



2160 41st Avenue | Capitola, CA 95010 | Tel: 831.454.5918 | Fax: 831.469.3712

**Introduction:**

New Horizons Affordable Housing and Development Inc. (New Horizons), a California nonprofit public benefit corporation and an affiliate of the Housing Authority of the County of Santa Cruz (HACSC), is issuing a request for proposals (RFP) for firms with extensive experience monitoring for federal and state prevailing wage and labor requirements.

New Horizons' purpose includes, but is not limited, to supporting HACSC with acquiring, developing, financing, rehabilitating, owning, and operating affordable housing for low-income individuals. New Horizons actively manages approximately 294 affordable housing units in Santa Cruz County. New Horizons is committed to enhancing and preserving its existing affordable portfolio as well as expanding opportunities for high quality affordable housing for low-income residents of Santa Cruz County. This RFP is issued solely by New Horizons and is not issued by HACSC but may be placed on HACSC's website for convenience and ease of access.

**Request for Proposals:**

This RFP is for firms with extensive experience monitoring federal and state prevailing wage and labor requirements for the development of 2021 Chanticleer Avenue, Santa Cruz, CA, as an affordable housing project.

Services shall be performed in accordance with the executed contract. The initial contract period is expected to begin immediately following contract award and is estimated to be for duration of development of 2021 Chanticleer Avenue. Specific dates will be provided in the contract. The contract may be extended in accordance with its terms.

**PROPOSAL SUBMISSION**

Submissions to the RFP must be submitted electronically via the BidNet Direct procurements system by the deadline indicated. Prospective bidders must be registered with BidNet Direct to participate in this solicitation and can create an account at no cost by visiting <https://www.bidnetdirect.com/california/housingauthorityofcountyofsantacruz>.

**I. Bid Schedule and Project Timeline:**

New Horizons is seeking a firm that can provide services beginning June 15, 2026 through the duration of the development of 2021 Chanticleer Avenue, anticipated to extend through 2029. The contract may be extended in accordance with its terms.

RFP Timeline	
Action	Date
RFP Issue Date	April 21, 2026
Questions Due Date	May 5, 2026
Submission Due Date	May 22, 2026
Interviews (if necessary)	Week of June 1, 2026
Recommendation / Notification of Award	Week of June 8, 2026

**1. Deadline for Questions:**

All questions and requests for clarification or additional information must be addressed in writing via the BidNet Direct procurement system by **May 5, 2026, at 4:00 P.M.** Responses to such inquiries will be made in writing via the BidNet Direct platform. To avoid giving one prospective Proposer an advantage over another during the solicitation process, New Horizons will NOT conduct any substantive discussions with a prospective Proposer when other prospective Proposers are not present. New Horizons may redirect the asking party back to the solicitation documents where his/her question has already been addressed. Otherwise, New Horizons will direct the asking party to submit his/her inquiry via BidNet Direct platform so that New Horizons may more fairly respond to all Proposers in writing by addendum. Proposers are responsible for obtaining and reading all addenda.

**2. Submission Deadline:**

Submissions to the RFP must be submitted electronically via the BidNet Direct procurement system no later than **May 22, 2026, at 4 P.M.** All proposals must include the completed bid form included in this RFP. Prospective bidders must be registered with BidNet Direct to participate in this solicitation and can create an account at no cost by visiting:

<https://www.bidnetdirect.com/california/housingauthorityofcountyofsantacruz>.

**3. Intent to Award:**

New Horizons will post a “Notice of intent to award” on the BidNet Direct platform the week of June 8, 2026. Contract Award(s) may be subject to approval by New Horizons Board of Directors prior to execution.

**II. SCOPE OF SERVICES**

The scope of services include but are not limited to the following:

