



**ACTION SHEET**  
**CITY COUNCIL COMMITTEE MEETING OF 02/12/14**  
**ITEM FROM FINANCE COMMITTEE MEETING OF 02/03/14**

**ISSUE:**

16. Request for Approval of Professional Services Agreement – Fort Marcy Swimming Pool Roof and Sky Light Replacement and Renovation Project; Cooperative Educational Services and Roof Care. (Lisa Martinez)

**FINANCE COMMITTEE ACTION: APPROVED AS DISCUSSION ITEM**

Requested approval of professional services agreement for Fort Marcy Swimming Pool roof and sky light replacement and renovation project with Cooperative Educational Services and Roof Care in the amount of \$110,567.27. Budget is available in CIP Bond Reallocation Fund.

**SPECIAL CONDITIONS OR AMENDMENTS**

**STAFF FOLLOW-UP:**

What are the warranties.

<b>VOTE</b>	<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAIN</b>
COUNCILOR BUSHEE	X		
COUNCILOR CALVERT	Excused		
COUNCILOR DIMAS	X		
COUNCILOR IVES	X		
CHAIRPERSON DOMINGUEZ			

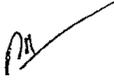
3-19-12/FCMissue

# City of Santa Fe, New Mexico

# memo

**DATE:** January 28, 2014

**TO:** Finance Committee

**FROM:** Robert Rodarte, Officer  
Purchasing Division 

**VIA:** Marcos A. Tapia, Director  
Finance Department 

**ISSUE:** Procurement of Roof Repair Services: Fort Marcy Complex  
Method of Procurement: Cooperative 2012-001B  
Vendor: Cooperative Educational Services/Roof Care

**SUMMARY:**

The Public Works Division is requesting approval for roofing services, for the Fort Marcy Complex, from the aforementioned Cooperative Contract, in the total amount of \$110,567.27. The vendor under this contract is Cooperative Educational Services/Roof Care.

An itemized breakdown of the services and cost related to the procurement is provided.

The Public Works Division is also requesting the use of this Cooperative Contract for smaller repairs and maintenance that may occur up to year ending 6/30/2014. Any transactions that may exceed the \$50,000 threshold will be brought forward to the Council for approval. The cumulative smaller transactions will not be allowed to exceed \$50,000.

By City policy, the City can use State, Federal Price or Cooperative Agreements without having to bid the items on its own. By City policy, procurement from State or Federal Price Agreements over \$50,000.00, require City Council approval (City Purchasing Manual Section 11.1).

**ACTION:**

It is requested that this procurement to Cooperative Educational Services/Roof Care, for roofing services, from the Cooperative Price Agreement 2012-001B, in the amount of \$110,567.27, be reviewed, approved and submitted to the City Council for its consideration.

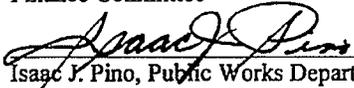
# City of Santa Fe, New Mexico

## memo

DATE: January 27, 2014

TO: Finance Committee

VIA:

  
Isaac J. Pino, Public Works Department Director

FROM: Lisa D. Martinez, Project Administrator

### ITEM & ISSUE

Fort Marcy Pool Roof and Skylight (Clerestory Window) Replacement and Renovation Project:

Request approval of Professional Services Agreement with Cooperative Educational Services (CES) and Roof Care - (\$110,567.27).

### BACKGROUND & SUMMARY

For some time, the Fort Marcy Complex Swimming Pool has required significant roof repairs due to the aging roofing system. During inclement weather, rains produce significant leaks along the edge of each of the four roof sections, skylight (clerestory windows) leak and are lifted out of place with heavy winds. As a result, water, dirt and debris fall into the pool, and water leaks occur above lighting fixtures, requiring frequent closures of the pool facility. A new roofing/skylight system will address the numerous safety concerns associated with the four separate roof levels above the pool. Despite repairs that have been made over the years, maintaining the roof continues to be a challenge and there is little that can be done to address the cracks in the existing clerestory windows and the associated flashing design that allows a significant amount of moisture penetration into the building.

This last September, the City of Santa Fe contracted with a roofing company specializing in the performance of Infrared Thermography to evaluate the roof condition. The roof evaluation resulted in a recommendation for full roof replacement on the lowest portion of the roof (Section "I" as noted in proposal), corrective repairs on the additional three roofs (Sections "J,H and K" as noted in the proposal), and full removal and replacement of the four large skylight (clerestory window) sections of the roof. We have reviewed proposals with contractors for various types of roofing and skylight systems and have determined the attached proposal from Cooperative Educational Services/Roof Care will provide the most appropriate roofing and skylight system for this facility. Section "I" as a full roof replacement, will include a 15 year manufacturer's warranty.

Three quotes were received for this work – two for the roofing systems and one individual quote for the skylight system. Cooperative Educational Services (CES)/Roof Care's quote provided the most comprehensive detailed merger of the roofing/skylight systems for the work described in attached Exhibit A. Quotes were as follows:

Cooperative Educational Services (CES)/Roof Care \$110,567.27 (Exhibit A)

Lockwood Construction: \$69,615(Skylight Replacement)+\$3,348(Roof Repair) (Exhibit B-1)

▪ Note: Quote does not include a price to replace Section "I". Quote was requested, but not received.

Alex's Roofing/Advanced Skylight Systems Inc.: \$37,079.80 (Skylight Replacement only) (Exhibit B-2)

▪ Note: Advanced Skylight Systems Inc. is partnering with CES/Roof Care on this project. Alex's Roofing never provided a quote for the roofing portion of the project.

Centimark: Requested a quote but it was never provided.

### REQUESTED ACTION:

- Approval of an agreement with CES/Roof Care for Roof and Skylight Repairs/Replacements in the amount of \$110,567.27 Budget is available with 2013 CIP Bond Reallocation Funds (Business Unit/Line Item #32125.572500.0112900).
- Forwarding and recommendation of approval to the governing body for their consideration.



