

**ACTION SHEET
ITEM FROM THE
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING
OF
TUESDAY, AUGUST 5, 2008**

ITEM 8

- CIP PROJECT #527A – FORT MARCY COMPLEX – EMERGENCY RE-ROOFING PROJECT
- REQUEST FOR APPROVAL PROFESSIONAL SERVICES AGREEMENT WITH ALL SEASONS ROOFING TO REMOVE AND REPLACE THE ROOF IN THE AMOUNT OF \$106,875.00
 - REQUEST FOR APPROVAL OF EMERGENCY PROCUREMENT (**JESUS VEGA III**)

PUBLIC WORKS COMMITTEE ACTION: Approved

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP: The amount listed on agenda was incorrect – the amount is \$104,875.00

| VOTE | FOR | AGAINST | ABSTAIN |
|---------------------------|-------------------------------------|----------------|----------------|
| CHAIRPERSON BUSHEE | | | |
| COUNCILOR CALVERT | X | | |
| COUNCILOR CHAVEZ | Not present at this time | | |
| COUNCILOR ROMERO | X | | |
| COUNCILOR TRUJILLO | X | | |

**ACTION SHEET
CITY COUNCIL MEETING OF 08/11/08
ITEM FROM FINANCE COMMITTEE MEETING OF 08/04/08**

ISSUE:

10. REQUEST FOR APPROVAL OF EMERGENCY PROCUREMENT AND PROFESSIONAL SERVICES AGREEMENT – RE-ROOFING PROJECT AT FORT MARCY COMPLEX; ALL SEASONS ROOFING (JESUS VEGA)

FINANCE COMMITTEE ACTION: APPROVED AS DISCUSSION ITEM

Requested approval of emergency procurement and professional services agreement for re-roofing project at Fort Marcy Complex with All Seasons Roofing in the amount of \$104,487.00 plus gross receipts tax. Budget is available in Parks Master Plan Bond Initiative fund.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

| VOTE: | FOR | AGAINST | ABSTAIN |
|----------------------|------------|----------------|----------------|
| COUNCILOR WURZBURGER | X | | |
| COUNCILOR CALVERT | X | | |
| COUNCILOR CHAVEZ | absent | | |
| COUNCILOR DOMINGUEZ | X | | |
| CHAIRPERSON ORTIZ | | | |

City of Santa Fe, New Mexico

memo

DATE: July 25, 2008

TO: Finance Committee

FROM: Jesus G. Vega III, Public Works Project Administrator



ISSUE:

CIP Project # 527A – Fort Marcy Complex – Emergency Re-Roofing project

- Request approval of Professional Services Agreement with All Seasons Roofing to remove and replace the Roof at the Fort Marcy Complex. (\$104,875.00).
- Request Approval of Emergency Procurement.

SUMMARY:

On July 18, 2008 the Fort Marcy Complex requested approval to proceed with emergency renovations to their roof at their facility located on Artist Rd. The Engineering Division received three roofing proposals for the work as follows:

| | |
|-----------------------|-------------------------------|
| L.P. Roofing | \$228,827.50 plus GRT |
| America's Roofing Co. | \$130,000.00 plus GRT |
| All Seasons Roofing | \$104,875.00 inclusive of GRT |

The Engineering Division concurs that the condition of the roof warrants immediate attention to insure the structural integrity of the roofing substrate and walls and to protect the health and welfare of occupants and to protect interior building systems, furniture and equipment from water damage.

Budget

Funds are available from the Parks Master Plan Bond Initiative, BU# 32738.572500

ACTION:

Emergency Procurement and Professional Service Agreement will go to the Public works committee on 7-28-08, Finance Committee on 8-4-08, and City Council on 8-13-08.

