



# Yolo County Housing

Lisa A. Baker, Executive Director

147 W. Main Street  
WOODLAND, CA 95695

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July 28, 2010

## **Audit Services Request for Proposal**

The Housing Authority of the County of Yolo (YCH) is requesting proposals for audit services for the next three years. Below is some of the basic information:

### **Who We Are**

YCH is located in Woodland, CA approximately 20 miles northwest of downtown Sacramento. YCH owns, operates and manages 431 units of Low Rent Public Housing (HUD) and approximately 50 units of other affordable housing, manages 232 units of migrant farm worker housing (OMS), administers up to 1,487 Housing Choice Vouchers and administers grant programs for the Modernization of LIPIH units (Capital Fund), the Family Self-Sufficiency (FSS) and American Recovery and Reinvestment Act (ARRA).

### **What We Want**

Yolo County Housing (YCH) is inviting proposals from independent public accounting firms to perform an audit of YCH's various programs for fiscal year ending June 30, 2010, June 30, 2011 and June 30, 2012.

### **Timeline**

7/28/2010	Issue date
8/05/2010	Deadline for questions regarding RFP
8/09/2010	YCH responds to questions
8/23/2010	Proposal submission deadline
9/31/2010	Notification of Contract Award
9/16/2010	Award of Contract – Board of Commissioners

Questions regarding the RFP must be in writing and received at the address above or emailed to me at [mstern@ycha.org](mailto:mstern@ycha.org) no later than August 5, 2010. We look forward to your reviewing your proposal.

Mark Stern  
Finance Director  
530-669-2222  
[mstern@ycha.org](mailto:mstern@ycha.org)

**YOLO COUNTY HOUSING  
REQUEST FOR PROPOSAL  
AUDIT SERVICES**

Yolo County Housing (YCH) is inviting proposals from independent public accounting firms to perform an audit of YCH's various programs for fiscal year ending June 30, 2010, June 30, 2011 and June 30, 2012.

The audit shall be conducted in accordance with generally accepted auditing standards and Government Auditing Standards, issued by the Comptroller of the United States. The audit and financial statements shall meet the requirements of federal single audit regulations as prescribed by OMB Circular A-133, Audits of States, Local Governments and Non-profit Organizations, OMB Circular A-128, Audit for State and Local Governments, GASB 34 Basic Financial Statements and Management's Discussion and Analysis for State and Local Governments and the U.S. Department of Housing and Urban Development's Public and Indian Housing Compliance Supplement. The financial statements are to be prepared by the auditor in accordance with Generally Accepted Accounting Principles (GAAP) and HUD's timetable for submission. This includes assistance with electronically submitting Financial Data Schedules (FDS) via the internet as required by the Real Estate Assessment Center (REAC) and submission of final audit to the Federal Clearinghouse.

Interested firms should submit four (4) copies of their Proposal which addresses the Proposed Requirements described in the Scope of Work section. Late application, postmarks, fax and e-mail proposals will not be accepted and will be returned to the proposer.

**PROPOSALS WILL BE ACCEPTED UNTIL 4:30 PM (PST)  
August 23, 2010**

**They should be addressed to:  
Mark Stern  
Finance Director  
Yolo County Housing  
147 W. Main Street  
Woodland, California 95695**

Yolo County Housing (YCH) is an independent public agency established under the U.S. Housing Act of 1937 by the State of California to provide housing for low income households. The Executive Director is the principal administrator for the agency.

YCH is responsible for the development of affordable homeownership and rental developments, management of publicly-owned or assisted housing developments, operations of rent subsidy programs and rehabilitation of existing housing stock. The YCH serves the incorporated and the unincorporated areas of Yolo County.

YCH receives subsidies, grants and other funding under contract with the United States, Department of Housing and Urban Development (HUD), Department of Agriculture – Rural Development, State of California Housing and Community Development (HCD) and Office of Migrant Services (OMS). In addition YCH owns and operates market rate rental apartments.

YCH owns, operates and manages 431 units of Low Rent Public Housing (HUD) and approximately 50 units of other affordable housing, manages 232 units of migrant farm worker housing (OMS), administers up to 1,487 Housing Choice Vouchers and administers grant programs for the Modernization of LIPH units (Capital Fund), the Family Self-Sufficiency (FSS) and American Recovery and Reinvestment Act (ARRA).

#### **Governing Board, policies and regulations:**

The governing body of the YCH is its Board of Commissioners; the seven (7) member board is comprised of the members of the Yolo County Board of Supervisors and two residents.

Regulations pertaining to federally-assisted programs are promulgated by the U.S. Department of Housing and Urban Development (HUD). Other regulatory bodies include the State of California Department of Housing and Community Development, including its Office of Migrant Services.

#### **Accounting system and previous audits:**

The YCH's fiscal year begins on July 1<sup>st</sup> and ends on June 30<sup>th</sup>. The last audit was performed for the fiscal year that ended on June 30, 2009. Prior year audit reports and financial statements may be reviewed at the YCH office located at 147 W. Main Street, Woodland, California.

YCH uses Tenmast Housing application software. All funds are accounted for as proprietary funds using full accrual basis. YCH requires that all funds be accounted for as enterprise funds, as recommended by HUD. Each federally assisted program has its own separate books of account.