March 3, 2013

Louis Zalna  
 ROOFCARE  
 609 Broadway NE  
 Albuquerque, NM 87102

Re: Contract Amendment to Standardize the CES Contract Flow Contract #:

- |                      |                      |
|----------------------|----------------------|
| 2012-001B 914-261 RC | 2012-001B 914-266 RC |
| 2012-001B 914-262 RC | 2012-001B 914-267 RC |
| 2012-001B 914-263 RC | 2012-001B 914-268 RC |
| 2012-001B 914-264 RC | 2012-001B 914-269 RC |
| 2012-001B 914-265 RC |                      |

Dear Louis Zalna:

This letter is to notify you that the Flow of Transactions listed in the above referenced contract(s) is amended to read as indicated below. This revision is to standardize the process across all contracts and eliminate the confusion in the procedure.

The flow of transactions for procurement under this contract will be as follows:

1. CES Members/Participating Entities contract and engage the contractor.
2. Contractor provides quote/cost proposal to Member/Participating Entity that includes the CES one percent (1%) administration fee.
3. If acceptable, the Member/Participating Entity issues CES a purchase order for the quoted amount.
4. CES verifies the quote with the contractor's solicitation response and issues a purchase order to the contractor for one percent (1%) less than the contractor's quote to the Member/Participating Entity.
5. The contractor provides the items or services and invoices CES for the amount of CES' purchase order to the contractor.
6. CES invoices the Member/Participating Entity.
7. The Member/Participating Entity pays CES.
8. After receipt of the Member/Participating Entity payment, CES pays the contractor for items and services delivered and accepted by the Member/Participating Entity, not to exceed the purchase order amount.

Please sign and return this letter to indicate your receipt and agreement to the change. Please let us know if you have any questions or we can be of further assistance.

COOPERATIVE EDUCATIONAL SERVICES

Authorized Signature David Chavez

Date March 3, 2013

Contractor acknowledged receipt of the revised Flow of Transaction

Authorized Signature Louis Zalna  
 Printed Name Louis Zalna

Date 3-7-13

Title CEO

NOTE: Please return a signed copy by March 15, 2013

*"Your New Mexico Procurement Partner Since 1979"*

4216 Halloran Park Road NE • Albuquerque, New Mexico 87110-5801 • www.ces.org • O: 505.344.5470 • F: 505.344.9343



# COOPERATIVE EDUCATIONAL SERVICES

Public Educational Institutions in New Mexico United by a Joint Powers Agreement to Establish an Educational Cooperative

January 19, 2012

## Contract Award Letter

Louis Zaina  
ROOFCARE  
609 Broadway NE  
Albuquerque, NM 87102

Re: ACCEPTANCE OF OFFER and CONTRACT AWARD For:

- 2012-001B-914-261 RC RSMean - JOC Source of Roofing and Protective Coating Products, Inspections, Installation, Maintenance, Repair and Related Products and Services Region 1
- 2012-001B-914-262 RC RSMean - JOC Source of Roofing and Protective Coating Products, Inspections, Installation, Maintenance, Repair and Related Products and Services Region 2
- 2012-001B-914-263 RC RSMean - JOC Source of Roofing and Protective Coating Products, Inspections, Installation, Maintenance, Repair and Related Products and Services Region 3
- 2012-001B-914-264 RC RSMean - JOC Source of Roofing and Protective Coating Products, Inspections, Installation, Maintenance, Repair and Related Products and Services Region 4
- 2012-001B-914-265 RC RSMean - JOC Source of Roofing and Protective Coating Products, Inspections, Installation, Maintenance, Repair and Related Products and Services Region 5
- 2012-001B-914-266 RC RSMean - JOC Source of Roofing and Protective Coating Products, Inspections, Installation, Maintenance, Repair and Related Products and Services Region 6
- 2012-001B-914-267 RC RSMean - JOC Source of Roofing and Protective Coating Products, Inspections, Installation, Maintenance, Repair and Related Products and Services Region 7
- 2012-001B-914-268 RC RSMean - JOC Source of Roofing and Protective Coating Products, Inspections, Installation, Maintenance, Repair and Related Products and Services Region 8
- 2012-001B-914-269 RC RSMean - JOC Source of Roofing and Protective Coating Products, Inspections, Installation, Maintenance, Repair and Related Products and Services Region 9

Dear Mr. Zaina,

On behalf of Cooperative Educational Services (CES), I thank you for responding to our 2012-001B solicitation. The responses have been reviewed and it is my pleasure to inform you that you have been selected to provide the products and services indicated in your response.

The enclosed Acceptance of Offer and Contract Award is from the cover sheet that you submitted in your bid. I suggest that you take this award and place it with your copy of the bid that you submitted. Please read carefully the paragraph above the authorized signature. It outlines the agreement and specifies the term of the award.

We would like to include information concerning your company in our procurement directory called the Blue Book. Each of our members and participating entities receives a copy of this Blue Book. It enables their staff to look up important information concerning each vendor before placing an order. Although space is limited, the description below is intended as a quick reference of your company. If you would like to revise the description, please provide any changes in writing to CES' procurement office.

RoofCARE is a roofing maintenance and repair contractor that provides complete, comprehensive and cost effective roof inspection and maintenance programs to CES Members and Participating Entities. Their highly qualified and experienced staff offers roof evaluation, assessment and consulting services on all types of roofing systems. Call for assistance and price quotes for maintenance and repair services.

On CES' website ([www.nmedu.org](http://www.nmedu.org)), you can download contact information for all of CES' members and participating entities. You are invited to send marketing materials directly to these institutions.

We look forward to working with you. Please let us know if you have questions or if we can be of any further assistance.

Sincerely yours,

Cooperative Educational Services

David Chavez,  
Executive Director  
Ofc: 505.344.5470  
Fax: 505.344.9343

Serving New Mexico Education Since 1979

4216 Balloon Park Road, NE • Albuquerque, New Mexico 87109-5801 • 505.344.5470 • Fax 505.344.9343 • [www.nmedu.org](http://www.nmedu.org)

ACCEPTANCE OF OFFER  
and CONTRACT AWARD

2012-001B

OFFER TO BE COMPLETED BY VENDOR

In compliance with the Request for Proposal, the undersigned warrants that I/we have examined the Instruction to Offerors, and, being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, and supplies incurred in compliance with all terms, conditions, specifications and amendments in this Request for Proposal and any written exceptions in the offer. Signature also certifies understanding and compliance with the certification requirements of the Categorical Terms and Conditions. The under-signed understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to CES as stated in the evaluation section, will be a consideration in making the award.

