



1 VI. WHEREAS, CONTRACTOR wishes to participate and receive invitations to bid  
2 on projects within the PROGRAM.

3 THEREFORE, for mutual and valuable consideration contained herein the parties  
4 agree as follows:

5 1) Purpose of AGREEMENT

6 a) This AGREEMENT is entered into by and between CONTRACTOR and HACR  
7 for the purpose of allowing HACR to establish and maintain a continuing  
8 contractor participation list.

9 b) HACR will use such contractor participation list to solicit bids for continuing  
10 projects.

11 2) Description of Program

12 a) Foreclosed Single-Family Home Rehabilitation

13 i) The home repair work will be rehabilitation to foreclosed single-family  
14 homes in order to stabilize neighborhoods by incorporating energy-efficient  
15 improvements for long term affordability and increased sustainability to  
16 housing located in the County of Riverside.

17 ii) The scope of services for the repair will be identified by HACR.

18 iii) Project scope, eligibility and approval are subject to the final discretion of  
19 HACR.

20 3) CONTRACTOR Representations and Warranties.

21 a) CONTRACTOR represents, agrees and warrants that it is currently and validly  
22 licensed by the California Contractor's State License Board and will maintain  
23 such valid license, as more specifically defined in Exhibit A, attached hereto  
24 and incorporated by reference, in good standing for the term of this  
25 AGREEMENT.

1 b) CONTRACTOR represents, agrees and warrants that it has a current and valid  
2 surety bond in compliance with requirements of the California Contractor's  
3 State License Board and will maintain such valid bond, as more specifically  
4 defined in Exhibit A, attached hereto and incorporated by reference, in good  
5 standing for the term of this AGREEMENT.

6 4) Insurance: Without limiting CONTRACTOR'S indemnification, CONTRACTOR  
7 shall maintain in force at all times during the performance of this AGREEMENT,  
8 insurance policies evidencing coverage during the entire term of the AGREEMENT  
9 as follows:

10 a) Workers' Compensation: If CONTRACTOR has employees as defined by the  
11 State of California, CONTRACTOR shall maintain Workers' Compensation  
12 Insurance (Coverage A) as prescribed by the laws of the State of California.  
13 Policy shall include Employers' Liability (Coverage B) including Occupational  
14 Disease with limits not less than \$1,000,000 per person per accident. Policy  
15 shall be endorsed to waive subrogation in favor of HACR; and, if applicable, to  
16 provide a Borrowed Servant/Alternate Employer Endorsement.

17 b) Commercial General Liability: Commercial General Liability insurance  
18 coverage, including but not limited to, premises liability, contractual liability,  
19 completed operations, personal and advertising injury covering claims which  
20 may arise from or out of CONTRACTOR's performance of its obligations  
21 hereunder. Policy shall name HACR, all the Agencies, Districts, Special  
22 Districts, and Departments of the County of Riverside, their respective  
23 directors, officers, Board of Supervisors, elected officials, employees, agents or  
24 representatives as Additional Insureds. Policy's limit of liability shall not be less  
25 than \$1,000,000 per occurrence combined single limit. If such insurance

1 contains a general aggregate limit, it shall apply separately to this agreement or  
2 be no less than two (2) times the occurrence limit.

3 c) Vehicle Liability: If vehicles or mobile equipment are used in the performance  
4 of the obligations under this Agreement, CONTRACTOR shall maintain liability  
5 insurance for all owned, non-owned or hired vehicles in an amount not less  
6 than \$1,000,000 per occurrence combined single limit. If such insurance  
7 contains a general aggregate limit, it shall apply separately to this  
8 agreement or be no less than two (2) times the occurrence limit. Policy shall  
9 name HACR, all the Agencies, Districts, Special Districts, and Departments of  
10 the County of Riverside, their respective directors, officers, Board of  
11 Supervisors, elected officials, employees, agents, or representatives as  
12 Additional Insureds.

13 d) General Insurance Provisions - All lines:

14 (i) Any insurance carrier providing insurance coverage hereunder shall be  
15 admitted to the State of California and have an A.M. BEST rating of not less  
16 than an A: VIII (A: 8) unless such requirements are waived, in writing, by the  
17 HACR Risk Manager. If the HACR's Risk Manager waives a requirement for a  
18 particular insurer such waiver is only valid for that specific insurer and only for  
19 one policy term.