## SCOPE OF WORK

1. A financial statement and compliance audit of YCH for fiscal years ending June 30, 2010, June 30, 2011 and June 30, 2012, performed in accordance with paragraph 2 of the RFP cover letter. The statement should include the following:
  - Statement of Net Assets
  - Statement of Revenues, Expenses and Changes in Net Assets
  - Statement of Cash Flows
  - Notes to Financial Statements
  - Combining Schedule of Program Net Assets by fund/program
  - Combining Schedule of Program Revenues, Expenses and Changes in Net Assets
  - Schedule of Expenditures of Federal Awards
  - Statement of Certification of Actual Capital Fund Grant Costs – Completed for the Year
  - Pension Plan Required Supplemental Information
2. Report on Compliance with Applicable Laws, Regulations, and Grant Agreements for:
  - Housing Choice Voucher Program
  - Low Income Public Housing Program
  - Capital Fund Program
  - Housing Moderate Rehabilitation, New Construction, Shelter Plus Care and Single Resident Occupancy Programs
  - Locally owned units, locally managed units and local funds

The above procedures should be performed in accordance with OMB Circular A-133 and the Public and Indian Housing Compliance Supplement.
3. Report on Internal Controls in accordance with OMB Circular A-133.
4. Attestation by auditors on Financial Data System (FDS) data as to its “fair presentation in relation to audited basic financial statements” in accordance with Governmental Auditing standards.
5. Supplemental audit report of New Hope Community Development Corporation for submission to the State Department of Housing and Community Development in accordance with their requirements.
6. Preparation and filing of Form 990 for New Hope Community Development Corporation including extension requests as necessary.

7. If the need for other audit services arises concerning the fiscal year under audit, the YCH expects to be able to negotiate with the selected auditor to obtain the additional services needed.

## **REPORTS**

- A. One (1) unbound and twenty-five (25) bound copies of each audit opinion, financial statements and compliance report shall be submitted to the Executive Director within 180 days of the close of the YCH's fiscal year. The Single Audit Act stipulates a submission requirement of no later than nine (9) months after the end of the audit period and REAC stipulates a submission due date of nine (9) months after the fiscal year end. However, the YCH requires that the audit report shall be submitted within 180 days after the closing of the YCH's fiscal year.
- B. Preparation of the Data Collection Form for submission to the Federal Audit Clearinghouse.
- C. Providing YCH with an adjusted Working Trial Balance at the conclusion of the audit.
- D. Any other reports as requested by the YCH and as required by HUD's uniform Financial Reporting Standards (UFRS) for Public Housing Authority.
- E. The auditor will be expected to provide a letter to the Executive Director on the non-reportable conditions and immaterial instances of noncompliance. This letter will also include general recommendations on observations made during the audit that could be helpful to the management of the YCH.
- F. The auditor will be expected to attend a meeting with the Executive Director and Finance Director to present the audit report and review the management letter.
- G. The auditor may be required to make an oral presentation on the audit report to the Board of Commissioners.
- H. The auditor must be able to provide a breakdown of the audit cost by housing program.

## **EVALUATION OF AUDIT PROPOSALS**

1. Evaluation Committee: Proposals received will be evaluated by an evaluation committee, which will make a recommendation to the Executive Director.
2. Review of Proposals: The Evaluation Committee will use a three-step method:

**Step 1:** Proposals must meet certain mandatory criteria in order to qualify for further evaluation. Any “no” answer to the first two questions will disqualify the proposal. A “yes” answer to the third question will require a written explanation and may disqualify the proposal.

1. Is the firm properly licensed?	Yes	No
2. Is the firm independent?	Yes	No
3. Has disciplinary action been taken or pending against the firm?	Yes	No

**Step 2:** Proposals will be scored using the following technical criteria. Points for each question will range from 0-15. The maximum technical score is 125 points. Proposals should address each question.

- Does the firm have a quality control program to help ensure adherence to high professional standards? (0-10)
- Does the firm subject itself to “Peer Review” in order to provide an independent review of its quality control policies and procedures? (0-5)
- Does the “Peer Review” cover the governmental auditing section and was the “Peer Review” opinion attached? (0-5)
- Does the proposal fully respond to the needs of the YCH with regard to this audit? (0-5)
- Will the firm be able to meet the YCH’s 180-day deadline? (0-10)
- Is the quality of the firm’s professional personnel to be assigned to the engagement and quality of the firm’s management support personnel available for technical consultation adequate? (0-15)
- Has the firm audited other Housing Authorities? If so, please list the Housing Authorities and indicate if we may contact them. What is the PIH/REAC rejection rate of these audits? (0-15)
- Will the field personnel to be assigned to the engagement have previous Housing Authority or local government experience? How experienced and credentialed are the staffs that will be involved in the audit? Are the “in-charge” staff CPAs? (0-15)
- Does the proposal adequately describe in a clear, concise, and understandable manner the work to be performed including sampling techniques and analytical procedures to be used? (0-15)

- Does the proposal demonstrate the firm's familiarity with generally accepted accounting principles (GAAP) as they apply to Housing Authorities? (0–15)
- What has been the total amount of time spent on fieldwork on each Housing Authority audit you have done? (0–5)
- Has the firm's prior experiences with YCH or another Housing Authority, if any, been acceptable? (0–10)

**Step 3:** The maximum number of points relating to cost is 20. The score based on the cost of the proposal will be calculated by using the following formula:

$$\frac{\text{Lowest Cost of All Bids} \times 20 \text{ point}}{\text{Cost Proposal by this firm}}$$

The technical and cost scores will be combined for a maximum score of 145 points.

## **PROPOSAL FORMAT AND REQUIREMENTS**

In order to secure information in a form which will ensure that your proposal will be properly evaluated, you are asked to submit your proposal in the format listed below. Standard proposal formats are acceptable provided the following information is included:

- Title page should include the proposal subject, the firm's name, address, phone and fax numbers, email address, and contact person, date of the proposal, Federal I.D. number of the firm and firm's license number with the State Board of Accountancy.
- Table of Contents with page numbers.
- A transmittal letter briefly stating the understanding of the work to be done, the commitment to perform the work within the time frame, a statement why the firm believes itself to be the best qualified to perform the engagement and that the proposal is an irrevocable offer for a stated period of time (minimum 90 days).
- Information about the firm. Is the firm local, national or regional? Identify the personnel from the office who will serve on the YCH engagement. Does the firm meet all CPA licensing and continued education requirements? Is the firm independent with respect to YCH? Provide the results of the firm's last peer review. A copy of the Opinion and State Society's acceptance of the review should be included for the engagement partner, manager and senior.
- Provide prior experience in auditing Housing Authorities, non-profit organizations and local governments from the local office audit team. Provide references of at

least three (3) housing authorities, local government or non-profit clients (with phone numbers and contact persons). The clients listed should be those served by members of the proposed audit team and/or local office who will be serving YCH.

