City of Santa Fe Contract J3 Systems Waste Water Roof Replacement

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and CES/J3 Systems, LLC herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

- A. "Agreement Administrator" means the individual appointed by the City to administer the Price Agreement.
 - B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.
- C. "Price Agreement" means a definite quantity contract or indefinite quantity contract which requires the Contractor to furnish items of tangible personal property or service to the procuring agency which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.
- D. "Products and Services schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.
- E. "You" and "your" refers to CES/J3 Systems, LLC "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. Scope of Work

CES/J3 Systems, LLC shall remove and replace the existing roof on the IP Engineering Building located at the City of Santa Fe Waste Water Treatment Plant. This scope of work shall include but is not limited to:

- 1. Tear-off existing roof(s) down to deck, haul away debris
- 2. Remove existing wood canales, install new clad metal-only canales
- 3. Replace up to (5) sheets of bad decking
- 4. Install 2" flat rigid insulation substrate
- 5. Mechanically attach 1/4" flat rigid cover board substrate
- 6. Install tan clad metal edge cap on parapet walls
- 7. Mechanically attach 60 mil white PVC membrane roof system
- 8. Replace (3) skylights with energy efficient flat glass models
- 9. 20 year material, 10 year labor warranty

See attached proposal dated June 6, 2018 and marked exhibit "A" attached hereto and made a part thereof from J3 Systems, LLC.

See attached specification sheets marked exhibit "B" attached hereto and made a part thereof from J3 Systems, LLC.

See attached CES Award Letter marked exhibit "C" attached hereto and made a part thereof from J3 Systems, LLC.

3. Compensation

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

Deliverable item:	U/I (unit of issue)	Price
01 Waste Water Treatment Plant IP	Building Reroof	\$18,423.00

The total compensation under this Agreement shall not exceed [\$19,977.44] Nineteen Thousand, Nine-Hundred, Seventy-Seven Dollars and Forty-Four Cents - Inclusive of New Mexico gross receipts tax.

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

- A. Acceptance In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.
 - B. Issuance of Orders Only written signed orders are valid under this Price Agreement. A Purchase Order is the approved form for the City issuing Contract Orders under this Price Agreement.
 - C. Payment of Invoice Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be

due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. Term

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on June 30, 2019.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Vendor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the City due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. Termination

- A. <u>Grounds</u>. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.
 - B. <u>Notice</u>; City Opportunity to Cure.
- 1. Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
- 2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
- 3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to

perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. <u>Liability</u>. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; <u>provided</u>, <u>however</u>, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. <u>THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.</u>

8. Amendment

This Price Agreement may be amended by mutual Agreement of the City and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement SHALL NOT AFFECT ANY OUTSTANDING ORDERS issued prior to the effective date of the amendment as mutually agreed upon. Amendments affecting price adjustments and/or extension of contract expiration are not allowed unless specifically provided for in the bid and contract documents.

- A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.
- B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. Status of Contractor

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's 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. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. Assignment

A. Neither this price Agreement nor any orders placed under this price Agreement, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in subparagraph 10B below or as expressly authorized in writing by the City. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this price Agreement.

B. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the City as to goods, services, and materials purchased in connection with this bid are hereby assigned to the City.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

11. Subcontracting

The Contractor shall not subcontract any portion of any services to be performed under this Agreement without written approval from 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. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

12. Non-Collusion

In signing this Agreement, the Vendor/Contractor certifies the Vendor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. <u>Inspection of Plant</u>

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. <u>Commercial Warranty</u>

The Vendor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. Condition of Proposed Items

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. Records and Audit

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, 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. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. Release

The Contractor, upon 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, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **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 prior written approval by the City.

20. Conflict of Interest

- A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.
- B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement

complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

- C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.
- D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. Approval of Contractor Representative(s)

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. Scope of Agreement; Merger

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. Notice

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

24. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise

subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. Applicable Law

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

27. <u>Limitation of Liability</u>

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

28. <u>Incorporation by Reference and Precedence</u>

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

29. Workers' Compensation

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers'

Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

30. Inspection

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

31. <u>Inspection of Services</u>

If this contract is for the purchase of services, the following terms shall apply.

- A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
- C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.
- D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:
- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
 - (2) reduce the contract price to reflect the reduced value of the services performed.
- E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:
- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
 - (2) terminate the contract for default.

32. Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

- A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.
- B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:
 - a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
 - b. Property damage or combined single limit coverage: \$1,000,000.
 - c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
 - d. Umbrella: \$1,000,000.
- C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

33. Impracticality of Performance

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

34. **Invalid Term or Condition**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

35. Enforcement of Agreement

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

36. Patent, Copyright and Trade Secret Indemnification

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to

any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

- i. give the Contractor prompt written notice within 48 hours of any claim;
- ii. allow the Contractor to control the defense of settlement of the claim; and
- iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.
- B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:
- i. provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
 - ii. replace or modify the product or service so that it becomes non-infringing; or,
- iii. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

37. Survival

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

38. <u>Disclosure Regarding Responsibility</u>

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination

of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

39. Suspension, Delay or Interruption of Work

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

40. Notification

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

J. Sam Burnett, Project Administrator City of Santa Fe Public Works Department, Facilities Division jsburnett@santafenm.gov (505) 955-5933 2561 Siringo Road, Building E Santa Fe, New Mexico 87504

To Contractor:

J3 Systems, LLC 145 Bosque Farms Blvd. Bosque Farms, New Mexico 87068

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To Contractor:

J3 Systems, LLC 145 Bosque Farms Blvd. Bosque Farms, New Mexico 87068

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph 44. The carrier for mail delivery and notices shall be the agent of the sender.

41. Succession

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ERIK LITZENBERG

INTERIM CITY MANAGER

DATE:

CONTRACTOR:

JASON UTASH, CES/J3 SYSTEMS

DATE: 6-28-2018

CRS# 03-001386-00-0

Registration # 18-00125450

ATTEST:

YDLANDA Y. VIGIL VIV

APPROVED AS TO FORM:

CITY ATTORNEY

6/12

APPROVED:

FINANCE DIRECTOR

-18 pt

52452. 52010 O
Business Unit Line Item



EXHIBIT A

Date:

June 6, 2018

To:

City of Santa Fe Public Works

Attn:

J. Sam Burnett

Site:

Waste Water Treatment Plant

73 Paseo Real, Santa Fe, NM 87507

Regarding:

IP - Bldg. Re-Roof

Scope:

1. Tear-off existing roof(s) down to deck, haul away debris

2. Remove existing wood canales, install new clad metal-only canales

3. Replace up to (5) sheets of bad decking 4. Install 2" flat rigid insulation substrate

5. Mechanically attach 1/4" flat rigid cover board substrate

6. Install tan clad metal edge cap on parapet walls

7. Mechanically attach 60 mil white PVC membrane roof system 8. Replace (3) skylights with energy efficient flat glass models

9. 20 year material, 10 year labor warranty

Price:

\$18,423.00 + \$1,554.44 (tax) = \$19,977.44

Exclusions:

Bond, plumbing, mechanical, electrical, stucco, painting, interior

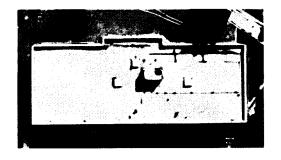
work

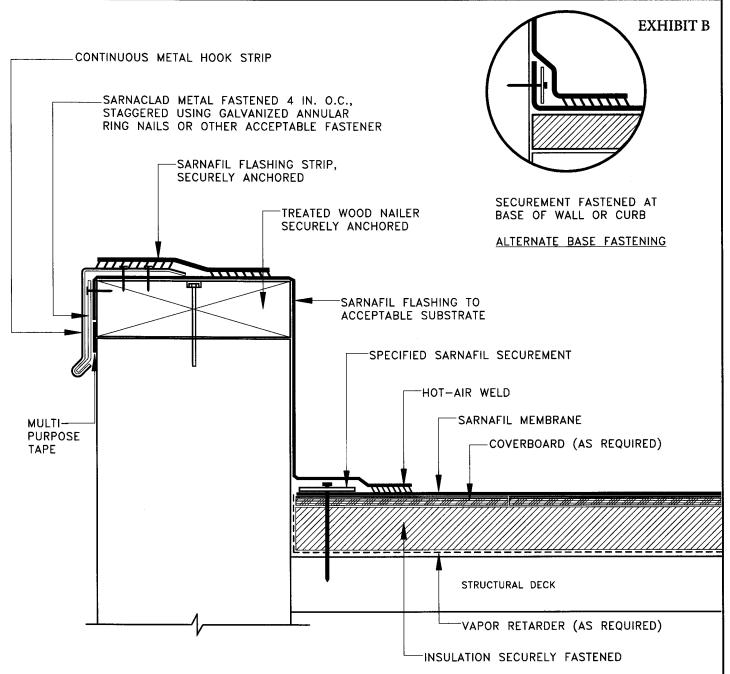
CES

Contract #:

18-09B-C302-ALL







NOTES:

- 1) NAILERS SHALL BE SECURELY ANCHORED TO THE DECK TO RESIST A MINIMUM FORCE OF 300 POUNDS PER LINEAR FOOT. FOLLOW FACTORY MUTUAL LOSS PREVENTION DATA SHEET 1-49 RECOMMENDATIONS.
- 2) VAPOR RETARDER SHALL BE SEALED AT EDGES.

PARAPET WALL WITH SARNACLAD METAL

BUILDING TRUST

JOB NAME:

781-828-5400 usa.sarnafil.sika.com SCALE: N.T.S.

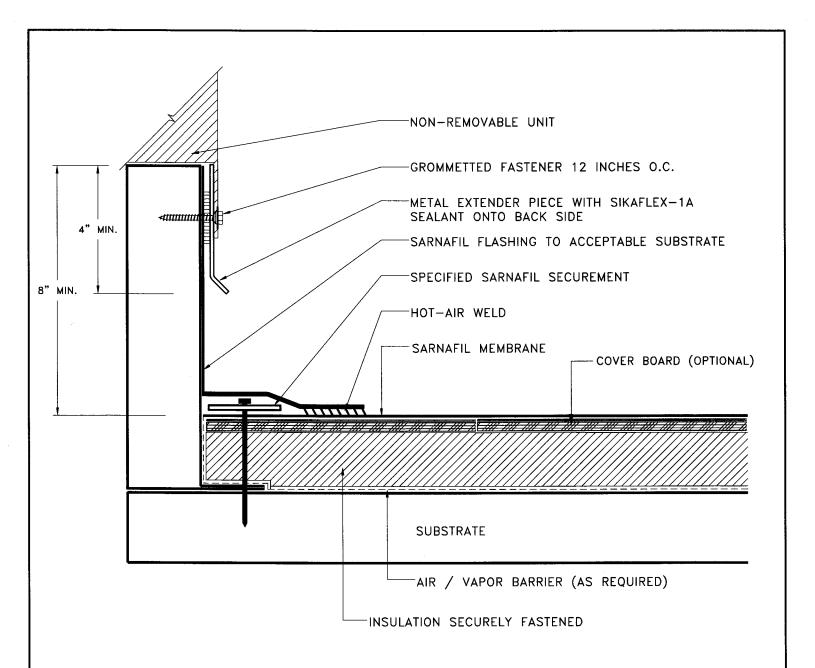
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DRW. NO.:

XXX

AS A MEMBRANE MANUFACTURER, SIKA CORPORATION ("SIKA") REVIEWS DETAILS PREPARED BY THE CONSULTANT, ARCHITECT AND/OR ENGINEER FOR A PROJECT SOLELY FOR THE PURPOSE OF DETERMINING IF A SIKA WARRANTY MAY ISSUE FOR THE PROJECT, THIS REVIEW IS NOT TO BE CONSTRUED AS APPROVAL OF DETAILS BY SIKA AND IS NOT BEING CONDUCTED IN LIEU OF SOUND ENGINEERING AND ARCHITECTURAL PRACTICES AND JUDGMENT AND SHOULD NOT BE RELIED UPON FOR THAT PURPOSE. SIKA CORPORATION ASSUMES NO LIABILITY WITH RESPECT TO THE DESIGN OF THE ROOFING OR WATERPROOFING SYSTEM, THE ARCHITECT, CONSULTANT AND/OR ENGINEER OR DESIGN OF THE OF THE OFFING OR WATERPROOFING SYSTEM, FOR THE PREPARATION AND APPROVAL OF THE DETAILS AND SHOP DRAWINGS, AND FOR DETERMINING THEIR SUITABILITY FOR A PARTICULAR PROJECT BEARS THE SOLE RESPONSIBILITY FOR THE DETAILS AND SHOP DRAWINGS, AND FOR DETERMINING THEIR SUITABILITY FOR A PARTICULAR PROJECT OR APPLICATION. WHILE SIKA PROVIDES GENERAL INSTRUCTIONS FOR THE INSTALLATION OF ITS MEMBRANE AS WELL AS TRAINING FOR SIKA AUTHORIZED APPLICATION. THE MEANS AND METHODS USED BY THE CONTRACTOR FOR SUIFACE PREPARATION AS WELL AS THE MEANS AND METHODS WITH CONTRACTOR IN THE INSTALLATION OF THE SIKA MEMBRANE ARE THE RESPONSIBILITY OF THE CONTRACTOR. ALL SALE OF SIKA PRODUCTS AND SERVICES ARE SUBJECT TO SIKA TERMS AND CONDITIONS OF SALE AVAILABLE AT USA. SARNAFILLSIKA.COM.

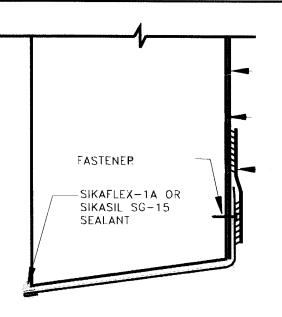


NOTE:

- 1) METAL EXTENDER PIECE IS REQUIRED IF EXISTING COUNTERFLASHING IS CONTAMINATED AND OR COUNTERFLASHING FASCIA IS LESS THAN 4 INCHES WIDE. FASTENED 12 INCHES O.C. WITH GROMMETTED FASTENER.
- 2) VAPOR BARRIER SHALL BE SEALED AT EDGES.

