

HEBER PUBLIC UTILITY DISTRICT

REPORT TO BOARD OF DIRECTORS

MEETING DATE: February 18, 2016

FROM: Laura Fischer, General Manager

SUBJECT: Authorize the General Manager to Solicit Proposals for Roofing Old HPUD Offices at 1085 Ingram Avenue

ISSUE:

Shall the Board of Directors authorize the General Manager to solicit proposals for roofing the old office buildings located at 1085 Ingram Avenue?

GENERAL MANAGER'S RECOMMENDATION:

It is recommended that the Board of Directors authorize the General Manager to solicit proposals for roofing the old office buildings located at 1085 Ingram Avenue.

FISCAL IMPACT:

It will cost approximately \$500 to advertise the Request for Proposal. The current Fiscal Year budget includes a total of \$40,000 for repairs to the two old office buildings. Staff estimates the bids for roofing will come in at a total of approximately \$10,000.

DISCUSSION:

The roofing of the two office buildings is included in your Fiscal Year Capital Improvement budget. This is one of the steps needed to repair the buildings for the operation staff to use. Staff has painted the inside and outside of the buildings, ordered new doors, will install lighting for security, new flooring, and make some repairs to the walls. We believe this project can be completed within the budgeted amount.

CONCLUSION:

As this project was included in the capital improvement budget for FY 2015-16, and staff has begun working on some aspect of the building improvements, it is recommended that the Board authorize the General Manager to solicit proposals for the roofing of the two old office buildings located at 1085 Ingram Ave.

ALTERNATIVES:

- 1) Do not authorize the General Manager to solicit proposals for roofing of the office buildings.
- 2) Provide alternate direction to staff to address the need for roof repairs at the old office buildings at 1085 Ingram Ave.

Respectfully Submitted,

Laura Fischer,
General Manager

Attachment: Request for Proposals for Roofing 1085 Ingram Ave.

**HEBER PUBLIC UTILITY DISTRICT –
REQUEST FOR PROPOSAL
ROOFING AT 1085 INGRAM STREET
HEBER, CA 92249**

FEBURARY 22, 2016

**HEBER PUBLIC UTILITY DISTRICT
ROOFING AT 1085 INGRAM STREET**

SECTION I -- INTRODUCTION

The Heber Public Utility District is requesting proposals from professional licensed contractors specializing in the repair of commercial roofs. The purpose of the Request for Proposal (RFP) is to provide the District with both a qualifications-based and competitively bid process that is consistent with the District's purchasing procedures while allowing an equitable bidding process for contractor to submit quotes for these repairs. Work will involve roof repair of existing facilities identified in the scope of work. The identification of proposed work is listed in the scope of work and as recommended by the selected contractor as a result of participating in a field inspection/tour of each roof.

Each bidder, by submitting its bid, represents that it understands the scope of work and its obligation with respect to performance. All bidders must submit their proposals on the forms provided. To be valid, a bid must be received at the place and before the time designated, or prior to any extension granted by an addendum. No bidder may withdraw, adjust or modify its bid for a period of sixty (60) days after the acceptance of bids. Addenda will be provided to each bidder of record and will be placed on file at the location for bidding documents. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the bidder.

Bidder Qualification:

Each bidder, by submitting its bid, represents that it is qualified to perform the scope of the work for which it submits its proposal. It further represents that it can do so in the time specified. Each bidder shall submit with its proposal an experience statement substantially in the form included in Proposal Forms. The Owner may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional or qualified bids will not be accepted.

Work Site Inspection:

In addition to examination of the specification, each prospective bidder shall make whatever other arrangements are necessary to become fully informed regarding all existing and expected conditions and matters which could affect any work or performance of any work in any way, and especially the cost of performing any work. Arrangements may be made for visiting the project area by contacting the Heber Public Utility District. Any failure to fully investigate the site or the foregoing conditions shall not relieve the bidder from the responsibility for estimating properly the difficulty or cost of successfully performing any work. Neither the Owner nor any of its representatives or agents assume the responsibility for any understanding or representation made by the Owner or any of its representatives or agents prior to the execution of a contract pursuant to the specification.

Acceptance or Rejection of Bids:

The contract will be awarded to the lowest, responsive, responsible bidder, provided that all bidders acknowledge the right of the Owner to accept or reject any and all bids and to waive any informality or irregularity in any bid received.

