# City of Santa Fe Contract Roof Repairs on Four Buildings at the Midtown Campus

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and National Roofing 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. "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.
  - C. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.
- D. "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.
- E. "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.
- F. "You" and "your" refers to **National Roofing** "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

#### 2. Scope of Work

The scope of work for this project is for the repairs to four sets of roofs at the Midtown Campus property including Alumni Hall (Building 21), Kennedy Hall (Building 13), La Salle Hall (Building 11) and the Visual Arts Center (Buildings 27-30). The various repairs to each building are referenced below and in the attached exhibits.

- A. See the attached proposal marked "Exhibit A" attached hereto and made a part thereof from **National Roofing** to include the following, but is not necessarily inclusive to the following: Roof Repairs for Alumni Hall Bldg 21.
- B. See the attached proposal marked "Exhibit B" attached hereto and made a part thereof from **National Roofing** to include the following, but is not necessarily inclusive to the following: Roof Repairs Benildus Hall Building 23.

- C. See the attached proposal marked "Exhibit C" attached hereto and made a part thereof from **National Roofing** to include the following, but is not necessarily inclusive to the following: Roof Repairs Garson Studios (Film School) Building 15.
- D. See the attached proposal marked "Exhibit D" attached hereto and made a part thereof from **National Roofing** to include the following, but is not necessarily inclusive to the following: Roof Repairs Kennedy Hall Building 13.
- E. See the attached proposal marked "Exhibit E" attached hereto and made a part thereof from **National Roofing** to include the following, but is not necessarily inclusive to the following: Roof Repairs La Salle Hall Building 11.
- F. See the attached proposal marked "Exhibit F" attached hereto and made a part thereof from **National Roofing** to include the following, but is not necessarily inclusive to the following: Roof Repairs Visual Arts Center Building 27-30.

#### 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 Alumni Hall Bldg 21		\$5,867.00
02 Benildus Hall Bldg 23		\$10,216.00
03 Garson Studios (Film School) Bldg 15		\$1,237.00
04 Kennedy Hall Building 13		\$10,986.50
05 La Salle Hall Building 11		\$3,695.00
06 Visual Arts Center Buildings 27-30		\$24,056.00

The total compensation under this Agreement shall not exceed \$56,057.50 – before New Mexico gross receipts tax; \$60,787.35 - including 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 10/31/2019. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152. The Contractor shall provide a detailed schedule for the scope of this work when this contract is awarded. The contractor shall provide a written request to the City for any changes to this schedule. The Contractor shall not make any changes to this schedule without written approval from the City.

#### 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. <u>Termination</u>

- 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. 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.

#### 11. Subcontracting

The Contractor shall not subcontract any portion of any services to be performed under this Agreement without written approval 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. Inspection of Plant

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. Commercial Warranty

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. <u>Condition of Proposed Items</u>

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. 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.

#### 27. 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.

#### 28. <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.

#### 29. <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.

#### 30. 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.

#### 31. 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.

#### 32. <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.

#### 33. 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.

#### 34. <u>Impracticality of Performance</u>

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.

#### 35. <u>Invalid Term or Condition</u>

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.

#### 36. 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.

#### 37. 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.

#### 38. 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.

### 39. <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.

### 40. 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.

#### 41. **Bonding and Wage Decisions**

The Contractor shall provide a Performance Bond for any project greater than \$25,000.00, before New Mexico Gross Receipts Tax. The Contractor shall comply with all New Mexico Department of Work Force Solutions requirements regarding prevailing wages for any project greater than \$60,000.00, before New Mexico Gross Receipts Tax.

#### 42. **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 jsburnett@santafenm.gov 505-955-5933 2651 Siringo Road, Building E Santa Fe, New Mexico 87504

To Contractor:
National Roofing
9720 Bell Ave SE
3408 Columbia Drive NE
Albuquerque, New Mexico 87107
(505) 883-3000

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.

#### 43. Succession

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

ERIK LITZENBERG CITY MANAGER DATE: 4 12 19

ATTEST:

YOLANDA Y. YIGIL OW

APPROVED AS TO FORM:

See Altached ERIN K. MCSHERRY CITY ATTORNEY

APPROVED:

MARY MICOY
FINANCE DIRECTOR

Business Unit Line Item: 52910.520100

JACKSON JOHNS CEOPRESIDENT NATIONAL ROOFING

CRS#01-851145-007 Registration #19-00123596 covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

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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:

CONTRACTOR:

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:	CONTRACTOR:
ERIK LITZENBERG CITY MANAGER	JACKSON JOHNS CEO/PRESIDENT NATIONAL ROOFING
DATE:	DATE:
ATTEST:	CRS#01-851145-007 Registration #19-00123596
YOLANDA Y. VIGIL CITY CLERK	
APPROVED AS TO FORM:	
ERIN K. MCSHERRY CITY ATTORNEY	
APPROVED:	
MARY MCCOY FINANCE DIRECTOR	



3408 COLUMBIA DR. NE, ALBUQUERQUE, NM 87107
TF 866 299 7663 | P 505 883 3000 | F 505 883 1719
INFO@NATIONALROOFING.COM | WWW.NATIONALROOFING.COM

# NATIONAL ROOFING

THINKING ON TOP SINCE 1976

December 4, 2018

WO# 21517

TO:

City of Santa Fe Facilities Division Santa Fe, NM 87501

**ATTN: Caryn Grosse** 

FROM: National Roofing

3408 Columbia Dr. NE Albuquerque, NM 87107

RE: Santa Fe University

At your request, National Roofing Company (NRC) inspected the roof at the above referenced location and recommend the following repairs.

- Alumni Hall Bldg 21:
- On October 15. 2018 a roof inspection was performed at 1600 St Michael's Drive, Santa Fe, NM 87505 over the Alumni Hall Bldg 21. The roof consists of a metal panel roof system, on (2) sections & is estimated to be 25 -035 yrs. of age if not older. An inspection was conducted on all pipe penetrations, swamp cooler duct, exhaust fan curb, VTR penetrations (vent through roof), Rake, ridge & along the transition area, existing skylights covered over with new metal panels, field laps / seams & AC units on enclosed metal curbs. It is my professional opinion that the over all condition on the (2) sections is fair with a life expectancy (15- 20 yrs.) with proper maintenance. The following are our recommendations for leaks & roof repairs:
- (Leak Repairs)
- Gold RM:
- Clean & repair (2) missing screw holes on the metal rib with compatible EPDM materials on the lower section.
- Women's Restroom:
- Clean & repair (9) pipe penetrations avg. size 2' x 3' lf. with compatible silicon roof coating on the lower section (54 sf.).
- Clean & repair (4) missing screw hole & (2) open cracks on the metal ribs with compatible EPDM materials.

