

Timberline Construction Group, LLC

CONTRACT BETWEEN
THE COUNTY OF SAN LUIS OBISPO
AND
TIMBERLINE CONSTRUCTION GROUP, LLC
FOR MANUFACTURED HOUSING VENDOR AND INSTALLATION SERVICES FOR THE COMMUNITY
DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY FUNDS (CDBG-DR)
MANUFACTURED HOME REPLACEMENT AND ELEVATION PROJECT

THIS CONTRACT BETWEEN THE COUNTY OF SAN LUIS OBISPO AND TIMBERLINE CONSTRUCTION GROUP, LLC (hereafter referred to as "Contract") for special services is made and entered into on the date and year last written below by and between the County of San Luis Obispo, a political subdivision of the State of California, hereinafter called "County" and Timberline Construction Group, LLC, a Limited Liability Company in the State of Alabama, registered to conduct business in the State of California, hereinafter called "Contractor"; jointly referred to as "Parties".

WITNESSETH

WHEREAS, the County has a need for services described in the Scope of Work in Exhibit A, and incorporated herein by reference; and

WHEREAS, the Contractor is specifically trained, experienced, and competent to perform such services; and

WHEREAS, the County and Contractor enter into this Contract defining the relationships and responsibilities of the Parties to this Contract; and

WHEREAS, the County and Contractor enter into this Contract to implement the Housing and Community Development (HCD) Act of 1974, herein called the "Act". Said Act is omnibus legislation relating to federal involvement in a wide range of housing and community development activities and is administered by the Federal Department of Housing and Urban Development (hereinafter "HUD"); and

WHEREAS, on December 17, 2024, the County of San Luis Obispo Board of Supervisors accepted the obligation for the State of California's CDBG-DR Action Plan for the 2023 disasters which allocated funds to the County to facilitate the replacement and elevation of manufactured housing units in Mobile Home Parks in San Luis Obispo County that were damaged by FEMA DR-4683 flood disasters pursuant to applicable federal regulations (24 CFR Part 570) and authorized the Director of Social Services or designee to execute and deliver the Program Award Documents, and to act in the County's behalf in all matters pertaining to this grant; and

WHEREAS, on June 24, 2025, the County entered into agreement with the Department of Housing and Community Development (HCD) Std Agreement #23-DRMHRE-25011 for implementation of the Manufactured Home Replacement and Elevation Program (MHRE); and

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WHEREAS, on April 17, 2026, the Contractor submitted a proposal to invitation bid #4056-26, Manufactured Housing Unit Vendor and Installation Services; and

WHEREAS, on May 7, 2026, Contractor was selected to provide services and manufactured homes at the agreed price as outlined in the Scope of Work to approved applicants if selected by the applicant;

WHEREAS, the Contractor will enter into an agreement to provide services at the negotiated rate as specified in the Scope of Work in Exhibit A, attached hereto and included herein by reference; and

WHEREAS, the necessary federal environmental review documents per 24 CFR Part 58 have been completed by the State of California Housing and Community Development Department; and

NOW, THEREFORE, it is agreed between the parties hereto that:

This Contract sets forth the responsibilities of the County and the Contractor to accomplish the objectives of the Community Development Block Grant – Disaster Recovery (CDBG-DR) Manufactured Home Replacement and Elevation (MHRE) program (42 U.S.C. § 5301) as set forth in the HCD Act.

1. Scope of Work. County hereby engages Contractor to offer negotiated rates as agreed and set forth in Exhibit A to Approved Applicants who select the Contractor to provide the manufactured home and perform the services set forth in Exhibit A, attached hereto, and incorporated herein by reference, all pursuant to the terms and conditions hereinafter set forth.
2. Compensation and Billing. Contractor shall be compensated by County for performing said work in accordance with Exhibit B, attached hereto and incorporated herein by reference.
3. Effective Date and Duration. The effective date and duration of this Contract shall be specified in Exhibit C, attached hereto, and incorporated herein by reference.
4. Insurance Requirements and Indemnification. Contractor shall procure and maintain for the duration of the Contract insurance, including the required indemnification of the County and County employees, as set forth in Exhibit D, attached hereto and incorporated herein by reference.
5. Program Specific Provisions. Contractor and County shall comply with all applicable provisions of Program Specific Provisions as set forth in Exhibit E, attached hereto and incorporated herein by reference. Contractor acknowledges and agrees that this Contract is subject to certain special obligations and limitations imposed on the County as the result of the County's receipt of federal funding set forth in this contract including Program Specific Provisions set forth in Exhibit E, attached hereto and incorporated herein by reference. In the event of conflicts between any provisions within the Contract, the Program Specific Provisions shall be controlling.

6. Lobbying Form and Disclosure. Contractor shall document its compliance with certifications and disclosure as required under the lobbying and disclosure requirements, as set forth in Exhibit F, attached hereto and incorporated herein by reference.
7. Contract Signatures. This Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute one and the same Contract. This Contract may be executed and delivered by facsimile or scanned signature by any of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered by facsimile or email as if the original had been received.
8. Accounting. Contractor shall adhere to the accounting requirements, financial reporting, and internal control standards as described in the Auditor-Controller Contract Accounting and Administration Handbook (hereinafter referred to as "Handbook"), which contains the minimum required procedures and controls that must be employed by Contractor's accounting and financial reporting system, and which is incorporated herein by reference. Contractor shall require subcontractors to adhere to the Handbook for any services funded through this contract, unless otherwise agreed upon in writing by County. The Handbook is available at <http://www.slocounty.ca.gov/AC/>, under Policies and Procedures or at the Auditor-Controller's Office, 1055 Monterey Street Room D220, County Government Center, San Luis Obispo, California, 93408.
9. Cost Disclosure - Documents and Written Reports. Pursuant to Government Code section 7550, if the total cost of this Contract is over Five Thousand Dollars (\$5,000), the Contractor shall include in all documents and in all written reports falling within section 7550, a written summary of costs, which shall set forth the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such documentation or written report. The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.
10. Suspension or Termination. Independent of any right to terminate this Contract, the authorized representative of the County department or agency for which Contractor's services are to be performed, may immediately suspend performance by Contractor, in whole or in part, in response to exigent, health, safety, or financial circumstances, or a failure or refusal by Contractor to comply with the provisions of this Contract, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

The County may suspend or terminate this Contract if the Contractor materially fails to comply with any terms of this Contract, which include (but are not limited to) the following:

- a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, HCD guidelines and HUD guidelines, policies or directives as may become applicable at any time.
- b. Failure, for any reason, of the Contractor to fulfill in a timely and proper manner its obligations under this Contract;

- c. Ineffective or improper use of funds provided under this Contract; or
- d. Submission by the Contractor to the County reports that are incorrect or incomplete in any material respect.

