was evaluated for rating points based on the existence of displacement risks, for both low-income residents and businesses of the Project Area and community, if applicable. Recipient's Application was also evaluated for rating points based on the existence of policies or programs to promote the recruitment, training, and/or hiring of disadvantaged populations with barriers to employment. Based on the points awarded to its Application, Recipient shall ensure the following Anti-Displacement Strategies and Workforce Training Strategies are in effect:

Anti-Displacement and Workforce Training Strategies
1. YouthBuild program through Community Partnership for Families of San Joaquin will train low-income young adults in construction skills while building affordable housing and community space.
2. San Joaquin Building Trades Council apprenticeship programs will assist in the construction of the project.
3. Following project completion, social services will be offered on site by Catholic Charities Diocese of Stockton. The service provider will offer employment counseling to low-income residents of the affordable housing development.

At the request of the Department, Recipient shall provide further and additional evidence sufficient to demonstrate the existence and/or completion of the items listed above for which the Recipient's Application received points. Failure to provide such evidence to the reasonable satisfaction of the Department may result in a reevaluation of the Application

EXHIBIT A-5

and the reductions or cancellation of the amount of the grant award, require repayments of any disbursed Program funds and the disencumbrance of Program funds awarded.

2. Performance Milestones**STI PROJECT**

PERFORMANCE MILESTONE	DATE
Executed binding agreement between the Recipient and developer of the proposed development detailing the terms and conditions of the Project development.	August 2018
Site Control of site(s) by proposed developer.	May 2014
Completion of all necessary environmental clearances, including those required under CEQA and NEPA.	May 2016 & April 2017
Obtaining all necessary and discretionary public land use approvals.	March 2016
Submission of Final Construction Drawings and Specifications to the appropriate local permitting authority.	August 2018
Commencement of construction.	September 2018
Construction completion and closeout.	April 30, 2021
Program funds fully disbursed.	June 30, 2021

EXHIBIT A-6**TRANSPORTATION-RELATED AMENITIES****SCOPE OF WORK**

The Scope of Work ("Work") for this Agreement for Transportation-Related Amenities ("TRA") shall consist of the following:

The TRA project identified in the Application which is to be developed and constructed by the Recipient results in the enhancement of any of the following:

Public Transit Access
Pedestrian Network
Bicycle Network*

*meeting specified AHSC Program transit requirements

Additionally, the TRA project identified in the Application which is to be developed and constructed by the Recipient may include Energy Efficiency, Low Impact Design, or Urban Greening improvements.

- Planting street trees for shade
- Addition of tree irrigation
- Construction of transportation signalization, sidewalks, and streetlights

The Recipient is responsible for and shall ensure the completion of the TRA in accordance with the criteria set forth above. The Department reserves the right to review and approve all Work to be performed by the Recipient in relation to this Agreement. Any substantial revision to the Work shall be submitted in writing for review and approval by the Department and shall require an amendment to this Agreement.

The Department, the Recipient and other parties as required by the Department shall enter into a Disbursement Agreement governing among other things the disbursement of Program funds as more particularly described in Exhibit B hereto.

EXHIBIT A-6**1. Evidence of Point Generating Activities:**

Based on the points awarded to its Application, Recipient assures the Department of the existence of the following criteria of Section 107:

Criteria Applicability Based on Proposed Project							
Guideline Reference		Affordable Developments and Housing-Related Infrastructure	Sustainable Transportation Infrastructure	Transportation-Related Amenities	Active Transportation Programs	Transit Ridership Programs	Criteria Air Pollutant Reduction Program
		Capital Projects			Program Costs		
a	Estimated GHG Reductions based on GHG Quantification Methodology	X	X	X	X	X	X
b	Extent to which the Project incorporates Active Transportation Improvements	X	X		X	X	X
b	Extent to which the Project incorporates Water, Energy and Greening	X	X	X	X	X	X
d	Extent to which the Affordable Housing Development Serves Households at Lower-and Moderate-Income Level	X			X	X	X
i	Anti-Displacement and Workforce Training Strategies	X	X	X			

A. Section 107(a) – GHG Emissions Reductions Estimate

Based on the inputs in the Application, the estimated total MTCO₂e over the life of the project is 13421.

B. Section 107(b) – Active Transportation Improvements

The Recipient's Application was evaluated for rating points based on the installation, expansion, or improvement of active transportation infrastructure (e.g., sidewalks, bikeways, trails, paths, and crossings) at time of application or will be by the completion of the Project) pursuant to 107(b) of the Guidelines. Based on the points awarded to its Application, Recipient will ensure the following Active Transportation Improvements occur:

EXHIBIT A-6

- build Class II bicycle lanes
- repair un-traversable sidewalks
- construct ADA accessible curb ramps
- convert two vehicles lanes in two directions to one vehicular lane in two directions
- add center turn lane