Attachments: Memo dated July 24, 2008 – Sole-Source
Professional Services Agreement

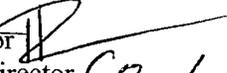
xc/Terrie Rodriguez, Community Services Director
Kancie Hollis, Interim Recreation Division Director
Project File

City of Santa Fe, New Mexico

memo

DATE: July 24, 2008

TO: Robert Rodarte, Purchasing Officer

VIA: Robert Romero, Public Works Director 
Chris Ortega, Engineering Division Director 
Martin A. Valdez, Community Facilities Manager 

FROM: Jesus G. Vega III, Public Works Project Administrator 

ISSUE:

CIP Project #527A- Fort Macy Complex Emergency Re-Roof Project

- Request approval of Emergency Declaration to proceed with roofing renovations (All Seasons Roofing, - \$104,875.00).

SUMMARY:

On July 18, 2008 the Fort Marcy Complex requested approval to proceed with emergency renovations to their roof at their facility located on Artist Rd. The Engineering Division received three roofing proposals for the work as follows:

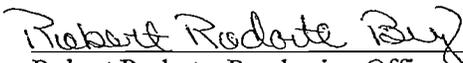
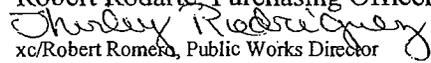
| | |
|-----------------------|-------------------------------|
| L.P. Roofing | \$228,827.50 plus GRT |
| America's Roofing Co. | \$130,000.00 plus GRT |
| All Seasons Roofing | \$104,875.00 inclusive of GRT |

The Engineering Division concurs that the condition of the roof warrants immediate attention to insure the structural integrity of the roofing substrate and walls and to protect the health (mold) and welfare of occupants and to protect interior building systems, furniture and equipment from water damage.

ACTION:

Please approve an "Emergency Declaration" by signing below and issue a purchase order to All Seasons Roofing (\$104,875.00) as recommended.

APPROVED:


Robert Rodarte, Purchasing Officer

xc/Robert Romero, Public Works Director
Chris A. Ortega, Engineering Division Director
Terrie Rodriguez, Community Services Director
Kancie Hollis, Interim Recreation Division Director

07/25/08
Date

City of Santa Fe, New Mexico

memo

DATE: July 24, 2008

TO: Public Works, CIP, Land Use Committee

VIA: Robert Romero, Public Works Director
Chris Ortega, Engineering Division Director *CO*
Martin A. Valdez, Community Facilities Manager *MV*

FROM: Jesus G. Vega III, Public Works Project Administrator *JGV III*

ISSUE:

CIP Project # 527A – Fort Marcy Complex – Emergency Re-Roofing project

- Request approval of Professional Services Agreement with All Seasons Roofing to remove and replace the Roof at the Fort Marcy Complex. (\$104,875.00).
- Request Approval of Emergency Procurement.

SUMMARY:

On July 18, 2008 the Fort Marcy Complex requested approval to proceed with emergency renovations to their roof at their facility located on Artist Rd. The Engineering Division received three roofing proposals for the work as follows:

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| America's Roofing Co. | \$130,000.00 plus GRT |
| All Seasons Roofing | \$104,875.00 inclusive of GRT |

The Engineering Division concurs that the condition of the roof warrants immediate attention to insure the structural integrity of the roofing substrate and walls and to protect the health and welfare of occupants and to protect interior building systems, furniture and equipment from water damage.

Budget

Funds are available from the Parks Master Plan Bond Initiative, BU# 32738.572500

ACTION:

Recommend Approval of the Emergency Procurement and Professional Service Agreement to the Finance Committee and City Council.

Attachments: Memo dated July 23, 2008 – Sole-Source
Professional Services Agreement

xc/Terrie Rodriguez, Community Services Director
Kancie Hollis, Interim Recreation Division Director
Project File

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 All Seasons Roofing (the "Contractor").

The date of this Agreement shall be the date when it is executed by the City.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

Remove and replace the roofing materials at the Fort Marcy Complex as described in the Work Detail and proposal attached hereto as Exhibit A and made part of this Agreement.

