

REQUEST FOR QUALIFICATIONS

NEW HORIZONS

Roofing Replacement Services

Introduction:

New Horizons Affordable Housing and Development Inc. (New Horizons) was established in 2020 as a California nonprofit public benefit corporation organized to exclusively “benefit and support the Housing Authority of the County of Santa Cruz (HACSC) mission which includes acquiring, providing, developing, financing, rehabilitating, owning and operating decent, safe and sanitary housing affordable to persons and households of low income.” New Horizons is committed to enhancing and preserving its existing affordable housing portfolio to effectively assist our residents. This RFQ 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 Qualifications:

New Horizons is soliciting qualifications from Roofing Contractors with a minimum of a California C-39 General Roofing Contractor’s License (“Contractor”) to provide Roofing Replacement services for the tear off and replacement of roofs at 15 sites located across Santa Cruz County (“Project”). The 15 sites are comprised of 234 units of multifamily housing. Buildings are wood frame and no more than two stories in height.

The 15 sites will be broken into two groups. Group A will consist of 7 properties in north Santa Cruz County and Group B will consist of 8 properties in south Santa Cruz County. New Horizons reserves the right to award more than one contract through this RFQ process among two separate Contractors in order to meet the timelines associated with this project. Contractors are expected to commence roof replacement work in June 2024.

This RFQ will consist of two phases. Phase I will require contractors to submit a response demonstrating their qualifications, experience, and capacity to perform the Scope of Work. Project locations will not be provided during Phase I and contractors will not be permitted to visit sites during this phase. New Horizons may select up to 5 of the highest scoring contractors from Phase I to participate in Phase II. Phase II participants will receive a proposal submission package that will contain full Scope of Work and project specifications including all 15 project locations. All participating contractors will be required to attend prescheduled bid walks and must submit their proposals before the close of Phase II.

PROPOSAL SUBMISSION

Submissions to the RFQ phase I and Phase II must be submitted electronically via the BidNet Direct procurement system by the deadlines indicated for each phase. 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 contractor with the capacity and resources to begin work in **June 2024** and be able to **provide services through October 2024**. **New Horizons may extend the contract if needed**. New Horizons may consider alternative start dates based on contractor availability.

| Roofing RFP Timeline | |
|--|-------------------|
| Scheduled Event | Date |
| 1. Phase 1 RFQ Issued (Phase I) | March 25th |
| 2. Deadline for Questions (Phase I) | April 3rd |
| 3. Phase 1 Submission Deadline | April 8th |
| 4. Invitation to submit proposals (Phase II) | April 11th |
| 5. Bid walk | April 16th & 17th |
| 6. Deadline for questions (Phase II) | April 23rd |
| 7. Phase 2 Submission Deadline | April 26th |
| 8. Intent to Award | May 3rd |

1. RFQ Issued (Phase I): Monday, March 25, 2024

Prospective bidders must register with BidNet Direct to participate in this solicitation and can create an account at no cost by visiting:
<https://www.bidnetdirect.com/california/housingauthorityofcountyofsantacruz>.

2. Deadline for Questions (Phase I):

All questions and requests for clarification or additional information, must be addressed in writing via the BidNet Direct procurement system by **Wednesday, April 3, 2024 at 5:00pm**. 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 HACSC may more fairly respond to all Proposers in writing by addendum. Proposers are responsible for obtaining and reading all addenda.

3. Submission Deadline (Phase I):

Submissions to the Request for Qualifications must be submitted electronically via the BidNet Direct procurement system no later than **Monday, April 8, 2024, at 5:00pm**.

4. Invitation to Submit Proposals (Phase II):

Up to five of the highest scoring contractors from phase I will be invited to participate in phase II. Notifications will be sent no later than **Thursday, April 11th, 2024**. The invitation to submit a proposal notification will include the full project scope of work including project addresses and full specifications. Contractors will also be contacted to schedule their interview and will be provided with a list of interview questions. Interviews must take place prior to the close of Phase II.

Contractors that are not selected will receive notification that that they were not selected. Properties will be divided into Groups. Group A will consist of 7 properties located in northern Santa Cruz County and Group B will consist of 8 properties located in southern Santa Cruz County.

5. Bid Walk (Phase II):

A mandatory bid walk will occur on **Tuesday April 16 (Group A) and Wednesday April 17th (Group B), 2024**. Participating contractors must send a representative to the bid walk to be eligible to submit a Phase II proposal.

6. Deadline for Questions (Phase II):

All questions and requests for clarification or additional information must be addressed in writing via the BidNet Direct procurement system by **Wednesday, April 23, 2024 at 5:00pm**. New Horizons shall respond to such inquiries 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.

7. Submission Deadline (Phase II):

Submissions to the Request for Proposal must be submitted electronically via the BidNet Direct procurement system no later than **Monday, April 26, 2024, at 5:00pm**.

8. Intent to Award

New Horizons will post a "Notice of intent to award" on the BidNet Direct platform on or before **May 3, 2024**. Contract Award(s) are subject to approval by New Horizons Board of Directors prior to execution.

II. Property Description and Scope of Work:

PROPERTY DESCRIPTION:

15 multifamily sites located in Santa Cruz County. The 15 sites will be broken into two groups. Group A will consist of 7 properties in north Santa Cruz County and Group B will consist of 8 properties in south Santa Cruz County. All buildings are wood frame construction with 14 properties having pitched asphalt shingles and one having concrete shingles. Please refer to Exhibit A for roofing assessments and approximate square footage of each property. Addresses will be provided to contractors that advance to phase II.

SCOPE OF WORK:

1. PRE-INSTALLATION MEETINGS:

Work with owner and owner's construction consultants to establish and hold pre-installation meetings to coordinate the following for each property:

Topics to be discussed:

- Safety procedures.
- Installation procedures/method (including substrate preparation), sequencing of materials, and coordination with installation of other/adjacent work.
- Roofing material availability, storage and handling.
- Additional roof covering and roof accessory materials.
- Through roof penetrations and other roof details.
- Product compliance – Verify that products comply with requirements specified by local Authority Having Jurisdiction (AHJ)
- All other items related to successful execution/completion of work.

2. ROOF REMOVAL AND DISPOSAL

It will be the responsibility of the roofing contractor to remove and dispose of all existing roof material that is to be replaced in this scope of work. The contractor will conform to all state and local laws concerning the removal, disposal or use of any hazardous material. Contractor will work with owner to identify locations for dumpster placement.

3. SHINGLES:

It will be the responsibility of the contractor to remove and replace roof shingles and accessories including the following:

Roof shingles and accessories including the following:

- Fiberglass-based asphalt shingles.
- Hip and ridge shingles.
- Starter shingles.
- Self-adhering ice and water barrier.
- Shingle underlayment.
- Attic ventilation.
- Fasteners.

8. Metal flashing and trim.

4. PRODUCT DELIVERY STORAGE AND HANDLING

Deliver, store and handle all materials in such a manner as to avoid all types of damage. Keep all materials in factory wrappings and containers until ready for use. Do not dilute primers, roofing cements, asphalt emulsions or coatings. Keep containers closed until material is used.