C. Section 107(c) – Water, Energy and Greening

The Recipient's Application was evaluated for rating points based on how the proposed Project will incorporate infrastructure components of building standards that contribute to the reduction of greenhouse gas emissions through carbon sequestration, energy efficiency, or incorporation of renewable energy sources, as well as address other community benefits supporting public health, environmental, and economic factors. Based on the points awarded to its Application, Recipient will ensure the following Water, Energy and Greening improvement occur:

- add trees along Hunter Street near bicycle lanes and sidewalks
- plant native and drought tolerant plants near sidewalks and around the bus shelter/parklet

D. Section 107(i) – Anti-Displacement Strategies and Workforce Training Strategies

The Recipient's Application was evaluated for rating points based on the existence of displacement risks, for both low-income residents and businesses of the Project Area and community, if applicable. Recipient's Application was also evaluated for rating points based on the existence of policies or programs to promote the recruitment, training, and/or hiring of disadvantaged populations with barriers to employment. Based on the points awarded to its Application, Recipient shall ensure the following Anti-Displacement Strategies and Workforce Training Strategies are in effect:

Anti-Displacement and Workforce Training Strategies
1. YouthBuild program through Community Partnership for Families of San Joaquin will train low-income young adults in construction skills while building affordable housing and community space.
2. San Joaquin Building Trades Council apprenticeship programs will assist in the construction of the project.
3. Following project completion, social services will be offered on site by Catholic Charities Diocese of Stockton. The service provider will offer employment counseling to low-income residents of the affordable housing development.

At the request of the Department, Recipient shall provide further and additional evidence sufficient to demonstrate the existence and/or completion of the items listed above for

EXHIBIT A-6

which the Recipient's Application received points. Failure to provide such evidence to the reasonable satisfaction of the Department may result in a reevaluation of the Application and the reductions or cancellation of the amount of the grant award, require repayments of any disbursed Program funds and the disencumbrance of Program funds awarded.

2. Performance Milestones**TRA PROJECT**

PERFORMANCE MILESTONE	DATE
Executed binding agreement between the Recipient and developer of the proposed development detailing the terms and conditions of the Project development.	August 2018
Site Control of site(s) by proposed developer.	May 2014
Completion of all necessary environmental clearances, including those required under CEQA and NEPA.	May 2016 & April 2017
Obtaining all necessary and discretionary public land use approvals.	March 2016
Submission of Final Construction Drawings and Specifications to the appropriate local permitting authority.	August 2018
Commencement of construction.	September 2018
Construction completion and closeout.	April 30, 2021
Program funds fully disbursed.	June 30, 2021

EXHIBIT B**BUDGET DETAIL AND PAYMENT PROVISIONS****Affordable Housing and Sustainable Communities (AHSC) Program - Grant****1. Project Sources and Uses**

The preliminary projected sources and uses ("Sources and Uses") set forth in this Exhibit contains the cost items for the design, development and construction of the approved HRI, STI, TRA Project(s) (collectively, "Infrastructure Project"), and for Program Costs (PC), as applicable. Recipient agrees that any cost overruns or increases resulting in a total cost for Infrastructure Project exceeding that set forth therein shall be the responsibility of Recipient.

2. Contract Amount

A. For the purposes of performing the Work, the Department agrees to provide the aggregate amount identified on page 1, number 3 of this Agreement (STD 213) in the form of a grant ("Grant") for the uses identified in the Sources and Uses. In no instance shall the Department be liable for any costs for the Work in excess of this Grant amount, or for any unauthorized or ineligible costs.

- 1) For the purposes of performing the Work related to the HRI, as set forth in Exhibit A-1, the Department agrees to provide \$0 in the form of a grant for the uses identified in the Sources and Uses. In no instance shall the Department be liable for any costs for the Work in excess of this amount, or for any unauthorized or ineligible costs.
- 2) For the purposes of performing the Work related to the PC, as set forth in Exhibit A-4, the Department agrees to provide \$25,000 in the form of a grant for the uses identified in the Sources and Uses. In no instance shall the Department be liable for any costs for the Work in excess of this amount, or for any unauthorized or ineligible costs.
- 3) For the purposes of performing the Work related to the STI, as set forth in Exhibit A-5, the Department agrees to provide \$449,000 in the form of a grant for the uses identified in the Sources and Uses. In no instance shall the Department be liable for any costs for the Work in excess of this amount, or for any unauthorized or ineligible costs.
- 4) For the purposes of performing the Work related to the TRA, as set forth in Exhibit A-6, the Department agrees to provide \$239,000 in the form of a grant for the uses identified in the Sources and Uses. In no instance shall the Department be liable for any costs for the Work in excess of this amount, or for any unauthorized or ineligible costs.

EXHIBIT B

- B. The Department may approve a request from the Recipient to reallocate funds between authorized activities and itemized amounts stated in the budget for the designated Work. Changes in aggregate of ten percent or less, of the total grant amount between activity categories during the term of this Agreement, and expenditures pursuant thereto, may be made only after the Department's express written approval, but do not require a written amendment to this Agreement.