11. Violate or Breach Contract Terms. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension/debarment or any other action determined to be appropriate by the County.
12. Termination of Contract for Cause. If Contractor (1) fails to perform Contractor's duties to the satisfaction of the County, or (2) fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or (3) violates any of the terms or provisions of this Contract, then County shall have the right to terminate this Contract effective immediately upon the County giving written notice to the Contractor. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed and accepted by the County prior to the effective date of such termination. If County's termination of Contractor for cause is defective for any reason, including but not limited to County's reliance on erroneous facts concerning Contractor's performance, or any defect in notice thereof, County's maximum liability, if any, shall not exceed the amount payable to Contractor under this Contract.
13. Termination of Contract for Convenience. The County may terminate this Contract at any time by giving the Contractor thirty (30) days prior written notice of such termination. Termination shall have no effect upon the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all accepted goods and work satisfactorily completed and accepted by County prior to the effective date of the termination. Termination of this Contract may be effectuated by the Director of Social Services or his or her designee, without the need for action, approval, or ratification of the Board of Supervisors.
14. Non-Appropriation. County's obligation to pay any amounts due for those fiscal periods succeeding the current fiscal period are contingent upon appropriation or approval of funds for that purpose. If such funds become unavailable, then County may elect to terminate this Contract by giving written notice of termination to Contractor effective immediately or on such other date as County specifies in the notice. The County shall pay for previously assigned and completed work by the Contractor. In such an event, the County shall have no further liability to pay any funds to the Contractor or to furnish any other consideration under this Contract, and the Contractor shall not be obligated to perform any provisions of this Contract or to provide services intended to be funded pursuant to this Contract. If partial funds are appropriated or provided, the County shall have the option to either terminate this Contract with no liability to the County or offer a Contract amendment to the Contractor to reflect the reduced amount.

15. Independent Contractor. Contractor shall, during the entire term of the Contract, be construed to be an independent contractor. Nothing in this Contract is intended or shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise direction or control over the professional manner in which Contractor performs the services which are the subject matter of this Contract; provided always however that the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards, regulations and Contract terms governing such services. Contractor personnel are not and will not be eligible for membership in or any benefits from any County group plan for hospital, surgical or medical insurance or for membership in any County retirement program or for paid vacation, paid sick leave, or other leave, with or without pay or for any other benefit which accrues to a County employee. The County shall be exempt from payment of all Unemployment Compensation, FICA, and Workers' Compensation Insurance, as the Contractor is an independent contractor.
16. Warranty of Contractor. Contractor warrants that Contractor and each of the personnel employed or otherwise retained by Contractor are properly certified, licensed and insured under the laws and regulations of the State of California to provide the special services under this Contract. Contractor further agrees that it shall keep in full force and effect during the entire term of this Contract, all permits, registrations, and licenses, if required by law or contract, to accomplish the work specified herein.
17. Non-Exclusivity. Nothing in this Contract is intended or shall be construed as creating an exclusive arrangement between the County and Contractor. This Contract shall not restrict the County or any of its departments from acquiring similar, equal or like goods and/or services from other entities or sources.
18. Assignment, Delegation or Subcontracting of Contract. Contractor shall not assign any of Contractor's rights, delegate any of Contractor's duties, or subcontract any portion of Contractor's obligations under this Contract without the prior written consent of the County. No assignment, delegation or subcontracting will release Contractor from any of its obligations or alter any of its obligations to be performed under this Contract. Any attempted assignment, delegation or subcontracting in violation of this provision is voidable at the option of the County. If subcontracting is approved by the County, Contractor shall remain primarily liable for all of its obligations under the Contract. Contractor is responsible for payment to subcontractors and must monitor, evaluate, and account for the subcontractor(s) services and operations.
19. Authority of Contractor. If Contractor is a corporation or a limited liability company and is performing services within California, Contractor represents and warrants that it is and will remain, throughout the term of this Contract, either a duly organized, validly existing California corporation or limited liability company in good standing under the laws of the State of California or a duly organized, validly existing foreign corporation or limited liability company in good standing in the state of incorporation or organization and authorized to transact business in the State of California and have an agent for service of process in California. Contractor warrants that it has full power and authority to enter into and

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perform this Contract, and the person(s) signing this Contract warrant that he or she has been properly authorized and empowered to enter into this Contract.

20. Equipment and Supplies. Contractor will provide all necessary equipment and supplies in order to carry out the terms of this Contract.
21. Governing Law and Venue. This Contract has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract. The parties will submit to the jurisdiction of the Superior Court of the County of San Luis Obispo, notwithstanding Code of Civil Procedure section 394, as may be amended from time to time. If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
22. Section Headings and Subheadings. Section headings and subheadings contained in this Contract are included for convenience only and shall not limit or otherwise affect the terms of this Contract.
23. Waiver. The acceptance by County of late or partial performance of any goods or services with or without objection or reservation shall not waive the right to claim damage for such breach and shall not constitute a waiver of the rights or requirements for the complete and timely performance of any obligation remaining to be performed by the Contractor, or of any other claim, right or remedy of the County.
24. Entire Contract. This Contract supersedes all previous contracts between the parties related to the services and/or goods which are the subject of this Contract. It constitutes the entire understanding of the parties with respect to the goods and services. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this Contract, Contractor relies solely upon the provisions contained in this Contract and no others. This Contract may be executed via facsimile or pdf e-mail, and in any number of counterparts, each of which shall be considered an original and all of which, taken together, shall constitute one and the same instrument.
25. Severability. If any provision of this Contract is held invalid, the remainder of the Contract shall not be affected thereby, and all other parts of this Contract shall nevertheless be in full force and effect.
26. Time is of the Essence. Time is of the essence in the delivery of the goods or services by Contractor under this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications,

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drawings, samples, or descriptions, or the services that do not conform to the prescribed scope of work. Acceptance of any part of the order for goods or services shall not bind County to accept future goods and services.

27. Amendments. The County or the Contractor may amend this Contract at any time provided that such amendments make specific reference to this Contract, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the County's governing body. Such amendments shall not invalidate this Contract, nor relieve or release the County or Contractor from its obligations under this Contract.

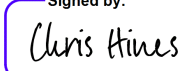
The County may, in its discretion, amend this Contract to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Contract, such modifications will be incorporated only by written amendment signed by both County and Contractor.

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

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IN WITNESS WHEREOF, the Parties have executed this Contract on the day and the year set forth below.

Timberline Construction Group, LLC, a Limited Liability Company in the State of Alabama, registered to conduct business in the State of California

Signed by:

BY: A81BBF49B742437...
Chris Hines, Managing Member

DATED: 8/6/2026

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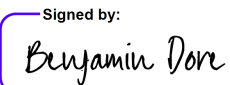
COUNTY OF SAN LUIS OBISPO, A Political Subdivision of the State of California

DocuSigned by:

DCA937EAE92A4DC...
BY: _____
Devin Drake
Director, Department of Social Services

8/6/2026
DATED: _____

APPROVED AS TO LEGAL FORM AND EFFECT:
JON ANSOLABEHERE
County Counsel

Signed by:

4CA4DC1E40F7470...
BY: _____
Deputy County Counsel

8/6/2026
DATED: _____

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EXHIBIT A

SCOPE OF WORK

2023 COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY

Organization Name: Timberline Construction Group, LLC

Project Name: Manufactured Housing Vendor and Installation Services for the Manufactured Home Replacement and Elevation Project (MHRE)

Project Address: Manufactured Home sites within San Luis Obispo County

Project Description: Provide Manufactured Homes, Removal, Site Preparation and Installation Services

National Objective. Per 24 CFR 570.208, this project meets the following National Objective: Low/Moderate Income Housing

Deliverables. The project will provide the following services that include but are not limited to the following. Changes may be made with written prior approval of both Parties.