- Provide assistance to New Horizons with procurement of a General Contractor.
- Prepare materials for contractors that explain labor standards and prevailing wage requirements.
- Review labor law requirements.
- Perform the collection, review, and verification of certified payrolls submitted by contractors.
- Audit certified payrolls, including reviews of proper work classification, overtime, shift, holiday, and special pay work categories.
- Perform on-site monitoring, field reviews, apprenticeship monitoring, journeyman monitoring, and worker interviews.
- Ensure no contractors or subcontractors shall initiate work without submitting all documentation required for compliance with labor standards and prevailing wage requirements.
- Obtain applicable wage decisions, as required.
- Verify training fund contributions have been paid.
- Monitor HUD Section 3 requirements (24 CFR Part 75).
- Review contracts, general conditions, and bid advertisement language for compliance with all prevailing wage and labor standards compliance.
- Provide on-going guidance to contractors.
- Provide New Horizons with a monthly report on the status of prevailing wage and labor standards compliance.
- Investigate claims submitted by workers.
- Prepare compliance reports and submittals to Department of Labor (DOL) and/or California Department of Industrial Relations (DIR).
- Respond to audit requests from DOL and DIR.
- Verify DOL or DIR registration for all contractors.
- Monitor all federal, state, and local prevailing wage and labor standards compliance monitoring, as required.
- Coordinate resolution of wage restitution and prepare restitution reports.
- Evaluate and inform contractors of violations and potential violations and providing guidance to re-establish a positive compliance status.
- Verify the posting of required job site notices.
- Prepare information and evidentiary documents if needed to substantiate the withholding of contract payments.
- Communicate effectively with contractors and New Horizons.
- Address inquiries from contractors and New Horizons.

- Attend meetings with contractors and/or New Horizons.
- Provide representation at any audit with DOL or DIR.
- Perform all requirements of federal and state prevailing wage and labor standards compliance monitoring, as required.
- Perform other tasks not explicitly stated in this RFP.

### **III. MINIMUM QUALIFICATIONS AND PROPOSAL CONTENTS**

#### **MINIMUM QUALIFICATIONS AND RELATED EXPERIENCE:**

Proposals will be considered only from firms who can demonstrate the minimum qualifications:

1. Proposer must be an individual, business corporation, partnership, joint venture, or other legal entity that is authorized to do business in the State of California.
2. Proposer must not be disbarred, suspended, or otherwise unlawfully prohibited from participating in any public procurement process. Such information must be disclosed.
3. Proposer must have completed at least three (3) prevailing wage and labor standards compliance monitoring projects within the last five (5) years.

#### **PROPOSAL CONTENTS**

All proposals submitted in response to this RFP must be formatted in accordance with the numbered sequence noted below. Each proposal should include sections addressing the following information in the order shown. The Proposer should be sure to include all information that it feels will enable the Evaluation Committee to make a decision. Failure of the Proposer to provide specific, detailed information may result in its proposal being rejected in favor of a sufficiently detailed proposal. Any necessary exhibits or other information, including information not specifically requested by this RFP but that the Proposer believes would be helpful, should be attached at the end of the proposal.

The non-price factors that will be evaluated under this RFP are Qualifications and Experience, Comparable Project Experience and References, and Implementation Plan. Within these factors, preference will be given to those firms who have recent experience working with a Housing Authority on a similar development project, and those firms who have recent work experience within the County of Santa Cruz.

1. Cover Letter:

Provide a one-page cover letter on your letterhead that includes the address,

telephone numbers, and e-mail address of the Proposer's contact person or persons. List the name and title of each person authorized to represent the Proposer in negotiations.

2. Qualifications and Experience:

Describe the firm's qualifications and experience to perform prevailing wage and labor standards compliance monitoring as outlined in this RFP. At minimum, the proposal shall include the following:

- a. A general description of the firm's qualifications and experience, with emphasis on specific, similar, or related work for affordable housing or publicly financed construction projects and work conducted in the County of Santa Cruz.
- b. Identification of all staff who would be directly assigned to the project, including the proposed project manager and primary day-to-day contact. For each key person, provide a brief resume and describe their role, qualifications, years of experience, and availability to complete the work.
- c. Identification of all staff that will be indirectly or periodically assigned to support the work with the directly assigned staff member(s), including their anticipated role.
- d. A staffing plan that describes how the firm will maintain continuity of services.
- e. A description of the firm's experience with federal Davis-Bacon and Related Acts requirements, California prevailing wage requirements, DIR registration requirements, apprenticeship standards, training fund contribution verification, HUD labor standards, and Section 3 requirements under 24 CFR Part 75, as applicable.
- f. A description of the firm's experience performing certified payroll review, worker interviews, field monitoring, apprenticeship compliance review, restitution calculations, withholding support, audit support, and response to labor standards complaints or investigations.

3. Comparable Project Experience and References

Provide information for a minimum of three (3) comparable projects completed within the past five (5) years. Past work experience with a Housing Authority and within the County of Santa Cruz is preferred. For each project, include the following:

- a. Project name, location, owner/client, and project type.