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 four eight hundred seventy five dollars (\$104,875.00), inclusive of applicable

of applicable gross receipts taxes. Payment shall be made for services actually rendered.

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.

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 terminate on December 31, 2008, 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) If compensation is not based upon hourly rates for services rendered, 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.

(3) If compensation is based upon hourly rates and expenses, then Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

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:
Engineering Division
P.O. Box 909
Santa Fe, NM 87504-0909

Contractor:
All Seasons Roofing
131 Romera St.
Santa Fe, NM 87501

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

CITY OF SANTA FE:

DAVID COSS, MAYOR

DATE: _____

ATTEST:

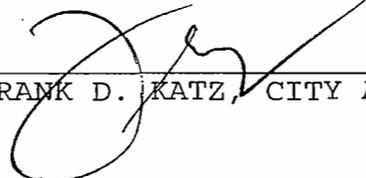
YOLANDA Y. VIGIL
CITY CLERK

CONTRACTOR:
ALL SEASONS ROOFING

APPROVED AS TO FORM:

By: 

FERBIE CORRIZ JR.,
OWNER



FRANK D. KATZ, CITY ATTORNEY

CRS # 02-393071-003
City of Santa Fe Business
Registration # 81888

APPROVED:

DAVID N. MILLICAN, DIRECTOR
FINANCE DEPARTMENT



131 Romero Street Santa Fe, NM 87501

July 18, 2008

City of Santa Fe
200 Lincoln Ave.
Santa Fe, NM 87501
C/O Jesus Vega

Job: Fort Marcy Complex

Re: Roof Inspection @ address listed above

Inspection revealed pool area, offices, entry & weight room area. Roof in very poor condition. Core samples were taken to reveal existing roof systems, several areas revealed multiple roof systems saturated throughout due to severe roof failure. Required by New Mexico code roof systems will have to be discarded.

Inspection revealed existing 2" ISO Insulation throughout, Listed on proposal will be two options regarding that application. In addition to inspection parapets throughout revealed stucco failure, cracking, separating, Which will allow water to enter those areas.

Attached is a proposal from a plasterer/lathing contractor to correct those problems. SE specified area @ entrance holding several inches of water area will require build up to drain. Specified area @ weight room will require build up to drain approx. 1,000 s.f

Gymnasium roof revealed in good condition, parapets also revealed severe cracking which will allow water to enter. Cracking at parapets allow water to enter modified flashing @ parapet in-turn damaging flashing. Recommend flash up 2 feet with new modified flashing throughout perimeter of parapet wall @ gymnasium.

EXHIBIT "A"

ALL SEASONS ROOFING, INC.

131 Romero Street
SANTA FE, NEW MEXICO 87501
(505) 982-3777

PROPOSAL NUMBER: 3270

PROPOSAL

Lic. #81888

TO

CITY OF SANTA FE
P.O BOX 909
120 FEDERAL PLACE STE. 312
C/O JESUS VEGA
SANTA FE NM 87504

| | |
|--|-----------------------|
| PHONE 204-3840 | DATE 7/18/2008 |
| JOB NAME / LOCATION FORT MARCY COMPLEX MAIN BUILDING | |
| FAX # 955-6939 | |
| JOB NUMBER 100190 | JOB PHONE 955-6937 |

We hereby submit specifications and estimates for:

MODIFIED BITUMEN GRANULE SURFACE (RUBBER) ROOF SYSTEM

TEAR OFF & DISPOSE EXISTING SPECIFIED ROOF SYSTEMS

- #75 FIBERGLASS BASE SHEET-----(ONE PLY)
- 4.5 MM MODIFIED BITUMEN----- (ONE PLY)
- ROOF SYSTEM RELIEF VENTS----- (THROUGHOUT)
- 4.5 MM MODIFIED BITUMEN----- (TWO PLYS OVER PENETRATIONS)
- 4.5 MM MODIFIED BITUMEN----- (FLASH PARAPETS/CURBS UP 12")
- FIBER RIBBON/PREMIUM FLASHING CEMENT----- (3 COURSE SEAL PENETRATIONS/CANALES)