Company Name Walter Parker Co. LLC, dba RoofCARE

Address 609 Broadway Blvd. NE City Albuquerque State NM Zip 87102

Contract Contact Person Louis Zaina

Authorized Signature [Signature] Printed Name Louis ZAINA

OFFER EXTENDED TO TEXAS SERVICE AGENCIES



If you are willing to enter into a contract with TexBuy (ESC16) Texas Educational Service Center Region 16 under the same terms and conditions as in this RFP, place initials in the box.

ACCEPTANCE OF OFFER AND CONTRACT AWARD TO BE COMPLETED ONLY BY CES

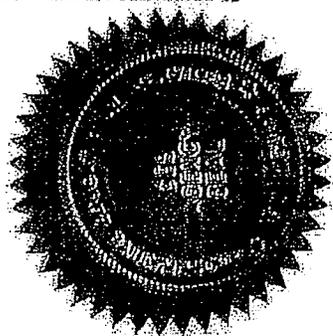
Contract period: It is CES' intent to award a multi-term contract for the specified materials, equipment and services. The initial contract term shall be for one (1) calendar year from the date of contract award. By mutual written agreement between CES and contractor, the contract may be extended for up to three (3) consecutive additional 12-month periods, beginning immediately after expiration of the prior term. However, no contract extension exists unless and until contractor is so notified by CES.

Month-to-month extensions: CES reserves the right to offer month-to-month extensions if that is determined to be in the best interests of Members.

CES Authorized Signature [Signature]

Awarded this 19th day of January 2012

(Place behind Tab 1)



City of Santa Fe, New Mexico

memo

DATE: January 14, 2014

TO: Public Works Committee

VIA:

Isaac J. Pino, Public Works Director
David Pfeifer, Facilities Division Director
Debbie Jo Almager, Recreation Division Director IV For DSA

FROM: Lisa D. Martinez, Project Administrator

ITEM & ISSUE

Fort Marcy Pool Roof and Skylight (Clerestory Window) Replacement and Renovation Project:
Request approval of Professional Services Agreement with Cooperative Educational Services (CES) and Roof Care - (\$110,567.27).

BACKGROUND & SUMMARY

For some time, the Fort Marcy Complex Swimming Pool has required significant roof repairs due to the aging roofing system. During inclement weather, rains produce significant leaks along the edge of each of the four roof sections, skylight (clerestory windows) leak and are lifted out of place with heavy winds. As a result, water, dirt and debris fall into the pool, and water leaks occur above lighting fixtures, requiring frequent closures of the pool facility. A new roofing/skylight system will address the numerous safety concerns associated with the four separate roof levels above the pool. Despite repairs that have been made over the years, maintaining the roof continues to be a challenge and there is little that can be done to address the cracks in the existing clerestory windows and the associated flashing design that allows a significant amount of moisture penetration into the building.

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REQUESTED ACTION:

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## City of Santa Fe Summary of Contracts, Agreements, & Amendments

**Section to be completed by department for each contract or contract amendment**

- |                          |                          |                             |                          |
|--------------------------|--------------------------|-----------------------------|--------------------------|
| 1 FOR: ORIGINAL CONTRACT | <input type="checkbox"/> | CONTRACT AGREEMENT          | <input type="checkbox"/> |
| MAINTENANCE AGREEMENT    | <input type="checkbox"/> | LICENSE AGREEMENT           | <input type="checkbox"/> |
| LEGAL SERVICES AGREEMENT | <input type="checkbox"/> | MEMORANDUM OF UNDERSTANDING | <input type="checkbox"/> |
| MEMORANDUM OF AGREEMENT  | <input type="checkbox"/> | JOINT POWERS AGREEMENTS     | <input type="checkbox"/> |
| GRANT AGREEMENTS         | <input type="checkbox"/> | CHANGE ORDERS               | <input type="checkbox"/> |

2 Name of Contractor Cooperative Educational Services and Roof Care

3 Complete information requested  Plus GRT

Original Contract Amount: \$110,567.27

Inclusive of GRT

Termination Date: December 31, 2014

Approved by Council Date: \_\_\_\_\_

or by City Manager Date: \_\_\_\_\_

**Contract is for:** Ft. Marcy Swimming Pool Roof and Sky Light Replacement and Renovation Project

Amendment # \_\_\_\_\_ to the Original Contract# \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to: \_\_\_\_\_

Approved by Council Date: \_\_\_\_\_

or by City Manager Date: \_\_\_\_\_

**Amendment is for:**

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments)  Plus GRT

Inclusive of GRT

Amount \$ \_\_\_\_\_ of original Contract# \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Total of Original Contract plus all amendments: \$ 110,567.27



CITY OF SANTA FE  
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Cooperative Educational Services and Roof Care (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

A. Perform the roof and skylight replacement and renovation project at Fort Marcy Pool. Work will require the provision of drawings stamped by a New Mexico licensed architect to secure the necessary permits. Work shall include the removal, disposal, and subsequent installation of four new large skylights (clerestory windows) that are to be manufactured with 16mm PolyGal Tri-Wall polycarbonate panels. Skylights are to be furnished and installed by Advanced Skylight Systems Incorporated and will include a 10 year warranty against leakage, defects in materials and workmanship. Work shall further include the removal and disposal of two roof systems covering Section I as specified in the Scope of Work and attached Quote from Roof Care. Materials shall be removed down to the roof deck. ISO Insulation shall be installed to meet R38 code requirements and shall be tapered to

drain in accordance with applicable code specifications. All joints shall be sealed, bond primer shall be applied to parapet wall surfaces and foundation coats and finish coats shall be applied as specified in the Scope of Work and Quote from Roof Care. Section I will include a 15 year manufacturer's NDL warranty. Work shall further include corrective repairs on the roof sections identified as J, H, and K. Work along roof perimeters and penetrations shall include new modified drip edges, new flashing on the modified drip edges, new pitch pans around the structural metal supports and corrective roof repairs from plastic cement and fiberglass fabric - aluminized. All work to be performed shall be in accordance with the Scope of Work and Quote from Roof Care Exhibit A attached and made part of this Agreement.