Polyester fabric shall be dry when applied and shall be protected from the weather during installation. Any materials damaged by exposure to the elements or other cause shall be rejected, and promptly removed from the site.

5. LOADING OF EQUIPMENT AND MATERIALS ONTO THE ROOF:

It will be the responsibility of the roofing contractor to load and store materials and equipment onto the roof in a manner that will not cause damage to the beams, columns, existing insulation, membrane or deck. **IF damage does occur, the contractor will be responsible for all damages.**

6. DRAINAGE/DOWNSPOUTS:

The Contractor will be responsible for the removal and reinstallation of all drains, screens, downspouts, gutters and related drainage details. The Contractor will be responsible for the contracting of plumbing and related work for all drains. All gutters and downspouts will be replaced. The cost for this work will be included in the base bid.

7. PERIMETER FLASHINGS:

The existing flashings will be removed, and the Contractor will install prefabricated TPO coated metal edging and TPO flashings in accordance with the manufacturer's recommendations. The cost for this work will be included in the base bid.

8. VENTS, STACKS: The Contractor will be responsible for the proper replacement and alignment of all vents, stacks, fans, etc. that are related to any interior plumbing, heating or cooling equipment. Additional vent to be added as per local code as necessary. **Any metal found to be rusted or damaged beyond repair shall be replaced and all bids should include this.**

9. ELECTRICAL EQUIPMENT/ PIPE BLOCKING:

The Contractor will be responsible for the removal and re-installation of all electrical jacks, conduits, condensation pipes and all support blocks (as needed) to complete the installation of the new roofing membrane. Support blocks (if needed) will be thermoplastic based supports. "Caddy Pyramid" rooftop systems as manufactured by "Enrico" or an approved equal. The cost for this work will be included in the base bid.

10. PLYWOOD/FASCIA REPLACEMENT:

Contractor to be responsible for the replacement of any dry rotted plywood and fascia boards. The cost of 40 sheets of plywood and 150' fascia boards to be included in the base bid per property.

11. SITE MAINTENANCE AND CLEAN UP: The Contractor is responsible for removing all construction debris, nails, and trash each day. The Contractor is responsible to open and keep drains clear of all debris.

Remove smears and coating runs from adjacent surfaces immediately, as the work progresses. Exercise particular care to prevent smearing or staining of surrounding surfaces which will be exposed in the finished work, and repair any damage done to same as a result of this work without additional cost to Owner.

Remove all cartons, debris, debris from removal process, emptied containers, etc., as the work progresses, but not less than daily and finally at completion of work of this section. Legally dispose of it off site.

12. SANITARY FACILITIES:

The contractor will provide portable toilet facilities for their employees. The cost of this work will be included in the base bid.

13. CONTRACTOR'S WORKMANSHIP WARRANTY:

Contractor to provide ownership with transferrable 5-year workmanship warranty. The cost of the warranty will be included in the base bid

14. MANUFACTURERS WARRANTY:

The manufacturer of the roofing materials shall provide a 30-year minimum warranty. The cost of the warranty should be included in the base bid.

15. SOLAR SYSTEMS

The contractor will work with owners construction consultant and solar contractor to install any necessary roofing attachments to support the installation of solar panels.

III. Contractor Selection:

Contractor selection has two phases: Phase I: Pre-Qualification and Phase II: Invitation to Submit Proposals.

Bidders, by submitting Phase I qualifications, agree to enter a contract with New Horizons substantially in the form accompanying this RFQ, including all payment / performance bonds and insurance requirements should they be selected for the award.

New Horizons may award Group A and Group B, at their discretion, to separate contractors if necessary to meet project timelines and objectives.

New Horizons will negotiate with the selected Contractors from Phase II and reserves the right not to award a contract for Roofing Replacement Services if an agreement is unable to be reached within a reasonable timeframe in the sole discretion of New Horizons.

Phase I: Pre-Qualification

Proposals will be evaluated on the proposer's approach, experience, and references
Estimated Duration: 2.5 weeks

Phase II: Invitation to Submit Proposals, Bid Walk, and Fee Proposal

Up to five contractors from Phase I will be selected to participate in Phase II based on their scoring across the phase I criteria. Upon invitation to Phase II, contractors will be provided with the property locations, project plans and specifications and will be required to attend bid walks scheduled on April 16 and 17, 2024. Proposals will be evaluated on the timeline, interview, contract sum, references and the score from Phase I. The selected contractor(s) will be the highest scoring applicant based on qualifications submitted, interview, fee proposal and reference calls.

Estimated Duration: 2 weeks

IV. Phase I Proposal Contents: Include responses to each of the following in your proposal response following the same outline format and numbering as below.

- 1) A cover letter introducing the Contractor signed by a representative from the Contractor that is authorized to execute a contract.
- 2) Contractor information form. See Attachment C.
- 3) Proposer's Approach. A detailed narrative that explains the Contractor's approach to projects of this type. See Attachment D.

- 4) Proposer’s Project Experience. A detailed table or list that itemizes the Contractor’s project experience as a roofing contractor. Include the project name, location, clients name, basic description of the scope, roofing type, and the date of project completion. Responses to questions regarding financial capacity, licenses, and litigation. See Attachment E.

V. Phase I Submission Guidance & Requirements:

- Submit proposals to New Horizons via Bidnet Direct Platform before the deadline.
- Only qualified vendors with relevant and comparable roofing experience will be considered. At a minimum a vendor must be licensed to perform the scope of work in the City of Santa Cruz and the State of California and maintain adequate insurance coverage.
- Questions? All questions must be submitted in writing to the New Horizons representative listed on Page 1 by on Thursday, **April 3, 2024, at 5:00pm**. Written responses will be posted here within five (5) business days. New Horizons will only respond to written inquiries. Under no circumstance should any prospective contractor, contact, discuss with, or inquire of any New Horizons' consultant or employee, any matter relating to this solicitation process. This requirement is to ensure that the same information is communicated to all parties and that no inconsistent, incomplete, or inaccurate information is transmitted separately.
- Final proposals are due by on **Wednesday, April 8, 2024, at 5:00pm**

VI. Pre-Qualification Evaluation Criteria Phase I:

A review panel will evaluate all submissions of qualifications based on the scoring criteria.

Five or fewer contractors with the highest scoring evaluation criteria responses above 75 points in Phase I will be selected for participation in Phase II. The review panel may check references in connection with Phase I scoring.

The following factors will be utilized by New Horizons to evaluate each proposal received; award of points for each listed factor will be based upon the documentation that the proposer submits within his/her proposal submittal:

| NO. | FACTOR DESCRIPTION | WEIGHT (Max Points) |
|-----|--|---------------------|
| 1 | Attachment A Cover letter | 20 |
| 2 | Attachment B Certification – Mandatory form | 5 |
| 3 | Attachment C Contractor Information - Mandatory form | 5 |
| 4 | Attachment D - Proposer Approach | 35 |
| 5 | Attachment E - Proposer Experience including | 35 |
| | Maximum Total Points | 100 |

VII. Phase II Proposal Contents

Submissions from Phase I that are invited to submit their proposals for Phase II of this solicitation shall receive instructions and specifics on the format required to submit their proposals.