3. Other Funding Sources

Where the Sources and Uses set forth in this Exhibit identify funds other than Program funds, those funds shall be expended and applied to Project costs as provided therein. Recipient agrees that it will make best efforts to ensure that the other funds specified in the Sources and Uses are available for disbursement as provided in this Exhibit, and approved for the use specified in the Sources and Uses, except to the extent the Sources and Uses may be updated and modified by the Disbursement Agreement described below. The Recipient shall provide evidence and assurance of the commitment and availability of such other sources of funding identified in the Sources and Uses as provided in the Disbursement Agreement. The terms and conditions of all construction financing to be used in conjunction with the Program funds shall be subject to the Department's review and approval.

4. Completion Dates

- A. Program funds must be disbursed no later than June 30, 2021. All un-disbursed funds remaining as of June 30, 2021, shall be disencumbered. All invoices for payment must be submitted to the Department no later than April 1, 2021.
- B. This Agreement shall expire on June 30, 2036.

5. Method of Payment

- A. Payment shall be made as reimbursed progress payments as set forth in the Disbursement Agreement. Recipient shall request payment for Work completed on forms provided by the Department and subject to such documentation as the Department may require.
- B. The Department shall not authorize payments unless it determines that the Program funds shall be expended in compliance with the terms and provisions of the Guidelines, the NOFA, this Agreement and the Disbursement Agreement.

6. Disbursement Agreement

- A. The Recipient, the Department and such other parties as may be reasonably required by the Department, shall enter into a Disbursement Agreement in a form provided by the Department. The Disbursement Agreement shall contain a specific description of the Work

EXHIBIT B

and an updated Sources and Uses therefore, including an updated table of Sources and Uses, and the specific terms and conditions for the disbursement of Program funds. In the event of a conflict between this Agreement and the Disbursement Agreement, as determined by the Department, the terms of the Disbursement Agreement, being the later and more specific document, shall govern; provided however, that no resolution of any such conflict shall be contrary to, or result in a waiver or violation of, the Guidelines or the NOFA.

- B. The requirement for a Disbursement Agreement set forth in this paragraph may be waived by the Department where, at its sole discretion, it determines that:
- 1) Satisfactory completion of the Work has occurred,
 - 2) Proper disbursement and use of Program funds have occurred,
 - 3) Performance of, and compliance with, all the obligations, terms and conditions of this Agreement have occurred, and,
 - 4) Compliance with all applicable statutes, laws and regulations, all have been or will be achieved without the execution of a Disbursement Agreement. The Department may require the submittal by the Recipient of such information, records, documents, certificates and other material, as it deems necessary to make this determination.

EXHIBIT B

SOURCES AND USES - HRI
PROJECT BUDGET

INFRASTRUCTURE DEVELOPMENT BUDGET AND SOURCES					
PROJECT NAME			APPLICANT(s)		
ESTIMATED HRI CAPITAL IMPROVEMENT PROJECT COSTS			DEVELOPMENT COSTS BY FUNDING SOURCE		
DEVELOPMENT COSTS					
COST CATEGORY		TOTAL AMOUNT	AHSC Grant Program		
PROJECT ACTIVITY (Hard Costs)					
Total Project Activity Costs		\$	\$	\$	\$
SOFT COST S AND OTHER PROJECT RELATED COSTS					
Total Soft Cost and Other Project Related Costs		\$	\$	\$	\$
TOTAL PROJECT COSTS		\$	\$	\$	\$

EXHIBIT B

SOURCES AND USES – PROGRAM COSTS
PROJECT BUDGET

BUDGET AND SOURCES					
PROJECT NAME			APPLICANT(s)		
ESTIMATED PROGRAM COSTS			DEVELOPMENT COSTS BY FUNDING SOURCE		
DEVELOPMENT COSTS					
COST CATEGORY		TOTAL AMOUNT	AHSC Grant Program		
SOFT COST AND OTHER PROJECT RELATED COSTS					
Total Soft Cost and Other Project Related Costs		\$25,000	\$25,000	\$	\$
TOTAL PROGRAM COSTS		\$25,000	\$25,000	\$	\$

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SOURCES AND USES - STI
PROJECT BUDGET

INFRASTRUCTURE DEVELOPMENT BUDGET AND SOURCES					
PROJECT NAME			APPLICANT(s)		
ESTIMATED STI CAPITAL IMPROVEMENT PROJECT COSTS			DEVELOPMENT COSTS BY FUNDING SOURCE		
DEVELOPMENT COSTS					
COST CATEGORY		TOTAL AMOUNT	AHSC Grant Program		
PROJECT ACTIVITY (Hard Costs)					
Total Project Activity Costs		\$449,000	\$449,000	\$	\$
SOFT COSTS AND OTHER PROJECT RELATED COSTS					
Total Soft Cost and Other Project Related Costs		\$	\$	\$	\$
TOTAL PROJECT COSTS		\$449,000	\$449,000	\$	\$