- b. Construction valuation, project size, and number of contractors and subcontractors monitored, if available.
- c. Funding sources and whether the project was subject to federal prevailing wage requirements, California prevailing wage requirements, or both.
- d. Proposer's specific scope of services and duration of the assignment.
- e. Whether the project involved HUD, DOL, Section 3, apprenticeship compliance, restitution, withholding, audits, claims, or enforcement matters.
- f. A brief description of the outcome, including any findings, corrective actions, wage restitution, assessments, or resolutions, if applicable.
- g. Reference contact name, title, organization, phone number, and email address for each project.

#### 4. Implementation Plan

Describe in detail how the Proposer will perform prevailing wage and labor standards compliance monitoring for this project from pre-construction through closeout. The implementation plan shall include the following:

- a. Project startup and contractor onboarding procedures.
- b. Procedures for collecting, reviewing, tracking, and verifying certified payroll records.
- c. Methods for verifying classifications, fringe benefits, overtime, apprentices, trainees, ratios, and training fund contributions.
- d. Procedures for conducting on-site interviews, field reviews, and jobsite monitoring.
- e. Approach for documenting potential violations, notifying contractors, recommending corrective action, and escalating unresolved issues.
- f. Approach to calculating restitution, preparing supporting documentation, and assisting with withholding, if necessary.
- g. Approach to coordination and communication with New Horizons, the general contractor, subcontractors, DOL, DIR, and other agencies as applicable.

- h. Proposed schedule for startup, routine monitoring, on-site visits, reporting, and response times for urgent compliance issues.
- i. Description of internal quality control procedures, including supervisory review and methods used to maintain accuracy and consistency.

5. Sample Reports and Forms

Submit redacted sample work product that demonstrates the firm’s reporting and compliance monitoring capabilities. Samples may include a monthly compliance report, certified payroll review log, exception report, worker interview form, corrective action notice, restitution worksheet, or audit response.

6. Excluded Optional Services

Clearly identify any services listed in the Scope of Services that are excluded from the proposal or cannot be provided. Also identify any optional services available for an additional cost and the basis for that cost.

7. Licenses, Certifications, and Regulatory Status

Provide all relevant licenses, certifications, registrations, and professional credentials that demonstrate the ability to complete the services identified in this RFP. Disclose whether the firm or any proposed key personnel have, within the last five (5) years, been subject to any prevailing wage-related complaint, investigation, suspension, debarment, civil assessment, enforcement action, or material litigation, and briefly describe the status and outcome of each matter.

8. Fee Proposal

Provide the proposed fee for the services identified in this RFP, including the total cost and hourly rate of staff. The fee proposal shall be itemized and include a detailed explanation of all costs associated with the services, including hourly rates by labor category, estimated hours by task or phase, rates for meetings or audit attendance, reimbursable expenses, and any assumptions or exclusions affecting pricing.

**IV. PROPOSAL EVALUATION**

	<b>Evaluation Criteria</b>	<b>Points</b>
1.	<u>Qualifications and Relevant Experience:</u> Firm and key personnel experience with comparable federal and California prevailing wage and labor standards monitoring engagements, experience working with a Housing Authority, and experience working in the County of Santa Cruz.	30

2.	<u>Technical Approach and Implementation Plan:</u> Quality and completeness of the proposed monitoring methodology, reporting approach, issue escalation procedures, quality control, and understanding of project requirements.	20
3.	<u>Key Personnel and Capacity:</u> Qualifications, availability, role clarity, and depth of staffing resources, including ability to begin work promptly following contract award.	20
4.	<u>Cost Proposal:</u> Reasonableness, transparency, and completeness of the itemized fee proposal and pricing assumptions.	15
5.	<u>Past Performance, References, and Work Product Quality:</u> Quality of references, results demonstrated on similar projects, responsiveness of the proposal, and quality of sample reports and forms.	15
<b>Total Points</b>		<b>100</b>

## V. RESERVATION OF RIGHTS

This RFP does not commit New Horizons to continue with the procurement process or select and award an Architectural Services contract. New Horizons reserves the right to cancel the procurement in whole or in part, at its sole discretion, at any time before the contract is fully executed and approved on behalf of New Horizons. New Horizons further reserves the right to reject all submissions and seek new proposal or proposals when New Horizons considers such procedure to be in its best interest. New Horizons reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon ten days written notice to the successful Proposer(s).

New Horizons reserves the right to waive any minor irregularities and omissions in the information contained in the Proposal it receives, and to make the final determination of which Contractor firms are considered.