- Men's Restroom:
- Clean & repair multiple open cracks on the existing SE transition tie- in area approximately 3' x 15' lf. on the upper section with compatible silicon roof coating (45 sf.).
- (Recommendations For Roof Repairs)
- Lower Section:
- Clean & repair (2) exhaust fan curbs, (1) swamp cooler duct & (1) 10" VTR
  penetration with compatible silicon roof coating.
- Clean & repair (1) open cracked cracked rib & (2) missing screw hole with compatible EPDM materials.
- Refasten loose field screws & replace as needed.
- Upper Section:
- Clean & repair the following areas & items listed below with compatible silicon roof coating & remove all work debris from the roof tops & off the job site.
- Existing transition tie- in approximately 3' x 40' lf. (120 sf.).
- Top ridge & the sides on the new metal panels over existing skylights approximately 250' lf.
- (9) pipe penetrations avg. size 2' x 3' lf. (54 sf.).
- NOTE: THE (2) EXISTING AC- UNITS ON ENCLOSED METAL CURBS NEEDS TO BE REMOVED & RE- SET ON NEW STEEL SQUARE FRAME WITH LEGS STANDS TO EXPOSED AC- DUCTS BY OTHERS TO ALLOW ACCESS TO AC- DUCTS TO BE CLEANED & RESEALED.

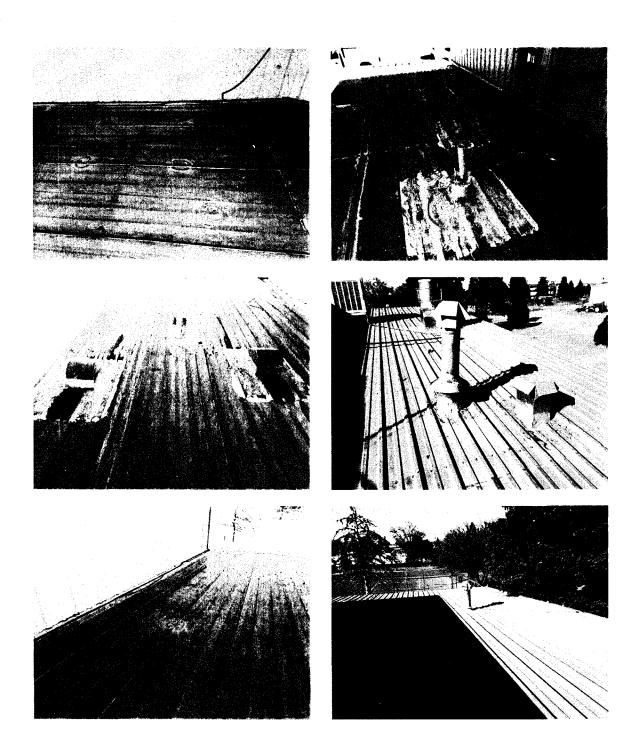
Total: Five Thousand Eight Hundred Sixty-Seven (\$5,867.00) PLUS APPLICABLE NMGRT.

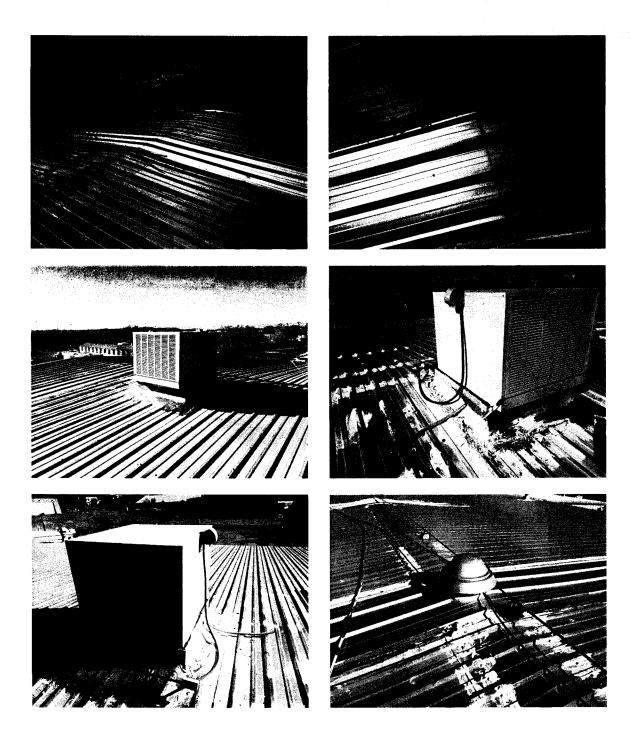
#### **Notes**

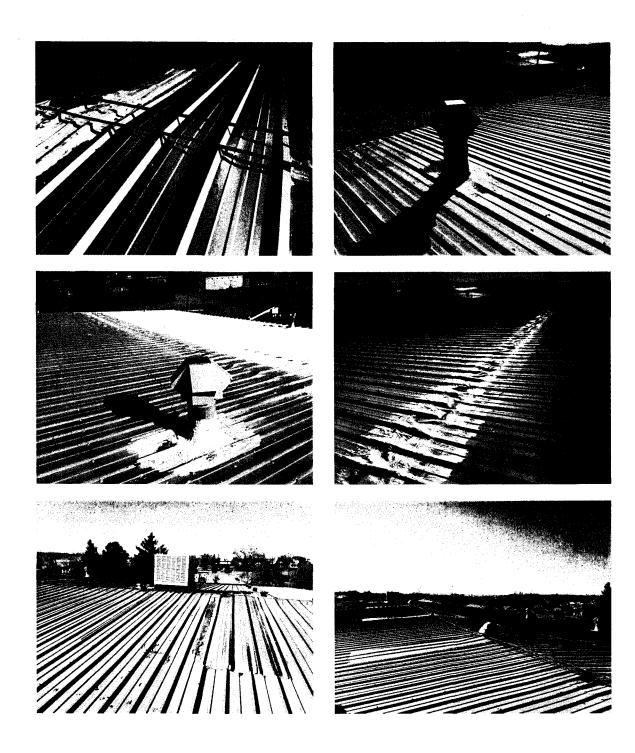
- All repairs will be made with compatible material.
- Price includes the loading and removal of all roofing material.
- We will not be responsible for the detection or removal of asbestos, lead based paint, mold, animal feces or other hazardous substances. We are neither qualified nor licensed to identify or handle these materials.
- This proposal is good for thirty (30) days from the date on the proposal.
- Payment due upon completion of the repairs.