Worker's Compensation Notice:

As required by §1860 of the California Labor Code and in accordance with the provisions of §3700 of said Labor Code, every Contractor shall be required to secure worker's compensation insurance to protect its employees.

In accordance with §1861 of the California Labor Code, the Contractor shall furnish the Owner a notarized statement as follows" "I am aware of the provisions of §3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this contract."

Noncollusion Affidavit:

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Proposal. Signing the Proposal shall also constitute signature of the Noncollusion Affidavit.

Wage Rates:

Notice is hereby given that pursuant to §2774 of the Labor Code of the State of California, the Owner has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holidays and overtime work for each craft, classification, or type of worker required to execute the contract. A copy of said prevailing rate of per diem wages is on file in the principal office of the Owner, to which reference is hereby made for further particulars. Said prevailing wage rate of per diem wages will be made available to any interested party upon request, and a copy thereof shall be posted at each job site. The California prevailing wage decisions may be found at the following web site:

http://www.dir.ca.gov/DLSR/statistics_Research.html

During the performance of this contract the Contractor shall comply with the wage guidelines listed after Item S, Specific Wage Rates for the Project.

Professional Service Agreement:

The professional services agreement that would be used for services performed under this request is attached in Section V: Contract Forms 5 – Agreement.

The specifications setting forth requirements and the work to be performed are comprised of the following:

Section I	Introduction
Section II	Scope of Work
Section III	Submittal Format and Content
Section IV	Proposal Forms
Section V	Contract Forms

SECTION II – SCOPE OF WORK

General Work Location: The work is located at the Heber Public Utility District's Water Plant, which is located at 1085 Ingram Street, Heber, CA 92249. The roofing project will be on the two office buildings at that location. Office building A is located on the north side of the property and office building B is located on the south side of the property.

General Work Description: The contractor will furnish all material, secure all permits, perform all labor necessary, and dispose of old material. The work includes:

- Contractor to include prevailing wage labor rates.
- Permit costs must be included in final contractor proposal
- Overtime costs will not be considered by the Heber Public Utility District
- A preconstruction meeting will take place prior to the commencement of any onsite work. All sub-contractors must be present at meeting. All scheduling of work will be discussed at this meeting.
- Contractor must verify and include all District requirements. This includes but is not limited to, insurance, bonds and business licenses.
- All on site work must be conducted during the hours of 7:00am – 4:00 pm Monday thru Friday.
- All entry points into the District facilities will be locked and unlocked by HPUD staff.
- All materials to be used must be new and in original sealed containers and/or packaging. Protect all materials from inclement weather during transit, storage and installation.
- Contractor is responsible to confirm any and all existing rainwater drain lines, gutters, valley and cap metal flashings, etc. are properly functioning before and after all onsite work is complete.
- Product data information and literature verifying physical properties and performance parameters of materials must be maintained at all times during duration of work.
- Contractor shall not proceed with any work that varies from original scope of work until all changes have been submitted to the District's General Manager and approved in writing.
- All roof decks shall be accordance with industry standards and regulatory agencies to provide an adequate slope and designed so that ponding water does not accumulate on roof. Components to be used must meet current code and industry standards for size, quality and applicability as required by manufacturer for proper installation to meet project warranty.

Scope of Work Building A and B:

- Remove all roofing material and adhesives from roof system, parapet walls, roof mounted equipment risers, etc. Expose all existing roof sheathing for inspection.
- Remove all metal cap flashing materials and any other roof mounted metal components to allow reuse after the specified roofing work is complete.
- Replace any damaged or rotted plywood with same size (dimensions) materials as needed. All nailing of new plywood must comply with current building codes.
- All roof drains, overflow drains, vents, ect. Must be properly protected during duration of work. Any missing or damaged materials incurred during construction must be replaced by the contractor with new materials at cost to contractor.
- Install 15# Felt, Heavy 30-Years Asphalt Shingles. Final decision of product, color, adhesives and any other materials to be used will be at the discretion of the HPUD General Manager.
- Provide proper caulking/sealants at all existing roof penetrations per current building code. No silicone based products shall be used.
- Include all associated costs relating to disconnect, reconnect or raising of any and all gas lines. Electrical conduits, refrigeration lines, condensation lines and duct work to accommodate installation of new roof system.
- Encapsulate existing HVAC platform/supports with proper roofing material, caulking/sealants, etc. to prevent any water intrusion.