12 YEAR LIMITED CONDITIONAL WARRANTY

OPTION # 1---PLEASE ADD \$18,900.00 TO PRICE FOR 2" ISO INSULATION

**OPTION # 2---PLEASE ADD \$10,800.00 TO PRICE FOR 1" PERLITE FIBER BOARD INSULATION
EITHER OPTION TO BE MECHANICALLY FASTENED**

- NOTE: OPTION 1 & 2 FOR INSULATION ARE NOT INCLUDED IN PRICE, AMOUNT WILL BE ADDED UPON APPROVAL
- NOTE: BUILD UP TO DRAIN @ SPECIFIED AREAS INCLUDED IN PRICE BELOW
- NOTE: TEAR OFF & DISPOSAL FEES INCLUDED IN TOTAL COST
- NOTE: PRICE FOR PARAPET PREPARATION IS NOT INCLUDED IN ALL SEASONS PRICE, PLEASE SEE ATTACHED QUOTE FROM MUDDAWG LATH & PLASTER

WE PROPOSE hereby to furnish material and labor — complete in accordance with the above specifications, for the sum of: **Eighty Thousand Nine Hundred Seventy Five and 00/100 Dollars** dollars (\$) **80,975.00**

Payment to be made as follows:

50% DOWN, BALANCE DUE UPON COMPLETION

PRICE EXCLUDES TAX PLEASE ADD NM GRT @ 7.9375% OR ISSUE A TAX EXEMPT CERTIFICATE

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized Signature _____

Note: This proposal may be withdrawn by us if not accepted within **15** days.

ACCEPTANCE OF PROPOSAL —The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance: _____



131 Romero Street Santa Fe, NM 87501

LIST OF REFERENCES

1. Mark Rockaforte---Allied Homes------(505) 474-9594
2. Zachary Shultz-----Strawbale Homes------(505) 470-5669
3. Bob Ortega-----RB Construction------(505) 995-1229
4. Mike Gibbs-----Gibbs & Carlton -----(505) 690-5025
5. Robert Kreger-----Kreger Design Build------(505) 474-5276
6. Mark French-----First National Bank------(505) 992-2000
7. Bernadette Dalton-----Federal Express------(505) 473-5926
8. Rhonda Noble-----Nava Ade Homes------(505) 473-5225

MORE REFERENCES AVAILABLE UPON REQUEST

Muddawg Lath & Plaster

Lic # 94677

P.O. Box 6787 Santa Fe NM 87502

Joe Espinoza (office #) 505-474-6414

Proposal & Contract Exterior

Date: June 30, 2008

C/O
Name: FERBIE CORIZ TO: *Josus Vega*

Address: FT. MARCY COMPLEX

Phone: 780-3102

Job: PAREPET RESTORATION

The undersigned proposes to furnish all material & perform all labor necessary to complete the following

APPLY FIBERGLASS MESH TO 1,600 LINEAR FEET OF PAREPET

APPLY A SYNTHETIC STUCCO COLORCOAT TO MESH.

The price for the above mentioned job: \$5,000.00 Plus tax or exemption certificate.

THE FOLLOWING CONDITIONS APPLY UNDER THIS PRICE

Muddawg Lath & Plaster Inc. Will Provide a One- Year Warranty Labor & Materials

- 1. Muddawg Inc. Shall provide a complete exterior plaster system as listed above.*
- 2. Muddawg Inc. Will cover, protect, and clean all exposed woodwork, doors, windows, stonework, ETC...*
- 3. Muddawg Inc. Will provide workmen's compensation and general liability for all of his employees.*
- 4. Muddawg Inc. Will remove all debris associated with his work at an additional cost to the above mentioned price.*

All of the above work to be completed in a substantial and workmen like manner.

