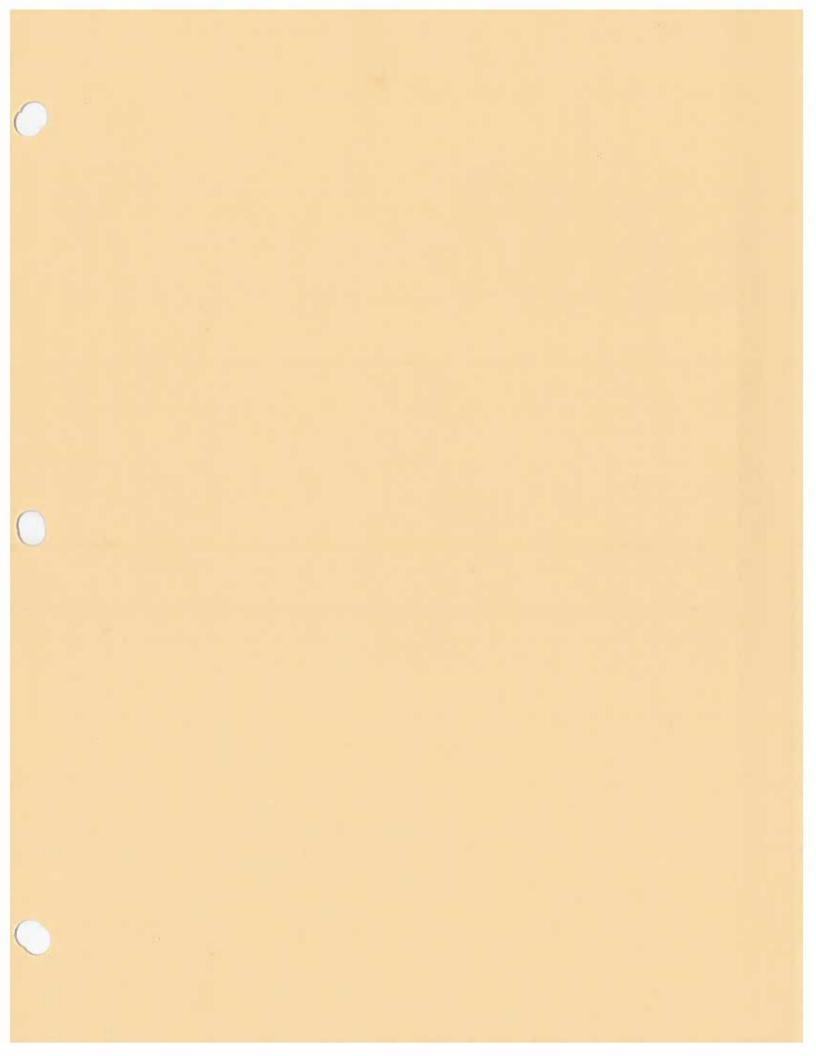
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CASAUS	FIRST NAME		DEPARTMENT	POSITION	STATUS	HIRE DATE
- CASAUS	LORE	Н	PUBLIC SAFETY DEPARTMENT	CASE MANAGER	PB	2/17/2014
5	KENNEDY		COMMUNITY SERVICE DEPARTMENT	COMM HEALTH NURSE/MOBILE VAN	PB	3/3/2014
BOWLES	MICHAEL	V	PUBLIC SAFETY DEPARTMENT	DETENTION OFFICER	PB	2/24/2014
LOPEZ	ANTONIO	L	PUBLIC SAFETY DEPARTMENT	DETENTION OFFICER	PB	2/24/2014
ROMERO	NICOLE	М	PUBLIC SAFETY DEPARTMENT	DETENTION OFFICER	PB	2/17/2014
JOHNSON MILLS	ERIKA	Р	PUBLIC SAFETY DEPARTMENT	EMERGENCY COMM SPEC	PB	2/24/2014
BAROS	DAVID	В	PUBLIC WORKS DEPARTMENT	TRAINEE EQUIPMENT OPERATOR	PB	2/17/2014
ЗАСА	BRENDA	E	PUBLIC SAFETY DEPARTMENT	LIFE SKILLS WORKER I	PB	3/3/2014
<sup>2</sup> ARKE	CHEYENNE	D	PUBLIC SAFETY DEPARTMENT	LIFE SKILLS WORKER I	РВ	2/26/2014
BARCIA JR	LORETTO		PUBLIC SAFETY DEPARTMENT	MAINTENANCE SUPERVISOR	PB	3/3/2014
YAD	MERRITT	-	PUBLIC SAFETY DEPARTMENT	MENTAL HEALTH MANAGER	PB	3/3/2014
DEAN	ALLIE	С	COUNTY CLERK'S OFFICE	RECORDING CLERK	PB	2/24/2014
TARKWEATHER	FAITH	L	PUBLIC SAFETY DEPARTMENT	REGISTERED NURSE	PB	2/10/2014
TORER	ALICIA	G	PUBLIC SAFETY DEPARTMENT	SECRETARY SENIOR	PB	2/26/2014
ie R	JASON	W	COUNTY SHERIFF'S OFFICE	SHERIFF DEPUTY II	PB	
1EEK	DALE	E	COUNTY SHERIFF'S OFFICE			2/24/2014
ARCHARIK	GERALDINE	A		SHERIFF DEPUTY II	PB	2/24/2014
	GERALDINE	_	PUBLIC SAFETY DEPARTMENT	THERAPIST	PB	2/10/2014
			3			









