



**2160 41st Avenue
Santa Cruz, California 95010**

**REQUEST FOR PROPOSALS
FOR
ROOF REPLACEMENT SERVICES**

INTRODUCTION

The Housing Authority of the County of Santa Cruz (**HACSC**), and its affiliate New Horizons Affordable Housing and Development Corporation (**New Horizons**) – collectively referred to as **HACSC** are requesting proposals from qualified firms to provide Roof Replacement Services. HACSC was established in 1969 by a resolution of the Santa Cruz County Board of Supervisors to locally administer federal rent subsidy programs authorized under the United States Housing Act of 1937. HACSC provides rental subsidies, manages, and operates affordable housing units, and develops affordable housing to assist low-income families, seniors, and persons with disabilities living in Santa Cruz County and the unincorporated areas of Hollister and San Juan Bautista. HACSC administers approximately 5,600 vouchers and owns and manages 345 rental units across 20 housing developments.

The Housing Authority of the County of Santa Cruz is committed to advancing access to affordable housing and a thriving community free from discrimination by providing affordable housing and delivering inclusive services to our diverse community with compassion and kindness. Our mission extends beyond shelter, utilizing housing as a catalyst to promote equity, economic mobility, dignity, stability, improved quality of life, and a place to call home.

For more information about the agency, please visit: www.hacosantacruz.org.

PURPOSE

The Housing Authority of the County of Santa Cruz (HACSC) is soliciting proposals from qualified contractors to provide roofing replacement services for three (3) multifamily affordable housing properties located in Santa Cruz County. The project consists of the complete tear-off and replacement of existing roofing systems at these apartment communities. Buildings are wood frame and no more than two stories in height with pitched asphalt composition roofs. Contractors shall provide all labor, materials, equipment, supervision, and incidentals necessary to complete the work in accordance with the project specifications and applicable codes.

The addresses of the three (3) project sites will not be published in this RFP. Site locations and the bid walk schedule will be provided via email only to prospective contractors who RSVP for the mandatory bid walk, scheduled for Thursday, August 27, at 10:00 a.m.

The work performed under this solicitation is subject to California prevailing wage requirements. HACSC requires the applicable California prevailing wage and labor compliance requirements to apply to work performed at all three (3) project sites.

The contract will be awarded based on the proposal which represents the best overall value to HACSC – considering price, technical expertise, past experience, and quality of proposed staffing. Unless otherwise required by law, no bidder may withdraw their bid for a period of sixty (60) days after the bid deadline.

TIMELINE

The estimated timeline for this solicitation is as follows. Any changes to the RFP timeline will be published through BidNet Direct.

Action	Date
RFP Issue Date	August 20 2026
Bid Walk (Mandatory)	August 27, 2026 at 10am
Deadline to submit questions/requests for clarifications	September 4, 2026
Submittal Deadline	September 10, 2026 at 5:00 p.m.
Contractor Interviews if necessary	Week of September 14, 2026
Recommendation/notification of award	Week of September 14, 2026

PROPOSAL SUBMISSION

Submissions to the Request for Proposal must be submitted electronically via the BidNet Direct procurement system no later than Thursday, September 10, 2026, 5:00pm. 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>. See Article 3 for more details.

Proposals must be submitted on the bid form provided to contractors upon Bid Walk RSVP.

BID WALK

A bid walk will be held at the three sites on Thursday August 27 at 10am. Site addresses and bid walk schedule will be provided upon RSVP to the Bid Walk. All three locations will be shown for the purpose of preparing bids and will not be shown at any other time. Contractors should be prepared to travel to and walk all sites. Contractors that fail to participate in the bid walk may be disqualified.