New Horizons reserves the right to negotiate the fees proposed by the responding party and reserves the right to determine the location that the successful Proposer shall provide the services called for in this RFP.

The party responding to this RFP accepts all risks and costs associated with completion of their proposal. The submittal of a response and qualification package and its use by New Horizons will not give rise to any liability on the part of New Horizons to the submitting party or any third party or person. No guarantees are made or implied that the project will be developed either in whole or in part.

New Horizons reserves the right to retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the Agency. The California Public Records Act (Cal. Govt. Code sections 6250 et seq.) mandates public access to government records. Any submissions that are not opened will remain sealed and will be returned to the submitting party. To the extent required by law, upon request, New Horizons will make available to the public after award of contract: (i) All

opened Proposals including all information submitted; (ii) All correspondence and written questions submitted during the proposal period; and (iii) All subsequent evaluation information. Except as otherwise required by law, New Horizons will not disclose financial details or trade secrets submitted that have been designated confidential by the submitting party. Any financial details or trade secrets that a submitting party believes should be exempt from disclosure must be specifically identified and marked as “confidential trade secrets” and that material must be submitted in a separate envelope clearly labeled as confidential. Upon receipt of a request under the Public Records Act, New Horizons will notify the Proposer. If Proposer requests that New Horizons withhold from disclosure the information identified as confidential, the Proposer will assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless New Horizons from and against all damages (including but not limited to attorney's fees that may be awarded to the party requesting the Proposer's information), and pay any and all cost and expenses related to the withholding of Proposer's information. Proposer will not make a claim, sue, or maintain any legal action against New Horizons or its directors, officers, employees, or agents concerning the withholding from disclosure of the Proposer's information. Failure to respond to New Horizons' notice or enter into a defense and indemnity agreement with New Horizons constitutes a complete waiver of any rights regarding the information designated as proprietary/confidential and such information will be disclosed pursuant to applicable procedures under the Public Records Act. If the Proposer does not request that New Horizons withhold from disclosure information identified as confidential, New Horizons will have no obligation to withhold the information from disclosure and may release the information sought without any liability to the New Horizons.

Representatives of New Horizons can:

- Request clarification of responses submitted before the final selection of a contractor for this project
- Reject any or all responses
- Waive any informality in the selection process
- Terminate this selection process at any time
- Negotiate the fees proposed by bidders for this project
- Award a contract on a fixed fee or time and material basis, or both
- Award a contract that provides the best value to New Horizons as determined solely by New Horizons in its absolute discretion
- New Horizons shall not be liable for any expense incurred in relation to the preparation or submittal of proposals. Such expenses include, but are not limited to, expenses for preparing the proposal or related information in this RFP, negotiations with New Horizons on any matter related to the Proposals, any attorneys' fees incurred prior to execution of final construction documents, affidavits and

certifications, and costs associated with interviews, meetings, travel or presentations. Additionally, New Horizons shall not be liable for expenses incurred as a result of New Horizons' rejection of any Proposal made in response to the RFP.

Any protests of the award must be submitted within five (5) business days from the date of the notice of final selection to submit written complaints by email to John Fleisher, Controller, at [johnf@hacosantacruz.org](mailto:johnf@hacosantacruz.org). Thereafter, the Controller has 10 business days to respond in writing to the complaint.

**I. Attachments:**

**Attachment A:** New Horizons Standard Contract

# ATTACHMENT A: SAMPLE CONTRACT

## AGREEMENT FOR SERVICES BETWEEN NEW HORIZONS AFFORDABLE HOUSING & DEVELOPMENT INC. AND \_\_\_\_\_

This Agreement, for reference dated \_\_\_\_\_, is entered into by and between New Horizons Affordable Housing & Development Inc, a nonprofit affiliate to the Housing Authority of the County of Santa Cruz (**NEW HORIZONS**) and \_\_\_\_\_ (**Consultant**).

### RECITALS

**WHEREAS**, New Horizons solicited quotes or proposals from qualified Consultants to provide \_\_\_\_\_ services; and

**WHEREAS**, Consultant submitted a quote or proposal and represented itself and proposed staff to have the required qualifications and experience to provide the required services, and based on these representations, NEW HORIZONS selected Consultant to provide such services; and

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the parties agree as follows:

1. **Agreement Documents.**

The documents forming the entire Agreement between NEW HORIZONS and Consultant shall consist of this Agreement including:

- Attachment 1 – Scope of Services
- Attachment 2 – Compensation

This Agreement and the Attachments set forth above, contain all of the agreements, representations and understandings of the Parties, and supersede and replace any previous understandings, commitments, or agreements, whether oral or written. Any other terms or conditions included in any quotes, proposals, or other forms exchanged by the Parties shall not be incorporated in this Agreement or be binding upon the Parties.