EXHIBIT B

SOURCES AND USES – TRA
PROJECT BUDGET

INFRASTRUCTURE DEVELOPMENT BUDGET AND SOURCES					
PROJECT NAME			APPLICANT(s)		
ESTIMATED TRA CAPITAL IMPROVEMENT PROJECT COSTS			DEVELOPMENT COSTS BY FUNDING SOURCE		
DEVELOPMENT COSTS					
COST CATEGORY		TOTAL AMOUNT	AHSC Grant Program		
PROJECT ACTIVITY (Hard Costs)					
Total Project Activity Costs		\$239,000	\$239,000	\$	\$
SOFT COST S AND OTHER PROJECT RELATED COSTS					
Total Soft Cost and Other Project Related Costs		\$	\$	\$	\$
TOTAL PROJECT COSTS		\$239,000	\$239,000	\$	\$

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EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D**AHSC TERMS AND CONDITIONS****Affordable Housing and Sustainable Communities Program - Grant****GENERAL****1. Effective Date, Commencement of Work and Completion Dates**

- A. This Agreement is effective upon approval by the State which is the date stamped by the Department in the lower right hand corner of the coversheet of this Agreement. The Recipient agrees that neither the construction of the Housing Development nor the Work has commenced as of the deadline for submittal of applications set forth in the Notice of Funding Availability. The Recipient agrees that the Work shall be completed as specified in this Agreement, subject to the termination date specified on page 1, number 2, of this Agreement (STD 213), and in Exhibit B, unless a written request for an extension is submitted and written approval by the Department is provided within 90 days prior to the termination date of the Agreement. Any extension to the termination date shall require an amendment to this Agreement.
- B. Pursuant to §111(a) and (b) of the Guidelines, construction of the Affordable Housing Development and the housing designated in the Application must commence within two years of the Program award date and be completed (including completion of all phases identified in the Application and accounting for the total number of units on which the AHSC Grant award is based) within five years of the Program award date.

2. Termination

Notwithstanding any other provision of this Agreement, the Department may terminate this Agreement at any time for cause by giving at least 14 days' notice in writing to the Recipient. Cause shall consist of violations by Recipient of any terms and/or special conditions of this Agreement, to include but not limited to Paragraph 43 of this Exhibit, or withdrawal of the Department's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by the Department, any unexpended funds received by the Recipient shall be returned to the Department within 14 days of the Notice of Termination.

3. Affordable Housing and Sustainable Communities Grant Documents

In addition to this Agreement the Recipient shall execute and enter into a Disbursement Agreement which shall govern the terms, disbursement and use of the Program funds, the Covenant described below, and other additional agreements and documents, as the Department may deem reasonable and necessary to meet the requirements of the Program and the terms and conditions of this Agreement. The Department may request, and if requested, the Recipient shall agree to and record a performance deed of trust ensuring the completion of the Work. Said performance deed of trust shall be recorded against the entire legal parcel underlying the object which it ensures is being constructed.

EXHIBIT D**4. Covenant Regarding the Affordable Housing Development**

Prior to the disbursement of Program funds, the Recipient shall enter into a written Covenant Regarding the Affordable Housing Development ("Covenant") with the Department, and including such other parties as the Department may reasonably require, which shall require the development and construction of the Affordable Housing Development with, the number of units and the number of bedrooms per unit, the extent and depth of affordability, as set forth in Exhibit A, and other uses and amenities for which points were granted to the Application. The Covenant shall be recorded against the parcel or parcels of real property on which the Affordable Housing Development is to be located and shall be binding on all successors, transferees, and assignees acquiring an interest in the Affordable Housing Development as follows:

- A. For rental housing developments, the Covenant shall require the continuation of the affordability of the Affordable Housing Development for a period of not less than 55 years from the date of the filing of a notice of completion for Affordable Housing Development.
- B. For homeownership housing developments, the Covenant shall require the continuation of the affordability for a period of not less than 30 years from the date of a filing of a Notice of Completion for the Affordable Housing Development. The affordability will be ensured through a resale restriction or equity sharing upon resale.
- C. The Department may waive this requirement for the Covenant upon the Department's determination that sufficient protections are in place to ensure the development and continued operation and occupancy of the Affordable Housing Development in accordance with this Agreement.
- D. In addition to the Covenant, the Department may request, and if requested, the Recipient shall agree to and record a performance deed of trust ensuring the completion of the Work. Said performance deed of trust shall be recorded against the entire legal parcel underlying the object which it ensures is being constructed. Alternatively, the Department may require that the Covenant contain a power of sale clause, which may be exercised in the event that the Work is not timely completed, or in the event of an uncured breach of this Agreement.