GENERAL CONDITIONS

ARTICLE 1 — HACSC'S RESERVATION OF RIGHTS

- 1.01 Right to Amend, Reject, Waive, or Terminate the Solicitation.** HACSC reserves the right to amend through addenda, to reject any or all proposals, to waive any informality in the solicitation process, or to terminate the process at any time, if HACSC deems it necessary or in its best interests.
- 1.02 Right to Not Award.** HACSC reserves the right not to award a contract pursuant to this solicitation.
- 1.03 Right to Terminate.** HACSC reserves the right to terminate a contract awarded pursuant to this solicitation, at any time for its convenience upon ten (10) days written notice to the successful Proposer(s).
- 1.04 Right to Determine Time and Location.** HACSC reserves the right to determine the days, hours and locations that the successful Proposer(s) shall provide the services called for in this solicitation.
- 1.05 Right to Retain Proposals.** HACSC reserves the right to retain all proposals submitted and not permit their withdrawal, unless authorized in writing by HACSC's Director of Operations, for a period of ninety (90) days following the bid deadline.
- 1.06 Right to Reject Any Proposal.** HACSC reserves the right to reject any bid, in whole or in part, that does not meet the requirements of this solicitation, including but not limited to, incomplete proposals and proposals offering conflicting, alternate or non-requested services.
- 1.07 No Obligation to Compensate.** HACSC shall have no obligation to compensate any Proposer for any costs incurred in responding to this solicitation.
- 1.08 Price Firm.** Proposed prices must be firm for ninety (90) days from date of bid.
- 1.09 Equal Opportunity.** HACSC strongly encourages minority-owned and women-owned businesses, socially and economically disadvantaged business enterprises, and small businesses to submit proposals, to enter into partnerships, or to participate in other business activity in response to this solicitation.

Section 3 of the Housing and Urban Development Act of 1968 requires HACSC to the greatest extent feasible to provide employment opportunities to Section 3 residents. Section 3 residents include residents of HACSC communities and other low-income residents of Santa Cruz County.

1.10 No Oral Agreement: No conversation with any officer, employee, agent or consultant of HACSC, either before, during, or after the execution of the contract, affects or modifies any terms or obligations contained in the contract documents, nor entitles successful proposer to any adjustment in the contract time or contract sum whatsoever.

ARTICLE 2 — PREVAILING WAGE AND LABOR COMPLIANCE

2.01 California Prevailing Wage Requirements. The work performed under this Contract is subject to California prevailing wage requirements. The Contractor and all subcontractors shall comply with all applicable California prevailing wage and public works requirements, including applicable provisions of California Labor Code sections 1720 through 1861.

2.02 Application to All Project Sites. For purposes of uniform Contract administration, HACSC requires the California prevailing wage and labor compliance requirements contained in this solicitation and resulting Contract to apply to work performed at all three (3) project sites.

2.03 Payment of Prevailing Wages. The Contractor and all subcontractors shall pay workers not less than the applicable general prevailing rate of per diem wages, including applicable employer payments, overtime rates, Saturday, Sunday, and holiday rates, as determined by the Director of the California Department of Industrial Relations ("DIR") for the locality in which the work is performed.

2.04 DIR Registration. The Contractor and all subcontractors required to be registered with DIR shall maintain current registration as required by California Labor Code section 1725.5 throughout performance of the Contract.

2.05 Certified Payroll Records. The Contractor and all subcontractors shall prepare, maintain, and submit certified payroll records as required by applicable California law and HACSC. HACSC requires certified payroll reporting for work performed at all three (3) project sites under this Contract.

2.06 Apprenticeship Requirements. The Contractor and all subcontractors shall comply with applicable California apprenticeship requirements, including applicable requirements of California Labor Code sections 1777.5 and 1777.6.

2.07 Responsibility for Subcontractors. The Contractor shall be responsible for ensuring that its subcontractors comply with the prevailing wage and labor compliance requirements applicable to their work under the Contract.

2.08 Costs of Compliance. All costs associated with prevailing wages, employer payments, certified payroll, apprenticeship requirements, DIR registration, and other applicable labor compliance requirements shall be included in the Contractor's proposed price. HACSC will not provide additional compensation due to the Contractor's failure to account for these requirements in its proposal.