1. Contractor Responsibilities

The Contractor is responsible for completing the Scope of Work and maintaining a complete understanding of all applicable Program policies, requirements and protocols. Construction includes the removal of damaged MHUs utilizing safe handling practices for lead-based paint and asbestos, site preparation, as priced, will exclude any poured footer foundations or stem walls if required by the local jurisdiction, or if the home is in a flood hazard area, new construction and installation of accessible ramps, stairs or lifts, unit installation and elevation services and all related setup activities for MHU installation in accordance with the MHRE program. Contractor for the Manufactured Home Replacement and Elevation RFQ will work closely with County and Program Applicants throughout the duration of the Contract.

Contractor shall prepare plans and design documents for the replacement and elevation of the MHU in compliance with all Program, federal, state and local building standards and requirements. Units must be elevated to a minimum of 2 feet above base flood elevation (BFE), if required, for the site.

Contractor shall provide the necessary labor to carry out the acquisition, delivery, removal of existing unit and installation services for replacement MHUs from the

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manufacturer or staging area to the site of installation. This includes ensuring all required Department of Transportation hauling permits are obtained by the hauler.

Contractor shall obtain all licenses and/or permits for demolition, if applicable, removal, and setting of the new MHU unit (including any separately filed permits for applicable site work) and supply copies of progress reports and issuance of Certificates of Occupancy to the County.

Contractor shall provide rapid and reasonable resolutions to problems, and / or changes encountered.

The Contractor must understand and comply with California Codes of Regulations, specifically Title 24 - California Building Standards code and Title 25 - Housing and Community Development. The General Contractor must have a C 47 certification to install mobile homes. Contractor shall ensure all staff and subcontractors know and enforce housing policies as required by the County, HCD, or HUD.

Construction standards include, but are not limited to:

- 24 CFR 3280 – Manufactured Home Construction and Safety Standards
- Local Building Codes
- Wildland-Urban Interface (WUI) Area Building Codes
- California Code of Regulations, Title 25, § 4302 (1), as required
- CBC Chapter 11B (including, but not limited to, Sections 11B-233 et seq. and 11B-809.1 et seq.) providing accessible features to the extent required by Chapter 11B and applicable Fair Housing Laws

2. MHU Vending and Installation Services

Provide Program applicants with at least two (2) options for two (2), three (3), and four (4)-bedroom MHUs that meet a turnkey, full-service solution and have been approved by the County. Manufactured homes with existing attached carports and/or covered areas that are part of the original structure will receive similar structures as part of the replacement. Additions of carports and/or covered areas for the new unit will be priced on a case-by-case basis and not included in the original pricing.

MHU options must have alternatives to ensure ADA compliance including

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wheelchair-accessible alternatives and accommodations for households with visual and hearing impairments that meet all applicable Americans with Disabilities Act (ADA) standards and California Building Code Chapter 11B accessibility requirements.

All MHU options and plans must meet California Building Standards Code and comply with Title 24, Title 25, Code of Federal Regulations, Part 3280 – Manufactured Home Construction and Safety Standards. All MHUs shall also be compliant with any state or local building and zoning codes that exceed Federal requirements for MHU unit construction and installation. Plans must also have Chapter 7A alternatives to meet Wildland-Urban Interface (WUI) building codes for ignition resistant construction in California's Fire Hazard Severity Zones.

Materials include:

- Floor
 - Living room/bedrooms: Carpet
 - Kitchen/bathrooms: Vinyl
- Exterior
 - Siding material:
 - Sheathing:
 - Color: factory select
- Windows and Doors
 - Windows: windows and storm windows for Thermal Zone 2
 - Doors: doors for Thermal Zone 2
- Roof/Ceiling
 - Roof material:
 - Insulation:
- Plumbing
 - Kitchen sink: Drop-in stainless-steel double bowl
 - Bathroom sinks:
 - Faucets:
 - Water heater: Electric
- HVAC
 - Heat: Electric (gas option)
 - Air Conditioning (AC): Provide AC system for the living room and all bedrooms
- Electrical
- Load Center: 200-amp service
 - Interior Features/Appliances

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- Cabinets: Medium-Density Fiberboard
 - Countertops: Formica
3. Contactor shall enter into a written agreement with the Approved Applicant (homeowner) for the purchase of the selected unit and all applicable warranties as follows:
- a. Contractor warrants all work performed in connection with the elevation and support of the manufactured home, including but not limited to foundation, piers, posts, skirting, steps, ramps and site improvements, shall be performed in good and workmanlike manner and in compliance with all applicable building codes and regulations.
 - b. Contractor warrants all work performed in connection with the elevation and support of the manufactured home, including but not limited to foundation, piers, posts, skirting, steps, ramps and site improvements, shall be performed in good and workmanlike manner and in compliance with all applicable building codes and regulations. A warranty must be provided pursuant to California Civil Code Chapter 3, Sections 1797-1797.7. The law specifically states that "The warranty provided for in this chapter shall apply to the manufacturer of the manufactured home as well as to the contractor or dealer who sells the manufactured home to the buyer. The warranty shall cover the electrical, plumbing, heating, cooling, fire safety, and structural systems, and all appliances of the manufactured home as installed or manufactured by the contractor, dealer, or manufacturer. Where a manufacturer sells a manufactured home directly to a city, city and county, or other public agency pursuant to the exception established in Section 18015.7, the manufacturer shall be responsible for providing the warranty required by this chapter".
 - c. Consistent with the standards and timeframes outlined in California Civil Code Sections 900 and 896-945.5, the following warranties shall apply to the site-built work: Contractor warrants that the work shall be free from defects in materials and workmanship for a period of one year following completion, and Contractor must provide a four year warranty to cover any patent defects, which are apparent flaws in the construction and a ten year warranty to cover any latent defects, such as structural deficiencies that could compromise the building's integrity or safety.
 - d. The Homeowner must sign an acknowledgement form indicating that

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they have received and reviewed warranties with their building contractor and/or manufactured home dealer.

4. . The County shall monitor the construction work and any applicable warranty obligations.
5. Initial Home Inspection
Contractor will perform a site inspection to assess the property and determine what action would be needed to replace and elevate (if applicable) the unit. During the process, the Contractor will observe and document all the following with notes, and at a minimum, take photos of the following:
 - Front Elevation
 - All other exterior elevations
 - Adjacent exposures (backyard, side yard, proximity of dwelling, and any outbuildings)
 - Obvious environmental issues (such as hazardous trees threatening the construction site)
6. Observe Federal Regulations
All federal regulations regarding lead-based paint, asbestos, environmental review and mitigation measures, program standards, procurement, labor standards, Section 3, etc. apply to this program. If the mobile home contains hazardous materials (e.g., asbestos, lead paint), mitigation measures that follow EPA, NESHAP, and state/local hazardous waste handling rules must be followed as part of the demolition process.
7. Remove and dispose of the existing unit, obtaining all necessary permits and following all required mitigation and environmental measures. Perform all site work to allow for the installation of the new unit. Site work will include the removal of any obstructive landscaping, leveling of site, fill, or drainage modifications (including the installation of a driveway culvert, drainpipe and/or apron if required for the permit) and repair and/or pad replacement.
8. Perform installation, elevation, and immobilization services for the MHU following delivery including, but not limited, repairing or replacing footings, perimeter supports, piers, anchoring and skirting, completing stairs and landings (or handicap accessible ramps or lifts, as required), handrails, guardrails, attached carports or coverings, and connection to all utilities. All installation and immobilization services must be compliant with HUD MHU Home Installation Standards as required by 24

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CFR Part 3285 and follow any more restrictive requirements that may be detailed by state or local building codes or specific park locations. Unit must be elevated to a minimum of 2 feet above base flood elevation for the site.