5. Site Control

The Recipient shall ensure that site control of the real property associated with the Work is sufficient to meet the requirements of the Program. This shall include, but not be limited to, ensuring the timely commencement of the Work as determined by the Department. Site control of the Work may be evidenced by one of the following:

- A. Fee title;
- B. A leasehold interest on the property with provisions that enable the lessee to make improvements on and encumber the property provided that the terms and conditions

EXHIBIT D

of any proposed lease shall permit, prior to grant funding, compliance with all program requirements;

- C. An enforceable option to purchase or lease which shall extend through the anticipated date of the Program award as specified in the NOFA;
- D. An executed disposition and development agreement, right of way, or irrevocable offer of dedication to a Public Agency;
- E. An executed encroachment permit for construction of improvements or facilities within the public right of way or on public land;
- F. An executed agreement with a public agency that gives the applicant exclusive rights to negotiate with the agency for the acquisition of the site; provided that the major terms of the acquisition have been agreed to by all parties;
- G. A land sales contract or enforceable agreement for acquisition of the property; or
- H. Other forms of site control that give the Department equivalent assurance that the applicant or developer will be able to complete the Work and all housing designated in the Application in a timely manner and in accordance with all the requirements of the Program.

The Recipient shall also obtain all licenses, easements and rights-of-way or other interests required for completion of the Work, and provide evidence of such instruments prior to the first disbursement of Program funds.

6. Appraisals

Recipient shall, at the request of the Department, provide an appraisal of the real property to be acquired as part of the Work, prepared in a form, and by a qualified appraiser, acceptable to the Department.

7. Relocation Plan

If there is or will be any residential or commercial displacement directly or indirectly caused by the Work, as defined in state law, the Recipient shall provide a relocation plan conforming to the requirements of state law and regulations issued by the Department in California Code of Regulations, Title 25, section 6000 et seq. In addition to the regulatory requirements, the relocation plan shall contain a line item budget. The project and/or the development budget shall contain sufficient funds to pay all costs of relocation benefits and assistance as set forth in the relocation plan accepted by the Department.

EXHIBIT D**8. Article XXXIV**

The Recipient shall submit to the Department satisfactory evidence that the requirements of Article XXXIV of the California Constitution are inapplicable or have been satisfied as to the Affordable Housing Developments identified in the Recipient's Program Application.

9. Environmental Conditions

The Recipient shall provide to the Department the following:

- A. All Environmental Site Assessment ("ESA") Reports (to include Phase I, II, III, supplemental or update assessments and reports) for the Work, in conformance with ASTM Standard Practice E 1527, evaluating whether the Work is affected by any recognized environmental conditions.
- B. Documentation and/or a certification satisfactory to the Department that all ESA Report recommendations including remediation and/or mitigation work have been completed.
- C. Mitigation requirements required as a result of the Final Environmental Impact Report ("EIR") or Mitigated Negative Declaration if applicable and evidence satisfactory to the Department that all mitigation requirements have been satisfied.

10. Compliance with State and Federal Laws, Rules, Guidelines and Regulations

The Recipient agrees to comply with all State and Federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the Work, the Recipient, its Contractors or Subcontractors, and any grant activity.

11. Litigation

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Recipient shall notify the Department immediately of any claim or action undertaken by or against it which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

EXHIBIT D**12. Milestones**

Recipient shall ensure the completion of the designated activities within the times designated in Exhibit A and sub-exhibits, Performance Milestones, and as further set forth in the Disbursement Agreement.

13. Insurance

The Recipient shall have and maintain in full force and effect forms of insurance, at such levels and for such periods, in accordance with the Disbursement Agreement.

14. Change of Conditions

Notwithstanding the Department's obligations to provide payments pursuant to Exhibit B hereof, the Department reserves the right to evaluate the Recipient's need for Program funds based on new information or funding sources associated with the Work. If the Department determines that the Program funds, or a portion thereof, are no longer necessary to complete the Work, the Department may reduce the amount of the Grant accordingly. In the event the Department determines the Work is no longer financially feasible, any Grant commitment issued by the Department and this Agreement may be terminated.

15. Obligations of Recipient with Respect to Certain Third Party Relationships

The Recipient shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Work with respect to which assistance is being provided under this Agreement. The Recipient shall comply with all lawful requirements of the Department necessary to ensure the completion, occupancy and use of the Work in accordance with this Agreement.

16. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement or to require at any time performance by the Recipient of these 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 the Department to enforce these provisions.

17. Identity of Interests

As a condition of disbursement, Recipient shall execute a Certificate of Identity of Interest ("Certificate") listing all relationships constituting an identity of interest with entities providing goods or services in connection with Recipient's performance of the Work. The Certificate shall be in a form provided by the Department. At the Department's request, Recipient shall submit contracts, instruments, documents, correspondence or other writings relating to Recipient's relationship with entities listed in the Certificate. The existence and nature of such relationships

EXHIBIT D

shall be subject to the review and approval of the Department to the extent necessary to ensure compliance with Program requirements and this Agreement.

DESIGN**18. Architect**

The Recipient shall utilize the services an architect and/or an engineer to provide professional design and engineering services for the Work. The contract shall require an architect and/or an engineer to supervise the construction work, conduct periodic site visits, prepare periodic inspection reports, verify the validity of the construction contractor's payment requests, prepare or review change orders, and, upon completion of construction, provide the certification described in paragraph 33 of these General Conditions. At the request of the Department, Recipient shall submit any and all contracts for these services to the Department for its review and approval.