SECTION III – SUBMITTAL FORMAT AND CONTENT

The Proposal should be submitted in hard copy format. The proposal shall also include the following items:

- Current fee schedule.
- Description of deliverables.
- Past related experience with references from other agencies for roof repairs and/or similar repair projects for public facilities, commercial/light industrial buildings.
- Project estimated cost.
- Insurance Certificate.

Sealed proposals will be received by the **Heber Public Utility District at 1078 Dogwood Road, Suite 103, Heber, California 92249** until **10:00 a.m.**, prevailing local time, **Friday, March 11, 2016** for the improvements of the Heber Public Utility District – Roofing at 1085 Ingram St., Heber, CA. At such time proposals will be publicly opened and read aloud.

Pursuant to Section 1773 of the Labor Code, the general prevailing rate of wages in the County in which the work is to be done has been determined by the Director of the California Department of Industrial Relations and are listed in the Instruction for Bidders section of the Specifications.

Bidders are encouraged to visit the Project Site located at **1085 Ingram Avenue, Heber, CA 92249**.

Withdrawal of bids shall not be permitted for a period of sixty (60) days after the date set for the opening thereof.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 01, 2015) unless registered with the California Department of Industrial Relations pursuant to the California Labor Code section 1725.5 [with limited exception from this requirement for bid purposes only under California Labor Code section 1771.1(a)].

Copies of the Bid Package are available for examination without charge during normal business hours at the office of the Heber Public Utility District:

Heber Public Utility District
1078 Dogwood Road, Suite 103
Heber, CA 92249
(760) 482-2440

Technical questions shall be addressed to Laura Fischer. Copies of the Bid Package may be obtained from The Heber Public Utility District, 1078 Dogwood Road, Suite 103, Heber, CA, 92249, (760) 482-2440 by requesting a copy of the Bid Package.

Dated: February 22, 2016

Raquel R. Carrillo, Clerk of the Board

Published: Imperial Valley Press

Wednesday, February 24, 2016
Friday, February 26, 2016

SECTION IV -- PROPOSAL FORMS

1 -- PROPOSAL FORMS

CONTRACTOR

The undersigned hereby proposes to the Heber Public Utility District to furnish all labor, technical and professional services, supervision, materials, and equipment and to perform all operations necessary and required to complete the **HEBER PUBLIC UTILITY DISTRICT ROOFING PROJECT LOCATED AT 1085 INGRAM AVENUE, HEBER, CA.**

The work shall be completed in accordance with the provisions of this document and the associated drawings, and at the prices stated opposite the respective items set forth in the Schedule of Items and Prices attached hereto.

The undersigned agrees that this Proposal constitutes a firm offer to the Owner which cannot be withdrawn for sixty (60) calendar days from and after the date set for opening of proposals, or until a contract is fully executed by the Owner and a third party, whichever is earlier.

The undersigned certifies that it has examined and is fully familiar with all of the provisions of this document, the drawings and any addenda thereto; that it has carefully checked all of the words and figures shown in its Schedule of Items and Prices; that it has carefully reviewed the accuracy of all statements in this proposal and attachments hereto; and it understands and agrees that the Owner will not be responsible for any errors or omissions on the part of the undersigned in preparing this proposal.

The undersigned represents that it has made careful examination of this document and the drawings and by examination of the actual site conditions has satisfied itself as to the nature and location of all work, the general and local conditions to be encountered in the performance of any work and all other matters which can in any way affect the work or the cost thereof.

If awarded a contract, the undersigned agrees to execute and deliver to the Heber Public Utility District within ten (10) calendar days, a signed contract, the necessary insurance certificates, and all other required documents. Upon receipt of a notice to proceed, the undersigned shall complete all work within sixty (20) calendar days.

The undersigned certifies that it is now licensed in the appropriate trade in accordance with the provisions of the Contractor's License Law of the State of California, and the number of said license is _____ and that said license expires _____, 20_____.