9. Provide the capacity and resources to ensure compliance with California Labor Code and State Prevailing Wages; and Federal regulations including Section 3 Final Rule 24 CFR Part 75, SAM registration, and 2 CFR 200.318-327. Meet HUD Section 3 requirements including the following:

- Include Section 3 job eligibility in all job postings by Contractor and Subcontractors;
- Including the Section 3 Worker and Targeted Section 3 Worker Self-Certification Form in all job postings;
- Add Section 3 language in all subcontracts;
- Conduct activities to recruit Section 3 business concerns and Section 3 Workers as outline in the Section 3 Report Form;
- Report Section 3 requirements on the Section 3 Report Form to the County for each project.

10. Manage and monitor all tiers of subcontractors and the work, services, and/or materials they are providing. HCD expects the General Contractor to provide competent, licensed, insured and qualified staff to work on the Scope of Work described in this Section. HCD, in coordination with the Subrecipient, reserves the right to prohibit unlicensed, uninsured, unqualified, or incompetent staff of the General Contractor from assisting with the implementation of the Program. Neither the General Contractor, a subcontractor, nor anyone providing goods or services may be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. Contractor shall verify with the federal list of debarred entities <https://sam.gov/content/home>

11. Subcontract with qualified entities that have experience and expertise working with MHUs. This experience should include, but not be limited to, site preparation installation of new, compliant MHUs, and all site work in compliance with applicable federal, state, and local codes and permitting requirements.

12. Provide all staff who interface directly with homeowners and subcontractors working outside of established program offices with identification, including a

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standard color collared shirt and photo identification

13. All Contractor staff and subcontractors meeting with homeowners must possess and present at all times, approved work orders showing authorization to survey and conduct work on their homes. Work orders must clearly identify the Construction Scope of Work and anticipated timelines for work completion as the General Contractor.
14. Ensure all staff and subcontractors know and enforce housing policies required by County, HCD or HUD. Contractor warrants all work performed in connection with the elevation and support of the manufactured home, including but not limited to foundation, piers, posts, skirting, steps, ramps and site improvements, shall be performed in good and workmanlike manner and in compliance with all applicable building codes and regulations. A warranty must be provided pursuant to California Civil Code Chapter 3, Sections 1797-1797.7. The law specifically states that "The warranty provided for in this chapter shall apply to the manufacturer of the mobilehome or the manufactured home as well as to the contractor or dealer who sells the mobilehome or the manufactured home to the buyer. The warranty shall cover the electrical, plumbing, heating, cooling, fire safety, and structural systems, and all appliances of the mobilehome or manufactured home as installed or manufactured by the contractor, dealer, or manufacturer. Where a manufacturer sells a mobilehome or manufactured home directly to a city, city and county, or other public agency pursuant to the exception established in Section 18015.7, the manufacturer shall be responsible for providing the warranty required by this chapter". Consistent with the standards and timeframes outlined in California Civil Code Sections 900 and 896-945.5, the following warranties shall apply to the site-built work: Contractor warrants that the work shall be free from defects in materials and workmanship for a period of one year following completion, and Contractor must provide a four year warranty to cover any patent defects, which are apparent flaws in the construction and a ten year warranty to cover any latent defects, such as structural deficiencies that could compromise the building's integrity or safety.

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EXHIBIT B

BUDGET, COMPENSATION AND BILLING

2025 COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY

Organization Name: Timberline Construction Group, LLC

Project Name: Manufactured Housing Vendor and Installation Services for the Manufactured Home Replacement and Elevation Project (MHRE)

Project Address: Manufactured Home sites within San Luis Obispo County

Amount of CDBG funding award: Variable

1. Compensation. County shall reimburse Contractor on behalf of the applicant, in full for all services performed by Contractor pursuant to the terms of this contract and the written agreement between Contractor and Approved Applicant, the following sum(s) in the following manner:
 - a. County's Maximum Cost: Contractor understands that the County shall not expend more than the bid price for the units and for all services under this Contract, pursuant to the project budget in this Exhibit B. Price includes items listed in the scope of work including, but not limited to, project management, labor, permits, licenses, insurance, cost of the new manufactured home selected by homeowner, décor options selected by homeowner, site preparation, installation, homeowner warranty. Quotes will be obtained to provide the following additional requirements.
 - i. The County understands that the Contractor will provide a quote for ADA improvements for each project requiring ADA improvements not to exceed \$30,000 per unit in excess of the bid price. Some items in the list can only be performed on certain models. ADA Accessible items include the following:
 1. Eliminate the kitchen island for better accessibility
 2. Move or reduce the size of the island
 3. Shower with grab bars
 4. Toilet grab bars
 5. Roll-in shower
 6. Low threshold 4" lip with seat
 7. Primary bathroom, lavatory sinks without cabinets, a 30" height versus the standard 36" height
 8. Kitchen sink without cabinets
 9. Front-facing controls on the range
 10. Lever style door handles

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11. Wide door from to the primary bedroom and bathroom
12. Exterior steps/ramps or lifts with handrails
13. 32" or 36: doors and 36: hallways
14. Strobe smoke/CO alarms if needed

- ii. The County understands that the cost of demolition of the existing unit and the proper disposal of the unit was not included in the bid price and will be quoted per project not to exceed \$20,000. per unit. Contractor is not responsible for identifying, inventorying, storing, protecting, or replacing personal property left in the unit. Any non-hazardous personal property remaining after homeowner written release shall be deemed abandoned and may be disposed of with the unit. Hazardous, regulated, or special-disposal materials are excluded unless they are separately authorized and priced.
 - iii. Change orders for all items not included in the bid price must be submitted and approved by the County in advance of any work or material purchases.
- b. Contractor shall be reimbursed for all necessary and reasonable costs incurred on behalf of the County within the limits obligated by the Contract. Any costs incurred by the Contractor over and above the sums obligated by the Contract shall be at the sole risk and expense of the Contractor.
 - c. Contractor submitted a line-item budget as part of the proposal. Said budget shall be subject to approval by the County and shall be maintained on file.
 - d. All travel and lodging expenses will the responsibility of the Contractor.

2. Budget Adjustments.

- a. Budget adjustments may be requested by Contractor and shall be subject to approval by the County. The Director of Social Services or his or her designee must, in advance and in writing, approve and execute budget adjustments. Requests for budget adjustments must be in writing with a showing of good cause that advances the overall purpose of the Contractor.
- b. The Board of Supervisors expressly grants to the Director or his or her designee, the authority to approve said budget adjustments provided the change does not increase the maximum compensation of this Contract or any other burden of the County under this Contract.
- c. Subject to prior review and approval of the Director or his or her designee, line-item shifts of up to twenty-five (25%) are allowed, so long as the Contract total neither

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increases nor decreases. Line-item shifts meeting criterion shall not require a formal Contract amendment. Line-item shifts not meeting this criterion shall require a formal Contract amendment.

- d. Prior to commencement of services, if not previously provided, Contractor shall provide a valid, current W-9 containing the Contractor's taxpayer ID number to the Program Manager.
- e. Federally funded programs require ACH Payment Registration for reimbursements per Federal Executive Order 14247.