ARTICLE 3 — PROPOSAL PROCESS

3.01 Electronic Submittal. All Proposals submitted in response to this solicitation shall be submitted

in accordance with the direction provided so that HACSC can properly evaluate the offers received. None of the proposed services may conflict with any requirement HACSC has published herein or has issued by addendum. Proposals must be submitted electronically via the BidNet Direct procurement system no later than **Thursday, September 10, 2026 by 5:00 PM**. The solicitation number for this procurement is **HACSC-2027-RFP-01**

- 3.02 Entry of Proposed Fees/Bid Form.** Proposers shall submit their proposed fees electronically included with the proposal response. Unless otherwise stated, the proposed fees are inclusive of all related costs that the successful Proposer will incur to provide the noted services, including but not limited to: employee wages and benefits, clerical support, overhead, profit, licensing, insurance, materials, supplies, tools, equipment, long distance telephone calls, travel.
- 3.03 Pricing of Services or Items.** Pricing shall remain fixed throughout the term of the contract.
- 3.04 Proposal Submission.** All proposals must be submitted and received electronically no later than the submittal deadline stated on the BidNet Direct platform, or in any ensuing addendum.
- 3.05 Submission Conditions.** Proposers shall not add, omit, revise, or modify any documents or requirements of HACSC. Any act in violation of this section may invalidate that firm's proposal.
- 3.06 Submission Responsibilities.** Proposers are responsible for staying informed of and abiding by all dates, times, conditions, requirements and specifications set forth within documents posted on BidNet Direct. By virtue of completing, signing and submitting the required documents, the Proposer agrees to comply with the conditions and requirements set forth within those documents. Any Proposer that excludes any requirements without prior written authorization by HACSC's Director of Property Management and Client Services may be eliminated from further consideration for award.
- 3.07 Proposer's Responsibilities – Contact with HACSC.** Proposers shall address all communication and correspondence pertaining to this solicitation process only via BidNet Direct platform. Proposers must not make any inquiry or attempt to communicate with any other HACSC employee or official, including members of the Board of Commissioners, regarding this solicitation. A Proposer's failure to abide by this requirement may be cause for HACSC to eliminate that Proposer's submittal from further consideration.
- 3.08 Requests for Clarifications, Objections, and Addendums.** All questions, requests for information, and objections must be addressed in writing via the BidNet Direct platform. HACSC's Director of Property Management and Client Services 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, HACSC's Director of Property Management and Client Services will NOT conduct any substantive discussions with a prospective Proposer when other prospective Proposers are not present. HACSC may redirect the asking party back to the solicitation documents where his/her question has already been addressed. Otherwise, HACSC's Director of Operations 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.
- 3.09 Protest.** HACSC will publish a written "Notice of Intent to Award" on the BidNet Direct platform. Proposers not selected for award may lodge a written protest. Protests must be submitted in writing and received by HACSC within five (5) business days of issuance of the notice. The

protest must state the basis for objection and include sufficient detail for HACSC to evaluate the merits of the protest. Protests must be e-mailed to:

John Fleisher, Controller
C/o Housing Authority of the County of Santa Cruz
2160 41st Avenue
Capitola, CA 95010
JohnF@hacosantacruz.org

Failure to lodge a written protest in accordance with these procedures will constitute the Proposers' waiver of any legal right to challenge the protest in a court of law.

ARTICLE 4 — PROPOSAL FORMAT

4.01 All proposals submitted in response to this solicitation shall be organized as follows:

NO.	ATTACHMENT NAME
A	Cover letter describing the firm's DEMONSTRATED EXPERIENCE in performing work of a similar nature to that solicited in this RFP.
B	Certification (Attachment B)
C	Contractor information form (Attachment C)
D	Provide an APPROACH NARRATIVE AND TIMELINE of your proposed methodology for completing the scope of work shown in this RFP. Please limit to no more than 3 pages.
E	References (3 professional references)
F	Brief resume including types of services offered; year founded, number; size and location of offices; and number of employees.
G	Proposed fee on HACSC provided bid from provided upon RSVP to bid walk.

Refer to **Attachment A** of this RFP for the checklist of submittal components.

4.02 Post Award Submittal Requirements. The successful Proposer will be required to submit the following documents within ten (10) days of contract award:

- A. Certificate of Insurance meeting the requirements of **Attachment 3** of the contract
- B. IRS form W-9
- C. ACH Payment Authorization form and voided check (if payment by direct deposit is elected)

ARTICLE 5 — RFP PROPOSAL EVALUATION

5.01 Evaluation Method.

- A. **Initial Evaluation for Responsiveness.** Each proposal received will first be evaluated for responsiveness.
 - 1. A responsive Proposer is one that meets the minimum requirements in Article 5.01.B.
 - 2. A responsive Proposer is one who has responded to the RFP in all particulars, without qualification or conditions.
- B. **Minimum Requirements.** A Proposer will be considered "non-responsive" to this RFP and will be disqualified from further consideration if any of the following minimum qualifications are not

met.