Payment terms of this proposal is to be as following:

Payment to be paid after completion of each coat.

Any alteration or deviation from the above specifications involving extra cost of material of labor will be executed upon written orders for the same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.

Muddawg Inc. Agrees to carry workmen's compensation and public liability insurance. Also to pay all sales tax, old age benefits & labor furnished under this contract, as requested by the United States Government and the state in, which this work is performed.

Owner: Joseph Espinoza

Acceptance of Proposal

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal for which the undersigned agrees to pay the amount mentioned in said proposal, and according to the terms thereof.

Owner/Contractor _____

Date: _____



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 or CONTRACT AMENDMENT

2 Name of Contractor _____

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: _____

Termination Date: _____

Approved by Council Date: _____

or by City Manager Date: _____

Contract is for:

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: \$ _____



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

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# _____ Date: _____

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other _____

6 **Procurement History:** _____
example: (First year of 4 year contract)

7 **Funding Source:** _____ **BU/Line Item:** _____

8 **Any out-of-the ordinary or unusual issues or concerns:**

(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** _____

Phone # _____

10 **Certificate of Insurance attached.** (if original Contract)

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:



131 Romero Street Santa Fe, NM 87501

LIMITED WARRANTY
Modified Bitumen Roof System
SAMPLE

Completion Date:

Limited Warranty: 6 Years, With a conditional extended warranty for 6 additional years.

What is not covered:

1. Repairs due to improper building construction, Building settlement, Defective Stucco Etc.
2. Repairs Required due to acts of God, accidents or damage Caused through no fault of applicator.
3. Repairs made by others.

All Seasons Roofing, (ASR) offers a Limited Warranty on the roof for six years. With a conditional extended Warranty for six additional years as provided herein: The original Building owner Must make an appointment with ASR that occurs before the expiration of the six year term to review the condition of the roof, including anything that might have limited the existing Warranty. The cost for the upgrade work will be 15% of the original contract amount. Once the upgrade work is performed and paid, ASR will extend the Warranty for an additional six years from the end of the original six year term.

NOTE: Any Penetrations made by others following completion of Roofing will VOID Warranty.

Any Repairs by other parties will VOID Warranty.
Any damage done by other parties will VOID Warranty.
Any work performed by other parties will VOID Warranty.

Must present Warranty Certificate to Honor Any Repairs.
Warranty is Transferable. Transfer Fee Applies.

ACORD CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YY) 08/28/2007

Insured:
Insurer:
Agent:

Frank Hines
 IIR International Southwest Agency
 P O Box 90756 87199
 1770 Jefferson NE, Suite 101
 Albuquerque, NM 87109
 (505) 828-4000 ... fax (505) 828-0732

All Seasons Roofing
 131 Romero St
 Santa Fe NM 87501-2551

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A Mountain States Indemnity Company
 COMPANY B Builders Trust of New Mexico
 COMPANY C
 COMPANY D

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| CODE | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|------|--|---------------|----------------------------------|-----------------------------------|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR OWNERS & CONTRACTORS PROT | CPI0115515 | 07/27/2007 | 07/27/2008 | GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 PERSONAL & ADM INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 5,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS | BAI0115515 | 07/27/2007 | 07/27/2008 | COMBINED SINGLE UNIT \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$ |
| | EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS LIABILITY THE PROPRIETARY PARTNER/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL OTHER: | 1293 | 05/01/2007 | 05/01/2008 | <input type="checkbox"/> WC STALL TORY LIMITS <input type="checkbox"/> OTH ER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 |

DESCRIPTION OF OPERATIONS/ACTIVITIES/SPECIAL ITEMS
 2000 Coachmen Trailer 17C3006151L500495
 lost max \$20,000 \$500 deductible Comprehensive \$1,000 deductible Collision

FOR INFORMATION ONLY

IF SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. 10 days notice for non-payment. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.