B. Weather permitting, the work shall be completed in ten (10) working days after the issuance to the Notice-to-Proceed.

## 2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

## 3. COMPENSATION

A. The City shall pay to the Contractor in full

payment for services rendered, a sum not to exceed one hundred ten thousand five hundred sixty seven dollars twenty seven cents (\$110,567.27), inclusive of applicable gross receipts taxes for the term of this Agreement.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, which ever occurs last, and terminate on June 30 2014 unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon 10 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) Compensation is not based upon hourly rates for services rendered, therefore the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this contract.

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the

amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for

Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation

of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees

that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed,

color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:  
Public Works Department  
P.O. Box 909  
Santa Fe, NM 87504

Contractor:  
Cooperative Educational  
Services and Roof Care  
609 Broadway NE  
Albuquerque, NM

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

CONTRACTOR:  
COOPERATIVE EDUCATIONAL  
SERVICES AND ROOF CARE

\_\_\_\_\_  
DAVID COSS, MAYOR

\_\_\_\_\_  
ARNOLD DEAGUERO, AGENT

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

CRS #03140414006  
City of Santa Fe Business  
Registration#14-00123203

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL  
CITY CLERK

APPROVED AS TO FORM:

*Judith W. Brennan for*  
\_\_\_\_\_  
KELLEY A. BRENNAN,  
INTERIM CITY ATTORNEY

1/21/14

APPROVED:

\_\_\_\_\_  
MARCOS TAPIA, DIRECTOR  
FINANCE DEPARTMENT

32125.572500.0112900  
BUSINESS UNIT/LINE ITEM



## Ft. Marcy Swimming Pool Roof and Sky Light Replacement and Renovation Project



January 3, 2014

*Prepared for:*

**Lisa D. Martinez**  
Project Administrator, Facilities Division  
City of Santa Fe / Public Works Department  
505-955-4043  
505-470-7888 cell  
[ldmartinez1@ci.santa-fe.nm.us](mailto:ldmartinez1@ci.santa-fe.nm.us)

**RE: Ft. Marcy Recreation Center - Pool Roof Replacement and Renovation**

Dear Lisa,

Thank you for the opportunity to provide you this proposal to replace and perform corrective repairs on the roof over the pool at Ft. Marcy Recreation Center. The roof project includes removal and replacement of the four large sky lights, removal and replacement of section I and corrective repairs to the perimeter and penetrations on sections J, H and K. Section I will have a 15 year manufactures NDL warranty.

The following is provided in this proposal:

- Overview of existing roof with field and parapet measurements
- Photos of existing roof
- Scope of work
- Pricing

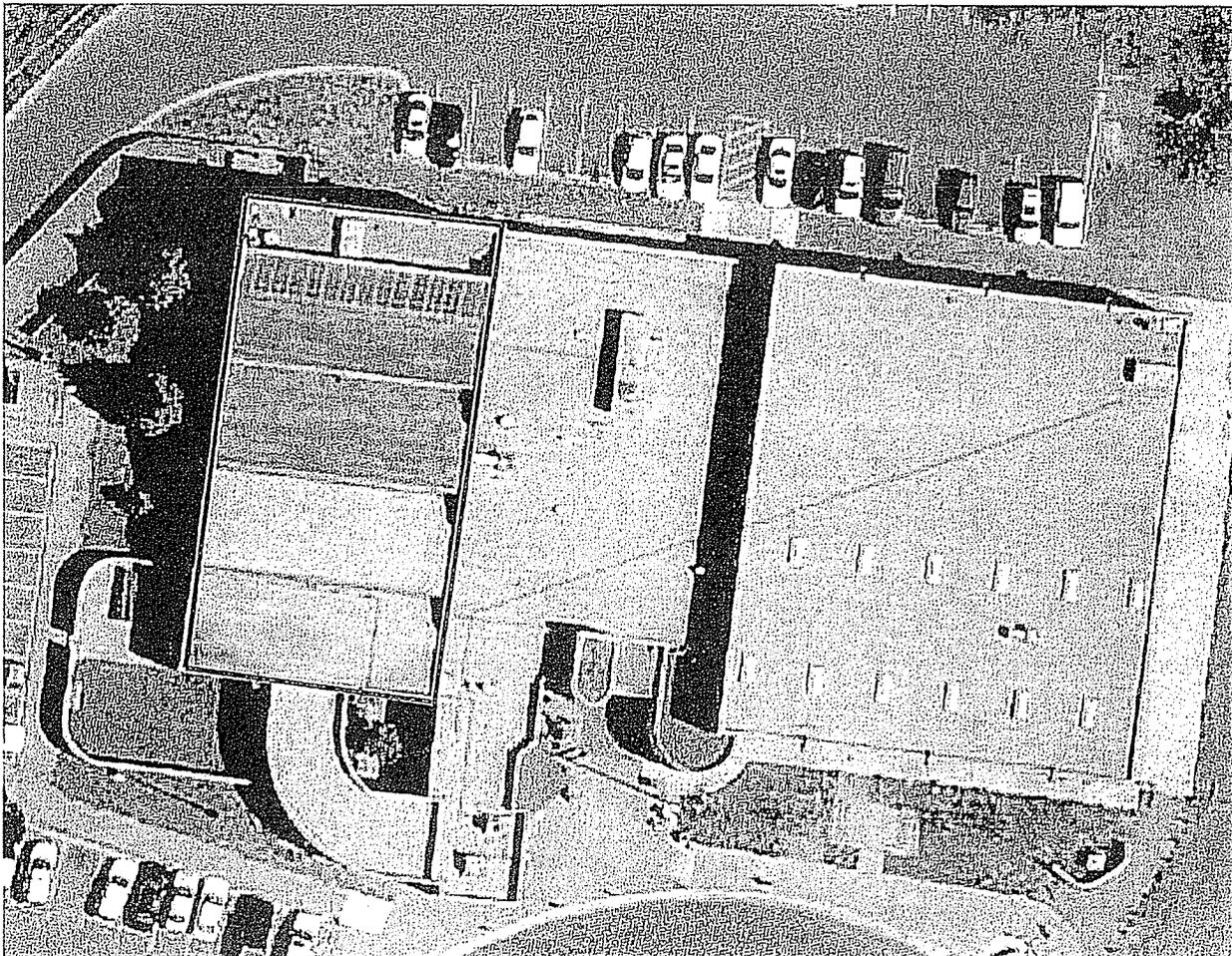
The City of Santa Fe may use our **Cooperative Educational Services (CES) contract #2009-024 914-264**. We appreciate the opportunity to be of service; please call with any questions.