- Briefly discuss your audit approach as to consideration of laws and regulations.
- A proposed work plan and time schedule addressing the scope of work.
- A section detailing the cost for the work including cost estimates for out-of-pocket expenses and a proposed payment schedule based on the work plan.
- A section identifying the staff that would be assigned to the project including their background and experience.
- Please indicate the total estimated hours required by classification by the partner, manager, senior and staff.
- Provide maximum fees (including out-of-pocket expense) for each of the first three years, broken down in adequate detail so as to evaluate fee response.
- Outline the level of support your firm will require of the YCH staff.

#### **WITHDRAWAL OF RFP**

Proposals may be withdrawn before the RFP submitted deadline by submitting a written request to the contact person. Re-submittal before the RFP submittal deadline can be made; however, they may not be re-submitted after the deadline.

#### **RFP COSTS**

All costs incurred in the preparation and presentation of the RFP shall be completely borne by the responding party to the RFP. All documents submitted as part of the RFP will become property of the YCH. Requests for specific material to be returned will be considered. Any material submitted that is confidential must be clearly marked as such.

#### **COMPLIANCE WITH LAWS**

The selected firm agrees to be bound by applicable Federal, State and Local laws, regulations and directives as they pertain to the performance of the audit contract.

## **AWARD BASIS**

At the option of YCH, finalists may be selected for a final round of negotiations; however, vendors are encouraged to present their best offers with their initial submission.

YCH reserves the right to accept or reject any and all proposals, to waive any irregularities in any proposal process, and to make an award of contract in any manner in which YCH, acting in the sole and exclusive exercise of its discretion, deems to be in YCH's best interest. The award of the contract will not necessarily be made to the firm offering the lowest price.

## **CONTRACTUAL DEVELOPMENT**

If a proposal is accepted, YCH intends to enter into a contractual agreement with the selected proposer in a similar format as the Sample Agreement, attached as Exhibit "A". Contract discussion and negotiation will follow the award selection. Proposers must be amenable to inclusion, in a contract, of any information provided whether herein or in response to the RFP, or developed subsequently during the selection process.

## **OTHER TERMS AND CONDITIONS**

1. Work Product:
  - a. All work papers prepared in connection with the contracted service will remain the property of the successful proposer. The work papers must be retained for a period of five (5) years from close of the audit and be made available to YCH upon request.
  - b. All reports rendered to YCH are its exclusive property and subject to its use and control.

2. Independent Contractor:

The successful proposer and its agents, officers and employees shall act at all times in an independent capacity during the term of the agreement and in the performance of the services to be rendered, and shall not act as, and shall not be, and shall not in any manner be considered to be agents, officers, or employees of YCH.

3. Assignment:

Neither the agreement, nor any part thereof, shall be assigned by the successful proposer without the prior written consent of the YCH.

## **CONTRACT TERMS**

You are invited to submit a proposal for audit for a three-year period with an option for two one-year extensions. The audit is for the fiscal years ending June 30, 2010, June 30, 2011 and June 30, 2012.

YCH may terminate the audit contract upon written notice to the selected contractor not less than sixty (60) days before the close of the fiscal year to be audited.

YCH reserves the right to cancel the agreement if it is determined that the selected firm is not performing satisfactorily or is adversely affecting the performance of YCH activities. YCH will provide thirty (30) days written notice of termination.

YCH also reserves the right to request changes in the selected firm's representation if, at YCH's discretion, assigned personnel are not satisfying the needs of the YCH.

## **PAYMENT TERMS**

YCH will make progress payment of the compensation for services, as included in the accepted proposal, up to eighty-five percent (85%) of the amount. The remaining fifteen percent (15%) of the fee shall be payable after submission of the Audit Report and after acceptance and approval by HUD (REAC).

## **INFRINGEMENT AND INDEMNIFICATION**

The firm awarded this contract agrees to protect, defend and hold harmless the YCH against any demand for payment for use of any patented materials, process, article, or device that it may enter into the rendering of the necessary services. Furthermore, the selected firm agrees to indemnify and hold harmless YCH, its Board of Commissioners and employees from suits or actions of every nature and description arising out of, or in connection with, the performance of the contract, or on account of any injuries or damages received or sustained by a party or parties by or from any act of the selected firm or its agents.

## **EQUAL OPPORTUNITY**

The YCH emphasizes that all respondents will receive full consideration without regard to race, color, religion, sex, national origin, disability, age, familial status or sexual orientation. Minority and women-owned firms are especially encouraged to respond to this RFP.

## **LIMITATIONS**

YCH reserves the right to reject any and all Proposals and to waive any informality or technical defect in the solicitation process.

## **PROPOSER'S QUESTIONS**

Technical questions concerning the request for proposal should be submitted in writing to:

Mark Stern  
Finance Director  
Yolo County Housing  
147 W. Main Street  
Woodland, California 95695

Such questions must be received by the date and time stipulated in the calendar of events. If necessary, written responses to these questions will be provided to all firms holding RFP's no later than August 9, 2010

## **CALENDAR of EVENTS**

Listed below are the important actions and dates/times by which the actions must be taken or completed. If YCH finds it necessary to change any of these dates, it will be done by addendum.

