



GENERAL AGREEMENT Hwap Funded Consultant

PART I

THIS AGREEMENT is made and entered into this 12th day of January, 2011, by and between the County of Cuyahoga, Ohio, hereinafter referred to as the "County", and Berry Insulation Company c/o Bibby Financial Services (Midwest), Inc., an Ohio corporation having its place of business at 1600 East 25th Street, Cleveland, Ohio 44114, hereinafter referred to as the "Consultant".

WITNESSETH:

WHEREAS, the Board of County Commissioners have entered into various Agreements with the United States of America providing for financial assistance to said County under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, pursuant to such Agreements, said County is undertaking by and through its Department of Development certain activities; and

WHEREAS, such activities to be performed include Construction Management;

WHEREAS, the County desires to engage Berry Insulation Company to render certain services and assistance in connection with said services;

NOW, THEREFORE, for the consideration of mutual promises hereinafter set forth, the County and the Consultant agree as follows:

ITEM I - SCOPE OF SERVICES:

For detailed description of Scope of Services, refer to Schedule A, attached.

ITEM II - TIME OF PERFORMANCE:

- A. The services of the Consultant are to commence January 12, 2011 and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement, but in any event, all of the services required herein shall be completed by June 30, 2011.
- B. Amendment to the time of performance shall be subject to the provisions of Part II, Section 14, Paragraph C, hereof.

ITEM III - COMPENSATION AND METHOD OF PAYMENT:

- A. It is expressly understood and agreed that in no event will the total compensation and reimbursement to be paid hereunder exceed the maximum sum of \$4,900.00 2009 American Reinvestment and Recovery Act (ARRA) Home Weatherization Assistance Program (HWAP) funds for all of the services required. It is further expressly understood and agreed that in no event will the Agreement exceed any budget line item of the latest approved budget by greater than ten percent (10%) prior to receiving, in writing, a budget revision from the County authorizing the excess. In no case shall any approved budget line item excess cause the total agreed compensation and reimbursement to be exceeded.
- B. The total compensation referred to in paragraph (A) above shall be paid on a month-to-month basis reimbursing the Consultant for actual expenditures involved in performing the necessary work as set forth in the Scope of Services and Budget. The Consultant shall submit an invoice itemizing both actual time expended and costs incurred in performance of said Scope of Services and in accordance with the Scope of Services and the Budget.

ITEM IV - EQUAL EMPLOYMENT OPPORTUNITY:

The Consultant agrees to comply with:

- A. Title VI of the Civil Rights Act of 1964, (P.L. 88-352) and the HUD regulations under 24 CFR Part 1, which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance by way of grant, loan, or Agreement and will immediately take any measures necessary to effectuate this Agreement. If any real property or structure thereof is provided or improved with the aid of Federal financial assistance extended to the Consultant, this assurance shall obligate the Consultant, or in the case of any transfer of such property or structure is used for a purpose of which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
- B. Title VIII of the Civil Rights Act of 1968 (P.L. 90-284), as amended by the Fair Housing Amendments Act of 1988 (P.L. 100-430), and will administer all programs and activities relating to housing and community development in a manner to affirmatively further fair housing within Constitutional limitations throughout the United States.
- C. Section 109 of the Housing and Community Development Act of 1974 and 1977, as amended, and in conformance with all requirements imposed pursuant to the regulations of the Department of HUD (24 CFR Part 570.602) issued pursuant to that Section; and in accordance with Equal Opportunity obligations of that Section, no person in the States shall, on the grounds of race, color, national origin, or sex, be excluded from participating in, be denied the benefits of, be subjected to discrimination under, any program or activity funded in whole or in part with ARRA HWAP funds.

Section 109 of the Act further provides that any prohibition against discrimination on the basis of age, under the Age Discrimination Act of 1975 (24 CFR Part 146), or with respect to any otherwise qualified handicapped person, as provided in Section 504 of the Rehabilitation Act of 1973 (24 CFR Part 8), shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

- D. Executive Order 11063 on equal opportunity in housing and related facilities owned or operated by the Federal government or provided with Federal financial assistance.

- E. Executive Order 11246, as amended, requiring nondiscrimination and affirmative action to ensure nondiscrimination in employment by government Consultants and recipients and under Federally assisted construction Consultants.
- F. Board of Cuyahoga County Commissioner's Resolution Number 1895 dated July 4, 1975 et seq. adopting an expanded program for Equal Opportunity in all activities funded by or through the Board of Cuyahoga County Commissioners.
- G. The National Affordable Housing Act of 1990 (P.L. 101-625) adds religion as a basis on which Consultants may not discriminate in the programs and activities funded under HWAP.
- H. The Fair Housing Act (P.L. 90-284) requires that all programs and activities related to housing and community development are administered in a manner to affirmatively further the policies of the Act.

ITEM V - CONDITIONS & ATTACHMENTS

It is expressly understood and agreed that Schedule A, "Scope of Services", Attachment 1, "Budgetary Details", Part II, "Terms and Conditions", and Part III, "Accounting and Financial Management Procedures", attached hereto are made a part hereof as if fully rewritten herein.

Electronic Signature Agreement

By entering into this Contract or by submitting a bid or a proposal, I agree on behalf of the contracting or submitting business entity, its officers, employees, subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring county signatures may be executed by electronic means, and that the electronic signatures affixed by the county to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. I also agree on behalf of the aforementioned entities and persons, to be bound by the provisions of chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the day and date first above written.

County of Cuyahoga, Ohio
Edward Fitzgerald, County Executive

BY: _____

DATE: _____

BERRY INSULATION COMPANY.

BY: Mario G. Berry

DATE: 12-14-10