19. Plans and Specifications and Project Cost Estimates

At the request of the Department, the Recipient shall submit plans and specifications and project cost estimates for the Work to the Department for its review and approval. The Work shall be constructed in substantial compliance with the plans and specifications, subject to any change order(s) accepted by the Department where such acceptance is required.

20. Reasonable Development Costs

At the request of the Department, the Recipient shall provide evidence acceptable to the Department that the total costs of the Work are reasonable and necessary for the proposed improvements. To verify cost reasonableness, the Department may require qualified third party verification of cost, evidence of the competitive bidding of major cost components and appraisals.

21. Adaptability and Accessibility

The Work shall comply with all applicable federal, state and local laws regarding adaptability and accessibility for persons with disabilities in the design, construction and rehabilitation of projects.

22. Acoustics Report

Upon request, the Recipient shall provide the Department with an acoustics report for the Affordable Housing Development in form acceptable to the Department.

23. Approval by Public Works Department

Where approval by a local public works department, or its equivalent, is required for the Work, the Recipient must submit, prior to the disbursement of Grant funds, a statement from that department, or other documentation acceptable to the Department, indicating that the Work has been approved by that department.

EXHIBIT D**CONSTRUCTION****24. Construction Contract**

Except for work performed by its own employees, the Recipient shall enter into a written construction contract or contracts ("Construction Contract(s)") with a duly licensed contractor or contractors ("Contractor(s)") for the construction activities of the Work. The Construction Contract(s) shall require, where applicable, prevailing wages be paid in conformance with Labor Code section 1720 et seq. and applicable provisions of this Agreement. The Construction Contract(s) and any amendments thereto shall be subject to the prior approval of the Department.

25. Contractor's Assurance of Completion

The Contractor(s) shall provide security to assure completion of the Work by furnishing the Recipient with Performance and Payment Bonds, or a Letter of Credit, which shall remain in effect during the entire term of the Construction Contract(s), and which shall be in a form and from an issuer which is acceptable to the Department. The Performance Bond shall be in an amount at least equal to 100 percent of the approved construction costs included in the Construction Contract(s) to provide security for the faithful performance of the Construction Contract(s) including a warranty period of at least 12 months after completion. The Payment Bond shall be in an amount at least equal to 100 percent of the approved construction costs included in the Construction Contract(s) to provide security for the payment of all persons performing labor on the Work and furnishing materials in connection with the Construction Contract. A Letter of Credit shall be in an amount equal to at least 20 percent of the approved construction costs included in the Construction Contract(s), in the form of an unconditional irrevocable, stand-by letter of credit. The Department shall be named as an additional obligee in the Bonds or an additional beneficiary under the Letter of Credit.

26. Prevailing Wages

Pursuant to Section 113 of the Guidelines, for the purposes of the State Prevailing Wage Law (Labor Code Sections 1720-1781), a Grant under the Program shall be considered public funding for the construction, rehabilitation, demolition, relocation, preservation, or other physical improvement of the Work subject to the provisions of the State Prevailing Wage Law. Program funding of the Work shall not necessarily, in and of itself, be considered public funding of a Housing Development unless such funding is otherwise considered public funding under the State Prevailing Wage Law. It is not the intent of the Department to subject Housing Developments to the State Prevailing Wage Law by reason of Program funding of the Work in those circumstances where such public funding would not otherwise make the Housing Developments subject to the State Prevailing Wage Law. Although the use of Program funds does not require compliance with federal Davis-Bacon wages, other funding sources may require compliance with federal Davis-Bacon wages. The Recipient shall prepare a plan for compliance with this section, which plan shall be subject to the review and approval of the Department.

EXHIBIT D**27. Construction Phase Information**

If requested by the Department, the Recipient shall provide the Department:

- A. Information during the construction period including but not limited to all change orders and modifications to the construction documents, and all inspection reports of the Work. Upon written notice to Recipient, the Department may require its advance written approval of all future change orders and modifications. Deviations from the plans and specifications which have the effect of reducing the quality, life or utility of a specified item or system must receive the prior written approval of the Department. Should change orders be submitted to the Department for its approval, they shall be deemed accepted if not rejected in writing within 10 business days of receipt by the Department. Recipient shall not authorize or approve any change orders rejected by the Department where the Department's approval is required.
- B. Information during the construction period including but not limited to all change orders and modifications to the construction documents, all inspection reports prepared by the Housing Development architect and other consultants, and information relative to the Housing Development income, expenses, occupancy, relocation benefits and expenses, contracts, operations and conditions of the Housing Development. Upon written notice to Recipient, the Department may require its advance written approval of all future change orders and modifications. Deviations from the plans and specifications which have the effect of reducing the quality, life or utility of a specified item or system must receive the prior written approval of the Department. Should change orders be submitted to the Department for its approval, they shall be deemed accepted if not rejected in writing within 10 business days of receipt by the Department. Recipient shall not authorize or approve any change orders rejected by the Department where the Department's approval is required.