VIII. Roofing Replacement Project:

During Roofing Replacement Project, Contractor will be expected to provide the following services, including, but not limited to:

1. Assisting New Horizons with obtaining all necessary roofing permits.
2. Coordinating and participating in any pre-roofing of tear-off inspections, sheathing inspections, and final roofing inspections with applicable jurisdictions.
3. Coordination with any solar contractors on installation PV panel footings.
4. Facilitating weekly, meetings with the owner, owner's construction manager(s), and other consultants as necessary, to keep the team informed and to maintain the project schedule.
5. Maintaining clear and detailed logs that include but are not limited to: Requests for Information (RFI), Pending Change Orders, Change Order Requests, Change Orders, Contract Buy Outs, Submittals, Allowances, and Owner Directives.
6. Utilizing appropriate document controls.
7. Pre-purchasing long-lead materials and equipment.
8. Enforcing all OSHA, CalOSHA and client-specific safety rules and regulations.
9. Mitigating delays and additional costs.
10. Assuring overall quality controls of the Project and correcting all work not in compliance with the Contract Documents.
11. Maintaining all required insurance and taking all precautions for the safety of the site and persons.
12. Obtaining final permit signoffs.
13. Facilitating the closeout of the Project including providing an all-product warranties and manuals.
14. Addressing any and all construction, subcontractor, and third-party vendor and manufacturer warranty issues in a timely, systematized manner.

IX. Proposal Evaluation Criteria Phase II:

Contractors invited to submit Phase II proposals will be awarded points for each factor listed below:

| NO. | FACTOR DESCRIPTION | WEIGHT (Max Points) |
|-----|----------------------|---------------------------|
| 1 | Timeline | 35 |
| 2 | Contract Sum | 35 |
| 3 | Interview | 15 |
| 4 | References | 15 |
| | Maximum Total Points | 100 |

Phase II contractors will be invited to submit a Contract Sum total cost, proposed schedule and be interviewed by a selection panel. Phase II firms will be provided with the interview questions and interview scoring criteria prior to the interviews.

The award for this solicitation will be made to the contractor(s) who have the highest scores from both Phase I and Phase II combined.

New Horizons anticipates that it will select a minimum of a three-person committee to evaluate each of the responsive proposals submitted in response to this RFQ. PLEASE NOTE: No proposer shall be informed at any time during or after the RFQ process as to the identity of any evaluation committee member. If, by chance, a proposer does become aware of the identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFQ.

All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer entity will be excluded from participation on the New Horizons evaluation committee. Similarly, all persons having an interest in and/or contract with a proposer entity will be excluded from participation on the evaluation committee.

Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the New Horizons Board at a scheduled meeting for approval. Contract negotiations may, at New Horizons' option, be conducted prior to or after the Board's approval.

X. Reservation of Rights:

This RFQ does not commit New Horizons to continue with the procurement process or select and award a Roofing Replacement 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 Roofing Replacement Services 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 RFQ, at any time for its convenience upon 10 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 General 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 RFQ.

The party responding to this RFQ accepts all risks and costs associated with completion of their proposal. The submittal of a response and qualification package and its use by the 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 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 the 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 the 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 RFQ, 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 RFQ.

Vendors wishing to contest the selection results will have 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. Thereafter, the Controller has 10 business days to respond in writing to the complaint.

XI. Attachments:

- Attachment A :** Phase I submission Checklist
- Attachment B :** Certification
- Attachment C :** Contractor Information Form
- Attachment D :** Proposer approach questions
- Attachment E :** Proposer experience questions
- Attachment F :** Proposed team questions
- Exhibit A:** Roof Assessment Field Reports
- Exhibit B:** Sample Contract

ATTACHMENT A

Checklist of Phase I Submittal Components

Complete proposals must include the following list of documents.

- Cover Letter.** Provide a letter of introduction signed by an authorized officer of the proposing entity. The letter should include the following information:
- General qualifications statement, including a statement on whether the proposer is licensed.
 - List the license number
 - State how many years the organization has been in business under the current business name and license number
 - Note any concerns with availability to begin construction by June, 2024
 - Identify a contact person for any correspondence specific to this RFQ. Include both a phone number and email address.

Certification. A statement signed under penalty of perjury attesting to the correctness of the information supplied (Attachment B).

- Contractor information form** (Attachment C). Submit questionnaire along with required documentation:

Provide proof of insurance

- Proposer Approach Narrative** (Attachment D)

- Proposer Experience Narrative** (Attachment E)

ATTACHMENT B

Certification Under Penalty of Perjury

_____(person), hereby submits on behalf of
_____(business) its certified response to the Request
for Qualifications for the New Horizons Roof Replacement Services issued by New Horizons.

The RFQ has been read and understood. Reasonable diligence has been used in preparation of this submittal and all information provided is true and complete to the best of my knowledge. The form contract has been reviewed and my signature below confirms this entity is qualified and capable to provide all the requirements of the contract. Whenever an explanation has been provided as requested in further response to a “yes” or “no” answer, my signature below is an affirmation of the explanation.

By signature and date below, prospective bidder authorizes any financial institution, credit reporting agency and/or service, legal firm or any other type of business, agency or individual to release to New Horizons any and all information as that information relates, or could relate, to its ability to evaluate the background, stability and general worthiness of this bidder to perform Roofing Replacement Services activities if pre-qualified and awarded a contract by New Horizons.

Executed under penalty of perjury on _____(date), in
_____(city/state).

Signature

Print Name

Title

**ATTACHMENT C
 CONTRACTOR INFORMATION FORM**

| CONTRACTOR INFORMATION: | |
|---|---|
| Full name / Corporate Name of Company: | Date: |
| California Contractor's License #: | License Type: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Non Profit 501c3 <input type="checkbox"/> Corp. |
| Contact Person: | |
| Street Address: | Phone #: |
| Mailing Address: | Fax #: |

| INSURANCE / OTHER FINANCIAL COVERAGE: | |
|--|-----------------|
| Worker's Compensation | |
| Carrier: | Phone #: |
| Address: | |
| Policy Number: | |

| General Liability Carrier (Provide copy of Insurance Certificate) | |
|---|--------------------------|
| Carrier: | Phone #: |
| Address: | |
| Policy Number: | Policy Limits: \$ |

| Guarantors of financial responsibility bonding and reliability of bidder (if applicable) | |
|---|-----------------|
| Name of Surety Company: | Phone#: |
| Address: | |
| Name of Bank: | Phone #: |
| Address: | |

I certify under penalty of perjury that the foregoing information is current and accurate, and I authorize New Horizons to obtain a credit report and /or verify any of the above information.

SIGNATURE _____
 DATE _____

ATTACHMENT D

Proposer Approach

Provide the following information as a response in your proposal.

- General approach to roofing work including a discussion of any project systems and procedures the Contractor employs to maintain clear project oversight and quality control throughout the project.
- A detailed description of the Contractor's ability to maintain project schedules, track project costs and all project documentation, anticipate issues, effectively troubleshoot problems to minimize any project impacts.
- Describe approach to managing multiple projects and capacity to perform Group A and Group B projects before October 31st, 2024.