Ron E. Madrid
Undersheriff
986-2455
rmadrid@santafecounty.org

35 Camino Justicia - Santa Fe, New Mexico 87508

# **MEMORANDUM**

To:

**Board of County Commissioners** 

From:

Undersheriff Ron Madrid

Date:

February 7, 2014

Re:

Resolution 2014 - A resolution requesting a budget increase to the Law

Enforcement Operations Fund (246) to budget (1) grant awarded through the

Department of Public Safety - NMSP / \$18,300.00

## Issue:

The Santa Fe County Sheriff's Office was awarded funding for a grant that will assist in overtime needed when serving outstanding DWI warrants and conducting Minor in Compliance operations.

## Background:

The 2014 Statewide Expanded Operation DWI (SEDWI), Agreement # 14-AL-64-P05 SFSO in the amount of \$18,300, has awarded a grant to the Sheriff's Office through the Department of Public Safety. This grant will assist with personnel services/overtime needed when serving outstanding DWI warrants and conducting Minor Compliance checks. The purpose of this Agreement is to provide funding to local law enforcement agencies to work in coordination with the Department to conduct warrant roundups for DWI offenders who have a pending arrest warrant for DWI or who are in violation of their court order in Santa Fe County and surrounding areas.

# **Action Requested:**

The Santa Fe County Sheriff's Office requests approval to budget funding from the grant listed above in the amount of \$18,300.00.

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# RESOLUTION 2014 -

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IN TO MAKE THE BUDGET ADJUSTMENT DETAILED ON THIS FORM	avch 25, 2014, did request the following budget adjustment:
E BUDGE	
A RESOLUTION REQUESTING AUTHORIZATION TO MAKE TH	Whereas, the Board of County Commissioners meeting in regular session on ${\mathcal M}$

Fiscal Year: 2014 (July 1, 2013 - June 30, 2014)

Fund Name Law Enforcement Operation Fund (LEOF)

BUDGETED REVENUES: (use continuation sheet, if necessary)

Budget Adjustment Type: Budget Increase

Department / Division: Sheriff's Office

DECREASE		
INCREASE	\$18,300.00	\$18,300.00
REVENUE NAMB	2013 Statewide Expanded Operation DWI (SEDWI) Grant	
ELEMENT/ OBJECT XXXX	09.04	
ACTIVITY BASIC/SUB XXX	372	eck here)
DEPARTMENT/ DEPARTMENT/ DIVISION EXXXX	1222	TOTAL (if SUBTOTAL, check here
FUND CODE XXX		TOTAL (ii

BUDGETED EXPENDITURES: (use continuation sheet, if necessary)

	i		1		
DECREASE AMOUNT			Date: 3.13.14	Date:	Date:
INCREASE	\$18,034.65 \$265.35	\$18,300.00	Ď	Dž	D
INE ITEM	/ Overtime FICA Medicare		Majok	Entered by:	Updated by:
CATEGORY / LINE ITEM NAME	Salary & Wages / Overtime Employee Benefits / FICA Medicare		Tide:	Date: 3/17/1"	1 Date: 0.17.14
ELEMENT/ OBJECT XXXX	10.25 20.02		10%	all Coras	L'ESTIN
ACTIVITY BASIC/SUB XXX	424 424	sck here )	roval:	(NIM	Pottler
DEPARTMENT/ DIVISION XXXX	1222	TOTAL (if SUBTOTAL, check here	Requesting Department Approval:	Finance Department Approval (11)	County Manager Approval?
FUND CODE XXX	246 246	TOTAL (il	Requesting	Finance De	County Ma

# SANTA FE COUNTY

# RESOLUTION 2014 -

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Phone No.: (505) 986-2457
+
pt/Div: Sheriff's Office
Dep
e: Ron Madrid, Undersheriff
Name

DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT (If applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.):

- The Department of Public Safety, for Operation Descansos has granted the Santa Fe County Sheriff's Office with \$18,300.00. These funds are overtime when serving outstanding warrants and conducting Minor in compliance Operations. Minor in Compliance Operations consists of minors entering liquor establishments to purchase alcohol and/or having an adult purchase alcohol for the minor. 1) Please summarize the request and its purpose.
- a) Employee Actions

Position Title	Sheriff's Deputies			
Position Type (permanent, lerm)	Permanent Positions			
Laction (Add/Dolete Position, Reclass, Overtime)	Ouertime			
I then forest	10 35	10.43		

b) Professional Services (50-xx) and Capital Category (80-xx) detail:

Zinogii.			
Detail (what specific things, contracts, or services are being added or deleted)			
Linc Item		}	

or for NON-RECURRING (onc-time only) expense. 2) Is the budget action for RECURRING expense X

# SANTA FE COUNTY

RESOLUTION 2014 -

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Phone No.: (505) 986-2457	DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT (If applicable, cite the following authority: State Statute, grant name and award late, other laws, regulations, etc.):	
s Office	(If appli	
Sheriff	STMENT	
Dept/Div: Sheriff's Office	ET ADJU	
Name: Ron Madrid, Undersheriff De	DETAILED JUSTIFICATION FOR REQUESTING BUDG date, other laws, regulations, etc.):	
Nan	DE:	