20 (1) The CONTRACTOR's insurance carrier(s) must declare its self-insured  
21 retentions. If such self-insured retentions exceed \$500,000 per  
22 occurrence such retentions shall have the prior written consent of the  
23 HACR Risk Manager before the commencement of operations under this  
24 Agreement. Upon notification of self insured retentions which are deemed  
25 unacceptable to HACR, at the election of the HACR's Risk Manager,

1 CONTRACTOR's carriers shall either; 1) reduce or eliminate such self-  
2 insured retentions as respects this Agreement with the HACR, or 2)  
3 procure a bond which guarantees payment of losses and related  
4 investigations, claims administration, defense costs and expenses.

5 (2) The CONTRACTOR shall cause their insurance carrier(s) to furnish the  
6 HACR with 1) a properly executed original Certificate(s) of Insurance and  
7 certified original copies of Endorsements effecting coverage as required  
8 herein; or, 2) if requested to do so orally or in writing by the HACR Risk  
9 Manager, provide original Certified copies of policies including all  
10 Endorsements and all attachments thereto, showing such insurance is in  
11 full force and effect. Further, said Certificate(s) and policies of insurance  
12 shall contain the covenant of the insurance carrier(s) shall provide no  
13 less than thirty (30) days written notice be given to the HACR prior to  
14 any material modification or cancellation of such insurance. In the event  
15 of a material modification or cancellation of coverage, this AGREEMENT  
16 shall terminate forthwith, unless the HACR receives, prior to such  
17 effective date, another properly executed original Certificate of Insurance  
18 and original copies of endorsements or certified original policies,  
19 including all endorsements and attachments thereto evidencing  
20 coverages and the insurance required herein is in full force and effect.  
21 Individual(s) authorized by the insurance carrier to do so on its behalf  
22 shall sign the original endorsements for each policy and the Certificate of  
23 Insurance. CONTRACTOR shall not commence operations until the  
24 HACR has been furnished original Certificate (s) of Insurance and  
25 certified original copies of endorsements or policies of insurance

1 including all endorsements and any and all other attachments as  
2 required in this Section.

3 e) It is understood and agreed by the parties hereto and the CONTRACTOR's  
4 insurance company(s), that the Certificate(s) of Insurance and policies shall so  
5 covenant and shall be construed as primary insurance, and the HACR's  
6 insurance and/or deductibles and/or self-insured retentions or self-insured  
7 programs shall not be construed as contributory.

8 f) If, during the term of this Agreement or any extension thereof, there is a  
9 material change in the scope of services or performance of work the Risk  
10 Manager of the HACR reserves the right to adjust the types of insurance  
11 required under this Agreement and the monetary limits of liability for the  
12 insurance coverages required herein, if; in the HACR Risk Manager's reasonable  
13 judgment, the amount or type of insurance carried by the CONTRACTOR has  
14 become inadequate.

15 g) CONTRACTOR shall pass down the insurance obligations contained herein to all  
16 tiers of sub-CONTRACTORS working under this AGREEMENT.

17 h) The insurance requirements contained in this AGREEMENT may be met with a  
18 program(s) of self-insurance acceptable to the HACR Risk Manager.

19 5) Indemnification:

20 a) CONTRACTOR shall indemnify and hold harmless HACR, and all Agencies,  
21 Districts, Special Districts and Departments of the County of Riverside, their  
22 respective directors, officers, Board of Supervisors, elected and appointed  
23 officials, employees, agents and representatives from any liability whatsoever,  
24 based or asserted upon any services of CONTRACTOR, its officers, employees,  
25 subcontractors, agents or representatives arising out of or in any way relating

1 to this AGREEMENT, including but not limited to property damage, bodily  
2 injury, or death or any other element of any kind or nature whatsoever and  
3 resulting from any reason whatsoever arising from the performance of  
4 CONTRACTOR, its officers, agents, employees, subcontractors, agents or  
5 representatives from this AGREEMENT; and CONTRACTOR shall defend, at its  
6 sole expense, all costs and fees including but not limited to attorney fees, cost  
7 of investigation, defense and settlements or awards, HACR and all Agencies,  
8 Districts, Special Districts and Departments of the County of Riverside, their  
9 respective directors, officers, Board of Supervisors, elected and appointed  
10 officials, employees, agents and representatives in any claim or action based  
11 upon such alleged acts or omissions.