7/28/2010	Issue date
8/05/2010	Deadline for questions regarding RFP
8/09/2010	YCH responds to questions
8/23/2010	Proposal submission deadline
9/31/2010	Notification of Contract Award
9/16/2010	Award of Contract – Board of Commissioners

**EXHIBIT "A" – SAMPLE AGREEMENT**

**YOLO COUNTY HOUSING**

**AGREEMENT NO. 10- \_\_\_\_\_**

**(Agreement for Auditing Services for Fiscal Years 2009/2010 through 20011/2012)**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the Housing Authority of the County of Yolo, a public body corporate and politic ("YCH"), and \_\_\_\_\_, Certified Public Accountants ("Contractor"), who agree as follows:

**RECITALS**

**WHEREAS**, YCH is authorized under Federal and State law to make contracts as necessary for the exercise of its powers; and

**WHEREAS**, YCH desires to obtain professional services for auditing; and

**WHEREAS**, YCH circulated and distributed a request for proposals; and

**WHEREAS**, Contractor submitted a proposal to provide auditing services for YCH for fiscal years ending on June 30, 2010, June 30, 2011, and June 30, 2012; and

**WHEREAS**, Contractor has represented and warrants to YCH that it has the necessary training, experience, expertise and competency to provide the services, goods and materials that are described in this Agreement, at a cost to YCH as herein specified; and that it will be able to perform the herein described services at minimum cost to YCH by virtue of its current and specialized knowledge of relevant data, issues, and conditions; and

**WHEREAS**, Contractor understands that YCH is relying upon these representations in entering into this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, it is agreed by and between YCH and Contractor as follows:

**Article 1. Contract Documents.**

The complete Contract between the parties shall consist of the following component parts, to wit:

1. This Agreement; and
2. Exhibit A – Scope of Services; and
3. Exhibit B – Payment for Services; and

4. Exhibit C - Compliance with Federal Requirements; and
5. Exhibit D – Compliance with Confidentiality Requirements; and
6. Exhibit E - Insurance Requirements.

## **Article 2. Scope of Services.**

- 2.1 During the term of this Agreement, Contractor shall provide to YCH auditing services in accordance with Exhibit A, and in a manner satisfactory to YCH's Executive Director or his/her designee ("Project Manager").
- 2.2 Contractor shall furnish all tools, equipment, apparatus, labor, workmanship, and transportation necessary to perform and complete the services required under this Agreement.
- 2.3 Contractor shall perform all work in a neat and professional manner using the best recognized practices of the particular trade involved and shall be accomplished by persons skilled and trained to properly complete the services required. YCH reserves the right to request changes in the Contractor's representation, if at YCH's sole discretion, the assigned personnel are not satisfying the needs of the YCH. The services shall proceed vigorously to completion once it is started.

## **Article 3. Term Of Agreement.**

- 3.1 Initial Term: The Initial Term of this Agreement shall be for a period of three (3) years, commencing on \_\_\_\_\_, 2010 and ending on \_\_\_\_\_, 2012, unless sooner terminated as hereinafter provided.
- 3.2 Option Term: At the conclusion of the Initial Term, YCH shall have the option of extending the Agreement for two (2) additional one (1) year periods, beginning on \_\_\_\_\_, 2012 and ending on \_\_\_\_\_, 2014. To exercise the option, YCH must provide to Contractor written notice of said exercise at least thirty (30) days prior to the end of the Initial Term.

## **Article 4. Compensation and Payment For Services.**

- 4.1 Initial Term: Subject to Contractor's satisfactory and complete performance of all the terms and conditions of this Agreement, and upon Contractor's submission of an appropriate invoice, YCH shall pay Contractor compensation in an amount not to exceed \_\_\_\_\_ (\$\_\_\_\_\_.00) for each year of the Initial Term of this Agreement. The maximum compensation amount of \_\_\_\_\_ (\$\_\_\_\_\_.00) for each year includes reimbursement for all of Contractor's out-of-pocket expenses. The compensation shall be paid at the time and manner set forth in Exhibit B.
- 4.2 Option Term: Subject to Contractor's satisfactory and complete performance of all the terms and conditions of this Agreement, and upon Contractor's submission of an appropriate invoice, YCH shall pay Contractor compensation in an amount not

to exceed \_\_\_\_\_ (\$\_\_\_\_\_.00) for each year of the Option Term of this Agreement. The maximum compensation amount of \_\_\_\_\_ (\$\_\_\_\_\_.00) for each year includes reimbursement for all of Contractor's out-of-pocket expenses. The compensation shall be paid at the time and manner set forth in Exhibit B.

#### **Article 5. Compliance With Federal Requirements.**

During the term of this Agreement, Contractor shall comply with all Federal requirements described in Exhibit C.

#### **Article 6. Contractor's Responsibility.**

- 6.1 Contractor shall be responsible for the services performed under the terms of this Agreement to the extent provided by law. Contractor agrees not to disclose information identified by YCH as proprietary to third parties, unless approved in advance by YCH or required by law.
- 6.2 YCH shall not be held liable or responsible for the maintenance and/or safety of the Contractor's equipment or supplies placed upon YCH's property. Contractor acknowledges that it assumes full responsibility for any loss or damage to its equipment and supplies while on YCH's property.
- 6.3 Any materials, equipment, or work found to be damaged or defective shall be repaired, replaced, or corrected by the Contractor without additional cost to YCH.
- 6.4 Confidentiality. Contractor shall comply with all confidentiality requirements described in Exhibit D. Additionally, Contractor agrees to abide by the following:
  - 6.4.1. Contractor shall not permit on YCH premises any person who is not an employee or principal with the company, and currently on duty.
  - 6.4.2 All paperwork, documents, magnetic, and other media at YCH offices are considered to be the property of YCH, confidential and privileged.
  - 6.4.3 Contractor and its employees are not authorized to read any YCH paperwork or to make use of any equipment, including phones and computers, on or in any desks or offices, without prior consent from the Project Manager.
  - 6.4.4 A violation of this Article 6.4, relating to confidentiality, by Contractor is a material breach of the Agreement and may result in termination of the Agreement at the sole discretion of YCH.

#### **Article 7. Insurance And Workers' Compensation.**

- 7.1 Contractor shall comply with all insurance and workers' compensation requirements described in Exhibit E. If Contractor has no employees for the

duration of this Agreement, then Contractor is not required to obtain employer's liability insurance nor workers' compensation insurance. However, Contractor will be required to obtain worker's compensation insurance and employer's liability insurance satisfying the requirements described in Exhibit E if Contractor should hire any employee during the term of this Agreement.