ATTACHMENT E

Proposer Experience

Provide the following information as a response in your proposal.

Company Profile

Provide the following narrative information:

- Location of the office that will be responsible for the implementation of this Project.
- Describe any customer service or customer satisfaction plans the company utilizes.

Project Experience

Submit three examples of relevant projects. Relevant projects shall be of similar scope, size, design character and complexity to the Project Requirements. Examples can be completed or in progress. Each example submittal shall provide the following information:

- Project name and location
- Project description, including
 - Number of units
 - Square footage of roof
 - Roof type
 -
- Client name
- Overall project timeline in months, including any significant delays and reason for delays. Describe the steps taken by the General Contractor to mitigate damages.
- Project completion date or expected completion date
- Project budget, including schedule of values and amount of change orders approved. If project budget was exceeded, provide an explanation why the budget was exceeded and describe steps that were taken by General Contractor team to control costs during the design/preconstruction stage and during the construction stage.
- State whether there were any claims on the project, including subcontractor and vendor claims, and describe how the claims were resolved.

Company References:

Provide three (3) professional references from Contractor's clients, relating to projects that Contractor has completed in the last five (5) years that are similar to the proposed Project.

Financial, License, Litigation Documents/Questions

Provide the following documents:

- A photocopy of the California Contractor's License form from the California State License Board

Answer the following questions Yes or No:

- Has your contractor's license been revoked at any time in the last five years?
- At any time in the last five years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?

If yes, explain on a separate signed page, identifying all such projects by owner, owner's address, the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

- In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any project for any reason?

If "yes," explain on a separate signed page. State whether the firm involved was the firm applying for pre-qualification here or another firm. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

- In the past five years has any claim against your firm concerning your firm's work on a construction project been filed in court or arbitration?

If "yes," on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

- In the past five years has your firm made any claim against a project owner concerning work on a project or payment for a contract and filed that claim in court or arbitration?

If "yes," on separate signed sheets of paper identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

- At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf, in connection with a construction project, either public or private?

If "yes," explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

- In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

If "yes," explain on a separate signed page. Name the insurance carrier, the form of insurance and the year of the refusal.

Exhibit A

Roof Assessment Field Reports

Group A – North County Sites

Project 1 Details: 5 Buildings

| | | | | | | |
|-----------------|---------|---------------------|-----|--------------------|-----------------------------------|--|
| Roof SF: | 12,110 | Manufacture: | UNK | Membrane: | Multi-Dimensional Asphalt Shingle | |
| Deck: | Plywood | Insulation: | UNK | Coverboard: | None | |

Safety:

2 story residential apartments.

Observation Location:

See attached roof plan for site details.

Project Observations:

The observed project is a 2-story wood frame residential apartment dwellings. The building is constructed with an exterior wood sheathing siding enclosure. The primary roof area consists of a 5:12 slope roof with architectural multi-dimensional asphalt shingle. A sheet metal edge nose is present along all sides.

Sheet metal gutters appear to be in generally fair condition throughout most of the roof areas. Downspouts are appropriate size for adequate run off. Gutters and downspouts have some deterioration and mis aligned downspouts.

Roofs are designed with attic ventilation at both the soffit/eaves and ridge vents. Ridge vents have some damage that will be corrected during roof replacement. Additional ventilation may be required based on local JHA codes.

General Issues:

Due to the height and amount of moss/algae present an examination of the underlayment was not possible.

Deficiencies:

Extreme amounts of moss and algae is present on all north facing roof areas. Gutters have areas of deterioration. Not all roof areas are equipped with gutters to protect tenants from rain runoff. Fascia boards have dry rot and general deterioration in locations where there are no gutters. Downspouts need to be adjusted at the diverter to prevent water runoff onto the sidewalk. Some areas have no diverters and is causing erosion at foundation.

Project 2 Details: 2 Buildings

| | | | | | | |
|-----------------|---------|---------------------|-----|--------------------|-----------------------------------|--|
| Roof SF: | 4,200 | Manufacture: | UNK | Membrane: | Multi-Dimensional Asphalt Shingle | |
| Deck: | Plywood | Insulation: | UNK | Coverboard: | None | |

Safety:

2 story residential apartments.

Observation Location:

See attached roof plan for site details.

Project Observations:

The observed project is a 2-story wood frame residential apartment dwellings. The building is constructed with an exterior wood sheathing siding enclosure. The primary roof area consists of a 5:12 slope roof with architectural multi-dimensional asphalt shingle. A sheet metal edge nose is present along all sides.

Sheet metal gutters appear to be in generally fair condition throughout most of the roof areas. Downspouts are appropriate size for adequate run off. Gutters and downspouts have some deterioration and mis aligned downspouts.

Roofs are designed with attic ventilation at both the soffit/eaves and ridge vents. Ridge vents have some damage that will be corrected during roof replacement. Additional ventilation may be required based on local JHA codes.

General Issues:

Due to the height and amount of moss/algae present an examination of the underlayment was not possible.

Deficiencies:

Extreme amounts of moss and algae is present on all north facing roof areas. Gutters have areas of deterioration. Not all roof areas are equipped with gutters to protect tenants from rain runoff. Fascia boards have dry rot and general deterioration in locations where there are no gutters. Downspouts need to be adjusted at the diverter to prevent water runoff onto the sidewalk. Some areas have no diverters and is causing erosion at foundation.

Project 3 Details: 5 Buildings

| | | | | | |
|-----------------|----------------|---------------------|------------|--------------------|--|
| Roof SF: | 14,947 | Manufacture: | UNK | Membrane: | Multi-Dimensional Asphalt Shingle |
| Deck: | Plywood | Insulation: | UNK | Coverboard: | None |

Safety:

2 story residential apartments.

Observation Location:

See attached roof plan for site details.

Project Observations:

The observed project is a 2-story wood frame residential apartment dwellings. The building is constructed with an exterior wood sheathing siding enclosure. The primary roof area consists of a 5:12 slope roof with architectural multi-dimensional asphalt shingle. A sheet metal edge nose is present along all sides.

Sheet metal gutters appear to be in generally fair condition throughout most of the roof areas. Downspouts are appropriate size for adequate run off. Gutters and downspouts have some deterioration and mis aligned downspouts.

Roofs are designed with attic ventilation at both the soffit/eaves and ridge vents. Ridge vents have some damage that will be corrected during roof replacement. Additional ventilation may be required based on local JHA codes.

General Issues:

Due to the height and amount of moss/algae present an examination of the underlayment was not possible.

Deficiencies:

Extreme amounts of moss and algae is present on all north facing roof areas. Gutters have areas of deterioration. Not all roof areas are equipped with gutters to protect tenants from rain runoff. Fascia boards have dry rot and general deterioration in locations where there are no gutters. Downspouts need to be adjusted at the diverter to prevent water runoff onto the sidewalk. Some areas have no diverters and is causing erosion at foundation.

Project 4 Details: 4 Buildings

| | | | | | |
|-----------------|----------------|---------------------|------------|--------------------|--|
| Roof SF: | 14,947 | Manufacture: | UNK | Membrane: | Multi-Dimensional Asphalt Shingle |
| Deck: | Plywood | Insulation: | UNK | Coverboard: | None |

Safety:

2 story residential apartments.