- 3) Does this request impact a revenue source? If so, please identify (i.e. General Fund, state funds, federal funds, etc.), and address the following:
  - a) If this is a state special appropriation, YES If YES, cite statute and attach a copy.
- Docs this include state or federal funds? YES X NO Include grant name, number, award date and amount, and attach a copy of a award letter and proposed budget. **至** 9

2013 Statewide Expanded Operation DWI (SEDWI)

14-AL-64-P05 SFSO Agreement#:

October 1, 2013 to September 30, 2014 \$18,300.00 Award Period:

Award Amount:

- If YES, please cite and attach a copy of supporting documentation (i.e. Minutes, Resolution, Ordinance, etc.). NO Is this request is a result of Commission action? YES\_ :
- Please identify other funding sources used to match this request. ਚ

# SANTA FE COUNTY

# RESOLUTION 2014 -

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Santa Fe County that the Local Government Division of the Department of Finance and Administration is hereby requested to grant authority to adjust budgets as detailed above.

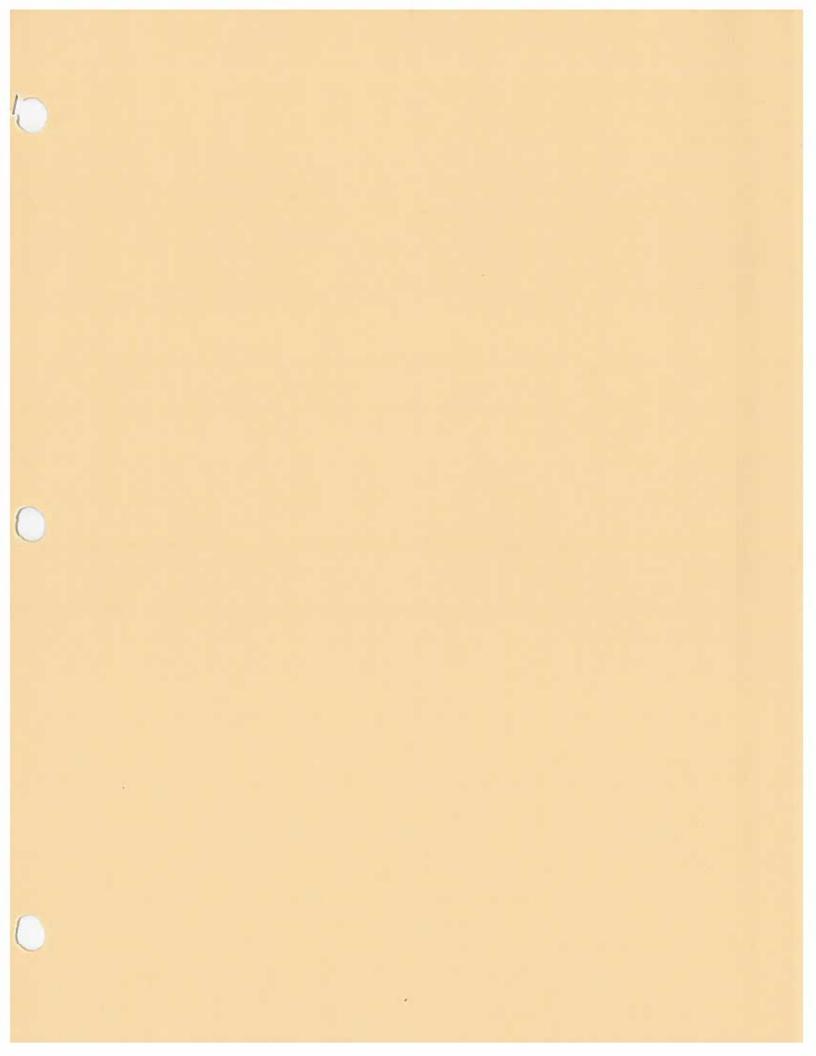
2014. Approved, Adopted, and Passed This 25th Day of March