12 b) With respect to any action or claim subject to indemnification herein by  
13 CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use  
14 counsel of their own choice and shall have the right to adjust, settle, or  
15 compromise any such action or claim without the prior consent of HACR;  
16 provided, however, that any such adjustment, settlement or compromise in no  
17 manner whatsoever limits or circumscribes CONTRACTOR's indemnification  
18 to HACR as set forth herein. CONTRACTOR's obligation to defend, indemnify  
19 and hold harmless HACR shall be subject to HACR having given Contractor  
20 written notice within a reasonable period of time of the claim or of the  
21 commencement of the related action, as the case may be, and information and  
22 reasonable assistance, at CONTRACTOR's expense, for the defense or  
23 settlement thereof. CONTRACTOR's obligation hereunder shall be satisfied  
24 when CONTRACTOR has provided to HACR the appropriate form of dismissal  
25 relieving HACR from any liability for the action or claim involved

1 c) The specified insurance limits required in this Agreement shall in no way limit  
2 or circumscribe CONTRACTOR's obligations to indemnify and hold harmless  
3 the HACR and/or the County of Riverside herein from third party claims.

4 d) In the event there is conflict between this clause and California Civil Code  
5 Section 2782, this clause shall be interpreted to comply with Civil Code 2782.  
6 Such interpretation shall not relieve the CONTRACTOR from indemnifying the  
7 HACR to the fullest extent allowed by law.

8 6) Requirements for Competitive Bid

9 a) In the administration of the PROGRAM, HACR will solicit a minimum of  
10 three (3) bids per project.

11 b) HACR will utilize contractors from the established participation contractor  
12 list.

13 c) HACR will review each bid and select the bid which is the most responsive,  
14 qualified and lowest cost of all bids submitted for each solicitation.

15 d) If CONTRACTOR fails to submit a bid more than ten (10) times after receiving  
16 a bid solicitation letter from HACR, and CONTRACTOR has not reached the  
17 maximum allowed on going project total, CONTRACTOR may be removed  
18 from the qualified list at HACR's sole discretion.

19 e) Execution of this AGREEMENT does not guarantee any amount of work or  
20 any number of bid solicitations.

21 7) Duty to Cooperate

22 a) HACR agrees to exercise good faith and fair dealing practices and to  
23 cooperate with CONTRACTOR in all matters within the administration and  
24 management of the PROGRAMS and each project.

25 b) CONTRACTOR agrees to exercise good faith and fair dealing practices and to

1 cooperate with HACR in all matters within the administration and  
2 management of each project.

3 8) Standard of Performance

- 4 a) CONTRACTOR agrees to complete all work in a manner consistent with high  
5 industry standards for construction in the State of California.
- 6 b) CONTRACTOR agrees to provide a minimum of one (1) year warranty and  
7 guarantee for all labor and a minimum manufacturer's warranty and  
8 guarantee for all material installed.
- 9 c) CONTRACTOR agrees to diligently pursue completion of all work identified  
10 within the HACR work order. CONTRACTOR further agrees to provide  
11 HACR with a notice of completion, additionally including a full and  
12 complete copy of the fully approved and signed project job card identifying  
13 final inspection and approval by the local jurisdiction, within five (5) days of  
14 completion.
- 15 d) All terms of the Request For Qualification from General Contractors and any  
16 addenda thereto are incorporated into this agreement to the extent they are  
17 not modified by the AGREEMENT.

18 9) Scope of Projects

- 19 a) HACR will define the full project scope within a HACR work order to be  
20 delivered to CONTRACTOR.
- 21 b) CONTRACTOR agrees to not work beyond the boundaries of the project scope  
22 identified within the HACR work order.
- 23 c) HACR will not be obligated to pay or reimburse any costs incurred by  
24 CONTRACTOR for work outside the project scope as identified in the HACR  
25 work order.

1 10) Change Orders

- 2 a) CONTRACTOR must solicit all requests for change order in writing to  
3 HACR prior commencement of any work to be identified within the change  
4 order request.
- 5 b) HACR will consider all change orders requested in writing.
- 6 c) HACR will review the change order request and approve such request only  
7 for items limited to those which were not reasonably foreseen and not  
8 included, in the original work order. A change order is not appropriate to  
9 increase the project scope. The change order work request must be a  
10 necessary amendment without which satisfactory completion of the project is  
11 not feasible.
- 12 d) CONTRACTOR agrees to not incur any expenses for work described in the  
13 change order request prior to written approval by HACR.
- 14 e) HACR will not be obligated to pay or reimburse any costs incurred by  
15 CONTRACTOR for work within change order request prior to written approval  
16 by HACR.
- 17 f) Under no circumstances shall the total change order request exceed fifteen  
18 percent (15%) of the total bid amount.