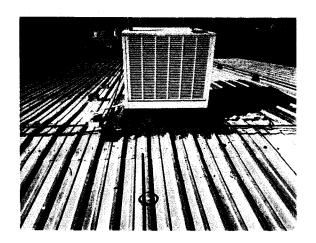
We can be contacted at (505) 883-3000 or by email with any questions or comments, or if you would like to schedule this work. Thank you for relying on National Roofing for your roofing needs.

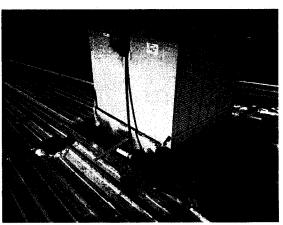
Thank you, Ieremia Tauala	Company Name:	
leremia@nationalroofing.com	Signed By:	
Eric Mizen	Title:	
Eric@nationalroofing.com	Date:	
Fonda Grady fonda@nationalroofing.com		













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# NATIONAL ROOFING

THINKING ON TOP SINCE 1976

December 4, 2018

WO# 21523

TO:

City of Santa Fe Facilities Division Santa Fe, NM 87501

**ATTN: Caryn Grosse** 

FROM: National Roofing

3408 Columbia Dr. NE Albuquerque, NM 87107

RE: Santa Fe University

At your request, National Roofing Company (NRC) inspected the roof at the above referenced location and recommend the following repairs.

- Benildus Hall Bldg 23:
- On October 1, 2018 a roof inspection was performed at 1600 St Michael's Drive, Santa Fe. NM 87505, over Bendilus Hall Bldg 23. The existing roofs consists of an E.P. Stevens & Johns Manville TPO single- ply membrane on all (4) sections & estimated to be 15 yrs. of age on the Stevens & 5 yrs. on the Johns Manville membrane. An inspection was conducted on all roof drains, wall flashing laps /corners, pipe penetrations, field seams & laps, Ac- units & exhaust fan curbs, edge metal with detail works & seal at wall flashing termination bar. It is my professional opinion that the over all condition on the roof systems is fair with an estimated remaining life expectancy on the existing Stevens TPO (3 5 yrs.) & (8-10 yrs.) on the Johns Manville TPO with proper maintenance. The following are our recommendations for leak & roof repairs:
- (Leak Repairs)
- Clean & repair (3) puncture holes through TPO membrane on the west section NE area with compatible TPO materials.
- (Recommendations For Roof Repairs)
- The following areas & items listed below to be cleaned & apply compatible TPO
  materials over low spots & deteriorated areas to re- enforce the existing membrane
  then strip- in perimeters with quick seam TPO tape & seal all cut ends with white
  polyurethane sealant:
- West Section: E.P. Stevens
- 2' x 4' patch NE corner on RTU- 4 (8 sf.)

- 4' x 8' patch west side on the far north skylight (32 sf.)
- 7' x 9' patch north side near RTU- 4 (63 sf.)
- 6' x 15' patch south side near RTU- 3 (90 sf.)
- 12' x 12' patch next to #2 drain from the NE area (144 sf.)
- 10' x 15' patch on the west side from RTU- 4 near roof hatch (150 sf.)
- 10' x 20' patch south from RTU- 4 near drain area (200 sf.)
- Repair approximately 45- 60 qty. open cracks, puncture holes & deteriorated areas as needed.
- Repair (4) open voids on the west edge metal approximately 7' lf.
- East Section: JM
- Repair (22) puncture holes, cuts & slices.
- Repair (29) open detail works on the north, east & south side edge metal approximately 31' lf.
- Middle Section: E.P Stevens / 16' Ladder For Access
- Repair approximately 40- 50 open cracks, puncture holes & deteriorated areas as needed.
- South Lower Section: E.P Stevens
- Repair 30- 40 open cracks, puncture holes & deteriorated areas as needed.
- Clean & remove all work debris from the roof tops & off the job site.

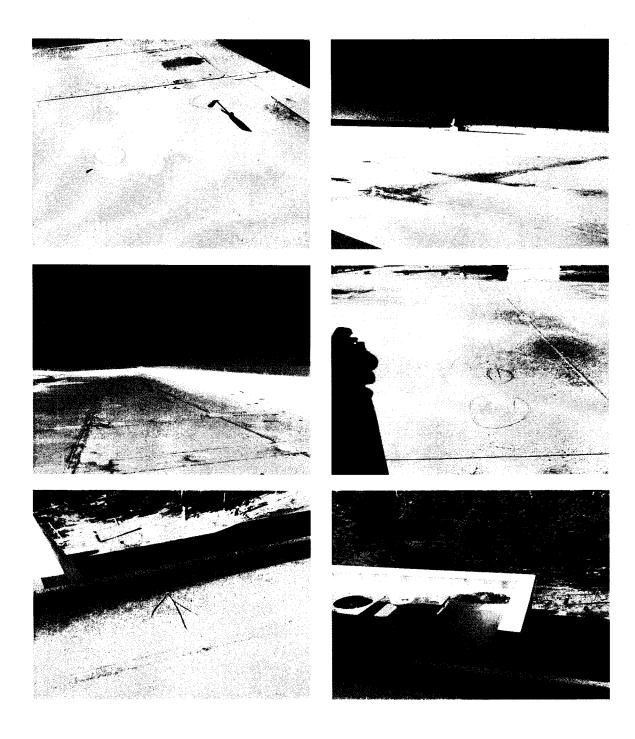
Total: Ten Thousand Two Hundred Sixteen (\$10,216.00) PLUS'APPLICABLE NMGRT.