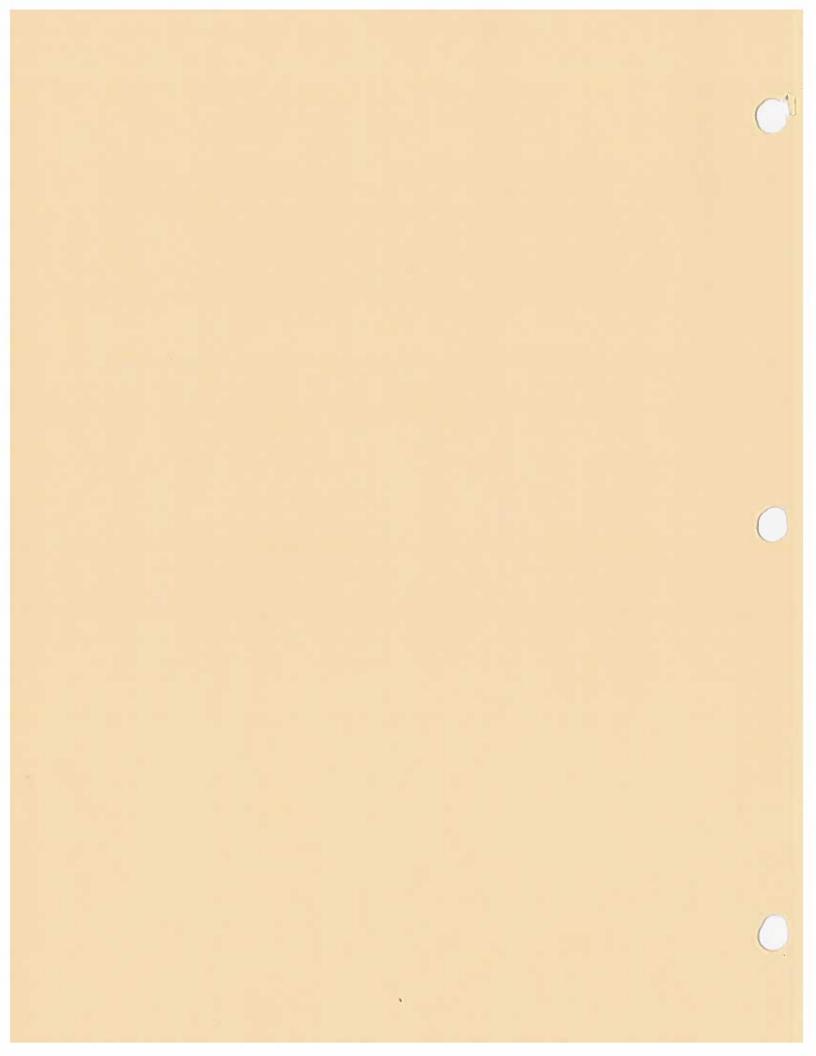
Santa Fe Board of County Commissioners

Daniel W. Mayfield, Chairperson

ATTEST:

Geraldine Salazar, County Clerk





Daniel "Danny" Mayfield
Commissioner, District 1

Miguel M. Chavez Commissioner, District 2

Robert A. Anaya Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller County Manager

# **MEMORANDUM**

DATE:

February 27, 2014

TO:

**Board of County Commissioners** 

FROM:

Adam Leigland, Public Works Director 7 210/19

VIA:

Katherine Miller, County Manager

ITEM AND ISSUE: BCC Meeting March 25, 2014

A RESOULUTION AMENDING AND RESTATING RESOLUTIONS 2011-52(CREATING THE ROAD ADVISORY COMMITTEE) AND 2012-15 (AMENDING RESOLUTION 2011-52 TO MODIFY THE COMPOSITION OF THE COMMITTEE) TO RESTRUCTURE THE COMPOSITION OF THE COMMITTEE AND THE DUTIES AND RESPONSIBILITIES OF THE COMMITTEE (PUBLIC WORKS/ROBERT MARTINEZ)

## **BACKGROUND AND SUMMARY:**

The Road Advisory Committee (RAC) was created by the BCC in April 12, 2011, by Resolution 2011-52 and modified in January 31, 2012, by Resolution 2012-15. The RAC consists of 15 members appointed by the BCC; the number and break-out of appointments per Commission District is based on the mileage of County-maintained roads within the respective Commission Districts. Per resolution, the RAC meets every two months. The current members are as follows:

<b>Commission District:</b>	Member:	<b>Term Expires:</b>
1	Edward Medina	3/27/2015
1	Levi Valdez	3/27/2015
1	Robert Hirasuna	3/27/2014
2	Charles Harrison	3/27/2014
2	Ann Noble	3/27/2015
3	Richard Montoya	3/27/2014
3	Chris Mayrant	3/27/2015
3	Rita Loy-Simmons	3/27/2015
3	Charlie C de Baca	3/27/2014
3	Caroline Moore	3/27/2014
4	Kent Roberts	3/27/2014
4	Julie Bain	3/27/2015
5	Vacant	3/27/2015

5	Tamara Haas	3/27/2014
5.	Bernard Paiz	3/27/2015

The RAC met for the first time in March 2012, and there have been 14 meetings scheduled since then, but of those, only 6 have taken place. Six meetings were cancelled due to the lack of a quorum and 2 were cancelled due to noticing issues. Staff is concerned about the inability to obtain quorums for these meetings and feels the committee is too large and meets too frequently.

Staff feels that the RAC is an important committee. The committee reviewed and provided valuable feedback on the Road Acceptance and Traffic Calming Policies that ultimately were approved by the BCC, and performed a site visit for the one road that has been submitted for acceptance under the Road Acceptance Policy. However, staff feels that the RAC can be made even more effective and would like the BCC to consider reducing the number of members on the committee to five and reducing the meeting frequency to an as needed basis.

There is one vacancy in Commission District 5 and seven members' appointments will expire this March. Prior to reappointing these members to a second and final term or appointing new members, staff would like the BCC to consider the changes described above.

# **ACTION REQUESTED:**

The Public Works Department requests approval of the attached resolution amending and restating resolutions 2011-52 and 2012-15 to restructure the composition of the Road Advisory Committee and the duties and responsibilities of the committee.