1. Proposers must have at least five (5) years of relevant experience. The proposing firm must have performed the work as the prime contractor, not as subcontractor, as evidenced by a contract naming the proposing firm as prime contractor.
2. Proposers must submit at least three (3) different, external client references where the same or similar professional services have been performed.
 - a. **Note.** It is important that each reference be as complete and descriptive of the work that was done, and as close as possible to HACSC's requirements.
 - b. Include public organization references, if any.
3. Have demonstrated experience administering and complying with California prevailing wage requirements, including certified payroll reporting and all applicable labor compliance regulations.
4. Contractor and all subcontractors performing work subject to California public works requirements shall be registered with the California Department of Industrial Relations as required by applicable law and shall maintain such registration throughout performance of the Contract.
5. Be or have the ability to be an Owens Corning certified preferred contractor prior to contract execution.

5.02 Evaluation Factors. HACSC will evaluate each responsive Proposal it receives based on the factors below. After evaluating the information contained in Proposer's submittal documentation, HACSC will award points for each listed factor. A Proposer's failure to address the criteria below within their proposal will result in lower scoring and may be cause for eliminating the proposal from further consideration:

NO	FACTOR DESCRIPTION	Points
1	The EFFECTIVENESS of the proposal as it relates to the SCOPE OF WORK.	20
2	The Proposer's approach narrative and timeline including AVAILABILITY to begin work immediately following the contract award and overall ability to perform scope of work.	20
3	The Proposer's DEMONSTRATED EXPERIENCE in performing similar work and the Proposer's DEMONSTRATED SUCCESSFUL PAST PERFORMANCE of contract work substantially similar to that required by this solicitation as verified by reference checks or other means.	20
4	The OVERALL COMPLETION of the PROPOSAL SUBMITTED , based upon the submission requirements.	10
5	The PROPOSED COSTS the Proposer intends to charge HACSC.	30

5.03 Evaluation Committee. If an evaluation committee is appointed, the identity of evaluation committee members shall remain anonymous at all times during and after the RFP process. If a Proposer does become aware of the identity of any committee member, Proposer shall not make any attempt to contact or discuss anything related to this RFP with such person. As detailed in Article 3.07, Bidnet Direct is the only method that the Proposers shall use to contact pertaining to this RFP. Failure to abide by this requirement may cause a Proposer to be eliminated from consideration for award.

- A. **Restrictions.** All persons having familial (including in-laws) or employment relationships, whether past or current, with principals or employees of a Proposer entity will be excluded from participating on HACSC's evaluation committee. Similarly, all persons having an ownership interest in or a contract with a Proposer entity will be excluded.
- B. **Evaluation.** The appointed evaluation committee shall evaluate the proposals submitted for all evaluation factors. Upon completion of the evaluation process, the evaluation committee will forward the completed evaluations to the HACSC Procurement Representative.

5.04 Potential "Competitive Range" or "Best and Finals" Negotiations. In accordance with Sections 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2, HACSC reserves the right to conduct a "Best and Finals" Negotiation, which may include oral interviews, with all firms deemed to be in the competitive range.

5.05 Determination of Top-ranked Proposer. HACSC intends to select the successful Proposer pursuant to a "Best Value" basis, not a "Lowest Proposal" basis. "Best Value" indicates that HACSC will consider factors other than cost alone in making the award decision.

5.06 Notice of Intent to Award. HACSC shall post a "Notice of Intent to Award" on the BidNet Direct platform.

5.07 Proposals as Public Records. All proposals submitted in response to this RFP are public records and available for inspection and photocopying upon written request, but only if the solicitation results in a contract award or if all proposals are rejected.