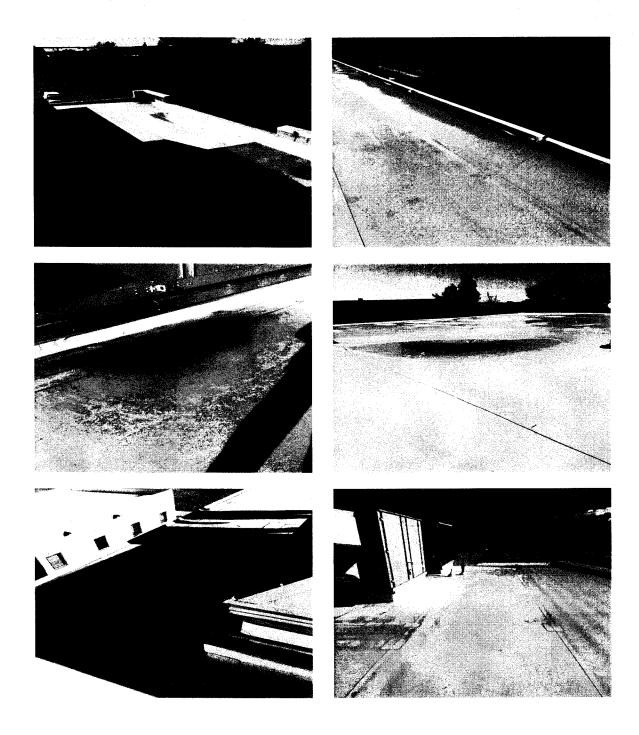
#### **Notes**

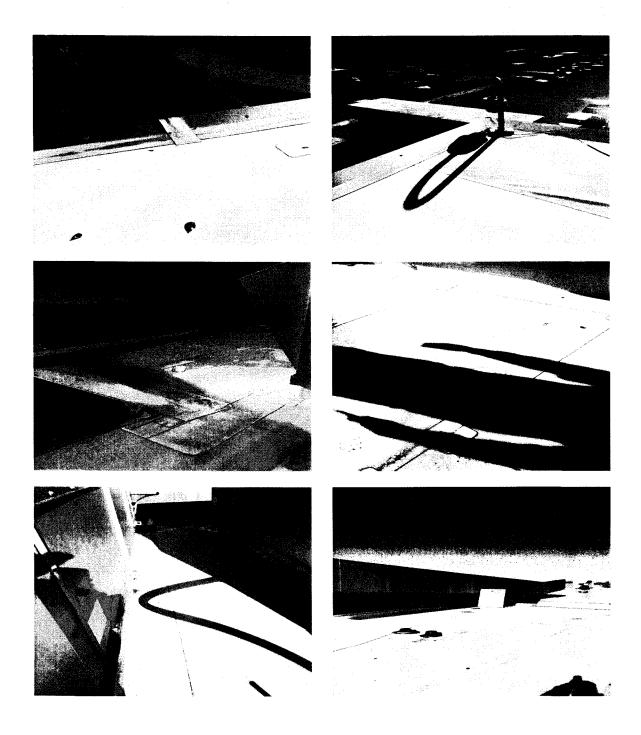
- All repairs will be made with compatible material.
- Price includes the loading and removal of all roofing material.
- We will not be responsible for the detection or removal of asbestos, lead based paint, mold, animal feces or other hazardous substances. We are neither qualified nor licensed to identify or handle these materials.
- This proposal is good for thirty (30) days from the date on the proposal.
- Payment due upon completion of the repairs.

We can be contacted at (505) 883-3000 or by email with any questions or comments, or if you would like to schedule this work. Thank you for relying on National Roofing for your roofing needs.

Thank you,	Company Name:	
Ieremia Tauala Ieremia@nationalroofing.com	Signed By:	
Eric Mizen	Title:	
Eric@nationalroofing.com	Date:	
Fonda Grady fonda@nationalroofing.com		









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# NATIONAL ROOFING

THINKING ON TOP SINCE 1976

December 4, 2018

WO# 21516

TO:

City of Santa Fe Facilities Division Santa Fe, NM 87501

ATTN: Caryn Grosse

FROM: National Roofing

3408 Columbia Dr. NE Albuquerque, NM 87107

RE: Santa Fe University

At your request, National Roofing Company (NRC) inspected the roof at the above referenced location and recommend the following repairs.

- Film School Bldg 15:
- On October 1, 2018 a roof inspection was performed at 1600 St Michael's Drive, Santa Fe, NM 87505, Film School Bldg. 15. The existing roofs consists of a GAF TPO membrane on all (3) sections & estimated to be 3-5 yrs.. of age. An inspection was conducted on all roof drains & over flows, wall flashing laps /corners, pipe penetrations, field seams & laps, metal counter flashing's, AC & condenser units. It is my professional opinion that the over all condition on the TPO membrane is good with an estimated life expectancy on the existing membrane (10- 15 yrs.) with proper maintenance. The following are our recommendations for leak & roof repairs:
- (Leak Repairs)
- Refasten down loose batten bar at metal cap to upper stucco wall & reseal with brown polyurethane sealant approximately 12' lf. over the adjacent hallway to Bldg 15 & 14 on the lower middle section.
- NOTE: The existing stucco over leak area is deteriorating & needs to be restuccoed by others to prevent further damages to the interior.
- (Recommendations For Roof Repairs)
- Clean & repair (1) open puncture hole through the TPO membrane with compatible TPO materials to on the SE corner
- Clean & remove all work debris from the roof tops & off the job site.

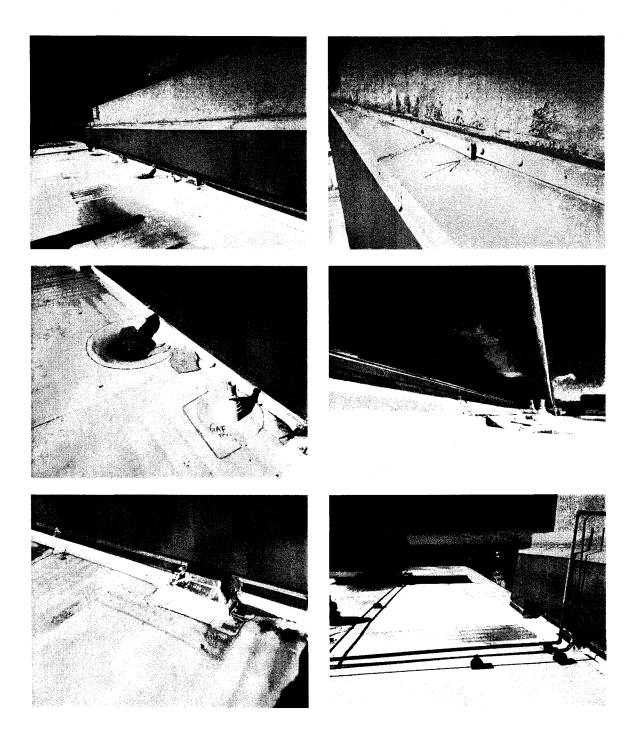
			CABLE NMGRT.