Observation Location:

See attached roof plan for site details.

Project Observations:

Request for Qualifications

New Horizons: Roof Replacement Services

The observed project is a 2-story wood frame residential apartment dwellings. The building is constructed with an exterior wood sheathing siding enclosure. The primary roof area consists of a 5:12 slope roof with architectural multi-dimensional asphalt shingle. A sheet metal edge nose is present along all sides.

Sheet metal gutters appear to be in generally fair condition throughout most of the roof areas. Downspouts are appropriate size for adequate run off. Gutters and downspouts have some deterioration and mis aligned downspouts.

Roofs are designed with attic ventilation at both the soffit/eaves and ridge vents. Ridge vents have some damage that will be corrected during roof replacement. Additional ventilation may be required based on local JHA codes.

General Issues:

Due to the height and amount of moss/algae present an examination of the underlayment was not possible.

Deficiencies:

Extreme amounts of moss and algae is present on all north facing roof areas. Gutters have areas of deterioration. Not all roof areas are equipped with gutters to protect tenants from rain runoff. Fascia boards have dry rot and general deterioration in locations where there are no gutters. Downspouts need to be adjusted at the diverter to prevent water runoff onto the sidewalk. Some areas have no diverters and is causing erosion at foundation.

Project 5 Details: 4 Buildings

| | | | | | |
|-----------------|----------------|---------------------|------------|--------------------|--|
| Roof SF: | 18,331 | Manufacture: | UNK | Membrane: | Multi-Dimensional Asphalt Shingle |
| Deck: | Plywood | Insulation: | UNK | Coverboard: | None |

Safety:

2 story residential apartments.

Observation Location:

See attached roof plan for site details.

Project Observations:

The observed project is a 2-story wood frame residential apartment dwellings. The building is constructed with an exterior wood sheathing siding enclosure. The primary roof area consists of a 5:12 slope roof with architectural multi-dimensional asphalt shingle. A sheet metal edge nose is present along all sides.

Sheet metal gutters appear to be in generally fair condition throughout most of the roof areas. Downspouts are appropriate size for adequate run off. Gutters and downspouts have some deterioration and mis aligned downspouts.

Roofs are designed with attic ventilation at both the soffit/eaves and ridge vents. Ridge vents have some damage that will be corrected during roof replacement. Additional ventilation may be required based on local JHA codes.

General Issues:

Due to the height and amount of moss/algae present an examination of the underlayment was not possible.

Deficiencies:

Extreme amounts of moss and algae is present on all north facing roof areas. Gutters have areas of deterioration. Not all roof areas are equipped with gutters to protect tenants from rain runoff. Fascia boards have dry rot and general deterioration in locations where there are no gutters. Downspouts need to be adjusted at the diverter to prevent water runoff onto the sidewalk. Some areas have no diverters and is causing erosion at foundation.

Project 6 Details: 4 Buildings

| | | | | | |
|-----------------|----------------|---------------------|------------|--------------------|--|
| Roof SF: | 12,850 | Manufacture: | UNK | Membrane: | Multi-Dimensional Asphalt Shingle |
| Deck: | Plywood | Insulation: | UNK | Coverboard: | None |

Safety:

2 story residential apartments.

Observation Location:

See attached roof plan for site details.

Project Observations:

The observed project is a 2-story wood frame residential apartment dwellings. The building is constructed with an exterior wood sheathing siding enclosure. The primary roof area consists of a 5:12 slope roof with architectural multi-dimensional asphalt shingle. A sheet metal edge nose is present along all sides.

Sheet metal gutters appear to be in generally fair condition throughout most of the roof areas. Downspouts are appropriate size for adequate run off. Gutters and downspouts have some deterioration and mis aligned downspouts.

Roofs are designed with attic ventilation at both the soffit/eaves and ridge vents. Ridge vents have some damage that will be corrected during roof replacement. Additional ventilation may be required based on local JHA codes.

General Issues:

Due to the height and amount of moss/algae present an examination of the underlayment was not possible.

Deficiencies:

Extreme amounts of moss and algae is present on all north facing roof areas. Gutters have areas of deterioration. Not all roof areas are equipped with gutters to protect tenants from rain runoff. Fascia boards have dry rot and general deterioration in locations where there are no gutters. Downspouts need to be adjusted at the diverter to prevent water runoff onto the sidewalk. Some areas have no diverters and is causing erosion at foundation.

Project 7 Details: 4 Buildings

| | | | | | | |
|-----------------|---------|---------------------|-----|--------------------|-----------------------------|--|
| Roof SF: | 10,200 | Manufacture: | UNK | Membrane: | Light Weight Concrete Tiles | |
| Deck: | Plywood | Insulation: | UNK | Coverboard: | None | |

Safety:

2 story residential apartments.

Observation Location:

See attached roof plan for site details.

Project Observations:

The observed project is a 2-story wood frame residential apartment dwellings. The building is constructed with an exterior wood sheathing siding enclosure. The primary roof area consists of a 5:12 slope roof with architectural multi-dimensional asphalt shingle. A sheet metal edge nose is present along all sides.

Sheet metal gutters appear to be in generally fair condition throughout most of the roof areas. Downspouts are appropriate size for adequate run off. Gutters and downspouts have some deterioration and mis aligned downspouts.

Roofs are designed with attic ventilation at both the soffit/eaves and ridge vents. Ridge vents have some damage that will be corrected during roof replacement. Additional ventilation may be required based on local JHA codes.

General Issues:

PM has previously reported that during prior repair the underlayment has deteriorated.

Deficiencies:

Extreme amounts of moss and algae is present on all north facing roof areas. Gutters have areas of deterioration. Not all roof areas are equipped with gutters to protect tenants from rain runoff. Fascia boards have dry rot and general deterioration in locations where there are no gutters. Downspouts need to be adjusted at the diverter to prevent water runoff onto the sidewalk. Some areas have no diverters and are causing erosion at foundation.

Due to the weight of the tiles and obvious signs of water intrusion the roof deck sagging more than typical for this type of roof system. Tear off and replace with Asphalt shingles is recommended.

Project 8 Details: 7 Buildings

| | | | | | | |
|-----------------|---------|---------------------|-----|--------------------|-----------------------------------|--|
| Roof SF: | 9,538 | Manufacture: | UNK | Membrane: | Multi-Dimensional Asphalt Shingle | |
| Deck: | Plywood | Insulation: | UNK | Coverboard: | None | |

Safety:

2 story residential apartments.

Observation Location:

See attached roof plan for site details.

Project Observations:

The observed project is a 2-story wood frame residential apartment dwellings. The building is constructed with an exterior wood sheathing siding enclosure. The primary roof area consists of a 5:12 slope roof with architectural multi-dimensional asphalt shingle. A sheet metal edge nose is present along all sides.

Sheet metal gutters appear to be in generally fair condition throughout most of the roof areas. Downspouts are appropriate size for adequate run off. Gutters and downspouts have some deterioration and mis aligned downspouts.