19 11) Project Commencement

- 20 a) HACR and CONTRACTOR will attend a pre construction conference with prior  
21 to authorization of any work order.
- 22 b) CONTRACTOR will not initiate any construction nor incur any costs or  
23 expenses related to the HACR work order until such time that  
24 CONTRACTOR receives from HACR a written notice to proceed.  
25

1 c) CONTRACTOR shall be required to commence work within ten (10) days after  
2 receipt of Authorization to Proceed letter issued by HACR.

3 12) Method of Payment for Services

4 a) CONTRACTOR agrees to submit an invoice to HACR requesting payment for  
5 work completed. HACR will not consider any invoice or request for payment in  
6 advance of any work to be completed.

7 b) CONTRACTOR agrees to submit to HACR all conditional and unconditional  
8 lien releases, if applicable.

9 c) HACR will inspect the completed work billed for within the CONTRACTOR's  
10 submitted invoice and, if HACR receives the above mentioned lien releases and  
11 work is completed to the satisfaction of the HACR and in a manner consistent  
12 with building code, as evidenced by signature on the project job card, deliver  
13 payment within thirty (30) days of the invoice date, subject to the provisions  
14 identified below.

15 d) HACR will retain a minimum of ten percent (10%) of the project scope,  
16 as identified with the HACR purchase order and as may have been  
17 amended by any validly authorized change order, until satisfactory, to  
18 HACR, project completion to be evidence by HACR  
19 receipt of CONTRACTOR submitted notice of completion and fully executed  
20 project job card.

21 e) In the event the CONTRACTOR receives payment under this Agreement which  
22 is later disallowed by HACR for nonconformance with the terms of this  
23 Agreement, the CONTRACTOR shall promptly refund the disallowed amount to  
24 the HACR on request; or at its option the HACR may offset the amount  
25 disallowed from any payment due to the CONTRACTOR.

1 13) Defaults, Remedies and Termination

2 a) Default

3 i) Subject to the notice and cure provisions identified below and the  
4 expiration of the cure period set forth therein, the following events shall be  
5 a material default by CONTRACTOR:

6 (1) Failure of CONTRACTOR to perform or observe any material provisions  
7 or condition of this AGREEMENT;

8 (2) Failure of CONTRACTOR to diligently pursue completion of the project  
9 scope;

10 (3) Failure of CONTRACTOR to complete all work in a manner consistent  
11 with high industry standards for the construction field in the State of  
12 California;

13 (4) Failure of CONTRACTOR to validly provide and respond to the  
14 warranties and guarantees required within this AGREEMENT;

15 b) Notice of Right to Cure

16 i) Prior to pursuing any remedy for an alleged default of CONTRACTOR,  
17 HACR will provide notice of default to CONTRACTOR. Each notice of  
18 default shall specify the alleged event of default and the intended remedy.

19 ii) CONTRACTOR shall have fifteen (15) days to cure the alleged default.

20 iii) CONTRACTOR shall have five (5) days to cure the alleged default if such  
21 default constitutes an immediate health and safety hazard.

22 c) Remedies

23 i) In the event of material default by CONTRACTOR continues uncured for a  
24 period of fifteen (15) days, or five (5) days if an immediate health and safety  
25 hazard exists, in addition to the rights and remedies provided by law or

1 equity, HACR may, at its election:

2 (1) Terminate this AGREEMENT by giving CONTRACTOR written notice of  
3 termination;

4 (2) Engage an alternate contractor to cure the event of default and  
5 thereafter, bill and collect from CONTRACTOR the amounts expended  
6 by HACR to cure the event of default.

7 d) Termination

8 i) CONTRACTOR may terminate this AGREEMENT, without cause, at any  
9 time by giving HACR written notice of termination, subject to required  
10 satisfactory completion of all work pending in any and all validly  
11 outstanding HACR purchase order as may have been amended by any  
12 validly authorized change order.