Bidder: _____

(SEAL)By: _____

Title

(Type or print name)

BIDDER'S BUSINESS ADDRESS

Dated:

NOTE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

2 -- SCHEDULE OF ITEMS AND PRICES

**PROPOSAL
FOR
HEBER PUBLIC UTILITY DISTRICT
ROOFING PROJECT AT 1085 INGRAM AVENUE, HEBER, CA**

TO THE HEBER PUBLIC UTILITY DISTRICT, AS OWNER

In accordance with the OWNER'S INVITATION FOR PROPOSALS, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor and incidentals new and free from defect required for the above stated project as set forth in the Plans, Specifications and contract documents and any addenda, thereto, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, INSTRUCTIONS TO BIDDERS, Addendum(a), and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with the Owner at the unit and/or lump sum prices set forth in the following BID SCHEDULE. The Bidder shall include all costs associated with all items contained within the specifications or any issued addenda. In the event items are identified within the contents of the specifications which are not clearly designated within the bid schedule, those items shall be regarded as incidental and the associated costs shall be assigned to the most appropriate Bid Item. The BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to the Owner of the BIDDER'S BOND accompanying this proposal.

BIDDER understands that a bid is required for the entire work that the estimated quantities set forth in the BID SCHEDULE are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE OWNER RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY ILLUSTRATED AND TO DELETE ANY ITEM FROM THE CONTRACT. If the amount of a bid quantity is decreased more than twenty-five percent (25%) for an item with a value greater than \$10,000.00, then the unit price of that item is subject to negotiation. The Contractor shall substantiate the increase in unit price by demonstrating the impact in terms of costs resultant from the decreased quantities. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, bonds, insurance, taxes, royalties, transportation, permits, and fees.

In case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and the accurate and mathematically correct summation of the total bid item amounts shall govern over the total for comparison summation figure and words listed on the proposal form.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary insurance certificates within ten (10) calendar days after the date of the issuance of the notice of award to the BIDDER, this bid and the acceptance hereof may, at the Owner's option, be considered null and void.

3 -- BID SCHEDULE

COMPLETION OF ALL SCOPE OF WORK FOR THIS PROJECT IN FULL ENTIRETY

\$ _____
(FIGURES)

(WORDS)

4 -- LIST OF PROPOSED SUBCONTRACTORS

If awarded the contract, the bidder proposes to employ the following subcontractors which will perform work or labor or render service to the bidder in or about the construction of the work in an amount in excess of one-half of one percent (0.50%) of the total amount bid. The bidder shall not be allowed to substitute another subcontractor for the subcontractor listed below without the written approval of the Owner. If no subcontract work is proposed, except within the one-half of one percent (0.50%) limit set forth above, the bidder shall so state.

	Name and Address of Subcontractor	Description of Work to be Subcontracted	Subcontractor's License No.
1.	_____ Name _____	_____	_____
	_____ Address	_____	_____
2.	_____ Name _____	_____	_____
	_____ Address	_____	_____
3.	_____ Name _____	_____	_____
	_____ Address	_____	_____
4.	_____ Name _____	_____	_____
	_____ Address	_____	_____
5.	_____ Name _____	_____	_____
	_____ Address	_____	_____

5 -- MAJOR MATERIAL SUPPLIERS INFORMATION

The bidder shall indicate opposite each item of equipment or material listed below the name of the manufacturer and supplier of the equipment or material proposed to be furnished under the bid.

	MANUFACTURER	SUPPLIER
1. Asphalt Shingles	_____	_____
_____	_____	
_____	_____	
2. Felt	_____	_____
_____	_____	
_____	_____	
3.	_____	_____
_____	_____	
_____	_____	
4.	_____	_____
_____	_____	
_____	_____	
5.	_____	_____
_____	_____	
_____	_____	
6.	_____	_____
_____	_____	
_____	_____	
7.	_____	_____
_____	_____	
_____	_____	

Awarding of a contract under this bid will not imply approval by the Owner of the manufacturers or suppliers listed by the bidder. No substitution will be permitted after the bid opening unless equipment or material of the listed manufacturer or suppliers cannot meet the specifications.

6 -- EXPERIENCE STATEMENT

The bidder shall submit, as a part of its proposal, the following statements as to its experience qualifications. The bidder certifies that all statements and information set forth are true and accurate.