2. **Term of Agreement.**

The term of this Agreement commences upon full execution by the parties as indicated on the signature page (**Effective Date**) and continues for a period of \_ years (**Initial Term**), unless terminated earlier in accordance with this Agreement. NEW HORIZONS, at its sole discretion, holds the option to extend the term for up to \_ additional one-year periods.

3. **Scope of Services and Schedule of Performance.**

Consultant shall perform Services specified in **Attachment 1** within the time stated in Attachment 1, entitled "Scope of Services and Schedule of Performance." Time is of the essence in this Agreement.

4. **Maximum Compensation.**

The maximum compensation limit of this agreement is (**Written amount**) \_\_\_\_\_ (**\$xxx,xxx.xx**), which includes the sum of all payments authorized for

services, and for the expenses, supplies and equipment required to perform the services. Consultant is responsible for not exceeding this maximum compensation limit and understands that the Consultant will not be entitled to any additional compensation under this Agreement.

**5. Contract Manager.**

NEW HORIZONS's Contract Manager shall be [**Insert name**], [**Insert Title**], who shall be responsible for authorizing services, receiving reports, and for the general administration of this Agreement.

**6. Independent Contractor.**

It is understood and agreed that Consultant, in the performance of the work and Services agreed to be performed by the Consultant, shall act as and be an independent contractor and not an agent or employee of NEW HORIZONS; and as an independent contractor, Consultant shall obtain no rights or other employee benefits, and Consultant hereby expressly waives any claim it may have to any such rights.

**7. Assignability.**

The parties agree that the expertise and experience of Consultant are material considerations for this Agreement. Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, without the prior written consent of NEW HORIZONS, and any attempt by Consultant to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

**8. Termination.**

- a. Termination for Convenience. NEW HORIZONS shall have the right to terminate this Agreement, without cause or penalty, by giving not less than fifteen (15) days' prior written notice to the other party.
- b. Termination for Default. If Consultant fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, NEW HORIZONS may terminate this Agreement immediately upon written notice to Consultant.
- c. Upon termination, each party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Consultant will deliver to NEW HORIZONS all NEW HORIZONS Information or Material which Consultant has in its possession.
- d. Consultant will be paid for services performed to the date of termination which are acceptable to the Project Manager and performed in accordance with the standards set forth here by applying Consultant's hourly billing rates, not to exceed the maximum compensation limit in Section 4.

**9. Confidentiality of Records.**

- a. Intent. The nature of the services Consultant will provide pursuant to this Agreement necessarily involves disclosure to Consultant of detailed information about NEW HORIZONS's operations, including information which may be protected from public disclosure by confidentiality laws, the Consultant client privilege, and/or other provisions of law which govern the nature and timing of disclosure of public information. Consultant

understands that, in order for the NEW HORIZONS to fully utilize Consultant services, NEW HORIZONS staff members providing information to Consultant must feel confident that such information will be handled properly.

- b. Release of Information. Consultant may not disclose information obtained by Consultant in the course of performing the services required by this Agreement, without the specific consent of the NEW HORIZONS Representative unless specifically permitted by this provision. Draft documents and information obtained by Consultant may be provided on a need to know basis only to persons authorized by law or regulation to receive it, to NEW HORIZONS's General Counsel, and to such NEW HORIZONS directors who may have a business need to know in order to provide necessary information to the Consultant required for completion of its services.
- c. Court Orders. In the event that Consultant receives a subpoena, court order, or other legal document requiring release of information or documents, or is informed that such an order is forthcoming, Consultant will immediately provide notice to the NEW HORIZONS's Representative in order to permit NEW HORIZONS to seek a protective order or other similar order if appropriate.
- d. Use of Information. Information obtained and/or prepared by Consultant in the course of performing services for NEW HORIZONS shall be work product which is the property of the NEW HORIZONS. Should there be a request by any other party for the provision of such information; the determination of whether such documents or information should be provided to the requester shall be made by NEW HORIZONS.