### Attachments:

- 1. Resolution 2011-52
- 2. Resolution 2012-15

# THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY

# RESOLUTION 2011-52

# A RESOLUTION CREATING THE SANTA FE COUNTY ROAD ADVISORY COMMITTEE.

WHEREAS, the Board of County Commissioners (the "BCC") recognize the importance and need for Citizen input to identify and plan road improvement projects for Santa Fe County (hereinafter the "County");

WHEREAS, the BCC understands that a Road Advisory Committee should be established to assist the BCC in accomplishing that goal; and

WHEREAS, the BCC recognizes the importance of clearly defining the purposes, duties, and responsibilities of the County Road Advisory Committee.

# NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS HEREBY PROCLAIMS AS FOLLOWS:

- The BCC hereby establishes the Santa Fe County Road Advisory Committee (hereinafter the "Committee"). The Committee shall be organized, have the authorities and purposes as set forth herein.
- The express purpose of the Committee is to effectively engage and elicit community input to address road maintenance issues and future road improvement projects on County maintained roads.
- 3. The duties and responsibilities of the Committee include:
  - a) Review and annually recommend road improvement projects to the BCC for County maintained roads.
  - b) Inspect County maintained roads and report problem areas to the County.
  - c) Approve the annual report of the total mileage of public roads maintained in the county for final BCC approval.
  - d) Serve as liaison between the BCC and the general public.
  - Review and make recommendations to the BCC on roads that are being requested for acceptance as County roads.

- f) Perform other tasks and duties as assigned or directed by the BCC.
- Members and alternate members-will-be-appointed by the BCC based on submitted letters of interest, qualifications and County wide representation and serve at the pleasure of the BCC for the terms set forth herein. Appointments of existing members and alternate members of the existing Road Advisory Committee will terminate 30 days after the adoption of the ordinance repealing the existing Road Advisory Committee. Current members are encouraged to reapply for the committee.
- 5. The Committee shall be made up of fifteen (15) members and 15 alternate members, one each from each geographical area of the County as is consistent with the County Commission Districts and as enumerated in Exhibit "A." Of the initial appointments, seven (7) Committee members and alternates shall serve for a two year term, and eight (8) shall serve for a three year term. Subsequent terms shall be for three years to maintain the staggering of terms and reappointed as is consistent with this Resolution. Committee members and alternates shall serve for no more than two (2) consecutive terms. The Committee chairperson shall serve for a one year term and shall be selected by majority vote of the members of the Committee annually at the January meeting. Vacancies shall be filled for the remainder of the unexpired term by the BCC in accordance with this Resolution. Members and alternates may be removed by the BCC with or without cause.
- 6. All Committee members and alternates shall reside within the geographical areas they are representing. Notwithstanding the geographic distribution of the Committee members, all Committee members shall be charged with working for and representing the best interests of the County as a whole.
- 7. The Committee shall meet every other month to carry out their work starting in January of each year on a day and time agreed upon by a majority of the Committee. The meetings of the Committee shall be held at the Santa Fe County Public Works Building, located at 424, Veterans Memorial Highway, Santa Fe, NM, and such other locations as may be conducive to visible and publicly accessible meetings. Meetings shall be held in accordance with the County's Resolution Determining Reasonable Notice for Public Meetings of the Board of County Commissioners of Santa Fe County, and for Boards and Committees Appointed by or Acting Under the Authority of the Board of County Commissioners as well as the County's Resolution Establishing Rules of Order for Meetings of the Board of County Commissioners of Santa Fe County and for Certain Specified Committees.
- 8. All matters coming before the Committee shall be resolved by majority vote of a quorum of the Committee.
- 9. The County Manager shall appoint a member of the County staff to serve as liaison to the Committee. The liaison shall be responsible for stenographic services during meetings. The liaison shall ensure that packets are prepared for Committee members prior to each meeting, and that notices and agendas are created and posted in accordance with the County's Open Meetings Act Resolution.

PASSED, APPROVED, SIGNED AND ADOPTED THIS 2 DAY OF 12011 BY THE BOARD OF COUNTY COMMISSIONERS.

THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY

Virginia Vigil, Chairperson	

Attest:

Valerie Espinoza, County Clerk

Approved as to form:

Stephen C. Ross, County Astorney





COUNTY OF SANTA FE STATE OF NEW MEXICO ) PAGES: 5

BCC RESCLUTIONS

I Hereby Certify That This Instrument Was Filed for Record On The 13TH Day Of April, 2011 at 01:17:56 PM And Was Duly Recorded as Instrument # 1632214 Of The Records Of Santa Fe Coupty