- a. The bidder has been engaged in the contracting business under its present business name for _____ years.
- b. Experience in work of nature similar in type and magnitude to that set forth in the specification extends over a period of _____ years.
- c. The bidder, as Contractor, has satisfactorily completed all contracts awarded to it, except as follows: (Name any and all exceptions and reasons therefore. Bidder should attach additional pages if necessary.)
 - 1. _____
 - 2. _____
- d. The following contracts covering work similar in type and magnitude to that set forth in the specification have been satisfactorily completed within the last five (5) years for the following owners (person, firms or authorities): It is acceptable to provide an attached list of projects in lieu of the form below

	Name Owner	Tel. No.	Year Completed	Type of Work	Contract Amount (Rounded to Closest Thousand Dollars)
1.					
2.					
3.					
4.					
5.					
6.					

7 -- CONTRACTOR'S CERTIFICATION OF PREVAILING WAGE REQUIREMENTS

I hereby certify that I have reviewed the construction contract requirements imposed on the Contractor and fully understand all my obligations if the project is awarded to me, including the necessity to pay prevailing wage rates and provide certified payroll forms. I hereby fully understand State of California Department of Industrial Relations Wage Determinations apply to this project. The pertinent requirements and wage rates are on file at the office of the Engineer, The Holt Group, Inc., 1601 N. Imperial Avenue, El Centro, California 92243 and also included within this document. In addition, it is the Contractor's responsibility to review the works' classifications and wage rates to insure inclusion of the Contractor's workers' classifications. If the workers' classifications are not included within the aforementioned wage rates, the Contractor shall notify the awarding agency immediately to obtain the adequate classifications and wage rates prior to mobilization.

**HEBER PUBLIC UTILITY DISTRICT
ROOFING PROJECT AT 1085 INGRAM AVENUE, HEBER, CA**

Name of Contractor

Signature

Address

Date

8 -- CONTRACTOR'S CERTIFICATE OF WORKER'S COMPENSATION

Labor Code Section 3700 in relevant part provides:

"Every employer except the State shall secure the payment in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his/her employees."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the work of this contract.

**HEBER PUBLIC UTILITY DISTRICT
ROOFING PROJECT AT 1085 INGRAM AVENUE, HEBER, CA**

Name of Contractor

Address

Signature

Date

(In accordance with Article 5 {commencing at Section 1860}, Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

9 -- NONCOLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the Heber Public Utility District

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Name of Contractor

Address

Signature: _____

Date: _____

SECTION V -- CONTRACT FORMS

1 -- NOTICE OF AWARD

TO:

ATTENTION:

PROJECT DESCRIPTION:

**HEBER PUBLIC UTILITY DISTRICT
ROOFING PROJECT AT 1085 INGRAM AVENUE, HEBER, CA**

The Owner has considered the bid submitted by you for the above described work in response to its Advertisement for bids dated _____, and Information for Bidders.

You are hereby notified that your bid has been accepted as listed on the Schedule of Items and Prices contained within the proposal in the amount of \$_____.

You are required by the Information for Bidders to execute the Agreement and furnish the required Certificates of Insurance, Performance Bond and Payment Bond within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Certificates of Insurance and Bonds within ten (10) Calendar days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of the Notice of Award to the **OWNER**.

Dated this _____ day of _____, 2016.

Heber Public Utility District

By: _____

Title: _____

2 -- ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____, this _____ day of _____, 2016.

By: _____

Title: _____

3 -- INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's execution of the work whether such execution be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Such claims shall include:

- a. Claims under workmen's compensation, disability benefits and other similar employee benefit acts.
- b. Claims for damages because of bodily injury, occupational sickness or disease, or death of his/her employees.
- c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his/her employees.
- d. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person.
- e. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

Certificates of Insurance acceptable to the owner shall be filed with the owner prior to commencement of the work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled unless at least fifteen (15) days prior written notice has been given to the owner.

The Contractor shall procure and maintain, at his/her own expense, during the contract time, liability insurance as hereinafter specified.

Contractor's General Public Liability and Property Damage Insurance including vehicle coverage issued to the Contractor and protecting him from all claims for destruction of or damage to property, arising out of or in connection with any operations under the contract documents, whether such operations be by himself or by any subcontractor under him or anyone directly or indirectly employed by the Contractor or by a subcontractor under him. Insurance shall be written with a limit of liability of not less than \$1,000,000.00 for all damages arising out of bodily injury, including death, at any one time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000.00 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$1,000,000.00 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000.00 for all aggregate for any such damage sustained by two or more persons in any one accident. The Policy shall name as the insured the Contractor, the Heber Public Utility District.