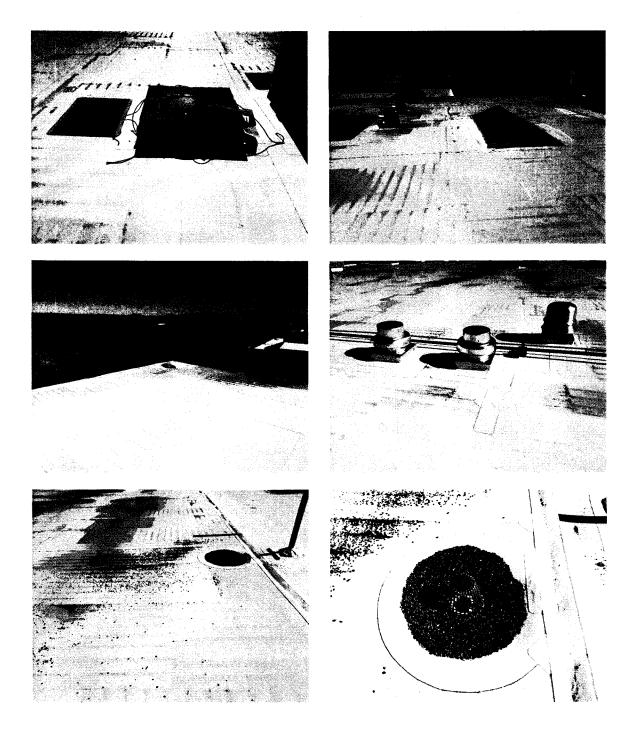
#### **Notes**

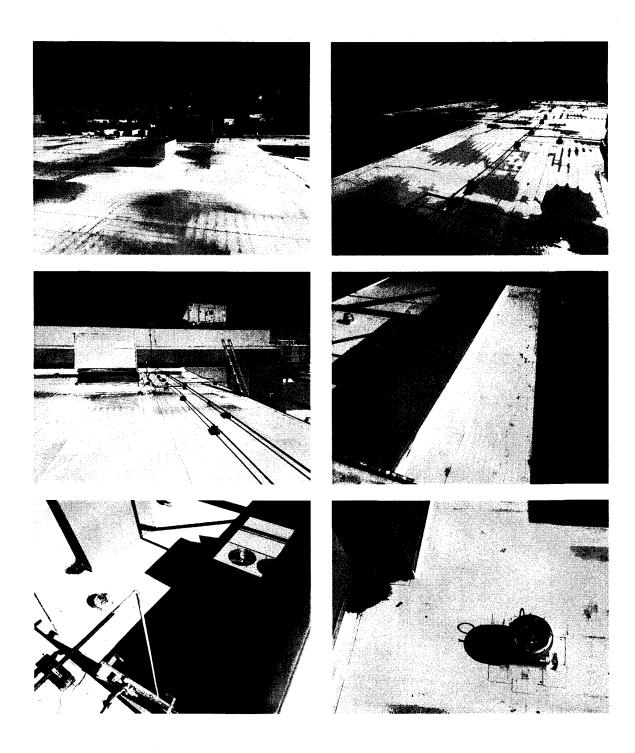
- All repairs will be made with compatible material.
- Price includes the loading and removal of all roofing material.
- We will not be responsible for the detection or removal of asbestos, lead based paint, mold, animal feces or other hazardous substances. We are neither qualified nor licensed to identify or handle these materials.
- This proposal is good for thirty (30) days from the date on the proposal.
- Payment due upon completion of the repairs.

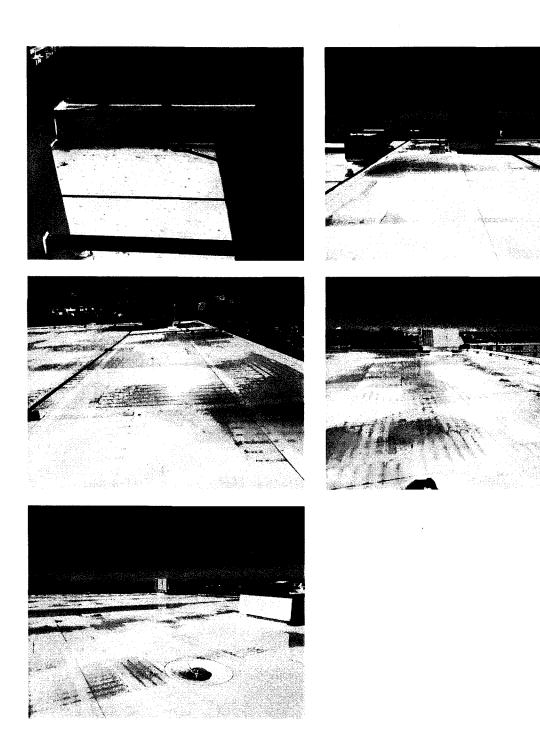
We can be contacted at (505) 883-3000 or by email with any questions or comments, or if you would like to schedule this work. Thank you for relying on National Roofing for your roofing needs.

Thank you, Ieremia Tauala	Company Name:	
Ieremia@nationalroofing.com	Signed By:	
Eric Mizen	Title:	
Eric@nationalroofing.com	Date:	
Fonda Grady fonda@nationalroofing.com		











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# NATIONAL ROOFING

THINKING ON TOP SINCE 1976

December 4, 2018

WO# 21522

TO:

City of Santa Fe Facilities Division Santa Fe, NM 87501

**ATTN: Caryn Grosse** 

FROM: National Roofing

3408 Columbia Dr. NE Albuquerque, NM 87107

RE:

Santa Fe University

At your request, National Roofing Company (NRC) inspected the roof at the above referenced location and recommend the following repairs.

- Kennedy Hall Bldg. 13:
- On October 1, 2018 a roof inspection was performed at 1600 St Michael's Drive, Santa Fe, NM 87505, Kennedy Hall Bldg. 13. The existing roofs consists of an ballasted E.P Stevens TPO membrane on all (3) sections & estimated to be 15 yrs. of age. An inspection was conducted on all roof drains, wall flashing laps /corners, pipe penetrations, field seams & laps, AC- units & ducts, exhaust fan curbs, skylights, chimneys, metal counter flashing's & the edge metal with detail works. It is my professional opinion that the over all condition on the ballasted E.P. Stevens TPO membrane is in fair condition with an estimated life expectancy on the existing membrane of (3- 5 yrs.) with proper maintenance. The following are our recommendations for leak & roof repairs:
- (Leak Repairs)
- Main Lobby:
- Clean & repair deteriorated areas on the north lower AC- unit approximately 5' x 15' patches on the west & east side then a 5' x 12' patch on the south side with compatible TPO materials.
- Clean, prime & strip- in the perimeters on the (3) new patched areas with quick seam TPO materials approximately 74' lf. & seal all cut ends with white polyurethane sealant.
- Clean & remove all work debris from the roof top & off the job site.