- 7.2 Within five (5) business days after the Notice to Proceed is issued, Contractor shall provide to YCH a Certificate of Liability Insurance with Endorsement naming the Housing Authority of the County of Yolo and its employees, agents, and officers as additionally named insured, and providing that the insurance may not be canceled without providing YCH a minimum of thirty (30) days prior written notice of such cancellation. The required insurance shall be maintained in full force and effect for the duration of this Agreement and must be in an amount and format satisfactory to YCH.
- 7.3 Within five (5) business days after the Notice to Proceed is issued, Contractor shall have on file with YCH either a certificate of workers' compensation insurance coverage or a letter certifying that the contractor has no covered employees.

#### **Article 8. Indemnity.**

- 8.1 Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement. In addition, Contractor shall indemnify, defend and hold harmless YCH, its officers, agents, employees and volunteers, from any and all claims, demands, costs (including attorney fees), expenses, judgments, liability, loss, injury, or damages arising out of or in connection with the performance of this Agreement by Contractor and/or its employees, officers, agents or subcontractors, excepting only loss, injury, or damage caused by the negligence or willful misconduct of personnel employed by YCH. Contractor shall at its own expense defend any and all such actions, and shall at its own expense pay all costs (including attorney fees), and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against YCH in any such action, Contractor shall at its own expense satisfy and discharge the same.
- 8.2 As a condition to any indemnity under this Article, YCH shall notify Contractor promptly of any claim for which it is responsible hereunder. In providing any defense under this Article, Contractor shall use counsel reasonably acceptable to YCH.
- 8.3 The provisions of this Article shall survive the termination or expiration of this Agreement.

**Article 9. Waiver.**

A waiver of any of the conditions or provisions of the Agreement between the parties hereto shall not be considered or deemed to be a waiver of any other condition or provision of said Agreement or a waiver of the same condition at a future time.

**Article 10. Assignment.**

Contractor shall not assign, transfer, convey, subcontract or otherwise dispose of this Agreement or his/her/its right, title, or interest in or to the same or any part hereof without prior written consent from YCH.

**Article 11. Public Records Act.**

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

**Article 12. Termination Of Agreement.**

12.1 Termination by Mutual Consent. This Agreement may be terminated by the mutual consent of both parties, upon such terms and conditions as may be mutually agreed.

12.2 Termination for Convenience. YCH may terminate this Agreement for convenience by giving Contractor sixty (60) calendar days' advance written notice before the close of the fiscal year to be audited. Notice of termination shall be by certified mail with return receipt requested. Upon receipt of the notice of termination, Contractor shall cease work, wrap up, and conclude work without undertaking any new orders, tasks or services. Contractor shall promptly submit its termination claim to YCH to be paid to Contractor.

12.3 Termination by Contractor's Breach or Default.

12.3.1 In the event that the Contractor fails to perform the terms and conditions of this Agreement in a satisfactory manner to YCH, or in the event that Contractor's performance is adversely affecting the performance of YCH activities, YCH shall have the right to terminate this Agreement by giving Contractor thirty (30) calendar days' advance written notice. Notice of termination shall be by certified mail with return receipt requested. Upon receipt of the notice of termination, Contractor shall cease work, wrap up, and conclude work without undertaking any new orders, tasks or services. Contractor shall promptly submit its termination claim to YCH to be paid to Contractor.

12.3.2 In the event of a breach or default by Contractor under this Agreement, YCH shall be under no obligation to pay to Contractor the compensation amount described in Article 4, or any portion thereof, unless YCH finds Contractor has partially performed said Agreement

and said partial performance benefits YCH, under which circumstances YCH shall pay to Contractor that portion of the compensation amount which the part performance bears to the total performance, less all damages and losses suffered by YCH as a result of Contractor's failure to perform.

12.3.3 In the event of a breach or default by Contractor under this Agreement, Contractor may be debarred and denied participation of in HUD programs as a Contractor and a subcontractor as provided for in 24 CFR Part 24.

12.4 Opportunity to Cure. YCH in its sole discretion may, in the case of a termination for breach or default, allow Contractor fifteen (15) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to YCH's satisfaction the breach or default or any of the other terms, covenants, or conditions of this Agreement within fifteen (15) days after receipt by Contractor or written notice by YCH setting forth the nature of said breach or default, YCH shall have the right to terminate this Agreement without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude YCH from also pursuing all available remedies against Contractor and its sureties for said breach or default.

12.5 Disputes.

12.5.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the parties, shall be decided in writing by the authorized representative of YCH's Executive Director. This decision shall be final and conclusive unless within fifteen (15) days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to the Executive Director. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. Disputes will be resolved in conformance with the requirements of the Agreement. The Executive Director, within sixty (60) days, will decide the dispute or notify Contractor of the date by which the decision will be made. The decision of the Executive Director shall be binding upon the Contractor unless appealed by Contractor.

12.5.2. Unless otherwise directed by YCH, Contractor shall continue performance under the Agreement while matters in dispute are being resolved.

12.5.3 Should either party to this Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of his/her/its employees, agents or others for whose acts he/she/it is legally liable, a claim for damages therefore shall be made in writing to

such other party within a reasonable time after the first observance of such injury of damage.

- 12.5.4. Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between YCH and Contractor arising out of or relating to this Agreement or its breach will be decided by, arbitration if the parties mutually agree, or in a court of competent jurisdiction located in Woodland, California.
- 12.5.5 The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by YCH or Contractor shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.
- 12.6 The rights afforded to YCH under this Article shall be in addition to any other rights provided by law or set forth in this Agreement. YCH may exercise any or all of such rights which individually or conjunctively will totally compensate YCH for the damages suffered by YCH resulting from the default of Contractor.
- 12.7 In the event that YCH elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Agreement, such waiver by YCH shall not limit YCH's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

**Article 13. Attorney's Fees.**

In the event that either Party brings suit against the other Party to enforce any rights under this Agreement, the prevailing party, as determined by the court, shall be entitled to have their costs and reasonable attorney fees paid by the losing party.