3. Billing.

- a. Contractor agrees to the Draw Request Process as outlined in Section 9.2 Draw Request Process of the 2023 Manufactured Home Replacement and Elevation (MHRE) Program Policies and Procedures Manual.

Construction work must start on each project within thirty (30) days after the permits are issued for the site. Construction work must be completed within one hundred and eighty (180) days after the permits are issued. Delays outside of the Contractor's control including but not limited to, homeowner decisions, park approvals, and permitting agency delays, are excluded.

Draw requests will be accepted at the following completion intervals.

25% - Progress Inspection:

- ✓ Construction Agreement signed.
- ✓ MHU order placed, and the Receipt of Deposit is uploaded to System of Record.
- ✓ Conditional Waiver and Release on Progress Payment forms are signed by the General Contractor and/or Subcontractors and uploaded to the System of Record.

75% - Progress Inspection:

- ✓ MHU completed in factory and is ready for delivery.
- ✓ Manufacturer Certificate of Origin uploaded to the System of Record.
- ✓ Tier 2 and any required mitigation has been completed and approved.
- ✓ Demolition and/or removal of the damaged MHU is complete.
- ✓ Site preparation is complete and ready for the delivery and installation of the MHU.
- ✓ Conditional Waiver and Release on Progress Payment forms are signed by the General Contractor and/or Subcontractors and uploaded to the System of Record.

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95% - Progress Inspection:

- ✓ MHU delivered and installed.
- ✓ MHU elevated to correct height using the site appropriate following elevation methods:
 - Pier & Beam System
 - Perimeter Wall or Foundation
 - Piles (Helical, Screw and Driven)
- ✓ Skirting completed.
- ✓ Utilities connected.
- ✓ Ramp, lift, or stairs are completed.
- ✓ Final permit signed off.
- ✓ Certificate of Occupancy received (if applicable) or HCD issues registration.
- ✓ Conditional Waiver and Release on Progress Payment forms are signed by the General Contractor and/or Subcontractors and uploaded to the System of Record.
- ✓ All warranties and instruction booklets for installed equipment are on-site.

5% - Progress Inspection:

- ✓ All performance obligations under the Statement of Work are complete.
 - ✓ Final walkthrough with Applicant is complete and all keys turned over to the Applicant.
 - ✓ Upon receipt of final payment, the Unconditional Waiver and Release of Final Payment form signed by the General Contractor and provided to the County within 15 days of receipt of payment.
- b. The statement/invoice shall include the purchase order number (if any), and an itemized statement containing a description of the work and dates Contractor performed the work. The invoice shall be accompanied by appropriate documentation as proof of and/or justification for each expenditure made. Please use the last date of the service period as the invoice date.
- c. All fiscal reports, draw requests and supporting documentations shall be submitted to the County by email to: SS_HomelessGrants@co.slo.ca.us

Questions may be directed to:

Program Manager: Marge Castle (805) 788-9491 or by email to mrcastle@co.slo.ca.us

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4. Documentation. The Contractor must keep documentation showing that CDBG-DR funds were spent on allowable costs in accordance with the requirements for eligible activities under 24 CFR 570.200 through 570.210, financial management in 2 CFR 200.302, and the cost principles in 2 CFR 200, Subpart E.
 - a. Labor reports for each employee shall be true to hours worked on the Project and not a percentage allocation. Contractors are required to specify time spent working on the project within the documentation.
5. Payments. County shall, within thirty (30) days following receipt of an approved itemized statement from Contractor meeting all criteria in the Contract, pay the undisputed charges on the invoice. If, due to either an issue with charges on an invoice or the Contractor's failure to perform its obligations under this Contract, the County disputes any charge(s) on an invoice, the County may withhold the disputed amount, provided that (a) there is a reasonable basis for the dispute, and (b) the County delivers a written statement to Contractor within ten (10) days of the due date of the invoice, describing in detail the basis of the dispute and the amount being withheld by the County.

The Parties shall exchange any information needed to resolve the dispute within a reasonable time. Absent fraud or mistake on the part of the County or CA HCD, the determination by the County and CA HCD of allowance of any expenditure shall be final.

6. Withholding Payment. In addition to withholding payment due to disputed charges on a payment request, County shall have the right to withhold payment to Contractor under any of the following conditions.
 - a. Contractor has not documented or has not sufficiently documented Contractor's services according to record standards of the industry and any special requirements needed by third party payors or federal or state funding agencies.
 - b. Contractor has failed or refused to furnish information or cooperate with any inspection, review, or audit of Contractor's program or County's use of Contractor's program. This includes interviews and/or reviews of records in any form of information storage.
 - c. Contractor has failed to sufficiently itemize or document an itemized payment request.
 - d. When, in the opinion of County and expressed by County to Contractor in writing, Contractor's performance, in whole or in part, has not been sufficiently documented.

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7. Reimbursement of Improper Expenditures. If at any time within applicable statutory periods of limitation it is determined by County, by CA HCD, or its duly authorized representatives, HUD or by the United States Secretary of Treasury or his duly authorized representatives that funds provided for under the terms of this Contract have been used by or on behalf of Contractor in a manner or for purposes not authorized or prohibited by 24 CFR Part 570, or by regulations adopted pursuant thereto, Contractor shall, at County's request, pay to County an amount equal to one hundred percent (100%) of the amount improperly expended.

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8. Budget.

Units described in the budget are shown in Exhibit B-1. Price is inclusive of work described in Exhibit A, Scope of Work with the exception of demolition and ADA improvements. Unusual site-specific conditions, park-required upgrades, utility extensions, park pad replacement, non-standard homeowner options, and carports/covered structures are included only by approved change order.

Unit #	Bedroom	Bath	SF	Bid Price
1	2	2	1042	\$227,422
2	3	2	1172	\$236,555
3	4	2	1326	\$237,380
4	2	2	1056	\$246,207
5	3	2	1360	\$260,581
6	4	2	1325	\$259,751

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EXHIBIT C

EFFECTIVE DATE AND DURATION

COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY

1. Effective Date. This Contract shall be effective as of the date this Contract is signed by County, and that signatory shall be the last to sign.
2. Service Date.
Services shall commence on or after the last date signed and shall end upon the end of the duration date, as outlined in section 3 of this Exhibit, below.
3. Duration Date. This Contract shall remain in effect from the effective date, stated in section 1 of this Exhibit, unless terminated sooner or extended pursuant to section 4 of this Exhibit. The term of the Contract shall commence on the Contract Effective Date and span one (1) year with four (4) optional extensions not to exceed a total of twenty-four (24) months. The optional extensions can be approved at varying increments and at the same rates as submitted in response to the MHU Vendor and Installation Services RFQ.

The selected Contractor(s) shall not be authorized to deliver goods or commence performance of services described in the MHU Vendor and Installation RFQ prior to the Effective Date which shall be the date the Contract is approved by the County of San Luis Obispo. Any delivery of goods or performance of services by the awarded Contractor that is commenced prior to the Effective Date shall be considered gratuitous on the part of the awarded Contractor with no cost to the County or HCD.