28. Signage

- A. Recipient shall place signs on the construction site for the Work stating that the Department is providing financing through the AHSC Program in an appropriate location(s), typeface and size containing the following message:

Hunter Street Housing

**THIS PROJECT HAS BEEN MADE POSSIBLE
BY FINANCING FROM**

**CALIFORNIA CLIMATE INVESTMENT PROGRAM
(Funded through the GREENHOUSE GAS REDUCTION FUND)
AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES PROGRAM
THROUGH THE
STRATEGIC GROWTH COUNCIL AND**

EXHIBIT D**THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

- B. The sign shall be maintained in a prominent location visible and legible to the public through construction completion. If the job sign includes the acknowledgment and/or logo of one or more other public lenders or grantors, the Department acknowledgement and logo shall also be displayed in a similar size and layout. A copy of the Department and Program logo can be obtained by contacting the State Contract Coordinator.
- C. Upon installation of the sign, the Recipient shall submit a digital photograph thereof to the Department. The Recipient will also provide the Department, upon its request, with copies of any photographs that may be taken of the Work by or on behalf of the Recipient or its architect. The Recipient will provide an acceptable written consent and release agreement authorizing use of said photographs, all at no expense to the Department.

INSPECTION OF GRANT ACTIVITIES**29. Site Inspection**

The Department reserves the right, upon reasonable notice, to inspect the Work site and any structures or other improvements thereon to determine whether the Work site meets the requirements of Program and this Agreement. If the Department reasonably determines that the site is not acceptable for the proposed Work in accordance with the Guidelines, the Department reserves the right to cancel its funding commitment and this Agreement.

30. Work Inspection

- A. The Department and any authorized representative of the Department shall have the right, during construction and thereafter, to enter upon and inspect the construction of the Work to ensure that the construction is being and has been performed in accordance with the applicable Federal, State, and /or local requirements, the Guidelines and the terms of this Agreement. Such right to inspect shall include, but shall not be limited to, the right to inspect all work done, all materials and equipment used or to be used, and all books and records, including payroll records, maintained in connection with the construction work. Such right of inspection shall be exercised in a reasonable manner.
- B. The Recipient shall be required to correct all circumstances found by such inspections not to conform to the applicable Program requirements, and to withhold payment to the Contractor and/or Subcontractor(s) until action(s) to correct the non-conforming circumstances is/are corrected by the Recipient and approved by the Department.
- C. The Department reserves the right to withhold payment for any costs found not to conform to applicable Program requirements until such actions have been taken to correct the non-conforming circumstances and such corrective actions have been approved by the Department.

EXHIBIT D

- D. The Department shall have no affirmative duty to inspect the Work and shall incur no liability for failing to do so. Once having undertaken any inspection, neither the Department, nor any representative of the Department shall incur any liability for failing to make any such inspection properly, or for failing to complete any such inspection. The fact that such inspection may or may not have occurred shall not relieve the Recipient, the contractor, the construction lender, the architect, the structural engineer, the locality or anyone else of any obligation to inspect the Work.

31. Audit/Retention and Inspection

- A. The Department, its representatives or employees, or its delegatee shall have the right to review, obtain, and copy all records pertaining to performance of the Agreement. Recipient shall provide the Department or its delegatee with any relevant information requested and shall permit the Department or its delegatee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material. Recipient further agrees to maintain such records for a minimum period of four years after final payment under the Agreement, unless a longer period of records retention is stipulated.
- B. Payment for any cost which is not authorized by this Agreement or which cannot be adequately documented shall be disallowed and must be reimbursed to the Department or its designee by the Recipient.
- C. At any time during the term of this Agreement, the Department may perform or cause to be performed a financial audit of any and all phases of the Work. At the Department's request, the Recipient shall provide, at its own expense, a financial audit prepared by a certified public accountant.
- D. The audit shall be performed by a qualified State, Department, local or independent auditor. The Agreement for audit shall include a clause which permits access by the Department to the independent auditor's working papers.
- E. If there are audit findings, the Recipient shall submit a detailed response to the Department for each audit finding. The Department will review the response and, if it agrees with the response, the audit process ends and the Department will notify the Recipient in writing. If the Department is not in agreement, the Recipient will be contacted in writing and will be informed as to the corrective actions required to cure any audit deficiencies. This action could include the repayment of disallowed costs or other remediation.
- F. If so directed by the Department upon termination of this Agreement, the Recipient shall cause all records, accounts, documentation and all other materials relevant to this Agreement to be delivered to the Department as depository.

EXHIBIT D**COMPLETION OF CONSTRUCTION****32. Relocation Plan Implementation Report**

The Recipient shall provide a report, in a form acceptable to the Department, summarizing the actions taken and identifying all recipients of relocation assistance and benefits, and the amounts paid, and benefits provided, to or on behalf of each recipient.

33. Architect Certification

Where required by the Department, the Recipient shall cause the Work architect(s) or other appropriate professional to certify to the Department, in form acceptable to the Department, that all construction is completed in accordance with the "as-built" Plans and Specifications and in compliance with all applicable federal, state and local laws relating to disabled accessibility.