- North Lobby:
- Remove & shovel back existing ballast back on the north lower section approximately 21' x 21' area over leak spots.
- Clean & repair over deteriorated membrane with compatible TPO materials approximately 20' x 20' patch & strip- in the perimeters with TPO quick seam tape approximately 84' lf.
- Shovel ballast back in place after repairs have been completed & remove all work debris from the roof top & off the job site.
- 2nd Floor B- Wing:
- Clean & repair over deteriorated areas under the south side of AC- unit & both outsides of the AC- stand with compatible TPO materials approximately 8' x 8' patch.
- Clean, prime & strip- in the perimeters with compatible EPDM quick seam materials & seal all cut ends with white polyurethane sealant.
- Clean & remove all work debris from the roof top & off the job site.
- (Recommendations For Roof Repairs)
- The Following areas & items listed below to be cleaned & apply compatible TPO & EPDM materials over open detail works on the edge metal & exposed pipe penetrations as needed & seal all cut ends with white polyurethane sealant.
- North Lower Section:
- Repair (14) open detail works on the north, east & south side edge metal approximately 16' lf.
- South Upper Section:
- Strip- in (1) exposed roof jack on all 4- sides.
- Repair (23) open detail works on the north, south, east & west side edge metal approximately 25' lf.
- West Upper Section:
- Strip- in (1) exposed roof jack on all 4- sides.
- Repair (17) exposed detail works on the west, north & est side approximately 19' lf.
- Clean & remove all work debris from the roof tops & off the job site.

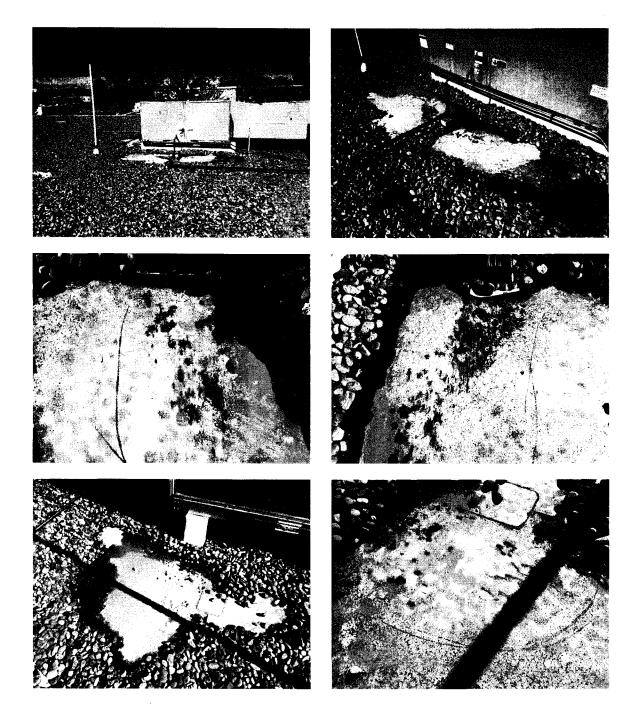
Total: Ten Thousand Nine Hundred Eighty-Six and 50/100 (\$10,986.50) PLUS APPLICABLE NMGRT.

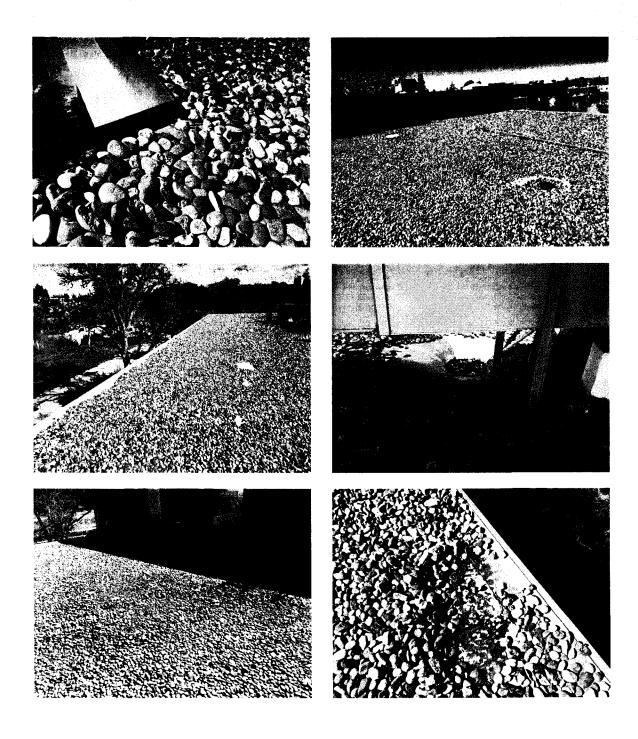
### **Notes**

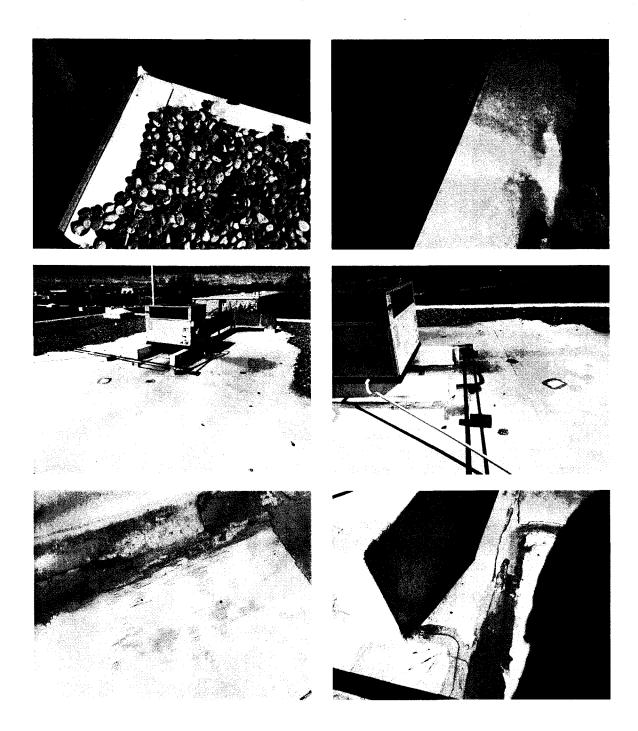
- All repairs will be made with compatible material.
- Price includes the loading and removal of all roofing material.
- We will not be responsible for the detection or removal of asbestos, lead based paint, mold, animal feces or other hazardous substances. We are neither qualified nor licensed to identify or handle these materials.
- This proposal is good for thirty (30) days from the date on the proposal.
- · Payment due upon completion of the repairs.