**Article 14. Notice.**

- 14.1 Except as otherwise provided in this Agreement, all notices or correspondence to be provided for under Agreement shall be made in writing and either served personally, sent by certified mail with return receipt requested, or sent by facsimile provided confirmation of delivery is obtained at the time of transmission, addressed as follows:

To YCH:                    Yolo County Housing  
                                  Attention: Executive Director  
                                  147 W. Main Street  
                                  Woodland, CA 95695  
                                  Telephone No.:(530) 662-5428  
                                  Fax No.: (530) 662-5429

To Contractor: \_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone No.: (\_\_\_\_) \_\_\_\_\_  
Fax No.: (\_\_\_\_) \_\_\_\_\_

- 14.2 Any Party may change the address or facsimile number to which notice or correspondence are to be made by providing the other Party with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.
- 14.3 Service of notices or correspondence shall be deemed complete on the date of receipt if personally served, if served using facsimile machines provided confirmation of delivery is obtained at the time of transmission, or if sent by certified mail with return receipt requested. However, if signature is refused on a notice, correspondence, or rent payment sent by certified mail with return receipt requested, then service shall be deemed complete three (3) days after the recipient refuses to sign. Service of notices, correspondence, or rent payments shall be deemed complete on the fifth (5<sup>th</sup>) day following deposit in the United States mail if sent by first class mail.

**Article 15. Miscellaneous Provisions.**

- 15.1. Exhibits. All of the Exhibits mentioned in this Agreement are incorporated herein by this reference. In the event of any conflict between any of the provisions of this Agreement or Exhibits, the provision that requires the highest level of performance from Contractor for YCH's benefit shall prevail.
- 15.2 Governing Law. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a court of competent jurisdiction located in Woodland, California.
- 15.3 Time of the Essence. Time is of the essence in the performance of every term, covenant, condition, and provision of this Agreement.
- 15.4 Warranty of Authority. The person executing this Agreement on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms, covenants and conditions of this Agreement. Both the person executing this Agreement on behalf of Contractor and Contractor understand that YCH is relying on this representation in entering into this Agreement.

- 15.5 Successors and Assigns. Subject to any provision under this Agreement restricting assignment or subcontracting by Contractor, the provisions of this Agreement shall be binding upon and inure to the benefit of the respective successors, assigns, heirs, and personal representatives of the Parties to this Agreement.
- 15.6 Status of Contractor.
- 15.6.1. It is understood and agreed by all the parties hereto that Contractor is an independent contractor and that no relationship of employer-employee exists between YCH and Contractor. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of YCH. Contractor hereby indemnifies and holds YCH harmless from any and all claims that may be made against YCH based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.
- 15.6.2. It is further understood and agreed by all the parties hereto that neither Contractor nor Contractor's assigned personnel shall have any right to act on behalf of YCH in any capacity whatsoever as an agent or to bind YCH to any obligation whatsoever.
- 15.6.3. It is further understood and agreed by all the parties hereto that Contractor must issue any and all forms required by Federal and State laws for income and employment tax purposes, including W-2 and 941 forms, for all of Contractor's assigned personnel.
- 15.7 Severability. If any provision of this Agreement is adjudicated by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.
- 15.8 Captions. The title or headings to the Articles of this Agreement are not part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
- 15.9 Amendment. This Agreement may only be amended in writing signed by both YCH and Contractor, and any other purported amendment shall be of no force or effect.
- 15.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same one document.
- 15.11 Entire Agreement. This Agreement, including any and all Exhibits, constitutes the entire agreement between YCH and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the Parties as to the language of this Agreement or

the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the Parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any Party to this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year set forth above.

**CONTRACTOR:**

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

**YCH:**

HOUSING AUTHORITY OF THE COUNTY OF YOLO

By: \_\_\_\_\_  
Lisa A. Baker, Executive Director

Approved as to Form:

By \_\_\_\_\_  
Sonia Cortés, Agency Counsel

## **EXHIBIT A**

### **SCOPE OF SERVICES**

During the term of this Agreement, Contractor shall provide the services described in the attached document.

## EXHIBIT B

### PAYMENT FOR SERVICES

- A. BILLING. Within ten (10) days after the end of each calendar month in which services are performed or expenses are incurred under this Agreement, Contractor shall submit an invoice to YCH at the following address:

Yolo County Housing  
Attn: Lisa Baker, Executive Director  
147 W. Main Street  
Woodland, CA 95695

The invoice submitted pursuant to this paragraph shall show the YCH Purchase Order number and Agreement number, if any, and the estimated percentage of completion of the audit as determined by Contractor. YCH has the right to make extensive inquiries and investigations related to the Contractor's progress and estimated percentage of completion. Contractor must clearly mark its final invoice for each Audit Year as "FINAL" and indicate the applicable Audit Year.

- B. TIME OF PAYMENT. During each year of this Agreement, YCH will make progress payments to Contractor up to eighty-five percent (85%) [i.e. \$\_\_\_\_\_] of the maximum compensation amount for that year. Said progress payments will be made within (30) days after submittal of Contractor's invoice or after YCH has completed its inquiries and investigations related to the Contractor's progress and estimated percentage of completion. YCH may delay payments to Contractor for up to ninety (90) days in order to give YCH reasonable time to complete its inquiries and investigations related to the Contractor's progress and estimated percentage of completion. During each year of this Agreement, YCH will retain fifteen percent (15%) of the maximum compensation amount (i.e. \$\_\_\_\_\_) for that year and YCH will not make payment of the retention amount for that year to Contractor until after the submission, acceptance, and approval of the Audit Report by HUD REAC.

## EXHIBIT C

### **COMPLIANCE WITH FEDERAL REQUIREMENTS**

During the term of this Agreement, Contractor shall comply with all of the following federal requirements:

#### **I. General Obligation of Contractor**

Contractor shall at all times comply with all applicable United States Department of Housing and Urban Development (HUD) regulations, policies, procedures and directives, as they may be amended or promulgated from time to time during the term of this Agreement. Contractor's failure to so comply shall constitute a material breach of this Agreement.