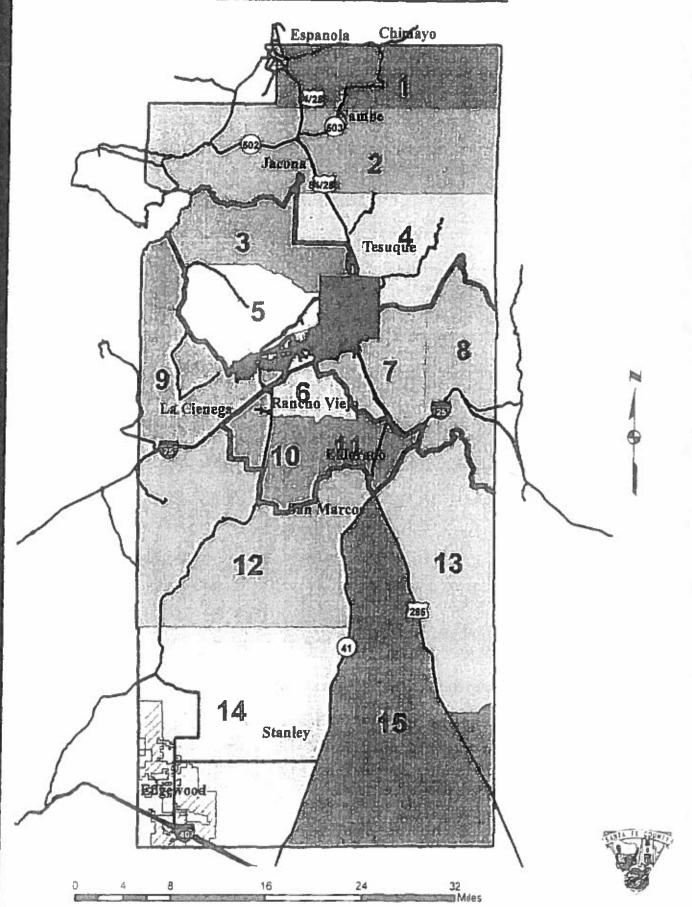
Deputy Hand And Seal Of Office
Valerie Espinoza
Seputy Clerk, Santa Fe, NM

# DIC NATIONALIZE S

# EXHIBIT "A"

Comm. District:	Road Adv. Area:	Communities served:
!	1	Агтоуо Seco, Chimayo & La Puebla
1	2	El Rancho, Jacona, Pojoaque, Nambe &
		Cuyamungue
1	4	Tesuque, Chupadero, Rio en Medio & Hyde Park Estates
11	2	La Tierra & Tano Road areas
11	3 5	
1.1	J	Caja del Río, Puesta del Sol, Pinon Hills & Agua Fria
III	9	La Cienega, La Cieneguilla, Remuda Ridge &
		Rancho de La Luna Subdivision
111	12	Rancho Alegre, Cerrillos, Waldo, Madrid and
		Golden
Ш	13	Ojo de La Vaca & White Lakes Area
III	14	San Pedro, Cedar Grove & Edgewood
111	15	Galisteo & Stanley
IV	7	Arroyo Hondo, Seton Village, Sunlit Hills & Old
		Santa Fe Trail area
IV	8	Canada de Los Alamos, San Sebastian, Canoncito,
	-	Valencia and Glorieta
V	6	Old Galisteo Road, Rancho Viejo, Valle Lindo Sub.
		& Town & Country Subdivision
V	10	Turquoise Trail and San Marcos areas
V	11	Eldorado and Lamy areas

# Santa Fe County Road Advisory



(TEN PERSONNER SHARE)

# THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY

# RESOLUTION 2012-15

A RESOLUTION AMENDING RESOLUTION 2011-52(ESTABLISHING THE ROAD ADVISORÝ COMMITTEE) TO DELETE REFERENCES TO ALTERNATE COMMITTEE MEMBERS, TO DELETE EXHIBIT A AND REFERENCES TO GEOGRAPHIC DISTRICT BOUNDARIES AND TO SPECIFY THE NUMBER OF COMMITTEE MEMBERS REQUIRED FROM EACH COMMISSION DISTRICT

WHEREAS, the Board of County Commissioners (the "BCC") enacted Resolution No. 2011-52, A Resolution creating the Santa Fe County Road Advisory Committee on April 12, 2011:

WHEREAS, created a Road Advisory Committee composed of fifteen (15) members and fifteen (15) alternate members from each geographical area of the County;

WHEREAS, paragraphs 4, 5, and 6 of Resolution No. 2011-52 reference the appointment and qualifications of alternate committee members;

WHEREAS paragraphs 4, 5, and 6 of Resolution No. 2011-52 reference the requirement that each committee member and alternate member shall each be from a specific geographical area of the County as is consistent with the County Commission District enumerated in Exhibit A of Resolution No. 2011-52; and

WHEREAS, since the enactment of that resolution there is no longer a need for alternate members to be appointed to the Road Advisory Committee nor a need to limit membership to residency in a particular Commission District;

WHEREAS, since alternate committee members and Commission District boundaries are no longer necessary, the exhibit setting forth each Commission District in Resolution No. 2011-52 is not needed.

NOW, THEREFORE BE IT RESOLVED, that the following amendments are made to Resolution No. 2011-52:

1. Paragraph 4 is amended to read as follows:

"Members will be appointed by the BCC based on submitted letters of interest, qualification and County wide representation and serve at the pleasure of the BCC for the terms set forth herein."

2. Paragraph 5 is amended to read as follows:

"The Committee shall be made up of titteen (15) members, including three (3) members from Commission District 1, two (2) members from Commission District 2, five (5) members from Commission District 3, two (2) members from Commission District 4, and three (3) members from Commission District 5. Of the initial appointments, seven (7) Committee members shall serve for a two year term, and eight (8) shall serve for a three year term. Subsequent terms shall be for three years to maintain the staggering of terms and reappointment as is consistent with this Resolution. Committee members shall serve for no more than two (2) consecutive terms. The Committee chairperson shall serve for a one year term and shall be selected by majority vote of the members of the Committee annually at the January meeting. Vacancies shall be filled for the remainder of the unexpired term by the BCC in accordance with this Resolution. Members and alternates may be removed by the BCC with or without cause."