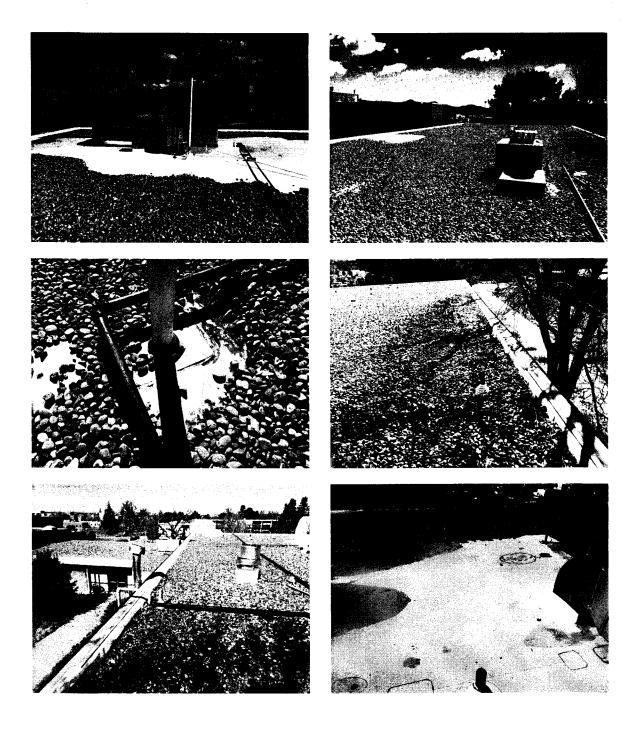
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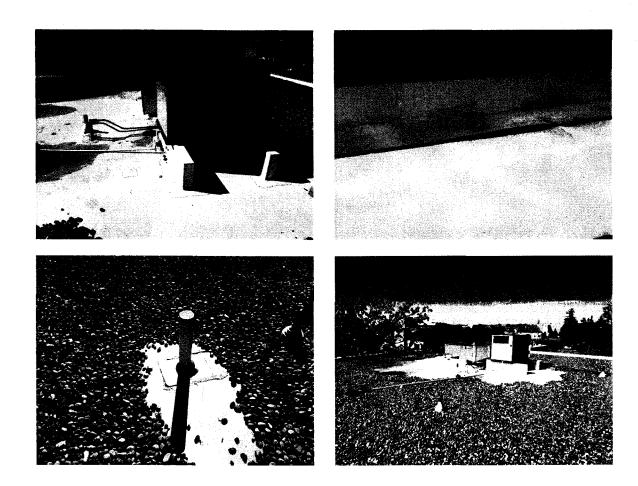
Thank you, Ieremia Tauala	Company Name:		
leremia@nationalroofing.com	Signed By:		
Eric Mizen	Title:		
Eric@nationalroofing.com			,
	Date:		
Fonda Grady			
fonda@nationalroofing.com			













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# NATIONAL ROOFING

THINKING ON TOP SINCE 1976

December 4, 2018

WO# 21521

TO:

City of Santa Fe Facilities Division Santa Fe, NM 87501

**ATTN: Caryn Grosse** 

FROM: National Roofing

3408 Columbia Dr. NE Albuquerque, NM 87107

RE: Santa Fe University

At your request, National Roofing Company (NRC) inspected the roof at the above referenced location and recommend the following repairs.

- La Salle Hall Bldg. 11:
- On November 15, 2018 a roof inspection was performed at La Salle Hall Building 11, 1600 St Michaels Drive, Santa FE, NM, La Salle Hall Bldg. 11. The existing roof consists of a Johns Manville TPO membrane system. An inspection was conducted on drains and overflows, pipe penetrations, wall flashing laps/corners, skylights, and exhaust fan curbs. it is in my professional opinion that the TPO sytem has an estimated expectancy of 10-15 years with proper maintenance, and is in good condition. The following are our recommendations for leak & RMP repairs:
- Leak areas:
- Lobby, lower roof, SE drain and North drain, remove drain rings, cut membrane back to drain bowl, apply full tube of water block, install new drain target 4' x 4' tan JM TPO membrane over drain areas, detail to manufacturers specifications. Refasten drain rings, replace any broken bolts as needed.
- RMP:
- Lobby, lower roof, clean and reseal top of counter flash with tan polyurethane sealant, approximately 180'.
- Upper east section, replace missing 5" x 11 1/2" vent cap, reseal top of counter flash on chimney, approximately 18'.
- Upper west section, replace missing 5" x 11 1/2" vent cap, install missing tan TPO pipe boot on 3 1/2" PVC pipe penetration, reseal top of counter flash on chimney, approximately 18'.

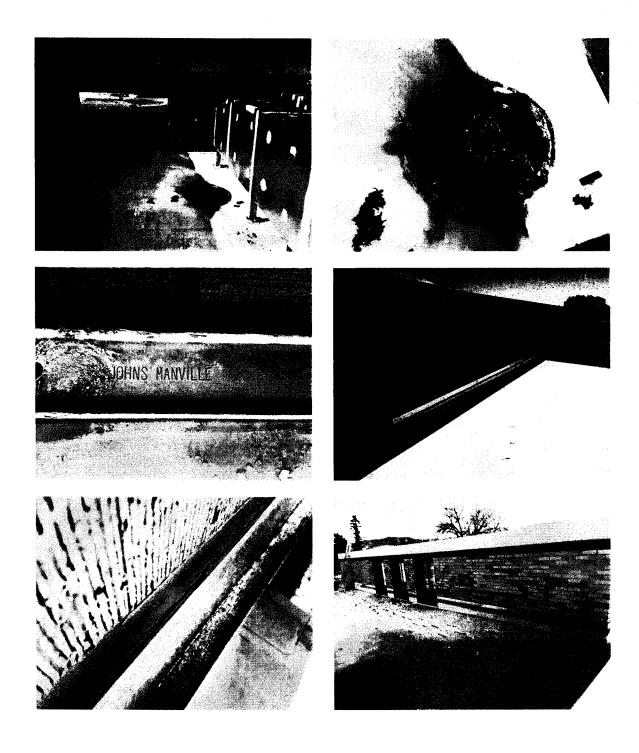
Total:	Three	<b>Thousand</b>	Six Hundre	d Ninety-Five	(\$3,695.00)	PLUS A	PPLICABLE	NMGRT.
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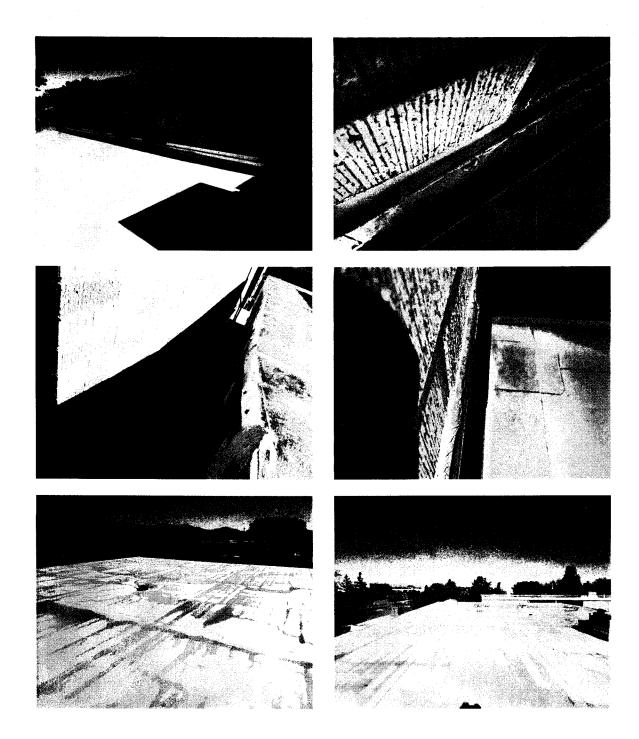
### **Notes**