13 ii) HACR may terminate this AGREEMENT, upon written notice, as identified  
14 above, without cause or upon completion of the PROGRAM.

15 14) Compliance with Program Fund Source Requirements

16 a) Applicable Regulations

17 i) CONTRACTOR acknowledges that the PROGRAM shall be funded with NSP  
18 funds as authorized by the Housing and Economic Recovery Act of 2008  
19 and CDBG funds as authorized by the Housing and Community  
20 Development Act of 1974. This activity meets a National Objective by  
21 serving limited clientele as defined by 24 CFR 570.208(a)(2)(i) which must  
22 benefit persons who are of low and moderate income. By executing this  
23 AGREEMENT, the CONTRACTOR agrees to comply with the following as  
24 they may be applicable:

25 (1) The Housing and Economic Recovery Act of 2008;

1 (2) The Housing and Community Development Act of 1974, as amended;

2 (3) Section 3 of the Housing and Urban Development Act of 1968, as  
3 amended.

4 (a) To the greatest extent feasible, opportunities for training and  
5 employment arising from PROGRAM funds will be provided to low-  
6 income persons residing in the program service area.

7 (b) To the greatest extent feasible, contracts for work to be performed in  
8 connection with PROGRAM funds will be awarded to business  
9 concerns that are located in or owned by persons residing in the  
10 County of Riverside.

11 (4) Executive Order 11246, as amended by Executive Orders 11375 and  
12 12086, and implementing regulations at 41 CFR Chapter 60;

13 (5) Executive Order 11063, as amended by Executive Order 12259, and  
14 implementing regulations at 24 CFR Part 107;

15 (6) Section 504 of the Rehabilitation Act of 1973 (PL 93-112), as amended,  
16 and implementing regulations;

17 (7) The Age Discrimination Act of 1975 (PL 94-135), as amended, and  
18 implementing regulations;

19 (8) The labor standard requirements as set forth in 24 CFR Part 570,  
20 Subpart K and HUD regulations issued to implement such  
21 requirements;

22 (9) The flood insurance purchase requirements of Section 102(a) of the  
23 Flood Disaster Protection Act of 1973 (PL 93-234);

24 (10) The regulations, policies, guidelines and requirements of 24 CFR Part  
25 85 "Common Rule," OMB Circular Nos. A-87, A-21, A-110, A-122 and

1 A-133 as they relate to the acceptance and use of federal funds under  
2 the federally-assigned program;

3 (11) Title VI of the Civil Rights Act of 1964 (PL 88-352) and implementing  
4 regulations issued at 24 CFR Part 1;

5 (12) Title VIII of the Civil Rights Act of 1968 (PL 90-284) as amended;

6 (13) The lead-based paint requirements of 24 CFR Part 35 issued pursuant  
7 to the Lead-based Paint Poisoning Prevention Act (42 USC 4801, et  
8 seq.);

9 (14) Uniform Administration Requirements pursuant to 24 CFR 570.502.

10 (15) CONTRACTOR shall carry out its activity pursuant to this  
11 AGREEMENT in compliance with all federal laws and regulations  
12 described in Subpart K of Title 24 of the Code of Federal Regulations,  
13 except that:

14 (a) CONTRACTOR does not assume the HACR'S environmental  
15 responsibilities described at §570.604; and

16 (b) CONTRACTOR does not assume the HACR'S responsibility for  
17 initiating the review process under the provisions of 24 CFR Part 52.

18 b) Prohibition Against Discrimination

19 i) CONTRACTOR shall ensure against any form of discrimination in  
20 employment and contracting on the grounds of race, color, national  
21 origin, or sex.

22 ii) CONTRACTOR shall ensure that no person on the grounds of race, color,  
23 national origin, or sex, be excluded from participation in, be denied the  
24 benefits or, or be subjected to discrimination under any program or  
25 activity funded in whole or in part by any of the PROGRAM.

1 c) Prohibition Against Conflict of Interest

2 i) CONTRACTOR and its assigns, employees, agents, consultants, officers  
3 and elected and appointed officials shall become familiar with and shall  
4 comply with the CDBG regulations prohibiting conflicts of interest  
5 contained in 24 CFR 570.611, attached hereto and by this reference  
6 incorporated herein.

7 ii) CONTRACTOR and its assigns, employees, agents, consultants, officers,  
8 and elected and appointed officials shall become familiar with and shall  
9 comply with Section A-11 of the County's CDBG Policy Manual, and by  
10 this reference incorporated herein.