NON-REMOVABLE CURB FLASHING

		JOB NAME:		XXX XXX	
BUILDING TRUST 781-828-5400	usa.sarnafil.sika.com	SCALE: N.T.S.	DATE: 11/15	FILE NO.: 5-2	DRW. NO.: XXX



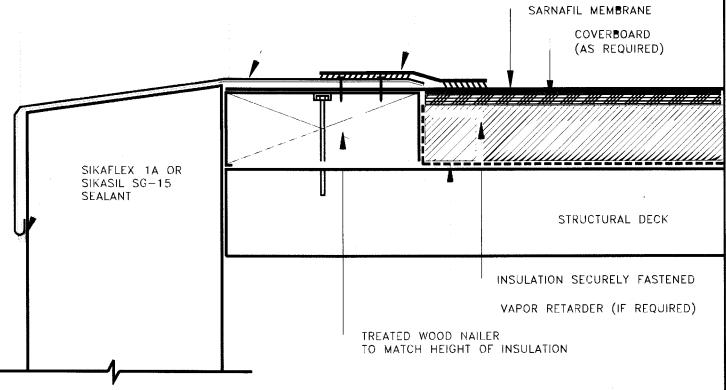
REFER TO PARAPET AND WALL DETAILS FOR ACCEPTABLE TERMINATION

SARNAF L MEMBRANE TO ACCEPTABLE SURFACE

SARNAF L FLASHING STRIP, HOT AIR WELDED

SARNACLAD METAL SCUPPER FASTENED 4 INCHES O.C., STAGGERED

SARNAFIL FLASHING STRIP, HOT-AIR WELDED



NOTES:

- 1) NAILERS SHALL BE SECURELY ANCHORED TO THE DECK TO RESST A FORCE OF 300 POUNDS PER LINEAL FOOT IN ANY DIRECTION.
- 2) SEALANT IS A MAINTENANCE ITEM. MAINTENANCE IS NOT COVERED UNDER THE SIKA SARNAFII WARRANTY.

THRU-WALL SCUPPER



JOB NAME:

BUILDING TRUST

781-828-5400

usa.samafil.sika.com

SCALE: N.T.S.

DATE: 7/17

FILE NO.:

DRW. NO.:

XXX

AS A MEMBRANE MANUFACTURER, SIKA CORPORATION ("SIKA") REVIEWS DETAILS PREPARED BY THE CONSULTANT, ARCHITECT AND/OR ENGINEER FOR A PROJECT SOLELY FOR THE PURPOSE OF DETERMINING IF A SIKA WARRANTY MAY ISSUE FOR THE PROJECT. THIS REVIEW IS NOT TO BE CONSTRUED AS APPROVAL OF DETAILS BY SIKA AND IS NOT BEING CONDUCTED IN LIEU OF SOUND ENGINEERING AND ARCHITECTURAL, PRACTICES AND JUDGMENT AND SHOULD NOT BE RELIED UPON FOR THAT PURPOSE. SIKA CORPORATION ASSUMES NO LIABILITY WITH RESPECT TO THE DESIGN OF THE ROFING OR WATERPROOFING SYSTEM. THE ARCHITECT, CONSULTANT AND/OR ENGINEER OR DESIGN PROFESSIONAL PRACTICULAR PROJECT BEARS THE SOLE RESPONSIBILITY FOR THE DESIGN OF THE ROFING OR WATERPROOFING SYSTEM, FOR THE PREPARATION AND APPROVAL OF THE DETAILS AND SHOP DRAWINGS, AND FOR DETERMINING THEIR SUITABILITY FOR A PARTICULAR PROJECT OR APPLICATION. WHILE SIKA PROVIDES GENERAL INSTRUCTIONS FOR THE INSTALLATION OF ITS MEMBRANE AS WELL AS TRAINING FOR SIKA AUTHORIZED APPLICATION. SHE WELL AS THE MEANS AND METHODS USED BY THE CONTRACTOR FOR SURFACE PREPARATION AS WELL AS THE MEANS AND METHODS SIKA PRODUCTS AND SERVICES ARE SUBJECT TO SIKA TERMS AND CONDITIONS OF SALE AVAILABLE AT USA SARNAFILSIKA COM.



COOPERATIVE EDUCATIONAL SERVICES

January 17, 2018

Contract Award Letter

Tim Davis J3 SYSTEMS, LLC (dba LONE MOUNTAIN ROOFING) 145 Bosque Farms Blvd Bosque Farms, NM 87068

ACCEPTANCE OF OFFER and CONTRACT AWARD For:

18-09B-G104-ALL Gordian - JOC Source of Roofing and Protective Coating Products, Inspections, Installation, Maintenance, Repair and Related Products and Services Regions 1 through 8

18-09B-C302-ALL Roofing Line Item Pricing Regions 1 through 8

Dear Mr. Davis,

On behalf of Cooperative Educational Services (CES), I thank you for responding to our 2018-009 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 RFP documents 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.

> J3 Systems offers high quality roofing products and services relating to new roof installation, roof renovation, replacement, maintenance and repair. Their highly qualified staff can assist CES Members and Participating Entities in assessing and developing both short and long-term roof management programs.

On CES' website (www.ces.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

"Your New Mexico Procurement Partner Since 1979"

ACCEPTANCE OF OFFER and CONTRACT AWARD

RFP NUMBER 2018-009 Roofing Gordian Line Item Pricing

See attached cover letter for specific awarded contract number(s).

OFFER TO BE COMPLETED BY VENDOR

In compliance with the Request for Proposal (RFP), the undersigned warrants that I/we have examined the RFP documents and hereby offer and agree to furnish all labor, materials, and supplies in compliance with all terms, conditions, specifications and amendments in this RFP and any written exceptions as agreed to by CES. The contract shall consist of the RFP documents, the Offeror's Response and any other documents required by CES.

Company NameJ3 Systems LLC	*,		
Address 145 Bosque Farms Blvd	City Bosque Farms	State NM_Zip_870	<u>)68</u>
Contract Contact Person Tim Davis			
Authorized Signature Vun Dan	Printed Name Tim Davis		
OFFER EXTENDED TO	TEXAS SERVICE AGENCIES		
If you are willing to enter into a contract with TexBuunder the same terms and conditions as in this RFF	uy (ESC16) Texas Educational P, place initials in the box.	Service Center Region 1	16
ACCEPTANCE OF OFFER AND CONTRAC	T AWARD TO BE COMPLETE	D ONLY BY CES	
Contract period: It is CES' intent to award a multi-term contract contract term shall be for one (1) calendar year from the date of Contractor, the contract may be extended for up to two (2) contracts whichever occurs first. However, no contract extension extension extensions.	of contract award. By mutual wasecutive additional 12-month	ritten agreement betwee periods or threshold of \$1	n CES and
David Chaves			
CES Authorized Signature			
Awarded this SHD day of	<u>2018</u>		
		7	

PRODUCT DATA SHEET

SIKAPLAN® FASTENED ENERGYSMART ROOF® MEMBRANE

_45 <u></u>
✓60 __FELTBACK



Sikaplan Fastened EnergySmart Roof Membrane is a highly reflective white, nominal thickness PVC membrane with polyester scrim reinforcement offered in nominal 45 mil and 60 mil thicknesses. It is also available in feltback which is manufactured with a recycled felt backing.

PRODUCT INFORMATION

USES

Sikaplan Fastened EnergySmart roof membrane is mechanically fastened using various attachment components over various substrates.

AREAS OF APPLICATION

- In-seam disc systems
- In-seam batten, double-weld systems
- RhinoBond® systems
- New construction and reroofing

FEATURES / BENEFITS

- Highly dimensionally stable
- Heat welded seams

TESTS

STANDARDS / APPROVALS

- FM Global
- Underwriters Laboratories
- Underwriters Laboratories of Canada
- California Title 24
- USGBC LEED
- Green Globes

PRODUCT DATA

COMPOSITION

Thermoplastic PVC membrane containing ultraviolet light stabilizers, flame retardant and integral reinforcement with a unique lacquer coating on the top surface.