ARTICLE 6 — RFP CONTRACT AWARD

6.01 Contract Form. HACSC will only execute contracts on HACSC's standard contract form, which HACSC reserves the right to amend as it deems necessary. By submitting a proposal, the successful Proposer agrees to execute HACSC's contract, without qualification or exception.

6.02 HUD Forms. HACSC has no legal right or ability to, and will not, negotiate any clauses contained within any of the HUD forms included as a part of this RFP. By submitting a proposal, Proposers agree to execute the HUD forms included as part of the RFP, without qualification or exception.

ARTICLE 7 — RIGHT TO NEGOTIATE FINAL FEES

7.01 HACSC retains the right to negotiate final fees. Negotiations shall begin after HACSC has chosen a top-rated Proposer.

7.02 If in the opinion of HACSC, negotiations are not successfully concluded in a reasonable amount of time, HACSC retains the right to end such negotiations and to begin negotiations with the next-rated Proposer.

7.03 HACSC retains the right to negotiate with and make an award to more than one Proposer.

ARTICLE 8 — SUMMARY OF EXHIBITS

NO.	EXHIBIT NAME
A	Request for Proposals Instructions (<i>this document</i>)
B	Scope of Work and Specifications
	Attachment A – Checklist of submittal components
	Attachment B - Certification
	Attachment C – Contractor information
C	Sample Contract
	Attachment 1 – Scope of Services
	Attachment 2 – Compensation
	Attachment 3 – Insurance Requirements
	Attachment 4 – Exhibit D - California Prevailing Wage Requirements and Wage Determinations
D	California Prevailing Wage Requirements and Wage Determinations
E	Byrd Anti-Lobbying Amendment Compliance and Certification

EXHIBIT B

SCOPE OF WORK AND SPECIFICATIONS

PROPERTY DESCRIPTION:

3 multifamily sites located in Santa Cruz County. All buildings are wood frame construction with pitched asphalt shingles and carports with built-up roofing. Site locations and roofing vent plans to be provided upon RSVP to bid walk.

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:

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

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

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. Roof Maintenance Plan:

Roof maintenance plan to be provided for a period of five years after completion of roof installation. Maintenance plan to include once gutter and downspout cleaning per year between the months of October and November and one roof inspection per year. Any deficiencies noted in the inspection will be provided to the owner in writing and any deficiencies covered by warranty will be addressed by contractor.

16. Contractor Responsibilities:

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

- (A) Assisting New Horizons with obtaining all necessary roofing permits.
- (B) Coordinating and participating in any pre-roofing of tear-off inspections, sheathing inspections, and final roofing inspections with applicable jurisdictions.
- (C) 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.
- (D) 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.
- (E) Utilizing appropriate document controls.
- (F) Pre-purchasing long-lead materials and equipment.
- (G) Enforcing all OSHA, CalOSHA and client-specific safety rules and regulations.
- (H) Mitigating delays and additional costs.
- (I) Assuring overall quality controls of the Project and correcting all work not in compliance with the Contract Documents.
- (J) Maintaining all required insurance and taking all precautions for the safety of the site and persons.
- (K) Obtaining final permit signoffs.
- (L) Facilitating the closeout of the Project including providing an all-product warranties and manuals.
- (M) Addressing any and all construction, subcontractor, and third-party vendor and manufacturer warranty issues in a timely, systematized manner.

PRODUCT SPECIFICATIONS

2.1 ASPHALT SHINGLES

- A. Duration® Premium (Algae Resistant) Shingles: As manufactured by Owens Corning Roofing and Asphalt, LLC.
 - 1. **Product Attributes: Includes SureNail® Technology, a woven fabric reinforcing strip in the nailing zone on the shingle's top surface.**

2. Nominal Size: 13-1/4 in (337 mm) by 39-3/8 in (1000 mm).
3. Exposure: 5-5/8 in (143 mm).
4. Shingles per Square: 64.
5. Bundles per Square: 4 bundles of 16 shingles.
6. Coverage per Square: 98.4 sq ft (9.1 sq m).
7. Color: As selected from manufacturer's full range.
8. Standards/Qualifications: ASTM D228, ASTM D3018 (Type 1), ASTM D3161 (Class F Wind Resistance), ASTM D3462, ASTM D7158 (Class H Wind Resistance), ASTM E108/UL 790 (Class A Fire Resistance), ICC-ES AC438, and PRI ER 1378E01.