4. Option to Extend.
 - a. The Director of the Department of Social Services, or his or her designee, may, at his or her sole discretion, grant the Contractor extensions to this Contract provided that the final end date of the term does not extend more than thirty-six (36) months after the end date identified in Exhibit C, Section 3 of the original Contract.
 - b. Should both Parties exercise the right to extend this Contract, the maximum fund amount for this Contract in total per extended term is identical to the maximum fund amount as described in Exhibit B.

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EXHIBIT D

COUNTY OF SAN LUIS OBISPO

INSURANCE REQUIREMENTS

COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY

INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the County and its officers, agents, employees, and volunteers from and against all claims, demands, damages, liabilities, loss, costs, and expense (including attorney's fees and costs of litigation) of every nature arising out of this Contract to the extent caused by the negligent performance or attempted performance or the provisions hereof, including any willful or negligent act or omission to act on the part of the Contractor or his agents or employees or independent contractors. This indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County.

INSURANCE COVERAGE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: **ISO** Form Number CA 00 01 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. Workers' Compensation **insurance** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. If Contractor will provide leased

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employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage shall also include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

If the Contractor maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the Contractor.

OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Contractor's insurance coverage shall be primary** insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Excess or Umbrella Policy

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this Contract. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and

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which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.

Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the required insurance shall constitute a material breach of the Contract, upon which the County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

Waiver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Any and all deductibles and SIRs shall be the sole responsibility of the Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured parties. The County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. The policy must also provide that Defense costs, including the Allocated Loss Adjustment expenses, will satisfy the SIR or deductible.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract work.

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2. Insurance must be maintained, and evidence of insurance must be provided **for at least five (5) years after completion of the Contract of work**
3. If coverage is canceled or non-renewed and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of Contract work.

Verification of Coverage

Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this clause **and a copy of the Declaration and Endorsements pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Certificates and copies of any required endorsements shall be sent to:

County of San Luis Obispo
Department of Social Services, Homeless Services Division
P.O. Box 8119, San Luis Obispo, CA 93403-8119
Attention: Marge Castle, Program Manager

Or by email to:

SS_HomelessGrants@co.slo.ca.us

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Minimum Scope of Coverage Modifications

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Without limiting the foregoing and notwithstanding these requirements, during the term of the Contract, Contractor shall obtain insurance policies commensurate with any modification(s) to the County's general insurance requirements upon written notice from the County of said modification(s).

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EXHIBIT E

PROGRAM-SPECIFIC PROVISIONS

COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY

1. General Compliance. The Contractor agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants [CDBG]) including subpart K of these regulations, except that (1) the Contractor does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Contractor does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Contractor also agrees to comply with all other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this Contract. The Contractor further agrees to utilize funds available under this Contract to supplement rather than supplant funds otherwise available.
2. Notices. All notices given or made pursuant hereto shall be in writing and shall be deemed to have been duly given if delivered personally, mailed by registered or certified mail (postage paid, return receipt requested) or sent by a nationally recognized overnight courier (providing proof of delivery) to the Parties at the following addresses or sent by electronic transmission to the following facsimile numbers:
 - a. The County's representative who shall be responsible for negotiations, contractual matters, and coordination with the Contractor is as follows:

Name and Title:	Marge Castle, Program Manager
Address:	County of San Luis Obispo Department of Social Services P.O. Box 8119 San Luis Obispo, CA 93403-8119
Fax:	(805) 788-2457
Telephone:	(805) 788-9491
Email:	mrcastle@co.slo.ca.us
 - b. The Contractor's representative who shall be responsible for job performance, negotiations, contractual matters, and coordination with the County is as follows:

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Name and Title:	Chris Hines, Managing Member
Contractor Name:	Timberline Construction Group, LLC
Contractor Address:	77 Pardue Road Pelham, Alabama 35124-2153
Telephone:	(205) 335-5106
Email:	chines@timberlinecg.com
Entity UEI:	#ZJZNBA6QT8J5

- c. Any such notice shall be deemed to have been received:
 - i. In the case of personal delivery or facsimile transmission with confirmation retained, on the date of such delivery or transmission; or
 - ii. In the case of nationally recognized overnight courier, on the next business day after the date sent; or
 - iii. In the case of mailing, on the third business day following posting.
3. Environmental Review. 24 CFR Part 58 prohibits the commitment or expenditure of HUD funds until the environmental review process has been completed. The California Department of Housing and Community Development has completed the required Tier 1 environmental reviews.
4. County Recognition. The Contractor shall ensure recognition of the role of the County in providing services through this Contract. All activities, facilities and items utilized pursuant to this Contract shall be prominently labeled as to funding source. In addition, the Contractor will include a reference to the support provided herein in all publications made possible with funds made available under this Contract.
5. Administrative Requirements.
 - a. Documentation and Record Keeping.
 - i. Records to be Maintained. Contractor shall keep complete and accurate records of the services performed under this Contract. The Contractor shall allow the County Auditor to inspect and audit any and all books, and records maintained by Contractor and subcontractors pertaining to the services under this Contract at any reasonable time during normal business hours. Books and records include, without limitation, all physical records originated or prepared pursuant to the performance under this Contract including work papers, reports, financial records and books of account. Upon request, at any time during the period of this Contract, and for a period of five years thereafter, the Contractor shall furnish any such record, or copy thereof, to the County Auditor.

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- ii. The Contractor shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Contract. Such records shall include but not be limited to:
 - 1. Records providing a full description of each activity undertaken;
 - 2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - 3. Records required to determine the eligibility of activities;
 - 4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - 5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - 6. Financial records as required by 24 CFR 570.502; and
 - 7. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
- b. Retention. The Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a period of five (5) years. The retention period begins on the date of the submission of the County's project closeout report to HCD in which the activities assisted under the Contract are reported on for the final time.
- c. Client Data. The County shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client identifier, address, income level or other basis for determining eligibility, and description of service provided.
- d. Disclosure. The Contractor understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or Contractor's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
- e. Close-outs. The Contractor's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to making final payments, disposing of program assets

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(including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Contract shall remain in effect during any period that the Contractor has control over CDBG funds, including program income.

- f. Audits & Inspections. All Contractor records with respect to any matters covered by this Contract shall be made available to the County, grantor agency, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Contractor within 30 days after receipt by the Contractor. Failure of the Contractor to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Contractor hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning Contractor audits and 24 CFR 200 Subpart F.
- g. Pursuant to Government Code section 8546.7, every contract involving the expenditure of public funds in excess of \$10,000 is subject to examination and audit of the State auditor, at the request of the public entity or as part of any audit of the public entity, for a period of five years after final payment under the Contract. Contractor shall permit the State Auditor to have access to any pertinent books, documents, papers and records for the purpose of said audit. County shall advise Contractor if it becomes aware of such audit at least fourteen (14) days prior to the commencement of the audit. All payments made under this Contract shall be subject to an audit at County's option and shall be adjusted in accordance with said audit. The Contractor shall be responsible for receiving, replying to, and complying with any audit exceptions set forth in any County audits. This provision is in addition to any other inspection and access rights set forth in this Contract.

6. Financial Management.

- a. Use and Reversion of Assets. The use and disposition of real property and equipment under this Contract shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:
 - i. The Contractor shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Contract at the time of expiration, cancellation, or termination. Real property under the Contractor's control that was acquired or improved, in whole or in part, with funds under this Contract in excess of \$25,000 shall be used to meet

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one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Contract. If the Contractor fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Contractor shall pay the County an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the County. The Contractor may retain real property acquired or improved under this Contract after the expiration of the five-year period.