34. Cost Certification

At the request of the Department, the Recipient shall submit a Work cost certification that shall have been audited by an independent certified public accountant in accordance with the requirements of the Department and the California Tax Credit Allocation Committee, if applicable. The Recipient (and the developer or builder if there is an identity of interest with the Recipient) shall keep and maintain records of all construction costs not representing work done under the construction contract and to make such records available for review by the Department.

35. Recorded Notice of Completion

The Recipient shall provide to the Department a certified copy of any Notice of Completion for the Housing Development recorded in the county in which the Housing Development is located.

36. "As-Built" Plans and Specifications

Upon completion, at the request of the Department, the Recipient shall submit "as-built" plans and specifications for the Work and Housing Development acceptable to the Department.

AFFORDABLE HOUSING DEVELOPMENT REQUIREMENTS**37. Confirmation of Permitted Housing Units**

Conditions precedent to the first disbursement of Program funds shall include receipt of all required public agency entitlements and all required funding commitments for the Affordable Housing Development. The housing units to be developed in the Affordable Housing Development must be completed, as evidenced by receipt of a certificate of occupancy, within the time period established in this Agreement.

EXHIBIT D**REPORTING REQUIREMENTS****38. Reports on California Climate Investments**

Upon Department's request, Recipient shall provide to the Department any and all necessary data that is required to be reported pursuant to the most recently adopted guidelines for California Climate Investments by the California Air Resources Board.

39. Reports on Work

Recipient shall submit, upon request of the Department, a periodic performance report regarding the construction or implementation of the Work. The reports will be filed on forms provided by the Department.

40. Reports on Affordable Housing Development

Recipient shall submit to the Department periodic reports, as required by the Department, but not less than annually, describing the development, construction and occupancy of the Affordable Housing Development and the housing designated in the Application. The report shall include, but not limited to, information regarding unit affordability and occupancy, construction and permanent financing evidenced by commitment letters, and a construction and completion schedule demonstrating compliance with this Agreement and the Guidelines. The reports will be filed on forms provided by the Department.

41. Updated Information

Recipient shall provide the Department updated documentation for any substantial change in the information previously provided relating to the Work and the conditions described above.

42. Monitoring Requirements

The Program may perform program and/or fiscal monitoring of the Grant. The Recipient agrees to cooperate with any such monitoring and provide reasonable access to all Work files, records, documents and other information to employees or representatives of the Department. The Recipient shall resolve any monitoring findings to the Program's satisfaction by the deadlines set by the Department.

REPAYMENT OF GRANT FUNDS**43. Breach of this Agreement**

In the event of a breach or violation by the Recipient of any of the provisions of this Agreement, including without limitation, the times for commencement and completion of the construction of the Affordable Housing Development and the housing designated in the Application as set forth in Paragraph 1.B. of this Exhibit D, the Department may give written notice to the Recipient to cure the breach or violation within a period of not less than 30 days. If the breach or violation is

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not cured to the satisfaction of the Department within the specified time period, the Department, at its option, may declare a default of the Agreement and may seek remedies for the default, including the following:

- A. The Department may terminate this Agreement and demand repayment of the Program funds to the extent that work for costs to be paid by Program funds as provided in Exhibit B remains unperformed or uncompleted. Recipient shall be liable for all costs to complete all such uncompleted or unperformed work.
- B. The Department may seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the Work in accordance with Program requirements.
- C. The Department may seek such other remedies as may be available under this Agreement or any law.
- D. This Agreement may be canceled by the Department under any of the following conditions:
 - 1) An uncured breach or violation by Recipient of this Agreement or the Disbursement Agreement.
 - 2) The objectives and requirements of the Program cannot be met by continuing the commitment or this Standard Agreement;
 - 3) Construction of the Work or Housing Development cannot proceed in a timely fashion in accordance with the Performance Milestones in Exhibit A of this Agreement;
 - 4) Funding or disbursement conditions have not been or cannot be fulfilled within required time periods.

EXHIBIT E**SPECIAL TERMS AND CONDITIONS****Affordable Housing and Sustainable Communities (AHSC) Program - Grant**

The following Special Terms and Conditions are applicable to this Standard Agreement:

1. The Recipient was awarded AHSC Grant funds and AHSC Loan Funds, based on the total points awarded its joint application, under a highly competitive process, to the Project comprised of the Affordable Housing Development (AHD) component and the STI, TRA and Program components. The joint application's total points were based in part on the total GHG Reduction the entire Project generated. Both the AHD and STI, TRA and Program Grant components are required to be completed in order to achieve the GHG Reduction that the AHSC Grant was based upon. By executing this Standard Agreement, the Recipient acknowledges and agrees that in the event the AHD component is not completed pursuant to Program requirements, that the STI, TRA and Program components would no longer qualify for the AHSC Grant award. In that event, all disbursements of AHSC Grant funds would cease and the Recipient would be responsible for repayment of all disbursed AHSC Grant funds.