*****TYPE, STYLE AND COLOR TO BE DETERMINED BY OWNER*****

2.2 HIP AND RIDGE SHINGLES

- A. DuraRidge® Hip and Ridge (Algae Resistant) Shingles with Sealant: As manufactured by Owens Corning Roofing and Asphalt, LLC.

1. **High profile design features patented SureNail® Technology providing long-lasting durability and dimension.**

2. Nominal Size: 12 in (305 mm) by 10 5/8 in (270 mm) with 8 in (203 mm) exposure

3. Standards/Qualifications: ASTM D3018 (Type 1), ASTM D3161 (Class F Wind Resistance), ASTM D3462, ASTM E108/UL790 (Class A Fire Resistance), ICC-ES AC438, PRI ER

1378E01, Florida Product Approval, Miami-Dade County Product Approval, and CSA A123.5.

2.3 STARTER SHINGLES

- A. Starter Shingle Roll: As manufactured by Owens Corning Roofing and Asphalt, LLC.

1. Self-adhering, starter course. Each strip measures 7-1/5 in (191 mm) tall by 33-2/5 ft (10.1 m) wide.

2. Standards/Qualifications: ASTM D1970 and Florida Product Approval.

2.4 SELF-ADHERING UNDERLAYMENTS

- A. WeatherLock® Mat: As manufactured by Owens Corning Roofing and Asphalt, LLC.

1. Mat-faced skid resistant surface, self-adhering, self-sealing, bituminous ice and water barrier.

2. Roll Width: 36 in (914 mm).

3. Selvage: 3 in (76 mm).

4. Standards/Qualifications: ASTM D1970, ASTM E108/UL 790 (Class A Fire Resistance¹), PRI ER1378E02, Florida Product Approval, and Miami-Dade County Product Approval.

1 Class A fire resistance limited to use under asphalt shingles and quarry slate.

Class A fire resistance limited to use under asphalt shingles, clay and concrete tile, and quarry slate. Class C fire resistance under metal panels and shingles.

2.5 MECHANICALLY FASTENED UNDERLAYMENTS

- A. Fiberglas™ Reinforced Felt Underlayment.

1. Wrinkle resistant, water resistant, breather type cellulose/glass fiber composite roofing underlayment.

2. Roll Width: 36 in (91.4 cm).

3. Roll Length: 141.5 ft (43.1 m).

4. Coverage Per Roll: 4 roof squares.

5. Standards/Qualifications: ASTM D226 (Type II), ASTM D4869 (Type IV), ASTM D6757, ASTM E108/UL 790 (Class A Fire Resistance¹), and Florida Product Approval.
- B. ProArmor® Synthetic Roof Underlayment.
1. Weather-shedding synthetic polyolefin barrier.
 2. Roll Width: 42 in (106.7 cm).
 3. Roll Length: 286 ft (87.2 m).
 4. Coverage Per Roll: 9.29 roof squares.
 5. Standards/Qualification: ASTM D8257, ASTM D226, ASTM D4869, , ASTM E108/UL 790 (Class A Fire Resistance¹), ICC-ES AC188, CCRR-1068, Florida Product Approval, and Miami- Dade County Product Approval.

1 Class A fire resistance limited to use under asphalt shingles.

2.6 ROOF VENTILATION

- A. VentSure® RidgeCat® Rolled Ridge Vent.
1. Shingle-over, low profile ridge vent with nylon entangled-net structure allows the passage of hot and/or moisture-laden air from attics, while prohibiting wind-driven rain.
 2. Provides 15 sq in (9677 sq mm) NFVA per lineal foot.
 3. Available in 20 ft (6.1 m) rolls in three different widths (regional availability): 11 in (279 mm), 7 in (178 mm), and 9 in (229 mm) widths.
 4. Suitable on roofs with a pitch from 2:12 to 18:12.
 5. Standards/Qualifications: Passes Wind-Driven Rain with 8.8 in (224 mm) of rain/hr at 110 mph (177 km/h), ICC-ES AC132, PRI ER 1378E03, Florida Product Approval, and ASTM E108/UL 790 Class C Fire Resistance.
- B. O'Hagin Attic Ventilation Off Ridge Roof Vents
1. Install per O'Hagin Attic Ventilation analysis and specifications to be provided at Bid Walk.