- ii. In all cases in which equipment acquired, in whole or in part, with funds under this Contract is sold, the proceeds shall be program income (prorated to reflect the extent to funds received under this Contract were used to acquire the equipment). Equipment not needed by the Contractor for activities under this Contract shall be (a) transferred to the County for the CDBG program or (b) retained after compensating the County [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].
- b. Accounting Standards. The Contractor agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- c. Cost Principles. The Contractor shall administer its program in conformance with 2 CFR 200 Subpart E – Cost Principles. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

7. Uniform Administrative Requirements.

- a. Compliance. Pursuant to 24 CFR 570.502, the Contractor will comply with the requirements of 2 CFR part 200 and 24 CFR part 570. If there is a conflict between definitions in 2 CFR part 200 and 24 CFR part 570, the definitions in 24 CFR part 570 shall govern.
- b. Subpart K of 24 CFR Part 570. The Contractor agrees to conduct each activity in compliance with all Federal laws and regulations described in subpart K of these regulations.
- iii. Contractors that expend \$750,000 or more in total Federal financial assistance in a program year are responsible for obtaining an independent audit in accordance with the Single Audit Act of 1984 (with amendment in 1996) 2 CFR

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200, Subpart F – Audit Requirements. Contractor shall ensure that their annual financial statements are audited by an independent audit firm and a copy is provided to County on an annual basis, no later than thirty (30) days after the completion of the audit.

The total computation of assistance includes all Federal funds received by the entire entity and not a department, division or section receiving CDBG funding. To determine the amount of Federal assistance expended, all federal assistance must be considered including funds received directly from a federal agency, through a state or local government, through nonprofit organizations or through any combination thereof.

- c. **Contract Responsibility for Monitoring and Records.** HCD, HUD, the Office of the Inspector General (OIG), and the designated representatives of the Contractor, and other appropriate officials shall have access to all personnel records, management information, and fiscal data of the Contractor and any agency or contractor with whom the Contractor executes a subcontract necessary to carry out any CDBG program(s) for monitoring purposes (2 CFR Part 200.328, 200.327 and 200.326). The Contractor shall respond in a timely manner to all identified corrective action needs as a result of HCD, HUD, County, or other monitoring. The Contractor shall submit to the County all required reports and monitoring corrective action plans on a timely basis, as delineated by the County. Records shall be maintained as follows:
 - i. The Contractor agrees to retain all pertinent records under the CDBG program, including financial records, until advised by the County or HCD that further retention is unnecessary. Generally, records shall be retained for a period of five (5) years from the end of the fiscal year in which the last project covered by the County Agreement with HCD is completed. Records shall be open and available for inspection by auditors and/or other staff assigned by HCD, HUD and/or the County during the normal business hours of the Contractor. If at the end of such five (5) year period, there is ongoing litigation, claims, negotiations, audit, or other action involving the Contractor's or the County's records, which has started before expiration of the five (5) year period, the Contractor will retain the records until the completion of the action and resolution of all issues which arise from it as stated in 2 CFR Part 200.333.
 - ii. Consistent with applicable state and local laws regarding privacy and obligations of confidentiality, the Contractor shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts to the County, HCD, HUD or its agent, or other authorized Federal or State officials for purposes of investigation to ascertain compliance with the rules,

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regulations and provisions stated herein. The Contractor also must provide citizens with reasonable access to records on the past use of CDBG funds (24 CFR 570.508).

iii. Records for nonexpendable property shall be retained for a period of five (5) years after final disposition of the property, if applicable.

8. Conflict of Interest. Contractor acknowledges that Contractor is aware of and understands the provisions of sections 1090 et seq. and 87100 et seq. of the Government Code, which relate to conflict of interest of public officers and employees. Contractor certifies that Contractor is unaware of any financial or economic interest of any public officer or employee of the County relating to this Contract. Contractor shall comply with applicable requirements of Government Code section 87100 et seq. during the term of this Contract. The Contractor agrees to abide by the provisions of 24 CFR 84.42, 24 CFR 570.611, 2 CFR 200.317 and 2 CFR 200.318, which include (but are not limited to) the following:
 - a. The Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
 - b. No employee, officer, or agent of the Contractor shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, is involved.
 - c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, 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 in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the County, the Contractor, or any designated public agency.
9. Religious Activities. The Contractor agrees that funds provided under this Contract will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

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10. Copyright. Any reports, maps, documents or other materials produced in whole or part under this Contract shall be the property of the County and shall not be subject to an application for copyright by or on behalf of Contractor.

11. Findings Confidential. No reports, maps, information, documents, or any other materials given to or prepared by Contractor under this Contract shall be made available to any individual or organization by Contractor without the prior written approval of County.

12. Confidential Information. For the purpose of this Contract, "Confidential Information" shall mean information or material proprietary to the County or designated as "Confidential Information" by the County, and not generally known by non-County personnel, which Contractor may obtain knowledge of or access to as a result of a contract for services with the County. The Confidential Information includes, but is not limited to, the following types of information or other information of a similar nature (whether or not reduced to writing): applications, pre-application questionnaires; applicant names; addresses; contact information including phone numbers and, emails; personal information for any and all household members including names, addresses, and contact information; financial information and all financial documents including pay stubs, tax returns, Social Security payments, alimony and child support, living trusts and wills and all worksheets; all documents obtained for the program, including but not limited to, birth, citizenship, legal status, naturalization, driver's license; grant determinations, ownership documents including Certificates of Title and leases; checklists and verifications. Confidential Information also includes any information described above which the County obtained from another party which the County treats as proprietary or designates as Confidential Information, whether or not owned or developed by the County. Information publicly known and that is generally employed by the trade at the time that Contractor learns of such information or knowledge shall not be deemed part of the Confidential Information. Contractor shall not, without prior written authorization from the County, acquire, use or copy, in whole or in part, any Confidential Information. Contractor shall not disclose, provide or otherwise make available, in whole or in part, the Confidential Information other than to those employees of Contractor who (1) have executed a confidentiality agreement with the County, (2) have a need to know such Confidential Information to perform the services hereunder, and (3) who have been authorized by County to receive such Confidential Information. Contractor shall not remove or cause to be removed, in whole or in part, from County facilities, any Confidential Information, without the prior written permission of County. Contractor shall take all appropriate action, whether by instruction, agreement or otherwise, to ensure the protection, confidentiality and security of the Confidential Information and to satisfy its obligations under the Confidentiality Agreement executed concurrently with this Contract. The provisions of this section shall survive the expiration or termination of this Contract. Contractor shall protect the Confidential Information

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from unauthorized use, access or disclosure in the same manner as Contractor protects its own confidential or proprietary information of a similar nature. Contractor acknowledges that the County, because of the unique nature of the Confidential Information, would suffer irreparable harm in the event that Contractor breaches its obligation under this Contract in that monetary damages would be inadequate to compensate the County for such a breach. In such circumstances, the County shall be entitled, in addition to monetary relief, to injunctive relief as may be necessary to restrain any continuing or further breach by Contractor, without showing or proving any actual damages sustained by the County.