COLOR

White top surface, dark gray bottom surface

PACKAGING

- Sikaplan Fastened 45 EnergySmart
 10 ft x 150 ft rolls, 420 lbs per roll, 8 rolls per pallet
 5 ft x 150 ft rolls, 210 lbs per roll, 12 rolls per pallet
- Sikaplan Fastened 60 EnergySmart
 10 ft x 100 ft rolls, 350 lbs per roll, 8 rolls per pallet
 5 ft x 100 ft rolls, 175 lbs per roll, 12 rolls per pallet
- Sikaplan Fastened 45 EnergySmart Feltback
 10 ft x 100 ft rolls, 344 lbs per roll, 9 rolls per pallet
- Sikaplan Fastened 60 EnergySmart Feltback
 10 ft x 100 ft rolls, 403 lbs per roll, 9 rolls per pallet

STORAGE

STORAGE CONDITIONS

Store rolls on pallets and fully protected from the weather with clean canvas tarpaulins. Unvented polyethylene tarpaulins are not accepted due to the accumulation of moisture beneath the tarpaulin in certain weather conditions that may affect the ease of membrane weldability.



TECHNICAL DATA

TYPICAL PHYSICAL PROPERTIES*

Properties	ASTM Test Method	ASTM Type III D-4434 Spec. Requirement	Typical Results	
Reinforcing Material			Polyester	Polyester
Overall Thickness, mil	D751	45	45 (nominal)	60 (nominal)
Thickness Over Scrim, mil		16	20	24
Felt Weight, oz/yd² (feltback membrane only)			9	9
Breaking Strength M.D. ¹ , lbf/in. (KN/m)	D751	200 (35)	230 (40)	303 (53)
Elongation at Break, % M. D. ¹ & % C.M.D. ¹	D751	15 & 15	20 & 20	20 & 20
Seam Strength, % of original ²	D751	75	Pass	Pass
Retention of Properties After Heat Aging	D3045			
Tensile Strength, % of original	D751	90	Pass	Pass
Elongation, % of original	D751	90	Pass	Pass
Tearing Resistance, lbf (N)	D751	45 (200)	45 (200)	45 (200)
Low Temperature Bend, -40°F (-40°C)	D2136	Pass	Pass	Pass
Accelerated Weathering Test (Florescent Light UV exposure)	G154	5,000 Hours	10,000 Hours	10,000 Hours
Cracking (7x magnification)		None	None	None
Discoloration (by observation)		Negligible	Negligible	Negligible
Crazing (7x magnification)		None	None	None
Linear Dimensional Change, %	D1204	0.5% max.	0.31	0.24
Weight Change After Immersion in Water, %	D570	± 3.0% max.	2.9	2.5
Static Puncture Resistance, lbf (N)	D5602	33 (147)	Pass	Pass
Dynamic Puncture Resistance, ft-lbf (J)	D5635	14.7 (20)	Pass	Pass
Recycled Content			9% Pre-consumer, 1	% Post-consumer

^{*}Results may differ based upon statistical variations depending upon mixing methods and equipment, temperature, application methods, test methods, actual site conditions, and curing conditions.

² Failure occurs through membrane rupture not seam failure.

	INITIAL SOLAR REFLECTANCE	3-YEAR SOLAR REFLECTANCE	INITIAL THERMAL EMITTANCE	3-YEAR THERMAL EMITTANCE	INITIAL SOLAR REFLECTANCE INDEX	3-YEAR SOLAR REFLECTANCE INDEX
Sikaplan Fastened 45 EnergySmart White	0.83	0.64*	0.89	Pending	104	Pending
Sikaplan Fastened 60 EnergySmart White	0.85	0.66*	0.89	Pending	107	Pending

^{*}Derived using the California Title 24 calculation method for aged solar reflectance per Section 110.8(i)2. of the 2013 Building Energy Efficiency Standard, page 102.

SYSTEM INFORMATION

APPLICATION

Sikaplan Fastened EnergySmart Roof Membrane is installed by Sika Corporation Roofing Authorized Applicators. Sikaplan Fastened EnergySmart Roof Membrane is installed on acceptable substrates and fastened to the roof deck using the approved attachment method. The membrane is heat-welded together by trained mechanics using Sika's hot-air welding equipment. Sikaplan Fastened EnergySmart Roof Membrane can be used for flashings on Sikaplan Fastened EnergySmart Roof Membrane roof projects.

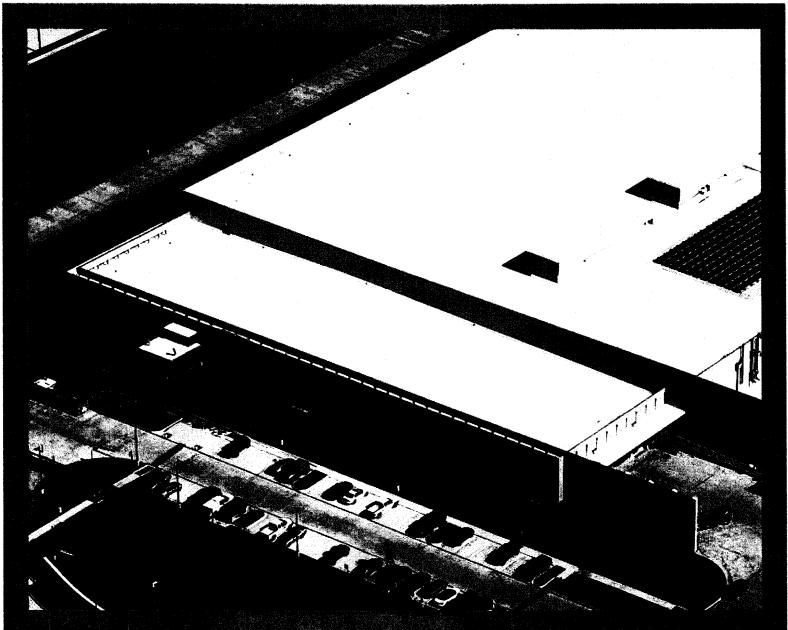
Product Data SheetSikaplan Fastened EnergySmart
06-15-15, VERSION #3