11 iii) CONTRACTOR understands and agrees that no waiver or exception can be  
12 granted to the prohibition against conflict of interest except upon written  
13 approval of HUD pursuant to 24 CFR 570.611(d). Any request by  
14 CONTRACTOR for an exception shall first be reviewed by HACR to  
15 determine whether such request is appropriate for submission to HUD. In  
16 determining whether such request is appropriate for submission to HUD,  
17 HACR will consider the factors listed in 24 CFR 570.611(e).

18 15) Independent Contractor. CONTRACTOR and its agents, servants and employees  
19 shall act at all times in an independent capacity during the term of this  
20 AGREEMENT, and shall not act as, shall not be, nor shall they in any manner  
21 be construed to be agents, officers or employees of HACR.

22 16) Entire Agreement. It is expressly agreed that this AGREEMENT embodies the  
23 entire agreement of the parties in relation to the subject matter hereof, and that  
24 no other agreement or understanding, verbal or otherwise, relative to this  
25 subject matter, exists between the parties at the time of execution.

1 17) Severability. Each paragraph and provision of this AGREEMENT is severable  
2 from each other provision, and if any provision or part thereof is declared  
3 invalid, the remaining provisions shall nevertheless remain in full force and  
4 effect.

5 18) Employment Opportunities to be Caused by Projects. CONTRACTOR agrees to,  
6 and will require any lessee or assignee to notify Riverside County Workforce  
7 Development Center/JTPA and GAIN - Department of Public Social Services of  
8 any and all job openings that are caused by this project.

9 19) Notices.

10 a) Any notice required to be given shall be delivered to:

11 i) HACR

12 (1) Contact

13 (2) Address

14 (3) City, State, Zip

15 ii) CONTRACTOR

16 (1) Contact

17 (2) Address

18 (3) City, State, Zip

19 20) Governing Law; Jurisdiction and Venue. This AGREEMENT shall be governed  
20 by and construed in accordance with the laws of the State of California. The  
21 parties agree that any legal action related to the interpretation or performance of  
22 this AGREEMENT shall be filed in the Superior Court for the State of  
23 California located in Riverside, California.

24 21) Modifications or Amendments. This AGREEMENT shall not be modified or  
25 amended except in a written document signed by both parties.

22) Waive. Any waiver by HACR of any breach of any one or more of the terms of

1 this AGREEMENT shall not be construed to be a waiver of any subsequent or  
2 other breach of the same or of any term thereof. Failure on the part of the  
3 HACR to require exact, full and complete compliance with any terms of this  
4 Agreement shall not be construed as in any manner changing the terms hereof,  
5 or estopping HACR from enforcement hereof.

6 23) Disputes. The parties shall attempt to resolve any disputes amicably at the  
7 working level. If that is not successful, the dispute shall be referred to the  
8 senior management of the parties. The CONTRACTOR shall proceed diligently  
9 with the performance of this AGREEMENT pending resolution of a dispute.

10 Prior to the filing of any legal action related to this AGREEMENT, the  
11 parties shall be obligated to attend a mediation session in Riverside County  
12 before a neutral third party mediator. A second session shall be required if the  
13 first session is not successful. The parties shall share the cost of the  
14 mediations.

//

**SIGNATURES ON THE NEXT PAGE**

1 IN WITNESS WHEREOF, Contractor and HACR have executed this AGREEMENT as  
2 of the date first above written.

3  
4 **HACR**

**CONTRACTOR**

5 HOUSING AUTHORITY OF THE COUNTY OF  
6 RIVERSIDE

7  
8  
9  
10 \_\_\_\_\_  
11 By: Chairman, Board of Commissioners

\_\_\_\_\_ By:

12 ATTEST:

13 KECIA HARPER-IHEM, Clerk of Board

14 By: \_\_\_\_\_

15 Deputy

16 APPROVED AS TO FORM COUNTY COUNSEL

17 PAMELA J. WALLS, County Counsel

18 By: \_\_\_\_\_  
19  
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**EXHIBIT A**

**DESCRIPTION OF CONTRACTOR**

Name of Contractor \_\_\_\_\_

Contact Information \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Street Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

License Information \_\_\_\_\_

License Number \_\_\_\_\_

License Type \_\_\_\_\_

License Valid Dates \_\_\_\_\_

Please Attach a Copy of Your License \_\_\_\_\_

Insurance Information (Insurance Company Name and Amount of Coverage)

Worker's Compensation \_\_\_\_\_

Surety Bond \_\_\_\_\_

General Liability \_\_\_\_\_

Vehicle Liability \_\_\_\_\_

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1 **EXHIBIT B**

2 **CONFLICT OF INTEREST REGULATIONS**

3 § 570.611 Conflict of interest.