#### **II. Access and Retention of Contractor's Records**

- A. Contractor shall retain any and all records related to this Agreement for a period no less than five (5) years after final payment is made and all other pending matters are closed. The Housing Authority of the County of Yolo (YCH), HUD, or the Comptroller General of the United States, or any of their duly authorized representatives shall, until three (5) years after final payment has been made and all other pending matters are closed under this Agreement, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.
- B. Contractor agrees to include in first-tier subcontracts under this Agreement a clause substantially the same as Paragraph (A) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- C. The periods of access and examination in Paragraphs (A) and (B) above for records relating to:
1. Appeals under the clause titled Disputes;
  2. Litigation or settlement of claims arising from the performance of this Agreement; or,
  3. Costs and expenses of this Agreement to which YCH, HUD, or the Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

#### **III. Copyrights and Rights in Data (Ownership and Proprietary Interest)**

YCH shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Agreement, including but not limited to reports, memoranda or letters concerning the

research and reporting tasks of this Agreement. The originals of all letters, documents, reports and other products and data produced under this Agreement shall be delivered to, and become the property of YCH. Copies may be made for Contractor's records but shall not be furnished to others without written authorization from YCH. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by YCH.

#### **IV. Patents**

YCH shall possess all patent rights with respect to any discovery or invention, which arises or is developed in the course of or under this Agreement. Contractor shall defend all suits or claims for infringement of any patent rights and shall save YCH harmless from loss on account thereof, except that YCH shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer(s) is specified and Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, Contractor has reason to believe that a design, process, or product specified is an infringement of a patent, Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for the resultant loss.

#### **V. Energy Efficiency**

Contractor shall comply with all mandatory standards and policies relating to energy efficiency, which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163) for the State of California.

#### **VI. Suspension and Debarment**

Contractor shall not make any award to any subcontractor or permit any award to any subcontractor at any tier which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

#### **VII. Certificate and Release**

Prior to final payment under this Agreement, or prior to settlement upon termination of this Agreement, and as a condition precedent thereto, Contractor shall execute and deliver to YCH a certificate and release, in a form acceptable to YCH, of all claims against YCH by Contractor under and by virtue of this Agreement, other than such claims, if any, as may be specifically excepted by Contractor in stated amounts set forth therein.

#### **VIII. Organizational Conflicts of Interest**

- A. Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which

is defined as a situation in which the nature of work under this Agreement and Contractor's organizational, financial, contractual or other interests are such that:

1. Award of the contract may result in an unfair competitive advantage; or
  2. The Contractor's objectivity in performing the contract work may be impaired.
- B. Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this Agreement or any task/delivery order under the Agreement, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. YCH may, however, terminate the Agreement or task/delivery order for the convenience of YCH if it would be in the best interest of YCH.
- C. In the event Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, YCH may terminate this Agreement for default.
- D. The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

#### **IX. Inspection and Acceptance**

- A. YCH has the right to review, require correction, if necessary, and accept the work products produced by Contractor. Such review(s) shall be carried out within thirty (30) days so as to not impede the work of the Contractor. Any product of work shall be deemed accepted as submitted if YCH does not issue written comments and/or required corrections within thirty (30) days from the date of receipt of such product from the Contractor.
- B. Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to YCH within seven (7) days of notification or a later date if extended by YCH.
- C. Failure by Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If Contractor's submission of corrected work remains unacceptable, YCH may terminate this Agreement (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services rendered.

#### **X. Interest of Members of Congress**

Contractors warrants to YCH that he or she is not a member or delegate to the Congress of the United States of America or a Resident Commissioner. No

member or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise there from, but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

**XI. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees**

The parties understand that no member, officer, or employee of YCH, no member of YCH's Board of Commissioners, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one (1) year thereafter, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

**XII. Dissemination or Disclosure of Information**

Contractor shall not disseminate or disclose any information or material to the general public, the news media, or any person or organization without prior express written approval by YCH.

**XIII. Contractor's Status**

Contractor understands that it is an independent contractor and is not to be considered an employee of YCH, or assume any right, privilege, duties or benefits of an employee, including but not limited to unemployment, health/dental insurance, workers' compensation, vacation or sick leave. Contractor shall save harmless YCH and its employees from claims, suits, actions and costs of every description resulting from Contractor's activities on behalf of YCH in connection with this Agreement.

**XIV. Other Contractors**

YCH may undertake or award other contracts for additional work at or near the site(s) of the work under this Agreement. Contractor shall fully cooperate with the other contractors and with YCH and HUD employees and shall carefully adapt scheduling and performing the work under this Agreement to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. Contractor shall not commit or permit any act that will interfere with the performance of the work by any contractor or YCH employee.

**XV. Liens**

Contractor is prohibited from placing a lien on YCH's property. This prohibition shall apply to all subcontractors.

## EXHIBIT D

### **COMPLIANCE WITH CONFIDENTIALITY REQUIREMENTS**

During the term of this Agreement, Contractor shall comply with all of the following confidentiality requirements:

1. Contractor, its employees, agents, and/or subcontractors understand that during the term of this Agreement, he or she may learn of or have access to certain private and confidential information of the Housing Authority of the County of Yolo (YCH), its employees, tenants, clients, affiliates, vendors, and/or contractors.
2. At all times during the term of this Agreement, Contractor, its employees, agents, and/or subcontractors shall keep strictly confidential any and all information provided to or obtained by Contractor relating to employee, tenant, client, affiliates, vendor, or contractor private information, including but not limited to, home addresses, mailing addresses, social security numbers, telephone numbers, financial records, medical records, employment records, criminal records, and credit histories.
3. At all times during the term of this Agreement, Contractor, its employees, agents, and/or subcontractors shall keep strictly confidential any and all information provided to or obtained by Contractor relating to YCH records and New Hope Community Development Corporation (New Hope CDC) records, including but not limited to, YCH employee records, YCH plans, New Hope CDC plans, YCHA activities, or New Hope CDC activities.
4. At all times during the term of this Agreement, Contractor, its employees, agents, and/or subcontractors shall not disclose any information provided to or obtained by Contractor relating to employee, tenant, client, affiliates, vendor, or contractor private information, including but not limited to, home addresses, mailing addresses, social security numbers, telephone numbers, financial records, medical records, employment records, criminal records, and credit histories, unless such disclosure is necessary to perform the services required by this Agreement, YCH's Executive Director authorizes in writing such disclosure, or a properly authorized release of information is on file with YCH.
5. At all times during the term of this Agreement, Contractor, its employees, agents, and/or subcontractors shall not remove from YCH premises any tenant, client, employee, affiliate, vendor, or contractor file.