Sincerely,



Arnold DeAgüero  
RoofCARE Territory Manager  
505-366- 1220

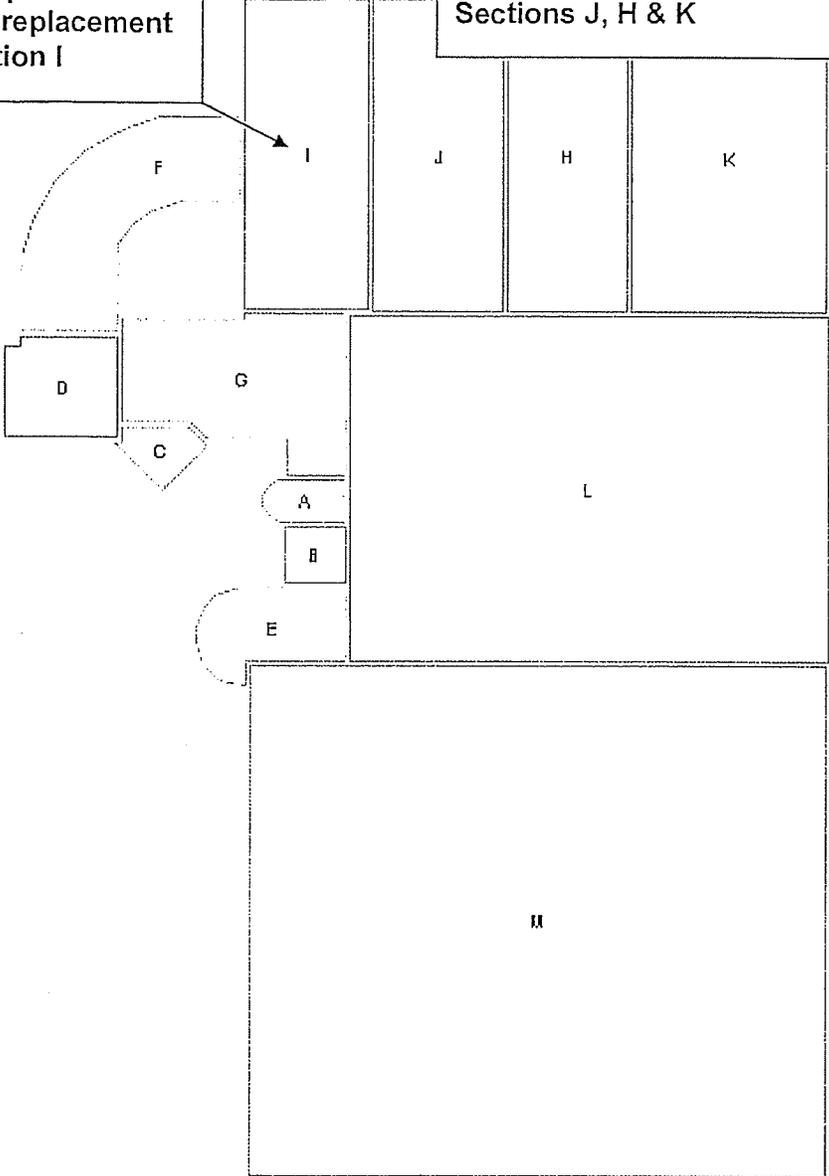
Ft. Marcy Recreation Center - Pool Roof



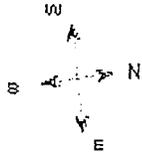
**Roof Sections Diagram**

Complete tare off and replacement Section I

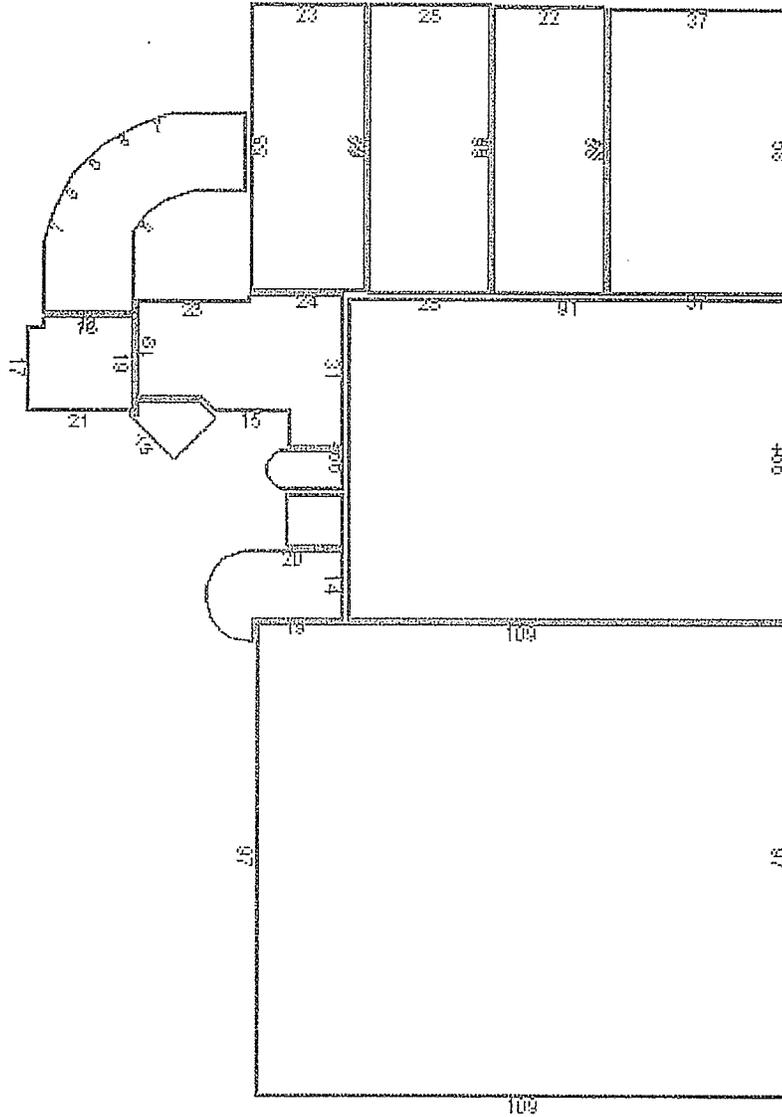
Corrective Repairs on perimeter and penetrations Sections J, H & K