North America Membrane



¹ M.D. = Machine Direction, C.M.D. = Cross Machine Direction

AVAILABILITY	From Sika Authorized Applicators whe	n used within Sikaplan roofing systems.
MAINTENANCE	Standard maintenance of roofs should	include regular inspection of flashings, drains
	and termination sealants at least twic	e a year and after each storm.
WARRANTY	Upon successful completion of the ins	talled roof by the Sika Authorized Applicator,
	Sika Corporation will provide a warrar	nty to the Building Owner via the Sika
	Authorized Applicator.	
LEGAL NOTES	relating to the application and use of Sika products, is given in when properly stored, handled and applied under normal commaterials, substrates, storage and handling conditions, actual assumes no liability for the provision of such information, advi relationship be created by or arise from the provision of such in The user of the Sika product(s) must test the product(s) for sul.	ng Sika products, including but not limited to, any recommendations and advice good faith based on Sika's current experience and knowledge of its products litions in accordance with Sika's instructions. In practice, the differences in site conditions and other factors outside of Sika's control are such that Sika ce, recommendations or instructions related to its products, nor shall any legal nformation, advice, recommendations or instructions related to its products. tability for the intended application and purpose before proceeding with the nge the properties of its products without notice. All sales of Sika product(s) an railable at usa.sarnafil.sika.com or by calling 800-451-2504.
	Belov An analysis of any Clies would be also seen as a first	
	Product Data Sheet, product label and Safety Data Sheet whi Service Department at 800-451-2504. Nothing contained in a	aed and follow the warnings and instructions on the product's most current th are available online at <u>usa.sarnafil.sika.com</u> or by calling Sika's Technical ny Sika materials relieves the user of the obligation to read and follow the the current Product Data Sheet, product label and Safety Data Sheet prior to
	Product Data Sheet, product label and Safety Data Sheet whi Service Department at 800-451-2504. Nothing contained in a warnings and instruction for each Sika product as set forth in product use. Sika warrants this product for one year from date of installatio on the current Product Data Sheet if used as directed within si	ch are available online at <u>usa.sarnafil.sika.com</u> or by calling Sika's Technical ny Sika materials relieves the user of the obligation to read and follow the
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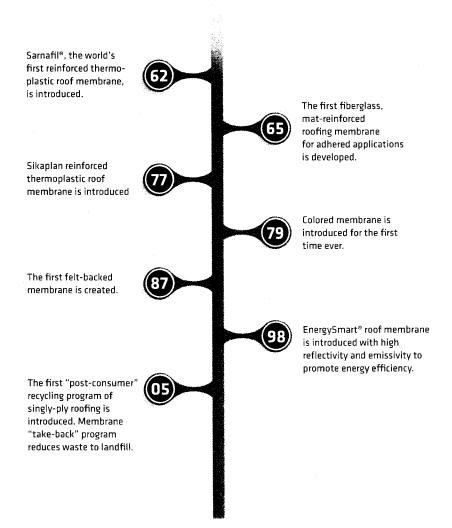
ROOFING

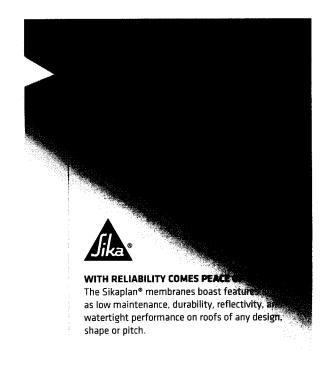
A COST COMPETITIVE ROOFING SYSTEM FROM THE LEADER IN THERMOPLASTIC TECHNOLOGY

Sikaplan® Adhered and Mechanically Attached Roofing Systems are ideally suited for applications that call for a quality, cost effective roofing membrane from a trusted supplier. And who better to trust than the industry leader.

LEADING THE CHARGE

In 1962, Sika pioneered the use of PVC for roofing applications developing the world's first thermoplastic membrane with billions of square feet sold to date. No one has more knowledge of PVC and thermoplastic roof membranes than Sika. Our Sarnafil roofing and waterproofing membranes are the most trusted PVC sheet for long lasting durability in the industry.







MEET YOUR SUSTAINABILITY GOALS

The Sikaplan® membranes are available in EnergySmart white, tan and light gray, with and without a felt backing. EnergySmart white membranes meet the cool roofing requirements of USGBC's LEED® program, Green Globes® and California Title 24.



INTERNAL GLASS MAT OR POLYESTER SCRIM REINFORCEMENTS

In keeping with Sika's high standards, an internal glass mat or polyester scrim layer provides superior dimensional stability and/ or tear resistance no matter what installation method is used..





HOT-AIR WELDED

Like all Sika membranes, Sikaplan® is thermoplastic, allowing seams and flashings to be hot air welded using an automatic hot-air welder. When welded together, the sheets of membrane become one monolithic layer of material impervious to water and moisture infiltration.

Sikaplan® membranes are manufactured with a unique coating, which helps repel dirt and airborne contaminates from the membrane's surface.

FIRST-CLASS SERVICE

Technical support services are available. The company's support team provides the most coverage in the industry with field technicians located in every region of the country.

BENEFIT FROM PVC PERFORMANCE AT A TPO PRICE

From retail facilities to warehouses, Sikaplan® roofing systems have been providing reliable protection to facilities around the world for over thirty years.

SIKAPLAN ADHERED

The Sikaplan® Adhered System is a single ply PVC roofing membrane designed for low-slope roofing applications. The membrane has an internal glass mat reinforcement to provide the best dimensional stability and a low coefficient of thermal expansion and contraction to extend the service life of the roof.

When used in combination with Sikaplan Water-Based Adhesive, it is in many cases as cost effective as adhered TPO due to improved adhesive coverage rates and the one-step application versus TPO's two-steps. This environmentally preferable water-based adhesive also lowers costs by minimizing material usage through the use of recommended application methods and by facilitating faster applications.

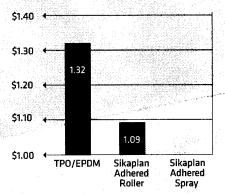
SIKAPLAN FASTENED

The Sikaplan® Mechanically Attached System is a single ply PVC roofing membrane designed for low-slope roofing applications. The membrane has an internal polyester scrim reinforcement to provide the tear resistance required for mechanically attached roof systems.

PVC OUTPERFORMS THE OTHERS TIME AFTER TIME

TPO membranes have not experienced the same performance success as PVC and have had a number of failures since being introduced. EPDM seams are glued or taped rather than heat-welded; this seaming method breaks down over time compromising the water tightness. Sikaplan's proven track record of successful installations spans more than thirty years. Why settle for a less reliable product on your building?

Installed Membrane Cost Comparison* Per Square Foot



* Based on "Sikaplan Adhered Comparison Tool"



SIKAPLAN PRODUCT SPECIFICATIONS

	, and the second of the second				
	SYSTEM TYPE				
	Mechanically-attached and RhinoBond®	Adhered			
Color	EnergySmart White, Tan and Light Gray	EnergySmart White			
Thickness	Available in 45 and 60 mil for bareback and feltback membranes*	Available in 60 mil for bareback and feltback membranes*			
Reflectivity	0.85**	0.83**			
Emissivity	0.89**	0.89**			
SRI	107**	104**			
Roll Size 60 mil	5 ft. x 100 ft. and	10 ft. x 100 ft.***			
Roll Size 45 mil	5 ft. x 150 ft. and	1 10 ft. x 150 ft.***			

Please consult the Product Data Sheet prior to any use and processing. Our most current General Sales Conditions shall apply.

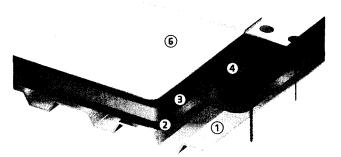
- *Contact your local Sika roofing representative for up to date product offering
- **Based on EnergySmart White *** Feltback only available in 10 ft. wide

ILLUSTRATION KEY

- 1 Structural Deck
- Vapor Retarder (If Required)
- 3 Insulation

- 4 Insulation Fastener
- Gypsum Roof Board (If Required)
- 6 Sikaplan Fastened Membrane
- Sikaplan Adhered Membrane

MECHANICALLY ATTACHED



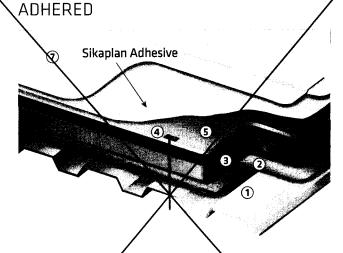
SIKAPLAN MECHANICALLY ATTACHED SYSTEM

This mechanically attached system is your best choice when speed and ease of installation are important. It features metal plates fastened in the membrane overlap and spaced according to the roof's wind uplift requirements. It is designed to meet wind conditions on most building types.