Roofs are designed with attic ventilation at both the soffit/eaves and ridge vents. Ridge vents have some damage that will be corrected during roof replacement. Additional ventilation may be required based on local JHA codes.

General Issues:

Due to the height and amount of moss/algae present an examination of the underlayment was not possible.

Deficiencies:

Extreme amounts of moss and algae is present on all north facing roof areas. Gutters have areas of deterioration. Not all roof areas are equipped with gutters to protect tenants from rain runoff. Fascia boards have dry rot and general deterioration in locations where there are no gutters. Downspouts need to be adjusted at the diverter to prevent water runoff onto the sidewalk. Some areas have no diverters and is causing erosion at foundation.

Project 9 Details: 12 Buildings

| | | | | | | |
|-----------------|---------|---------------------|-----|--------------------|-----------------------------------|--|
| Roof SF: | 17,825 | Manufacture: | UNK | Membrane: | Multi-Dimensional Asphalt Shingle | |
| Deck: | Plywood | Insulation: | UNK | Coverboard: | None | |

Safety:

2 story residential apartments.

Observation Location:

See attached roof plan for site details.

Project Observations:

The observed project is a 2-story wood frame residential apartment dwellings. The building is constructed with an exterior wood sheathing siding enclosure. The primary roof area consists of a 5:12 slope roof with architectural multi-dimensional asphalt shingle. A sheet metal edge nose is present along all sides.

Sheet metal gutters appear to be in generally fair condition throughout most of the roof areas. Downspouts are appropriate size for adequate run off. Gutters and downspouts have some deterioration and mis aligned downspouts.

Roofs are designed with attic ventilation at both the soffit/eaves and ridge vents. Ridge vents have some damage that will be corrected during roof replacement. Additional ventilation may be required based on local JHA codes.

General Issues:

Due to the height and amount of moss/algae present an examination of the underlayment was not possible.

Deficiencies:

Extreme amounts of moss and algae is present on all north facing roof areas. Gutters have areas of deterioration. Not all roof areas are equipped with gutters to protect tenants from rain runoff. Fascia boards have dry rot and general

Request for Qualifications

New Horizons: Roof Replacement Services

deterioration in locations where there are no gutters. Downspouts need to be adjusted at the diverter to prevent water runoff onto the sidewalk. Some areas have no diverters and is causing erosion at foundation.

Project 10 Details: 8 Buildings

| | | | | | |
|-----------------|---------|---------------------|-----|--------------------|-----------------------------------|
| Roof SF: | 10,833 | Manufacture: | UNK | Membrane: | Multi-Dimensional Asphalt Shingle |
| Deck: | Plywood | Insulation: | UNK | Coverboard: | None |

Safety:

2 story residential apartments.

Observation Location:

See attached roof plan for site details.

Project Observations:

The observed project is a 2-story wood frame residential apartment dwellings. The building is constructed with an exterior wood sheathing siding enclosure. The primary roof area consists of a 5:12 slope roof with architectural multi-dimensional asphalt shingle. A sheet metal edge nose is present along all sides.

Sheet metal gutters appear to be in generally fair condition throughout most of the roof areas. Downspouts are appropriate size for adequate run off. Gutters and downspouts have some deterioration and mis aligned downspouts.

Roofs are designed with attic ventilation at both the soffit/eaves and ridge vents. Ridge vents have some damage that will be corrected during roof replacement. Additional ventilation may be required based on local JHA codes.

General Issues:

Due to the height and amount of moss/algae present an examination of the underlayment was not possible.

Deficiencies:

Extreme amounts of moss and algae is present on all north facing roof areas. Gutters have areas of deterioration. Not all roof areas are equipped with gutters to protect tenants from rain runoff. Fascia boards have dry rot and general deterioration in locations where there are no gutters. Downspouts need to be adjusted at the diverter to prevent water runoff onto the sidewalk. Some areas have no diverters
d is causing erosion at foundation.

Project 11 Details: 8 Buildings

| | | | | | |
|-----------------|---------|---------------------|-----|--------------------|-----------------------------------|
| Roof SF: | 11,181 | Manufacture: | UNK | Membrane: | Multi-Dimensional Asphalt Shingle |
| Deck: | Plywood | Insulation: | UNK | Coverboard: | None |

Safety:

2 story residential apartments.

Observation Location:

See attached roof plan for site details.

Project Observations:

The observed project is a 2-story wood frame residential apartment dwellings. The building is constructed with an exterior wood sheathing siding enclosure. The primary roof area consists of a 5:12 slope roof with architectural multi-dimensional asphalt shingle. A sheet metal edge nose is present along all sides.

Sheet metal gutters appear to be in generally fair condition throughout most of the roof areas. Downspouts are appropriate size for adequate run off. Gutters and downspouts have some deterioration and mis aligned downspouts.

Roofs are designed with attic ventilation at both the soffit/eaves and ridge vents. Ridge vents have some damage that will be corrected during roof replacement. Additional ventilation may be required based on local JHA codes.

General Issues:

Due to the height and amount of moss/algae present an examination of the underlayment was not possible.

Deficiencies:

Extreme amounts of moss and algae is present on all north facing roof areas. Gutters have areas of deterioration. Not all roof areas are equipped with gutters to protect tenants from rain runoff. Fascia boards have dry rot and general deterioration in locations where there are no gutters. Downspouts need to be adjusted at the diverter to prevent water runoff onto the sidewalk. Some areas have no diverters and is causing erosion at foundation.

Project 12 Details: 4 Buildings

| | | | | | |
|-----------------|---------|---------------------|-----|--------------------|-----------------------------------|
| Roof SF: | 10,867 | Manufacture: | UNK | Membrane: | Multi-Dimensional Asphalt Shingle |
| Deck: | Plywood | Insulation: | UNK | Coverboard: | None |

Safety:

2 story residential apartments.

Observation Location:

See attached roof plan for site details.

Project Observations:

The observed project is a 2-story wood frame residential apartment dwellings. The building is constructed with an exterior wood sheathing siding enclosure. The primary roof area consists of a 5:12 slope roof with architectural multi-dimensional asphalt shingle. A sheet metal edge nose is present along all sides.

Sheet metal gutters appear to be in generally fair condition throughout most of the roof areas. Downspouts are appropriate size for adequate run off. Gutters and downspouts have some deterioration and mis aligned downspouts.

Roofs are designed with attic ventilation at both the soffit/eaves and ridge vents. Ridge vents have some damage that will be corrected during roof replacement. Additional ventilation may be required based on local JHA codes.

General Issues:

Due to the height and amount of moss/algae present an examination of the underlayment was not possible.

Deficiencies:

Extreme amounts of moss and algae is present on all north facing roof areas. Gutters have areas of deterioration. Not all roof areas are equipped with gutters to protect tenants from rain runoff. Fascia boards have dry rot and general deterioration in locations where there are no gutters. Downspouts need to be adjusted at the diverter to prevent water runoff onto the sidewalk. Some areas have no diverters and is causing erosion at foundation.

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Project 13 Details: 4 Buildings

| | | | | | |
|-----------------|---------|---------------------|-----|--------------------|-----------------------------------|
| Roof SF: | 11,499 | Manufacture: | UNK | Membrane: | Multi-Dimensional Asphalt Shingle |
| Deck: | Plywood | Insulation: | UNK | Coverboard: | None |

Safety:

2 story residential apartments.