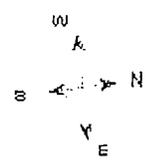
© 2014 Repetitive Roof Systems, LLC



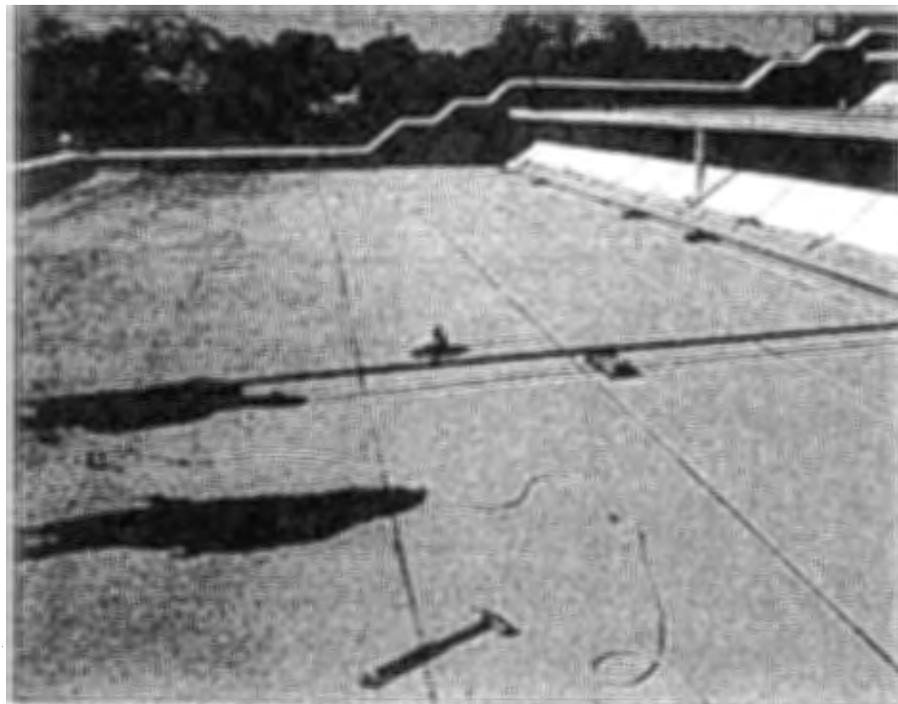
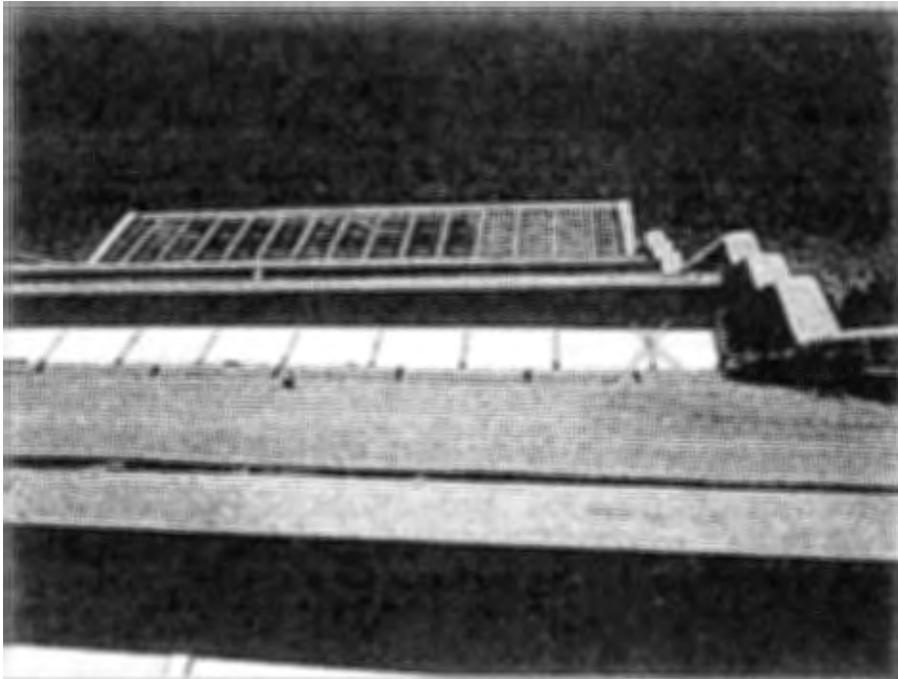
# Length Diagram



© 2000 Architectural Record, Inc.