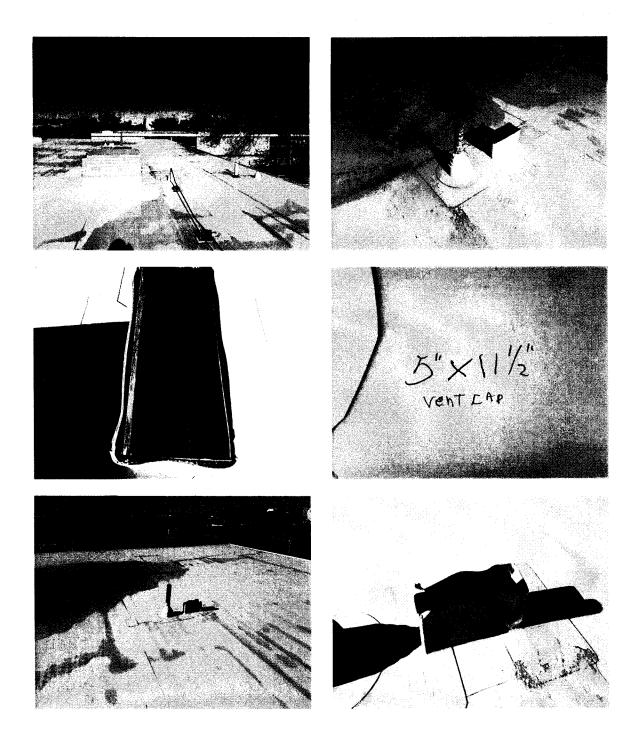
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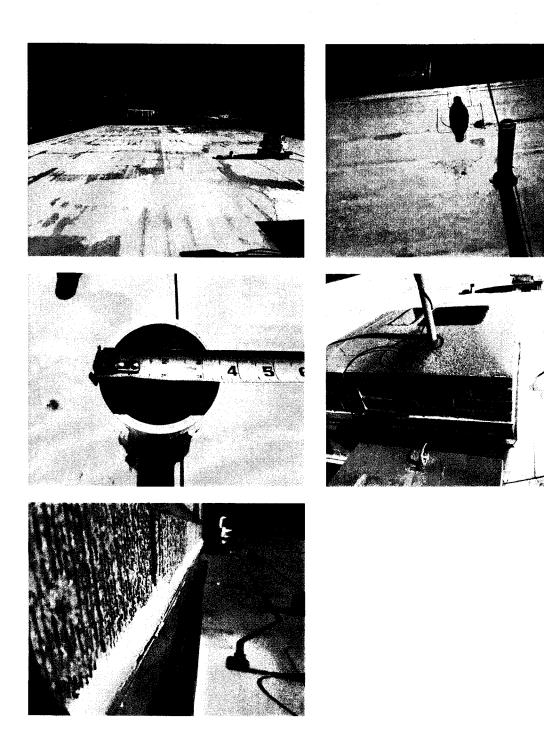
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Thank you, Ieremia Tauala	Company Name:	
leremia@nationalroofing.com	Signed By:	
Eric Mizen	Title:	
Eric@nationalroofing.com	Date:	
Fonda Grady fonda@nationalroofing.com		











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# NATIONAL ROOFING

THINKING ON TOP SINCE 1976

December 4, 2018

**WO# 21518** 

TO:

City of Santa Fe Facilities Division Santa Fe, NM 87501

**ATTN: Caryn Grosse** 

FROM: National Roofing

3408 Columbia Dr. NE Albuquerque, NM 87107

RE: Santa Fe University

At your request, National Roofing Company (NRC) inspected the roof at the above referenced location and recommend the following repairs.

- Marion Center for Photographic Arts Bldg. 30:
- On November 15, 2018 a roof inspection was performed at the Marion Center Building 30, 1600 St Michaels Drive, Santa Fe, NM, Marion Center for Photographic Arts Bldg. 30. The existing roof consists of an EPDM Ballast membrane system. An inspection was conducted on drains and overflows, pipe penetrations, wall flashing laps/corners, skylights, exhaust fan and unit curbs. It is my professional opinion that the EPDM Ballast system is in fair condition with an estimated life expectancy of 5-10 years with proper maintenance. The following is our recommendations for leak & RMP repairs:
- Leak repairs:
- RTU-1M west section, repair (3) open corners on on duct curb, and (1) open corner of wall flash on penthouse next to unit.
- NOTE: The Office south side, coming from stucco/concrete at stairs, not a roof issue
- RMP:
- West Section, install 6' x 7' EPDM 60 mil. field patch over area where others tried to repair with plastic cement.
- Cut membrane back from (12) areas where membrane is bridging from parapet wall.
- Fasten membrane at transition, install new wall flashing, approximately 325' total, detail to manufacturers specifications.

- Clean, prime, and reseal (7) penetrations, & (10) open corners with compatible EPDM materials, apply lap sealant as needed.
- East Section, cut membrane back from (3) areas where membrane is bridging from parapet wall.
- Fasten membrane at transition, install new wall flashing, approximately 140' total, detail to manufacturers specifications.
- Clean, prime, and reseal (3) penetrations, & (5) open corners with compatible EPDM materials, apply lap sealant as needed.

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#### **Notes**

- All repairs will be made with compatible material.
- Price includes the loading and removal of all roofing material.
- We will not be responsible for the detection or removal of asbestos, lead based paint, mold, animal feces or other hazardous substances. We are neither qualified nor licensed to identify or handle these materials.
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- Payment due upon completion of the repairs.

fonda@nationalroofing.com

We can be contacted at (505) 883-3000 or by email with any questions or comments, or if you would like to schedule this work. Thank you for relying on National Roofing for your roofing needs.

Thank you,	Company Name:	
Ieremia Tauala		
<u>leremia@nationalroofing.com</u>	Signed By:	
Eric Mizen	Title:	
Eric@nationalroofing.com		
	Date:	
Fonda Grady		