2.7 FASTENERS

- A. Fasteners: Galvanized steel, stainless steel, or aluminum nails complying with ASTM F1667, minimum 12- gauge, 0.0808 in (2.05 mm) shank with 3/8 in (9.5 mm) diameter head. Check local building code requirements.

2.8 METAL FLASHING

- A. Flashing: Provide flashing as specified by Section 07600 - Metal Flashing and Sheet Metal.

ATTACHMENT A

Checklist of Submittal Components

Complete proposals must include the following list of documents.

- ☐ **A. 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 October, 2026
 - Identify a contact person for any correspondence specific to this RFP. Include both a phone number and email address.
- ☐ **B. Certification.** A statement signed under penalty of perjury attesting to the correctness of the information supplied (Attachment B).
- ☐ **C. Contractor information form** (Attachment C). Submit questionnaire along with required documentation:
 - Provide proof of insurance
- ☐ **D. Proposer Approach Narrative and Timeline** - Proposed methodology for completing the scope of work shown in this RFP. Please limit to no more than 3 pages.
- ☐ **E. References.** Provide 3 professional references
- ☐ **F. Resume.** Provide resume including types of services offered; year founded, number size and location of offices; and number of employees.
- ☐ **G. Bid Quote Form – Bid quote form provided upon RSVP to bid walk**

ATTACHMENT B

Certification Under Penalty of Perjury

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

The RFP 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 HACSC 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:
	☐ Sole Proprietor ☐ Partnership ☐ Non Profit 501c3 ☐ 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 _____

**EXHIBIT C
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 Janitorial Services from qualified service providers; 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
- Attachment 4 – Exhibit D - California Prevailing Wage Requirements and Wage Determinations

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 3 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 _____ **DOLLARS (\$_____ .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 Daniel Fagan, Director of Property Management and Client Services, 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 [CONTRACTOR 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

EXAMPLE

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.

EXAMPLE

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 Workers' Compensation and Commercial General Liability insurance shall amend its policy to waive all rights of subrogation against HACSC and Indemnified Parties.
- 4) 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.
- 5) 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.
- 6) 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: info@hacosantacruz.org. All Insurance-related inquiries should be directed to (831) 454-9455.

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.

- 7) 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.
- 8) 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.
- 9) 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.
- 10) 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.
- 11) Subcontracted Work - Should any of the work under this Agreement be subcontracted the Consultant shall require its subconsultant to carry the aforementioned coverages.

EXHIBIT D

CALIFORNIA PREVAILING WAGE REQUIREMENTS AND WAGE DETERMINATIONS

1. Applicability

This Project is a public works project and shall be performed in accordance with applicable California public works and prevailing wage requirements, including applicable provisions of California Labor Code sections 1720 through 1815 and applicable regulations of the California Department of Industrial Relations (“DIR”).

The Project is subject to applicable compliance monitoring and enforcement requirements of the DIR.

For purposes of uniform Contract administration, HACSC requires the California prevailing wage and labor compliance requirements contained in this solicitation and resulting Contract to apply to work performed at all three (3) project sites.

2. Applicable Prevailing Wage Rates

The Contractor and all subcontractors shall pay workers employed in the performance of the Work not less than the applicable general or residential prevailing rates of per diem wages established by the Director of the California Department of Industrial Relations (“DIR”) for the locality and type of construction in which the Work is performed.

All project sites are located in Santa Cruz County, California, and consist of multifamily residential buildings no more than two (2) stories in height.

For roofing work falling within the Residential Roofer classification, the applicable DIR determination as of the date of this solicitation is:

Craft: Residential Roofer

Residential Determination: R-232-95-1-2025-1

Locality: All localities within Santa Clara and Santa Cruz Counties

Issue Date: December 1, 2025

Predetermined Increase: Effective August 1, 2026, the determination provides for an increase of \$4.00 allocated to wages and/or employer payments.