**EXHIBIT E**

**INSURANCE REQUIREMENTS**

Contractor shall procure and maintain for the duration of the Agreement 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. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, code 1 (any auto).
3. Professional Liability Insurance (Errors and Omissions).
4. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

***Minimum Limits of Insurance***

Contractor shall maintain limits no less than:

1. General Liability:

(Including operations, products and completed operations.)

**\$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, 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: **\$1,000,000** per accident for bodily injury and property damage.
3. Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.
4. Professional Liability: **\$1,000,000.**
5. Workers' Compensation: **Statutory Limit.**

### ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the Housing Authority of Yolo County (YCH). At the option of YCH, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects YCH, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to YCH guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

### ***Other Insurance Provisions***

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. YCH, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and 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, or as a separate owner's policy (CG 20 10 11 85).
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects YCH, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by YCH, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to YCH.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

### ***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

### ***Verification of Coverage***

Contractor shall furnish YCH with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by YCH or on other than YCH's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by YCH before work commences. YCH reserves the right to

require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

***Subcontractors***

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**Proposal Package Instructions**

**Instructions to Contractors for Completing, Executing, and Submitting Evidence of Insurance to the Housing Authority of Yolo County**

**PROVIDE THIS DOCUMENT AND ATTACHMENTS TO YOUR INSURANCE AGENT.**

INSURED: \_\_\_\_\_  
*(Proposer, Contractor, Lessee, Permittee, etc.)*

DATE: \_\_\_\_\_

AGREEMENT/REFERENCE NUMBER: \_\_\_\_\_

**A. Insured (Contractor, Vendor, or Tenant)**

1. In order to reduce problems and time delays in providing evidence of insurance to the Housing Authority of Yolo County (YCH) you are requested to give your insurance agent or broker a copy of the attached Insurance Requirements Sheet, along with these instructions for completing, executing, and submitting evidence of insurance.
2. If the agreement requires Workers' Compensation coverage and you have been authorized by the State of California to self-insure Workers' Compensation, then a copy of the certificate from the State authorizing self-insurance for Workers' Compensation shall meet the requirements for Workers' Compensation insurance covering activities within the State.
3. All questions relating to insurance should be directed to the YCH department or office responsible for your contract, lease, permit, or other agreement.

**B. Insurance Agent or Broker**

1. The appropriate endorsement form shall be used. Certificates of Insurance alone will not be accepted by YCH.
2. More than one insurance policy may be required to comply with the insurance requirements. The YCH's insurance requirements to your insured's agreement, contract, lease, or permit are attached.
3. You shall have an authorized representative of the insurance company sign the completed endorsement forms and note his/her telephone number on them.
4. The name of the insurance company underwriting the coverage and its address shall be noted on the endorsement form.
5. The general description of agreement(s) and/or activity(ies) insured shall include reference to the activity and/or to either the specific Authority

reference number, contract number, lease number, permit number, or construction approval number.

6. The coverages and limits for each type of insurance are specified on the attached insurance requirements sheet. When coverage is on a scheduled basis, then a separate sheet is to be attached to the endorsement listing such scheduled locations, vehicles, etc.
7. Endorsements to excess or umbrella policies will be required when primary insurance is insufficient to comply with YCH's requirements.
8. Completed endorsement(s), including cancellation notices, and questions relating to the required insurance are to be directed to:

**Housing Authority of the County of Yolo**

NAME OF HOUSING AUTHORITY

**Janis R. Holt, Resource Administrator**

NAME OF INDIVIDUAL

**147 W. Main Street**

STREET ADDRESS

**Woodland, CA 95695**

CITY, STATE, ZIP

9. Improperly completed endorsements will be returned to your insured for correction by an authorized representative of the insurance company.
10. Delay in submitting properly completed endorsement forms may delay your insured's intended occupancy or operation under the agreement with YCHA, **or may result in your insured's offer being rejected for non-compliance.**

**UNDERWRITER/BROKER CERTIFICATION**

Entity: Housing Authority of the County of Yolo

Entity project identification: \_\_\_\_\_

Entity providing offer/contractual services: \_\_\_\_\_

Insurer(s): \_\_\_\_\_

Best rating(s): \_\_\_\_\_

Name and title of underwriter, broker, or agent completing certification: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I, the undersigned insurance underwriter, insurance broker, or agent do hereby certify that I have examined the insurance specifications prepared by the Housing Authority of the County of Yolo (YCH) for the above referenced project and have attached herewith certificates of insurance and all endorsements specified in the insurance specifications on equivalent forms provided by the insurance carrier.

I further certify that the coverages provided to the Contractor and described in the certificates of insurance conform in all respects to the requirements set forth in the insurance specifications, including, but not limited to the following considerations:

1. The scope of insurance is at least as broad as the minimum requirements identified in the insurance specifications;
2. The minimum occurrence limits and aggregate limits of insurance are consistent with those set forth in the insurance specifications;
3. All deductibles and/or self-insured retentions have been declared;
4. All required endorsements identified in the insurance specifications have been provided and copies have been attached to the appropriate certificate of insurance;
5. All policies of insurance have been placed with insurers with a current rating from the A.M. Best Company of not less than A:VII;
6. All endorsements have been signed by a person authorized by the insurer to bind coverage on its behalf.

If the coverages provided to the Contractor do not conform in all respects to the requirements set forth in the insurance specifications, an explanation of each and every variance from the specifications and an evaluation of the relative risk exposures and protections to YCH and the Contractor are attached.

I understand that the YCH will not authorize the Contractor to initiate work on behalf of YCH until this certification has been fully executed and returned to YCH.

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Signature

---

Date

---

Name of Company

---

Business Address

---

Business Phone Number