Observation Location:

See attached roof plan for site details.

Project Observations:

The observed project is 2-story wood frame residential apartment dwellings. The building is constructed with an exterior wood sheathing siding enclosure. The primary roof area consists of a 5:12 slope roof with architectural multi-dimensional asphalt shingle. A sheet metal edge nose is present along all sides.

Request for Qualifications

New Horizons: Roof Replacement Services

Sheet metal gutters appear to be in generally fair condition throughout most of the roof areas. Downspouts are appropriate size for adequate run off. Gutters and downspouts have some deterioration and mis aligned downspouts.

Roofs are designed with attic ventilation at both the soffit/eaves and ridge vents. Ridge vents have some damage that will be corrected during roof replacement. Additional ventilation may be required based on local JHA codes.

This property has 4 low slope roof carports. Roof appears to be original to project construction. Water is pond at the perimeter drains and has debris blocking drains.

During the exterior building assessment, the rear exterior siding on Buildings 310 and 314 E-H have some siding buckling issues that need to be addressed. This issue will be addressed under a separate contract.

General Issues:

Due to the height and amount of moss/algae present an examination of the underlayment was not possible.

Deficiencies:

Extreme amounts of moss and algae is present on all north facing roof areas. Gutters have areas of deterioration. Not all roof areas are equipped with gutters to protect tenants from rain runoff. Fascia boards have dry rot and general deterioration in locations where there are no gutters. Downspouts need to be adjusted at the diverter to prevent water runoff onto the sidewalk. Some areas have no diverters and are causing erosion at foundation.

The carport roofs are in poor condition and displaying signs of deterioration on the cap sheet. Excessive amounts of debris around the drains have caused ponding and dry rot to occur at the fascia trim boards. The roofs will be replaced during this re-roof project.

Project 14 Details: 4 Buildings

| | | | | | |
|-----------------|----------------|---------------------|------------|--------------------|--|
| Roof SF: | 10,941 | Manufacture: | UNK | Membrane: | Multi-Dimensional Asphalt Shingle |
| Deck: | Plywood | Insulation: | UNK | Coverboard: | None |

Safety:

2 story residential apartments.

Observation Location:

See attached roof plan for site details.

Project Observations:

The observed project is a 2-story wood frame residential apartment dwellings. The building is constructed with an exterior wood sheathing siding enclosure. The primary roof area consists of a 5:12 slope roof with architectural multi-dimensional asphalt shingle. A sheet metal edge nose is present along all sides.

Sheet metal gutters appear to be in generally fair condition throughout most of the roof areas. Downspouts are appropriate size for adequate run off. Gutters and downspouts have some deterioration and mis aligned downspouts.

Roofs are designed with attic ventilation at both the soffit/eaves and ridge vents. Ridge vents have some damage that will be corrected during roof replacement. Additional ventilation may be required based on local JHA codes.

General Issues:

Due to the height and amount of moss/algae present an examination of the underlayment was not possible.

Deficiencies:

Extreme amounts of moss and algae is present on all north facing roof areas. Gutters have areas of deterioration. Not all roof areas are equipped with gutters to protect tenants from rain runoff. Fascia boards have dry rot and general deterioration in locations where there are no gutters. Downspouts need to be adjusted at the diverter to prevent water runoff onto the sidewalk. Some areas have no diverters and is causing erosion at foundation.

Project 15 Details: 4 Buildings

| | | | | | | |
|-----------------|----------------|---------------------|------------|--------------------|--|--|
| Roof SF: | 11,091 | Manufacture: | UNK | Membrane: | Multi-Dimensional Asphalt Shingle | |
| Deck: | Plywood | Insulation: | UNK | Coverboard: | None | |

Safety:

2 story residential apartments.

Observation Location:

See attached roof plan for site details.

Project Observations:

The observed project is a 2-story wood frame residential apartment dwellings. The building is constructed with an exterior wood sheathing siding enclosure. The primary roof area consists of a 5:12 slope roof with architectural multi-dimensional asphalt shingle. A sheet metal edge nose is present along all sides.

Sheet metal gutters appear to be in generally fair condition throughout most of the roof areas. Downspouts are appropriate size for adequate run off. Gutters and downspouts have some deterioration and mis aligned downspouts.

Roofs are designed with attic ventilation at both the soffit/eaves and ridge vents. Ridge vents have some damage that will be corrected during roof replacement. Additional ventilation may be required based on local JHA codes.

General Issues:

Due to the height and amount of moss/algae present an examination of the underlayment was not possible.

Deficiencies:

Extreme amounts of moss and algae is present on all north facing roof areas. Gutters have areas of deterioration. Not all roof areas are equipped with gutters to protect tenants from rain runoff. Fascia boards have dry rot and general deterioration in locations where there are no gutters. Downspouts need to be adjusted at the diverter to prevent water runoff onto the sidewalk. Some areas have no diverters and is causing erosion at foundation.

**EXHIBIT B
SAMPLE CONTRACT**

**AGREEMENT FOR SERVICES
BETWEEN THE HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ
AND _____**

This Agreement, for reference dated _____, is entered into by and between the Housing Authority of the County of Santa Cruz, a public agency formed under the laws of the state of California (**HACSC**) and _____ (**Consultant**).

RECITALS

WHEREAS, HACSC solicited proposals under RFP Professional Roofing Services from qualified Consultants to provide professional roofing services; and

WHEREAS, Consultant submitted a proposal and represented itself and proposed staff to have the required qualifications and experience to provide the required services, and based on these representations, HACSC 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 HACSC and Consultant shall consist of this Agreement including:

- Attachment 1 – Scope of Services
- Attachment 2 – Compensation
- Attachment 3 – Insurance Requirements

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 2 years (**Initial Term**), unless terminated earlier in accordance with this Agreement. HACSC, at its sole discretion, holds the option to extend the term for up to 2 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 **TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000.00)**, which includes the sum of all payments authorized for services, and for the expenses, supplies and equipment required to perform the services. The method and rate of payment are set forth in **Attachment 2** entitled "Compensation". 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. Project Manager.

HACSC's Project Manager shall be Jenny Panetta, Executive Director, 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 HACSC; and as an independent contractor, Consultant shall obtain no rights or other employee benefits which accrue to HACSC's employees, 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 HACSC, 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. HACSC 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, HACSC 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 HACSC all HACSC 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 HACSC'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 HACSC to fully utilize Consultant services, HACSC 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 HACSC 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 HACSC's General Counsel, and to such HACSC department or agency 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 HACSC's Representative in order to permit HACSC 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 HACSC shall be work product which is the property of the HACSC. 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 HACSC.

10. Indemnification.

The Consultant shall indemnify, defend, and hold harmless the Housing Authority of the County of Santa Cruz (HACSC) 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 HACSC 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 HACSC under this Agreement.

11. Insurance Requirements.

Without limiting the Consultant's indemnification of HACSC, the Consultant shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the insurance coverage set forth in **Attachment 3**, entitled "Insurance Requirements."