PECIALTY SYSTEM Rhinobond Plate

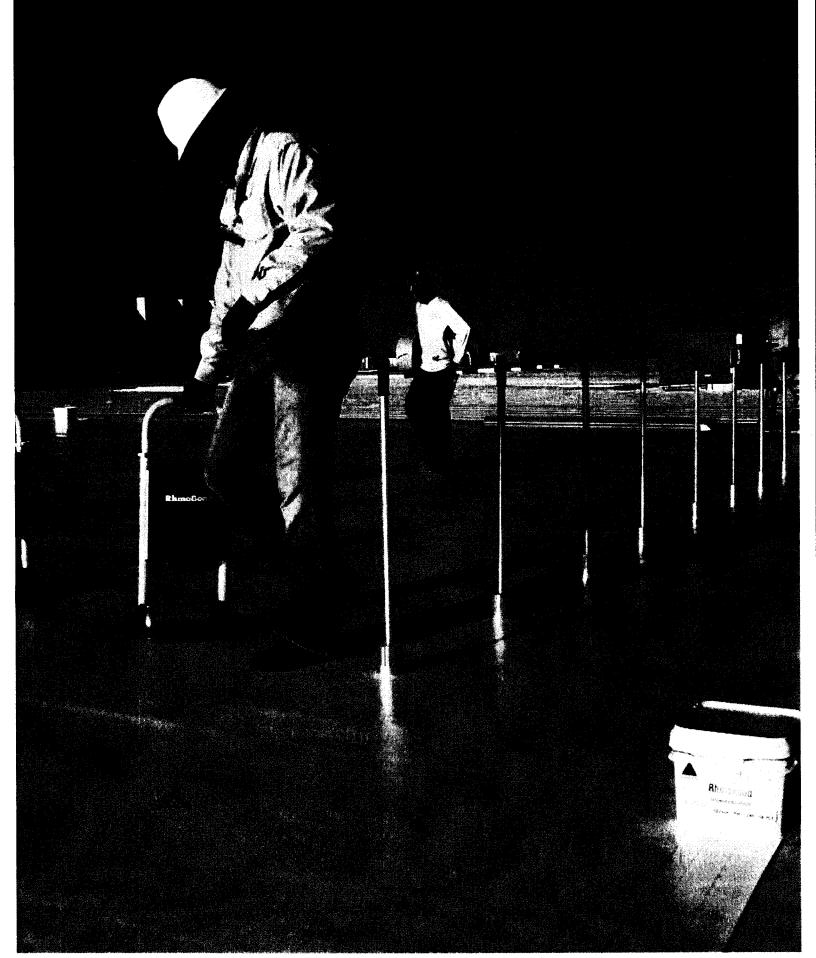
RHINOBOND® ROOF SYSTEM

This innovative attachment system is used with Sikaplan® membranes to increase contractor productivity and enhance roof wind uplift resistance. It uses electromagnetic induction welding to eliminate fasters penetrations through the membrane. Specially coated membrane plates are fastened to the roof assembly and later fused to the underside of the membrane using the RhinoBond tool, which is lightweight, portable and simple to use. The system achieves an FM I-90 rating in the field while requiring 30 percent fewer fasteners per square than traditional systems



SIKAPLAN® ADHERED SYSTEM

The Sikaplan® adhered roof system is best for low sloved applications over nonnailable substrates such as precast or prestressed concrete, cementious wood fiber or expsum. It is also effective over nailable substrates such as concrete, steel and wood decks. When used in combination with Sikaplan Water-Based Adhesive, it can be more cost effective to install than an adhered TPO system.



EASY ON THE EARTH AND THE POCKET

Along with protection from the elements, Sikaplan® systems also have sustainability features such as energy efficiency, recyclability and minimal maintenance. These features help building owners generate a positive Return On Investment while meeting their sustainability goals and protecting the earth's natural resources.

According to U.S. Department of Energy estimates, replacing dark colored roofs with light colored, reflective roofs could result in energy savings of about \$750 million per year in the United States'.

The Sikaplan® system has a successful track record of more than thirty years protecting buildings throughout the world. So if you're looking for the high performance of a PVC system at a competitive price, look to the trusted industry leader – Sika.

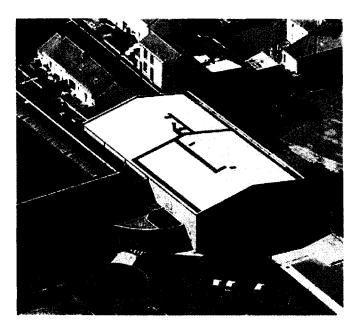


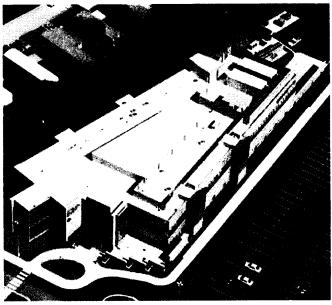




- Sikaplan® roofing and waterproofing systems help building owners achieve LEED and Green Globes certification.
- Sika has been certified as compliant with strict management standards established by Responsible Care® and ISO 14001: 2004, two leading independent organizations developing standards relating to environment, health and safety, and security.
- The Sika roofing production facility has completed the Supplier Ethical Data Exchange Members Ethical Trade Audit that focuses on labor standards, health and safety, environment and business practice.

→ TO LEARN MORE ABOUT SIKAPLAN® PLEASE CALL 800-576-2358, OR VISIT USA.SARNAFIL.SIKA.COM





TPO IS:

SIKAPLAN IS:









StarRfoam

Expanded Polystyrene (EPS)



StarRfoam is highquality expanded polystyrene (EPS)



APPLICATION

DESCRIPTION

StarRfoam is a lightweight, closed cell, rigid insulation, manufactured from expanded polystyrene (EPS). StarRfoam EPS meets or exceeds ASTM C578, Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation.

- · Commercial roofing insulation · Custom computer cut shapes
- Exterior insulation finishing systems (EIFS)
- · Below grade insulation
- · Metal roof & metal deck flute-fill
- · GeoFoam
- · Cavity Walls
- · Tilt-up concrete insulation
- · Underslab insulation
- · Split slab insulation

- · Docks and piers
- · Pre-cast concrete panels
- · Interior wall insulation
- · Ramps and bridge approaches
- · Packaging
- · Sheathing
- · Void fill
- · Road base
- · Retaining walls

BENEFITS

- · Stable R-Value
- · Proven performance
- · Environmentall friendly
- · Moisture resistant
- · Energy efficient
- · Cost-effective
- · Code approvals
- · No CFC, HCFC, HFC, or formaldehyde
- Termite protection available

OPTIONS

Available sizes:

- · 4'x4' panels (1/4" to 48" thick)
- · 4'x8' panels (1/4" to 48" thick)

Contact your local sales representative for custom shapes and sizes.