The Contractor shall acquire and maintain Extended Coverage insurance upon the project to the full insurable value thereof for the benefit of the owner, the Contractor, and subcontractors as their interest may appear. This provision shall in no way release the Contractor from obligation under the Contract Documents to fully complete the project.

The Contractor shall procure and maintain at his/her own expense, during the contract time, in accordance with the provisions of the laws of the state in which the work is performed, Worker's Compensation Insurance, including occupational disease provisions for all of his/her employees at the site of the project and in case any work is sublet, the Contractor shall require such subcontractor similarly to provide Worker's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project are not protected under the Worker's Compensation statute, the Contractor shall provide adequate and suitable insurance for the protection of his/her employees not otherwise covered.

4 -- CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, Steve Walker, the duly authorized and acting legal representative of Heber Public Utility District, do hereby certify as follows:

I have examined the attached Insurance Certificates and the manner of execution thereof, and I am of the opinion that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof. I also am of the opinion that the Contractor's insurance coverage complies with the requirements of the contract.

Steve Walker, HPUD District Attorney

Date

5 -- AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2016 by and between the Heber Public Utility District hereinafter called the Owner, and _____, doing business as a corporation _____, hereinafter called CONTRACTOR.

Witnesseth: that for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will commence and complete the construction of the **HEBER PUBLIC UTILITY DISTRICT ROOFING PROJECT LOCATED AT 1085 INGRAM AVENUE, HEBER, CA.**
2. The Contractor will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the project described herein.
3. The Contractor will commence the work required by the Contract Documents within ten (10) calendar days after the date of the Notice to Proceed and will complete the same within twenty (20) calendar days unless the period for completion is extended otherwise by the Contract Documents.
4. The Contractor agrees to perform all of the work described in the Contract Documents and comply with the terms therein for the sum of \$ _____.
5. The term "Contract Documents" means and includes the following:
6. The Owner will pay to the Contractor such amounts as required by the Contract Documents.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement which shall be deemed an original on the date first above written.

Owner: [SEAL]

Heber Public Utility District
1078 Dogwood Road, Suite 103
Heber, CA 92249

By: _____
Laura Fischer

Title: General Manager
Heber Public Utility District

ATTEST:

Title: _____
Raquel Carrillo, Clerk of the Board

CONTRACTOR:

6 -- NOTICE TO PROCEED

TO:

DATE:

PROJECT: **HEBER PUBLIC UTILITY DISTRICT -
ROOFING PROJECT AT 1085 INGRAM
AVE., HEBER, CA**

You are hereby notified to commence work in accordance with the Agreement dated _____, within 10 days of the receipt of this document on or before _____, and you are to complete the work within twenty (20) consecutive calendar days thereafter. The date of completion of all work is therefore _____.

OWNER: Heber Public Utility District

(signature)

By: Laura Fischer
Title: General Manager, Heber Public Utility District

By: _____

Name:

Address:

Employer Identification Number:

Telephone Number: _____

License Number: _____

7 -- INDEMNIFICATION

The Contractor will indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use therefrom; and is caused in whole or in part by any negligent or will act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the Owner or the Engineer, or any of their agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, its agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications.

8 -- GUARANTEE

The Contractor shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of Substantial Completion. The Contractor warrants and guarantees for a period of one (1) year from the date of Substantial Completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of the damage of other parts of the system resulting from such defects. The Owner shall give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred.

9 -- TAXES

The Contractor shall pay all sales, consumer, use and other similar taxes required by the laws of the Heber Public Utility District, State of California, United States of America.

10 -- CLEAN UP

The Contractor shall at all times keep the premises occupied by him and access to such premises in a neat, clean and safe condition. Upon completion of any Work, the Contractor shall promptly remove all his equipment, temporary structures, and surplus construction and other materials not to be used at or near the same location during later stages of work. At the completion of every work day, the contractor shall secure all equipment, tools, material and supplies in a safe manner to ensure public safety. The contractor shall ensure that the work site is safe for the public at all times. Upon completion of any work and before final payment is made, the Contractor shall, at his expense, satisfactorily dispose of all plants, buildings,

rubbish, unused materials, concrete forms and other equipment and materials belonging to him or used in the performance of work and the Contractor shall leave the premises in a neat, clean and safe condition. In the event of the Contractor's failure to comply with any of the foregoing, the same may be accomplished by the Owner at the Contractor's expense.