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.

HACSC 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 HACSC 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 HACSC 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 HACSC, at any time during regular business hours, upon written request by HACSC. Copies of such documents shall be provided to HACSC 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 HACSC has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, HACSC may, by written request, require that custody of the records be given to HACSC 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.

- a. Consultant understands and agrees that it owes a duty of loyalty to HACSC 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.

- b. Within 30 days from the effective date of this Agreement and annually thereafter, no later than April 1st; Consultant's Attorneys assigned to this Agreement shall file Form 700, *Statement of Economic Interest* with the County of Santa Cruz.

18. Gifts.

Consultant is familiar with State law prohibitions against the acceptance of any gift by HACSC and/or HACSC's employees. In addition, HACSC 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 HACSC:

Housing Authority of the County of Santa Cruz
 Attn: Jenny Panetta, Executive Director
 2160 41st Avenue
 Capitola, CA 95010
 (831) 454-5923
jennyp@hacosantacruz.org

Invoices to jennyp@hacosantacruz.org

To Consultant:

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 HACSC's Authorized Representative is authorized to amend this Agreement on behalf of HACSC.

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

HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ [CONSULTANT NAME]

By: _____
 Jennifer Panetta
 Executive Director

By: _____
 Name:
 Title:

**ATTACHMENT 1
SCOPE OF SERVICES AND SCHEDULE OF PERFORMANCE**

I. SCOPE OF SERVICES

II. SCHEDULE OF PERFORMANCE

ATTACHMENT 2 COMPENSATION

As full compensation for Services satisfactorily performed in accordance with this Agreement, HACSC shall compensate Consultant on a [FIXED FEE] [TIME AND MATERIAL] basis, not to exceed the maximum compensation limit in section 4. Unless otherwise indicated, rates are inclusive all labor, equipment, administrative and associated expenses in providing the Services, including mileage.

ATTACHMENT 3 INSURANCE REQUIREMENTS

Insurance

Without limiting the Consultant's indemnification of HACSC, the Consultant shall provide and maintain at its own expense during the term of this Agreement the following insurance coverage and provisions:

- A. **Liability Insurance.** Commercial General Liability (CGL) with a limit not less than \$1,000,000 each occurrence and a general aggregate limit of not less than \$2,000,000 providing coverage for bodily injury, property damage, and personal injury through any combination of primary and excess or umbrella liability insurance policies with annual reinstatement of the general aggregate limit at each policy period renewal.

The CGL insurance must be written on an ISO occurrence form CG 00 01 04 13 or substitute forms providing equivalent coverage. All excess or umbrella policies shall be follow-form and afford no less coverage than the primary policy. Such CGL shall name the Indemnified Parties as additional insureds on form acceptable to HACSC. Coverage shall be provided to the Indemnified Parties for liability and any damage to property and injury or death of persons, unless caused by an Indemnified Party's sole or active negligence or willful misconduct.

- B. **Commercial Automobile Insurance.** During this Agreement, Consultant shall maintain evidence of commercial business auto coverage written on ISO form CA 00 01 10 01 (or substitute form providing equivalent liability coverage) with a limit not less than \$1,000,000 combined single limit for bodily injury and property damage liability for each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos) and may be satisfied by a combination of primary and excess and/or umbrella policies. All excess or umbrella policies shall contain a drop-down clause in the event of exhaustion of primary limits and provide coverage for primary auto liability.

- C. **Workers' Compensation and Employer's Liability Insurance.** During this Agreement, Consultant shall provide evidence of Workers' Compensation insurance as required under California statute including coverage for Employer's Liability with limits of at least \$1,000,000 each accident, \$1,000,000 each employee by disease, and a policy limit of \$1,000,000 by disease.

- D. 2) Primary Insurance - The Consultant's General Liability and Auto Liability insurance coverage, including any Excess Liability coverage **Professional Liability Insurance.** Covering the professional scope of services under this contract with limits not less than \$5,000,000 per claim and \$5,000,000 in the aggregate. The policy retroactive date must be before the effective date of this agreement. Consultant agrees to maintain continuous coverage through a period of no less than three years after completion of the service under this agreement.

- E. **Other Insurance Provisions** - The policies specified herein are to contain, or be endorsed to contain, the following provisions:

- 1) Additional Insureds - The Indemnified parties are to be included as additional insureds on the general liability policy including all excess or umbrella policies and commercial automobile liability insurance.
- 2) Primary Insurance - The Consultant's General Liability and Auto Liability insurance coverage, including any Excess Liability coverage, shall be primary insurance as respects the Indemnified Parties for all liability arising out of the activities performed by or on behalf of the Consultant. Any insurance, pooled coverage, or self-insurance maintained by HACSC shall be noncontributory.
- 3) Waiver - The insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the Indemnified Parties; only those insurers issuing the

- 4) Workers' Compensation and Commercial General Liability insurance shall amend its policy to waive all rights of subrogation against HACSC and Indemnified Parties._
- 5) Notice of Cancellation - Consultant agrees to provide HACSC with a 30-day notice of cancellation or nonrenewal of coverage for each required coverage except for nonpayment for which a 10-day notice is required.
- 6) Self-insured Retentions and Deductibles - If the Consultant's coverage includes a deductible or self-insured retention above \$100,000, the self-insured retention or deductible must be declared to HACSC. HACSC may request financial statements from the Consultant. Consultant agrees to be responsible for payment of all deductibles or self-insured retentions.
- 7) Proof of Insurance - The Consultant shall, at the time of the execution of the Agreement, present signed certificates of insurance for all required coverages to HACSC with any applicable endorsements attached to the signed certificate. The Consultant shall provide at contract inception and expiration of any insurance policy required by this Agreement all certificates of insurance and applicable endorsements as required by this Contract directly to HACSC at: danielf@hacosantacruz.org. All Insurance-related inquiries should be directed to (831) 454-5930.

The Consultant shall not receive a notice to proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by HACSC. This approval of insurance shall neither relieve nor decrease the liability of the Consultant.
- 8) Maintenance of Insurance - Should the Consultant neglect to obtain or maintain in force any such insurance for the duration of this Agreement, then HACSC shall obtain and maintain such insurance.
- 9) Acceptability of Insurers – All required insurance is to be placed with insurers with an AM Best's rating of not less than A- VII or equivalent as determined by HACSC.
- 10) Compliance with Insurance Requirements – Consultant's obligation to obtain insurance coverage is separate and distinct from Consultant's obligation to indemnify, hold harmless and defend pursuant to this Agreement. Compliance with the requirements of this section shall not relieve the Consultant of their obligations under any indemnity or hold harmless provisions under this Agreement. HACSC reserves the right to withhold payments to the Consultant in the event of material non-compliance with the insurance requirements outlined above.
- 11) Self-Insurance - HACSC acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Consultant. However, this shall not in any way limit liabilities assumed by the Consultant under this Agreement. Any self-insurance shall be approved in writing by HACSC upon satisfactory evidence of financial capacity. Consultant's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions._
- 12) Subcontracted Work - Should any of the work under this Agreement be subcontracted the Consultant shall require its subconsultant to carry the aforementioned coverages._