#### **10. Indemnification.**

The Consultant shall indemnify, defend, and hold harmless New Horizons Affordable Housing & Development Inc. (New Horizons) and its officers, agents, affiliates and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Consultant and/or its agents, employees or sub-consultants, excepting only loss, injury or damage caused by the negligence or misconduct of personnel employed by the indemnified parties. The Consultant shall reimburse NEW HORIZONS for all costs, Consultants' fees, expenses and liabilities incurred with respect to any litigation in which the Consultant is obligated to indemnify, defend and hold harmless NEW HORIZONS under this Agreement.

#### **11. Insurance Requirements.**

Without limiting the Consultant's indemnification of NEW HORIZONS, the Consultant shall provide and maintain sufficient insurance policies at its own expense during the term of this Agreement.

Before commencing work, the Contractor and each subcontractor shall furnish New Horizons with certificates of insurance showing the following insurance is in force and listing NEW HORIZONS AFFORDABLE HOUSING & DEVELOPMENT INC. as a loss payee in the event of a claim.

- (1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
- (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment,

hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

- (3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence.

**12. Nondiscrimination.**

Consultant shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of this Agreement.

**13. Governing Law.**

NEW HORIZONS and Consultant agree that the law governing this Agreement shall be that of the State of California.

**14. Compliance with Laws.**

Consultant shall comply with all applicable laws, and regulations of the federal, state and local governments.

**15. Waiver.**

Consultant agrees that waiver by NEW HORIZONS of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by NEW HORIZONS of the performance of any work or services by Consultant shall not be deemed to be a waiver of any term or condition of this Agreement.

**16. Consultant's Books and Records.**

- a. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period as required by law, from the date of termination or completion of this Agreement.
- b. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at no cost to NEW HORIZONS, at any time during regular business hours, upon written request by NEW HORIZONS. Copies of such documents shall be provided to NEW HORIZONS for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
- c. Where NEW HORIZONS has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, NEW HORIZONS may, by written request, require that custody of the records be given to NEW HORIZONS and that the records and documents be maintained. Access to such records and documents shall be granted to any party authorized by

Consultant, Consultant's representatives, or Consultant's successor-in-interest.

**17. Conflict of Interest.**

Consultant understands and agrees that it owes a duty of loyalty to NEW HORIZONS for which it performs services hereunder. In accepting this Agreement, Consultant covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of services under this Agreement. Consultant further covenants that, in the performance of this Agreement, it will not employ any Consultant or person having such an interest.

**18. Gifts.**

Consultant is familiar with State law prohibitions against the acceptance of any gift by NEW HORIZONS and/or NEW HORIZONS's employees. In addition, NEW HORIZONS Personnel Policies prohibit an employee's personal acceptance of a gift.

**19. Standard of Care.**

Consultant must perform Services in accordance with those standards of care that are generally recognized as being used by competent persons in Consultant's area of specialty and profession in the State of California.

**20. Notices.**

All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be personally served, mailed (or electronic mail), postage prepaid and return receipt requested, addressed to the respective parties as follows:

To NEW HORIZONS:      New Horizons Affordable Housing & Development Inc.  
Attn: Jenny Panetta, Executive Director  
2160 41<sup>st</sup> Avenue  
Capitola, CA 95010  
(831) 454-5931  
[jennyp@hacosantacruz.org](mailto:jennyp@hacosantacruz.org)

Invoices to [accounting@hacosantacruz.org](mailto:accounting@hacosantacruz.org)

To Consultant:                      [Insert Consultant name, address, contact number, and email]

**21. Prior Agreements and Amendments.**

This Agreement, including all Attachments, represents the entire understanding of the parties. This Agreement may only be modified by a written amendment duly executed by the parties to this Agreement. The NEW HORIZONS's Authorized Representative is authorized to amend this Agreement on behalf of NEW HORIZONS.

**WITNESS THE EXECUTION HEREOF** the parties hereto have executed this Agreement on the day and year indicated below.

**NEW HORIZONS AFFORDABLE HOUSING &  
DEVELOPMENT INC.**

**[Insert Contractor company name]**

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

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

Jennifer Panetta  
Executive Director

Name:  
Title:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

EXAMPLE

ATTACHMENT 1  
SCOPE OF SERVICES

The following Scope Services outlines \_\_\_\_\_ Services provided to  
New Horizons Affordable Housing & Development Inc. (**New Horizons**).

Consultant shall:

EXAMPLE

ATTACHMENT 2  
COMPENSATION

EXAMPLE