PLANT LOCATIONS

ARLINGTON

3220 EAST AVENUE F ARLINGTON, TX 76011

800-722-6218

ANTHONY

1004 OMAR ROAD ANTHONY, TX 79821

915-886-4636

KINGMAN

4445 OLYMPIC WAY KINGMAN, AZ 86401

928-681-2800

PHOENIX

2465 S 19TH AVE. BLDG F **PHOENIX, AZ 85009**

602-253-4770





StarRfoam

Expanded Polystyrene (EPS)

Physical & Thermal Properties

		,						
PROPERTIES	TYPE XI	TYPE I	TYPE VIII	TYPE II	TYPE IX	TYPE XIV	TYPE XV	TEST METHOD
Nominal Density (pcf)	0.7	1.0	1.25	1.5	2.0	2.5	3.0	ASTM C303
Thermal Resistance		etketidad sevrilik ili ili ili seridi.	a uz au nyen i filani abili filbih ba	unagani arayusida da ayri Y			an receipt in the constitution of the	en min de partir en la reserva
(R-Value)								ASTM
(per inch) at @25°F,	3.60	4.35	4.55	4.76	5.00	5.05	5.10	C518 or
(per inch) at @40°F,	3.40	4.17	4.25	4.55	4.76	4.85	5.05	C177
(per inch) at @75°F,	3.20	3.85	3.92	4.17	4.35	4.50	4.60	
Water Vapor								
Permeability (perms)	5.0	5.0	3.5	3.5	2.5	2.5	2.5	ASTM E9
Water Absorption	4.0	4.0	3.0	3.0	2.0	2.0	2.0	ASTM
(max. % volume)								C272
Oxygen Index, Min.	24%	24%	24%	24%	24%	24%	24%	ASTM D 2863

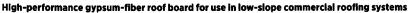
Strength Properties

PROPERTIES	TYPE XI	TYPE I	TYPE VIII	TYPE II	TYPE IX	TYPE XIV	TYPE XV	TEST METHOD
Compressive Strength @10% deformation, min.	5.0	10-14	13-18	15-21	25-33	40.0	60.0	ASTM D1621
Flexural Strength (min. psi)	10.0	25.0	30.0	35.0	50.0	60.0	75.0	ASTM C203
Dimensional Stability	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	ASTM D2126
Flame Spread	<20	<20	<20	<20	<20	<20	<20	ASTM E84
Smoke Devolped	150-300	150-300	150-300	150-300	150-300	150-300	150-300	ASTM E84









- · Exceptional bond and low absorption in adhered systems
- · Moisture- and mold-resistant
- Excellent wind-uplift performance
- · Manufactured from 97% recycled material



USG Securock® Brand Gypsum-Fiber Roof Board is a high-performance roof board for use in low-slope roofing systems. Its unique fiber-reinforced, uniform composition gives the panel strength and water resistance through to the core. USG Securock Gypsum-Fiber Roof Board provides exceptional bond and low absorption in adhered systems and, with uniform composition, achieves high wind-uplift ratings with no risk of facer delamination. Made from 97% recycled material, USG Securock Gypsum-Fiber Roof Board combines superior performance with sustainable design for all types of roofing systems, including single-ply, fluid-applied, built-up, spray foam, metal and modified bitumen roofing.

ADVANTAGES

Exceptional Strength: Engineered to provide superior wind-uplift performance for a wide variety of roof assemblies. USG Securock Gypsum-Fiber Roof Board has a uniform composition, providing enhanced bond strength of membrane systems with no risk of facer delamination.

Fire Performance: Provides excellent fire performance and demonstrates exceptional surface burning characteristics (ASTM E84 [CAN/ULC-S102] Flame Spread 5, Smoke Developed 0).

Moisture and Mold: Uniform water-resistant core ensures excellent moisture and mold resistance. Scored a maximum "10" for mold resistance on ASTM D3273.

Versatile: Can be used as a component in single-ply, fluid-applied, built-up, spray foam, metal and modified bitumen roofing.

Sustainability: Made from 97% recycled materials.

INSTALLATION

- Refer to roof system manufacturer's written instructions, local code requirements and Factory Mutual Global (FMG) and/or Underwriters Laboratories (UL) requirements for proper installation techniques.
- Use fasteners specified in accordance with above requirements. Install approved fasteners
 with plates into the USG Securock Gypsum-Fiber Roof Board, flush with the surface. Fasteners
 should be installed in strict compliance with the roof system manufacturer's installation
 recommendations and FMG Loss Prevention Data Sheet 1-29. A qualified architect or engineer
 should review and approve calculations, framing and fastener spacing for all projects.
- Locate edge joints on, and parallel to, deck ribs. Stagger end joints of adjacent lengths of USG Securock Gypsum-Fiber Roof Board.
- All board edges should be loosely abutted and never kicked in tight in typical installations.
- · Roof boards should never be installed if they exhibit frost or are below 32°F.
- See product data table below for maximum flute span when panels are applied directly over metal decking.
- For vertical parapet applications, only 1/2" or 5/8" panels should be used. Maximum framing spacing is 24" o.c.



LIMITATIONS

- USG Securock Gypsum-Fiber Roof Board is engineered to perform within a properly designed roof system. The use of USG Securock Gypsum-Fiber Roof Board as a roofing component is the responsibility of the design professional.
- Consult roofing manufacturers for specific instructions on the application of their products to USG Securock Gypsum-Fiber Roof Board.
- Weather conditions, dew, application temperature, installation techniques and moisture drive can have adverse effects on the performance of the roof system and are beyond the control of USG.
- Keep USG Securock Gypsum-Fiber Roof Board panels dry before, during and after installation.
 USG Securock Gypsum-Fiber Roof Board should not be installed during rain, heavy fog and any
 other conditions that deposit moisture on the surface of the board. Apply only as much USG
 Securock Gypsum-Fiber Roof Board that can be covered by final roof membrane system in the
 same day. Avoid exposure to moisture from leaks or condensation.
- Wind uplift (vertical pull) of the roof system as installed can be affected by many factors beyond USG's control, including moisture migrating into the roof assembly from inside or outside the building, proper fastener spacing, the quality of installation especially for fasteners and whether the framing has been properly designed and installed to meet strength and deflection criteria specified in the contract documents. For all these reasons, USG cannot guarantee the wind-uplift resistance (vertical pull) of any roof assembly or system containing USG roof boards.
- Moisture from inside the building can be as big a risk for the roof system as moisture from
 outside. The contractor installing the roof and the design professional should protect the
 roof assembly not only from excessive moisture during the construction of the building (new
 concrete, paint, plaster materials) but also after the building is dried in. The HVAC system must
 properly manage moisture generated by the occupants of the building to make sure it is vented
 to the outside and does not migrate into the roof system.
- Panel spacing may be needed based on factors like roof deck's size, membrane color, ultimate
 deck surface temperature and time of year the roof is installed. The designer of record should
 use USG's published physical properties below to determine if spacing is needed.
- For reroof or re-cover applications, existing roofing system must be dry throughout prior to application of USG Securock Gypsum-Fiber Roof Board.
- Plastic or poly packaging applied at the plant to protect board during rail or other transit should be removed upon receipt to prevent condensation or trapping of moisture, which may cause application problems.
- USG Securock Gypsum-Fiber Roof Board should be stored flat and off the ground with protection from the weather, If stored outdoors, a breathable waterproof covering should be used.
- When applying solvent-based adhesives or primers, allow sufficient time for the solvent to evaporate to avoid damage to roofing components.
- USG allows the bonding of cold mastic-modified bitumen, low rise urethane foam and torching
 directly to the surface. Flood mopping the board to a substrate followed by a flood mopping of
 the membrane is allowed. Consult with the system manufacturer for recommendation on
 these applications.
- USG recommends maximum asphalt application temperature for Type III or Type IV asphalt of 455°F when using USG Securock Gypsum-Fiber Roof Board. Application temperatures above these recommended temperatures may adversely affect roof system performance.