Photos of Existing Roof



Scope of Work

- Get required permits and architectural stamp
- Remove and install 4 large sky lights
  - ✔ 1- 14' x 58' manufactured with 16mm PolyGal Tri-Wall polycarbonate panels
  - ✔ 3- 43" x 58' manufactured with 16mm PolyGal Tri-Wall polycarbonate panels
  - ✔ Sky lights have a 10 year warranty against leakage, defects in materials and workmanship
  - ✔ Skylights to be furnished and installed by Advanced Skylight Systems Inc.
- Roof Section I
  - ✔ Remove and dispose of entire roof including two roof systems to concrete deck
  - ✔ Install ISO insulation to meet R38 tapered slope to drain
  - ✔ Seal all joints with foundation coat with polyester fabric embedded with addition foundation coat on top at a total rate of 25-40 sq. ft. per gal.
  - ✔ Apply sure bond primer to parapet wall surfaces
  - ✔ Apply foundation coat with polyester fabric embedded with addition foundation coat on top at a total rate of 25-40 sq. ft. per gal to field and parapets
  - ✔ Apply 3 coats of finish coat to entire roof system (white) (parapets will closely match existing color) at a rate of 52.2 sq. ft. per gal.
- Roof Sections J, H and K
  - ✔ Three course all vertical laps with plastic cement and fiberglass fabric – aluminize
  - ✔ Three course all pipes and vents with plastic cement and fiberglass fabric – aluminize
  - ✔ Install a new modified drip edge over the existing drip edge
  - ✔ Flash the modified drip edge in with a #75 base sheet and app cap sheet
  - ✔ Install new pitch pans around the structural metal supports – fill with pourable sealer
- Provide 15 year Manufacture's NDL warranty on section I only

All work will meet or exceed manufacture's specifications and details

### Investment

Roof & Sky Light Replacement and Renovation	\$ 99,707.00
Bonding @ 2.5%	\$ 2,492.68
<b>Sub total</b>	<b>\$102,199.68</b>
NMGRT @ 8.1875%	\$ 8,367.59
<b>TOTAL</b>	<b>\$110,567.27</b>
<p><b>Terms:</b> 40% due at mobilization and periodic billings.</p> <p><b>Proposal expiration:</b> June 3, 2014</p>	<p><b>Please note:</b> It is the responsibility of the City of Santa Fe to ensure the swimming pool is covered and protected from falling debris during sky light replacement, RoofCARE or their subcontractor will not be responsible.</p>

# EXHIBIT B-1

## LOCKWOOD CONSTRUCTION COMPANY

406 Botolph Lane, Suite 3

Santa Fe, NM 87505

Tel. (505) 982-1861 Fax (505) 983-8966

Date 1/18/13

To CITY OF SANTA FE

ATTN.

DAVE PHIEFER

LISA MARTINEZ

From: BILL GREENHALGH

Project MARCY POOL SKYLIGHTS

REF. COST PROPOSAL

LISA MARTINEZ

PLEASE SEE OUR PROPOSAL BELOW FOR THE REPLACEMENT OF THE SKYLIGHTS

### FORT MARCY SKYLIGHTS

1/18/2013

BID	ITEM			ITEM
ITEM	DISCRIPTION	QTY	UNIT	COST
	REMOVE EXISTING NARROW SKYLIGHTS	180	LFT	\$3,960
	REMOVE EXISTING LARGE SKYLIGHT	60	LFT	\$1,980
	FRAME PONEY WALL @ NARROW SKYLIGHTS	180	LFT	\$3,612
	SHEET INT. & EXT.OF PONEY WALLS	320	SFT	\$789
	STUCCO PATCH AS NEEDED	ALLOW		\$1,320
	REROOF AS NEEDED TO NEW SKYLIGHTS	500	SFT	\$3,300
	INSTALL NEW NARROW SKYLIGHTS	240	LFT	\$35,897
	INSTALL LARGE SKYLIGHT	60	LFT	\$17,598
	SAFETY,SCAFFOLDING AND PROTECTION	ALLOW		\$383
	GENERAL CLEAN UP	20	HRS	\$554
	FINAL CLEANUP	8	HRS	\$222
	<b>TOTAL ESTIMATED COST INCLUDING NM GR TAX</b>			<b>\$69,615</b>

\*\*\*\*\*NOTES\*\*\*\*\*

PRICE DOES NOT INCLUDE COST OF BUILDING PERMIT OR ANY CITY OF SANTA FE FEES.

SKYLIGHTS ARE PRICED WITH A MILL FINISH

ROOFING IS PRICED AS 2' APPLIED PATCH TO EXISTING ROOFING.

ALL WORK IS PLANNED TO BE COMPLETED FROM THE OUTSIDE ROOF DECKS

THE EXISTING FRAME WORK FOR THE LARGE SKYLIGHT WILL BE REINFORCED AS NEEDED AND REUSED.