13. Civil Rights.

- a. Compliance and Nondiscrimination. Contractor will abide by all applicable federal, state, and local laws, rules and regulations concerning nondiscrimination and equal opportunity in contracting. Such laws include, but are not limited to, the following: Title VII of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1964 as amended; Section 109 of Title I of the Housing and Community Development Act of 1974 as amended; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086; the Rehabilitation Act of 1973; California Fair Employment and Housing Act; and California Labor Code sections 1101 and 1102. Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of race, age, color, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, national origin, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training, hiring, employment, utilization, promotion, rates of pay or other forms of compensation. Contractor shall not discriminate in providing the goods or services under this Contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, marital status, or other category protected under the law. If County finds that any of these provisions have been violated, such violation shall constitute a material breach of contract upon which County may determine to cancel, terminate, or suspend this Contract. In addition to an independent finding by County of such violation, a finding by the State of California or by the United States of a violation shall constitute a finding by County of such violation.
- b. Nondiscrimination. The Contractor agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable. Contractor shall not discriminate against any employee,

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subcontractor, or applicant for employment because of race, age, color, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, national origin, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training, hiring, employment, utilization, promotion, rates of pay or other forms of compensation. Contractor shall not discriminate in providing the goods or services under this Contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, marital status, or other category protected under the law.

If County finds that any of these provisions have been violated, such violation shall constitute a material breach of contract upon which County may determine to cancel, terminate, or suspend this Contract. In addition to an independent finding by County of such violation, a finding by the State of California or by the United States of a violation shall constitute a finding by County of such violation.

- c. Land Covenants. This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Contractor shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the County and the United States are beneficiaries of and entitled to enforce such covenants. The Contractor, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
 - d. Section 504. The Contractor agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The County shall provide the Contractor with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Contract.
 - e. Subcontract Provisions. The Contractor will include the provisions of Civil Rights and Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.
14. Rights to Inventions. If the Federal award meets the definition of "funding contract" under 37 CFR § 401.2(a) and the County wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties,

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assignment or performance of experimental, developmental, or research work under that "funding contract", the non-Federal entity must comply with the requirements of 37 CFR Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts). The regulation at 37 CFR § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

15. Clean Air Act, Federal Water Pollution Control Act and Environmental Conditions.

a. Clean Air Act.

The Contractor and its subcontractors agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended. 42 U.S.C., § 7401, et seq.

The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

b. Federal Water Pollution Control Act.

The Contractor and all subcontractors agree to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C., § 1251, et seq.

The Contractor and subcontractors agree to report each violation to the County and understand and agrees that the County will, in turn, report each violation as required to assure notification to any pass-through entity, if applicable, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding one hundred fifty thousand dollars (\$150,000) financed in whole or in part with federal assistance provided by FEMA.

c. Flood Disaster Protection.

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Contractor shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance

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Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

d. Lead-Based Paint.

The Contractor agrees that any construction or rehabilitation of residential structures with assistance provided under this Contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven (7) years old. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

e. Historic Preservation.

The Contractor agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Contract. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a federal, state, or local historic property list.

f. Radon.

In accordance with HUD Notice CPD-23-103, as of April 11, 2024, radon must be considered as part of the site contamination analysis for projects subject to HUD's contamination regulations at 24 CFR 50.3(i) or 24 CFR 58.5(i). More specifically, this requirement applies to projects that require environmental review at the level of Categorically Excluded Subject to 24 CFR 50.4 or 24 CFR 58.5 ("CEST"), Environmental Assessment, or Environmental Impact Statement and involve structures that are occupied or intended to be occupied at least four (4) hours per day.

The Contractor agrees to follow all required testing procedures as outlined in the Environmental Assessment or Environmental Impact Statement. Buildings exceeding levels of 4.0 pCi/L, will require mitigation measures. The Contractor is

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responsible for implementing any required mitigation measure as outlined in the Environmental Assessment or Environmental Impact Statement.

Allocated HUD grant funds (CDBG or HOME) may be used to cover the costs of testing and/or mitigation.

16. Debarment and Suspension. This contract is a covered transaction for the purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower-tier transaction it enters into.

This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the County, the state or federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower-tier-covered transactions.

17. Mandatory Disclosures. The Contractor must disclose, in a timely manner, in writing to the County all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award described in 2 C.F.R. § 200.113. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.339 Remedies for noncompliance, including suspension or debarment.

18. Byrd Anti-Lobbying Amendment. Contractors or Subcontractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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 award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with

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obtaining any federal award. Such disclosures are forwarded from tier to tier up to the County who in turn will forward the certification(s) to the federal awarding agency.

If applicable, contractors and subcontractors must sign and submit the following certification to the County with each bid or offer exceeding \$100,000:

EXHIBIT F: Certification for Contracts, Grants, Loans, and Cooperative Agreements.

19. Procurement of Recovered Materials. Where the purchase price of the item is greater than \$10,000, or the value of the amount of items purchased in the preceding fiscal year was greater than \$10,000:

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

Competitively within a timeframe providing for compliance with the Contract performance schedule;

Meeting Contract performance requirements; or at a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

20. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim).

b. Prohibitions.

- i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain

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telecommunications products or from certain entities for national security reasons.

- ii. Unless an exception in paragraph (c) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - 1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - 2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - 3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system;
 - 4. Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- c. Exceptions.
 - i. This clause does not prohibit contractors from providing a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;
 - 1. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
 - ii. By necessary implication and regulation, the prohibitions also do not apply to:
 - 1. Covered telecommunications equipment or services that are not used as a substantial or essential component of any system and are not used as critical technology of any system.
 - 2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

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d. Reporting requirement.

- i. In the event the Contractor and/or subcontractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the County, unless elsewhere in this contract are established procedures for reporting the information.
- ii. The Contractor and/or subcontractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 1. Within one (1) business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 2. Within ten (10) business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. Subcontracts. The Contractor and/or subcontractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts and other contractual instruments.

21. Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the

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application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

22. Access to Records. The Contractor shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the County, HCD, HUD or its agent, or other authorized federal or state officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

23. Inflation Adjustment of Acquisition – related dollar threshold. Appendix II to Part 200-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards:

- a. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

24. Employment Restrictions. The Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

25. Conduct.

- a. Assignability. The Contractor shall not assign or transfer any interest in this Contract without the prior written consent of the County thereto; provided, however, that claims for money due or to become due to the Contractor from the County under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

- b. Subcontracts.

- i. Monitoring.

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The Contractor will monitor all subcontracted services on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

ii. Content.

The Contractor shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Contract.

iii. Selection Process.

The Contractor shall undertake to ensure that all subcontracts let in the performance of this Contract shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the County along with documentation concerning the selection process.

26. Hatch Act. The Contractor agrees that no funds provided, nor personnel employed under this Contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

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EXHIBIT F

(Required for all contracts of \$100,000 or more using federal funds)

Certification Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreements

Type: Lobbying and Influencing

Sources: 31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment / 2 CFR Part 200, Appendix II(I) / 49 CFR Part 20, Appendix A

Description: Consultants and contractors that apply or bid for an award of one hundred thousand dollars (\$100,000) or more 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 another award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

The undersigned bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and

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contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of no less than ten thousand dollars (\$10,000) and no more than one hundred thousand dollars (\$100,000) for each such failure.

Signed by:

A81BBF49B742437...

Signature

Managing Member

Title

8/6/2026

Date

In compliance with the Disaster Recovery Act of 2018, the County of San Luis Obispo and the Proposer acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.