The Contractor and all subcontractors shall comply with the applicable wage rates in effect for this Project, including all predetermined increases required under the determination.

The Contractor and all subcontractors are responsible for reviewing and complying with the complete applicable DIR determination, including all applicable:

- Basic hourly wage rates;
- Employer payments and fringe benefits;
- Predetermined increases;
- Apprentice wage rates;
- Overtime rates;
- Saturday, Sunday, and holiday rates;
- Travel and subsistence requirements;

- Scope-of-work provisions;
- Footnotes; and
- Other requirements incorporated into the applicable determination.

3. Worker Classifications

The Work is expected to include work performed under the applicable California DIR Residential Roofer classification.

The identification of Residential Roofer as an anticipated classification does not relieve the Contractor or any subcontractor of responsibility for identifying and using the correct prevailing wage classification for each worker based upon the work actually performed.

Where workers perform work falling within another craft or classification, the applicable DIR prevailing wage determination for that craft or classification shall apply.

If work is performed on a portion of the Project that does not qualify for application of a residential prevailing wage determination, the Contractor shall apply the applicable general prevailing wage determination as required by DIR.

4. DIR Prevailing Wage Determinations

California prevailing wage determinations are published by the California Department of Industrial Relations and are available at:

DIR Residential Prevailing Wage Determinations:

<https://www.dir.ca.gov/OPRL/Residential/reslist.html>

Santa Cruz County Residential Prevailing Wage Determinations:

https://www.dir.ca.gov/OPRL/Residential/santa_cruz.pdf

DIR General Prevailing Wage Determinations:

<https://www.dir.ca.gov/oprl/dprevwagedetermination.htm>

The Contractor and all subcontractors are responsible for reviewing the complete applicable determination, including scope-of-work provisions, footnotes, predetermined increases, apprentice wage rates, holiday provisions, overtime provisions, travel and subsistence provisions, and all other incorporated requirements.

The Contractor is responsible for determining the appropriate craft and classification for each worker based upon the work actually performed. Identification of an anticipated classification in this solicitation does not relieve the Contractor or any subcontractor of responsibility for complying with the applicable DIR determination.

5. DIR Registration

The Contractor and all subcontractors required by law to register with DIR shall maintain current registration throughout performance of the Contract.

The Contractor shall not permit an unregistered subcontractor to perform work where DIR registration is required.

6. Certified Payroll Records

The Contractor and all subcontractors shall prepare, maintain, and submit certified payroll records in accordance with applicable California law and HACSC requirements.

HACSC requires certified payroll reporting for work performed under this Contract at all three (3) project sites.

The Contractor shall be responsible for ensuring that all subcontractors comply with applicable certified payroll requirements.

7. Apprenticeship Requirements

The Contractor and all subcontractors shall comply with applicable California apprenticeship requirements, including requirements concerning the employment of registered apprentices, requests for dispatch, apprentice-to-journeyman ratios, and required training contributions.

8. Contractor Responsibility

The Contractor is responsible for:

- Determining the correct worker classification for work performed;
- Paying the applicable prevailing wage rate;
- Monitoring and paying applicable predetermined increases;
- Making required employer payments;
- Complying with certified payroll requirements;
- Complying with applicable apprenticeship requirements;
- Ensuring subcontractor compliance; and
- Including all prevailing wage and labor compliance costs in its proposal.

Failure by the Contractor to properly account for prevailing wage or labor compliance requirements shall not be grounds for additional compensation from HACSC.

9. No Limitation of Legal Requirements

Nothing contained in this Exhibit is intended to reduce, waive, or limit any obligation imposed by applicable California public works or prevailing wage law. Where a requirement of applicable law is more stringent than a requirement stated in this Exhibit, the applicable legal requirement shall control.

EXHIBIT E

BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE AND CERTIFICATION

For all orders above the limit prescribed in 2 CFR 215, Appendix A, Section 7 (currently \$100,000), the Offeror must complete and sign the following:

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in OMB Circular A-110 and 31 U.S.C. 1352, the "Byrd Anti-Lobbying Amendment."

The offeror, by signing its offer, hereby certifies to the best of their knowledge and belief that:

No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

They will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____