THANK YOU

BILL GREENHALGH

TYP. DRAWING NOT TO SCALE

REDUCE ANGLE OF NEW  
INSTALLATION TBD IN FEILD

UPPER ROOF LEVEL

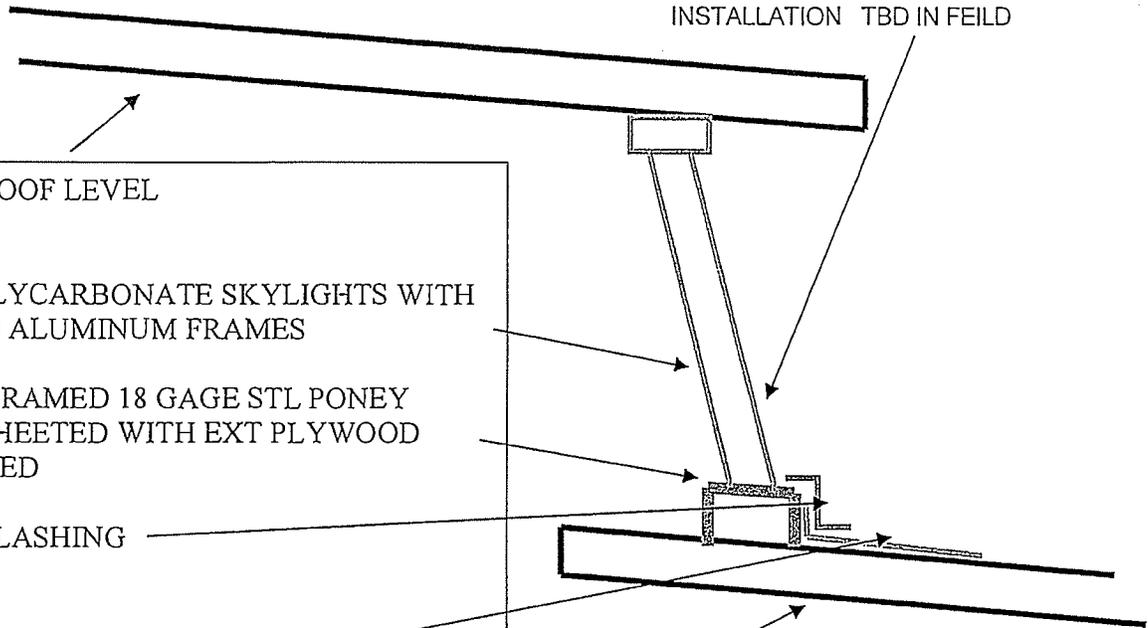
NEW POLYCARBONATE SKYLIGHTS WITH  
WELDED ALUMINUM FRAMES

METAL FRAMED 18 GAGE STL PONEY  
WALL SHEETED WITH EXT PLYWOOD  
AS NEEDED

ALUM. FLASHING

2' WIDE APPLIED ROOF PATCH

LOWER ROOF LEVEL



**MARTINEZ, LISA D.**

**From:** Bill Greenhalgh <BillG@lockwood-construction.com>  
**Sent:** Thursday, December 20, 2012 8:55 AM  
**To:** MARTINEZ, LISA D.  
**Subject:** ROOF REPAIR

LISA  
 PLEASE REVIEW THE ROOF REPAIR PROPOSAL BELOW.

MARCY SWIMMING POOL ROOF

BID	ITEM			ITEM
ITEM	DISCRIPTION	QTY	UNIT	COST
	BARRICADES,SAFETY AND TRAFFIC CONTROL	LUMP SUM		\$145.80
	<b>HEAVY MAINTAINENCE WORK</b>			
	ADD PLASTIC CEMENT @FLASHING LAPS	147	FT	\$247.05
	REFLASH FLASHING WITH BITUMEN	170	FT	\$1,721.25
	SEAL 14 PENETRATIONS,2 CANELS 1 MECH UNIT	17	LOCATIONS	\$1,086.75
	GENERAL & FINAL CLEAN UP	LUMP SUM		\$147.15
	<b>TOTAL ESTIMATEDCOST INCLUDINGMN GR TAX</b>	334		<b>\$3,348.00</b>

AFTER LOOKING AT THIS WITH MY ROOFER, THE ABOVE PLAN IS THE MOST COST EFFECTIVE REPAIR/MAINTENANCE OPTION WE CAN PROVIDE.

WITH THIS WORK COMPLETED IT SHOULD PROVIDE AT LEAST 3 YEARS OF EXTENED LIFE/PROTECTION ON THIS AREA. PLEASE FEEL FREE TO CALL ME IF YOU HAVE ANY QUESTIONS.

THANK YOU AND HAVE A MERRY CHRISTMAS AND A HAPPY NEW YEAR.  
 BILL



PROPOSAL

Proposal Submitted To:

Lisa Martinez  
City of Santa Fe  
Parks and Recreation

Work To Be Performed At:

Fort Marcy Complex  
490 Bishops Lodge Rd.  
Santa Fe NM

We hereby propose to furnish the materials and perform the labor necessary for the completion of the following:

The fabrication, delivery and installation of four self supported lean-to style skylights as manufactured by Advanced Skylight Systems Inc.

One unit to have approximate dimensions of: 14' x 58'

Three units to have approximate dimensions of: 43" x 58"

These skylights are to consist of base frame members, mullions and glazing retainers fabricated from 6063 T-5 extruded aluminum with an integral condensate gutter system to ensure adequate drainage to the exterior. All fasteners will be #10 corrosion resistant tech screws with neoprene gasket washers.

The glazing shall consist of Polygal 16mm Tri-Wall polycarbonate (lexan) panels. This material is available in translucent white, solar bronze, and clear. With an option to utilize Polygal RFX. Samples and product specifications shall be provided along with this proposal.

The skylights shall have fifteen panels each, mounted onto the base frame at 48" intervals. These panels shall be individually removable to enable complete serviceability.

Advanced Skylight Systems Inc. shall coordinate and work in conjunction with roofing contractor, and shall be responsible for the removal and disposal of the existing skylights and the installation of the new units. Advanced Skylight Systems Inc. will not be responsible for covering the swimming pool located directly under the skylights.

All products and materials are guaranteed to be as specified, and the above labor to be performed in a substantial workmanlike manner in accordance with industry standards.

All products shall be guaranteed against leakage and defects in materials and workmanship for a period of ten years.

Phone: 505-343-1433  
Fax: 505-345-9143

ericzs1@aol.com

6312 EDITH NE  
ALBUQUERQUE, NM 87107



The cost for the skylights and glazing options are listed below. The larger unit and its installation costs are listed separately.

One 14' x 58' Skylight:

\$12,537.00 with Polygal 16mm Tri-Wall polycarbonate panels.

\$14,544.00 with Polygal RFX 16mm Tri-Wall polycarbonate panels.

Either option installed at a cost of: \$4000.00

Three 43" x 58' Skylights:

\$3,582.00 ea. with Polygal 16mm Tri-Wall polycarbonate panels.

\$4,178.60 ea. with Polygal RFX 16mm Tri-Wall polycarbonate panels.

Either option installed at a cost of: \$2000.00 ea.

This proposal is respectfully submitted by Eric A Chavez as per Advanced Skylight Systems Inc.

*Phone:* 505-343-1433

*Fax:* 505-345-9143

ericzsl@aol.com

6312 EDITH NE  
ALBUQUERQUE, NM 87107