FIRE PERFORMANCE

- UL Classified (Type FRX-G) as to Surface Burning Characteristics in accordance with ASTM E84 (CAN/ULC-S102).
 - Flame Spread 5 and Smoke Developed 0
- 1/4", 3/8", 1/2" and 5/8" thickness—Class A in accordance with UL790 (CAN/ULC-S107).
 See the UL Building Materials Directory for more information.
- 5/8" thickness—Meets requirements of Type X per ASTM C1278 and may be used in P series
 designs as a thermal barrier.

SYSTEM PERFORMANCE

- · FM Approved
 - Complies with requirements of FM 4450 and FM 4470
 - Meets FM Class 1

STANDARDS COMPLIANCE

USG Securock Gypsum-Fiber Roof Board is manufactured to conform to ASTM C1278, "Standard Specification for Fiber-Reinforced Gypsum Panel."

PHYSICAL PROPERTIES

	1/4" (6.3 mm)	3/8" (9.5 mm)	1/2" (12.7 mm)	5/8" (15.9 mm)
Width, standard	4' (1,219 mm)	4' (1,219 mm)	4' (1,219 mm)	4' (1,219 mm)
Length, standard	4' (1,219 mm) and 8' (2,438 mm)			
Pleces per unit for 4' x 8' sheets	50	40	30	24
Weight, nominal ib./unit, 4' x 8' sheet	2,575	2,575	2,725	2,525
Weight, nominal lb./sq. ft.	1.57	1.96	2.76	3.20
Flexural strength, parallel, lb. min., per ASTM C473	40	70	110	161
Compressive strength, psi nominal	1,800 (12.4MPa)	1,800 (12.4MPa)	1,800 (12.4MPa)	1,800 (12.4MPa)
Flute spanability per ASTM E661	2-5/8"	5"	8"	10"
Permeance, perms, per ASTM E96	30	26	26	24
R Value per ASTM C518	0.2	0.3	0.5	0.6
Coefficient of thermal expansion, inches/inch • °F, per ASTM E831	8.0 x 10 ⁻⁶	8.0 x 10 ⁻⁶	8.0 x 10 ⁻⁶	8.0 x 10⁻⁵
Linear variation with change in moisture, Inches/inch • % RH, per ASTM D1037	8.0 x 10 ⁻⁶			
Water absorption, % max, per ASTM C473	10	10	10	10
Surface water absorption, nominal grams, per ASTM C473	1.6	1.6	1.6	1.6
Mold resistance per ASTM D3273*	10	10	10	10
Bending radius	25'	25'	25'	30'

ASTM D3273 Mold Resistance Testing: In independent lab tests conducted on USG Securock Brand Gypsum-Fiber Roof Board and USG Securock* Brand UltraLight Glass-Mat Roof Board at the time of manufacture per ASTM D3273 Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber, both panels scored a 10. The ASTM lab test may not accurately represent the mold performance of building materials in actual use. Given unsuitable project conditions during storage, installation or after completion, any building material can be overwhelmed by mold. To manage the growth of mold, the best and most cost-effective strategy is to protect building products from water exposure during storage and installation and after completion of the building. This can be accomplished by using good design and construction practices.

Job Name Date Contractor

SUBMITTAL APPROVALS

PRODUCT INFORMATIONSee usg.com for the most up-to-date product information.

Dust may cause irritation to eyes, skin, nose, throat, and upper respiratory tract. Cut and trim with a utility knife or hand saw to minimize dust levels. Power tools must be equipped with a dust collection system. Wear eye, skin, and respiratory protection if necessary. If eye contact occurs, flush thoroughly with water for 15 minutes, If irritation persists, call physician. Do not swallow. If swallowed, call physician. For more information call Product Safety: 800 507-8899 or see the SDS at usg.com KEEP OUT OF REACH OF CHILDREN.

TRADEMARKS

THE trademarks USG, SECUROCK, IT'S YOUR WORLD.
BUILD IT., the USG logo, the design elements and colors, and related marks are trademarks of USG Corporation or its affiliates.

Products described here may not be available in all geographic markets. Consult your USG Company sales office or representative for information.

NOTICE

We shall not be liable for incidental and consequential damages, directly or indirectly sustained, nor for any loss caused by application of these goods not in accordance with current printed instructions or for other than the intended use. Our liability is expressly limited to replacement of defective goods. Any claim shall be deemed waived unless made in writing to us within thirty (30) days from date it was or reasonably should have been discovered.

SAFETY FIRST!

Follow good safety/industrial hygiene practices during installation. Take necessary precautions and wear the appropriate personal protective equipment as needed. Read SDS and literature before specification and installation. 800 USG.4YOU 800 (874-4968)

Manufactured by United States Gypsum Company 550 West Adams Street Chicago, IL 60661

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COOPERATIVE EDUCATIONAL SERVICES

January 17, 2018

Contract Award Letter

Tim Davis J3 SYSTEMS, LLC (dba LONE MOUNTAIN ROOFING) 145 Bosque Farms Blvd Bosque Farms, NM 87068

ACCEPTANCE OF OFFER and CONTRACT AWARD For:

18-09B-G104-ALL Gordian - JOC Source of Roofing and Protective Coating Products, Inspections, Installation, Maintenance, Repair and Related Products and Services Regions 1 through 8

18-09B-C302-ALL Roofing Line Item Pricing Regions 1 through 8

Dear Mr. Davis.

On behalf of Cooperative Educational Services (CES), I thank you for responding to our 2018-009 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 RFP documents 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.

> J3 Systems offers high quality roofing products and services relating to new roof installation, roof renovation, replacement, maintenance and repair. Their highly qualified staff can assist CES Members and Participating Entities in assessing and developing both short and long-term roof management programs.

On CES' website (www.ces.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

"Your New Mexico Procurement Partner Since 1979"

ACCEPTANCE OF OFFER and CONTRACT AWARD

RFP NUMBER 2018-009 Roofing Gordian Line Item Pricing

See attached cover letter for specific awarded contract number(s).

OFFER TO BE COMPLETED BY VENDOR

In compliance with the Request for Proposal (RFP), the undersigned warrants that I/we have examined the RFP documents and hereby offer and agree to furnish all labor, materials, and supplies in compliance with all terms, conditions, specifications and amendments in this RFP and any written exceptions as agreed to by CES. The contract shall consist of the RFP documents, the Offeror's Response and any other documents required by CES.

Company NameJ3 Systems LLC	***		
Address 145 Bosque Farms Blvd	City Bosque Farms	State NM Zi	p 87068
Contract Contact Person			
Authorized Signature VIIII Dar	Printed Name	n Davis	
OFFER EXTENDED TO TO	EXAS SERVICE AGEN	CIES	
If you are willing to enter into a contract with TexBurunder the same terms and conditions as in this RFP,			gion 16
ACCEPTANCE OF OFFER AND CONTRACT	AWARD TO DE COM	IRI FTED ONLY BY OCC	
Contract period: It is CES' intent to award a multi-term contract contract term shall be for one (1) calendar year from the date of Contractor, the contract may be extended for up to two (2) contracts whichever occurs first. However, no contract extension extension extension.	ct for the specified ma contract award. By m secutive additional 12-	sterials, equipment and ser outual written agreement b month periods or threshold	etween CES and d of \$10,000,000
David Chang			
CES Authorized Signature			
Awarded this day of day of	2018		
		7	