4 1) Applicability.

5 a) In the procurement of supplies, equipment, construction, and services by  
6 recipients, and by subrecipients (including those specified at § 570.204(c)), the  
7 conflict of interest provisions in 24 CFR 85.36 and OMB Circular A 110,  
8 respectively, shall apply.

9 b) In all cases not governed by 24 CFR 85.36 and OMB Circular A-110, the  
10 provisions of this section shall apply. Such cases include the acquisition and  
11 disposition of real property and the provision of assistance by the recipient, by  
12 its subrecipients, or to individuals, businesses and other private entities  
13 under eligible activities which authorize such assistance (e.g., rehabilitation,  
14 preservation, and other improvements of private properties or facilities  
15 pursuant to § 570.202, or grants, loans and other assistance to businesses,  
16 individuals and other private entities pursuant to § 570-203, § 570.204 or §  
17 570.455).

18 2) Conflicts prohibited. Except for the use of CDBG funds to pay salaries and other  
19 related administrative or personnel costs, the general rule is that no persons  
20 described in paragraph (c) of this section who exercise or have exercised any  
21 functions or responsibilities with respect to CDBG activities assisted under this  
22 part or who are in a position to participate in a decision making process or gain  
23 inside information with regard to such activities, may obtain a personal or  
24 financial interest or benefit from a CDBG assisted activity, or have an interest in  
25 any contract, subcontract or agreement with respect thereto, or the proceeds

1 thereunder, either for themselves or those with whom they have family or  
2 business ties, during their tenure or for one year thereafter. For the UDAG  
3 program, the above restrictions shall apply to all activities that are a part of the  
4 UDAG project, and shall cover any such interest or benefit during, or at any time  
5 after, such person's tenure.

6 3) Persons covered. The conflict of interest provisions of paragraph (b) of this section  
7 apply to any person who is an employee, agent, consultant, officer, or elected  
8 official or appointed official of the recipient, or of any designated public agencies,  
9 or subrecipients which are receiving funds under this part.

10 4) Exceptions: threshold requirements. Upon the written request of the recipient,  
11 HUD may grant an exception to the provisions of paragraph (b) of this section on  
12 a case-by-case basis when it determines that such an exception will serve to  
13 further the purposes of the Act and the effective and efficient administration of  
14 the recipient's program or project. An exception may be considered only after the  
15 recipient has provided the following:

16 a) disclosure of the nature of the conflict, accompanied by an assurance that  
17 there has been public disclosure of the conflict and a description of how the  
18 public disclosure was made; and

19 b) An opinion of the recipient's attorney that the interest for which the exception  
20 is sought would not Violate State or local law.

21 5) Factors to be considered for exceptions. In determining whether to grant a  
22 requested exception after the recipient has satisfactorily met the requirements of  
23 paragraph (d) of this section, HUD shall consider the cumulative effect of the  
24 following factors, where applicable:

- 1 a) Whether the exception would provide a significant cost benefit or an essential  
2 degree of expertise to the program or project which would otherwise not be  
3 available;
- 4 b) Whether an opportunity was provided for open competitive bidding or  
5 negotiation;
- 6 c) Whether the person affected is a member of a group or class of low or  
7 moderate income persons intended to be the beneficiaries of the assisted  
8 activity, and the exception will permit such person to receive generally the  
9 same interests or benefits as are being made available or provided to the  
10 group or class;
- 11 d) Whether the affected person has withdrawn from his or her functions or  
12 responsibilities, or the decision making process with respect to the specific  
13 assisted activity in question;
- 14 e) Whether the interest or benefit was present before the affected person was in a  
15 position as described in paragraph (b) of this section;
- 16 f) Whether undue hardship will result either to the recipient or the person  
17 affected when weighed against the public interest served by avoiding the  
18 prohibited conflict; and
- 19 g) Any other relevant considerations.
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