3. Paragraph 6 is amended to read as follows:

"All Committee members shall be charged with working for and representing the best interests of the County as a whole."

PASSED, APPROVED, SIGNED AND ADOPTED THIS 31 DAY OF January 2012.

THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY

Liz Stefanica, Chair

Attest:

Valerie Espinoza, County Clerk

Approved as to form:

Stephen C. Ross, County Attorney

COUNTY OF SANTA FE STATE OF NEW MEXICO BCC RESOLUTIONS PAGES: 2

I Hereby Certify That This Instrument Was Filed for Record On The 1ST Day Of February, 2012 at 03:21:21 PM And Was Duly Recorded as Instrument # 1659211 Of The Records Of Safita Fe County

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Deputy Clerk, Santa Fe, NM



## **RESOLUTION 2014-**

A RESOLUTION AMENDING AND RESTATING RESOLUTIONS 2011-52 (CREATING THE ROAD ADVISORY COMMITTEE) AND 2012-15 (AMENDING RESOLUTION 2011-52 TO MODIFY THE COMPOSITION OF THE COMMITTEE) TO RESTRUCTURE THE COMPOSITION OF THE COMMITTEE AND THE DUTIES AND RESPONSIBILITIES OF THE COMMITTEE

WHEREAS, the Board of County Commissioners (BCC) adopted Resolution 2011-52 establishing a fifteen member Road Advisory Committee;

WHEREAS, the BCC adopted Resolution 2012-15, modifying the composition of the Road Advisory Committee;

WHEREAS, the BCC adopted Resolution 2012-151, establishing procedures for the orderly and uniform administration for the Santa Fe County process for road acceptance and abandonment in compliance with state statute;

WHEREAS, the BCC now seeks to restructure the Road Advisory Committee and revise the duties and responsibilities of that committee.

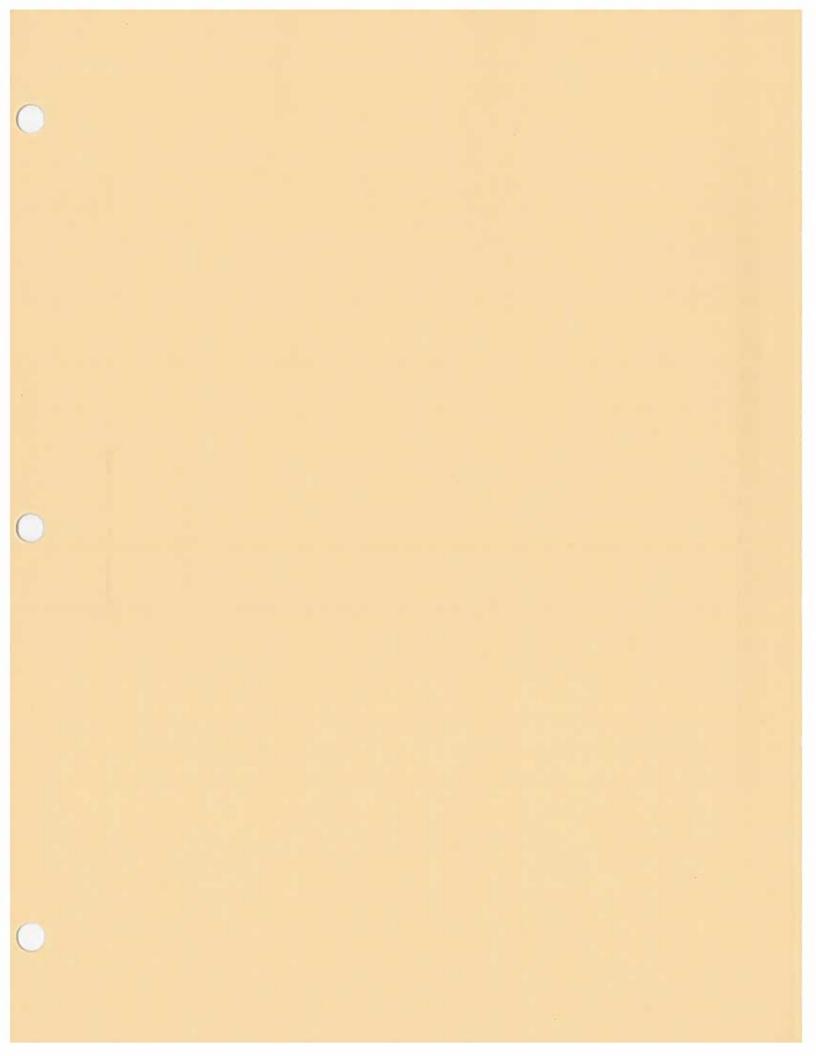
# NOW, THEREFORE, BE IT RESOLVED:

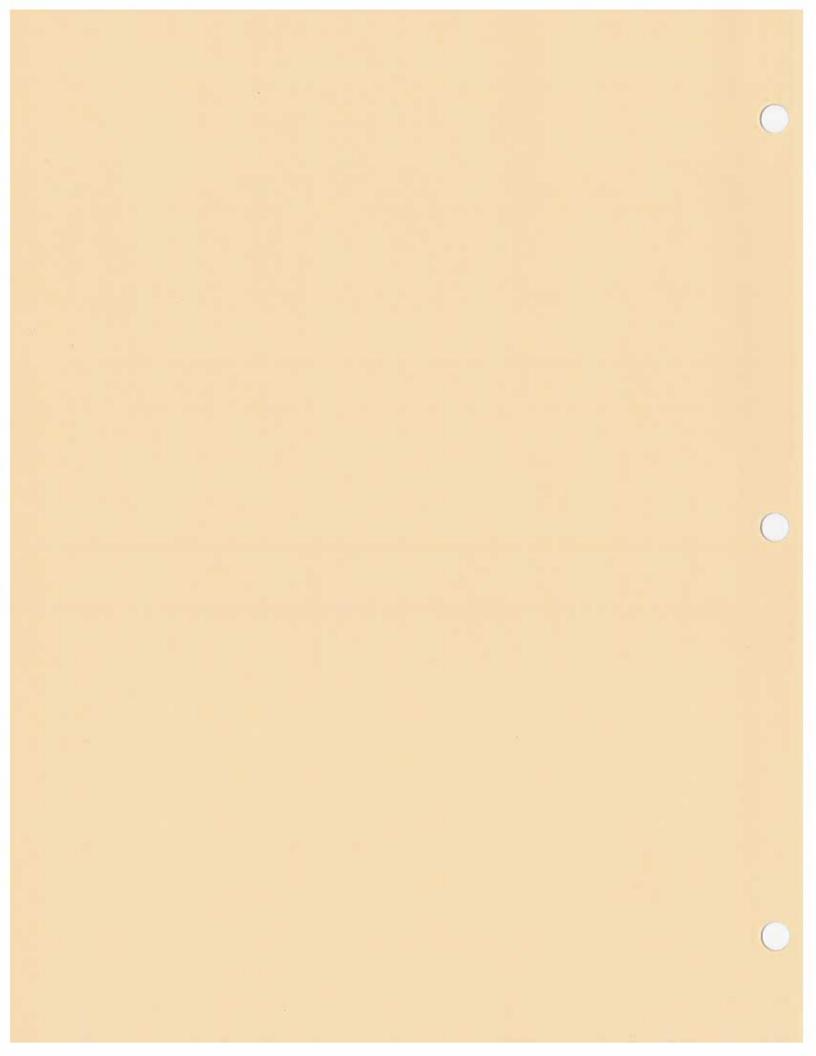
- 1. Resolutions 2011-52 and 2012-15 are hereby amended and restated by this Resolution.
- 2. The BCC hereby establishes the Santa Fe County Road Advisory Committee (hereinafter the "Committee") for the purpose of engaging and eliciting community input to address road maintenance issues and future road improvement projects on County maintained roads.
- 3. The duties and responsibilities of the Committee shall include:
  - A. Review the road maintenance list annually and make recommendations on such to the BCC.
  - B. Review and make recommendations on road maintenance policies proposed by the Public Works Department.
  - C. Fact-finding relevant to performing road reviews with regard to accepting or redesignating roads for County maintenance pursuant to Resolution 2012-151 (Establishing Procedures For The Orderly And Uniform Administration For Santa Fe County Process For Road Acceptance).

- D. Fact-finding relevant to performing road reviews with regard to abandonment of roads for County maintenance as per Resolution 2012-151.
- E. Perform other tasks and duties as assigned or communicated by the BCC.
- 4. Members will be appointed by the BCC based on letters of interest, qualifications, and County-wide representation.
- 5. The Committee will initially be composed of fifteen (15) members, and shall by March of 2015, be reduced to five (5) members, one from each Commission District. To ensure an orderly transition from a 15-member Committee to a 5-member Committee, the seven (7) positions on the Committee whose terms expire in 2014 shall not be refilled once expired, nor shall any positions vacant prior to March of 2015 be filled. Once the remaining eight (8) positions of the 15-member Committee expire in 2015, five (5) members shall be appointed to the Committee. Of the five appointed, the members from District 2 and District 4 shall serve for a two-year term, and the remaining three (3) shall serve for a three-year term. All subsequent terms shall be for three (3) years to maintain staggering of terms. Members shall serve for no more than two (2) consecutive terms. Anyone who was appointed to the Committee pursuant to Resolution 2012-15 shall not be considered to have served a term for purposes of the two-term limitation.
- 2. All Committee members shall reside within the Commission District they are representing. Notwithstanding the geographic distribution of the members, all members shall be charged with representing the best interests of the County as a whole.
- 3. Election of the Chair and Vice Chair of the Committee shall occur annually at the first meeting in January, or sooner if required or requested by a majority of the Committee.
- 4. Once the Committee has been reduced to five members, vacancies on the Committee shall be filled for the remainder of the unexpired term. Members may be removed by the BCC with or without cause.
- 5. The Committee shall meet as frequently as necessity dictates, and no fewer than two times per year. The meetings of the Committee shall be held at the Santa Fe County Public Works Building, located at 424, Veterans Memorial Highway, Santa Fe, NM, and such other locations as may be conducive to visible and publicly accessible meetings. Meetings shall be held in accordance with the then current County resolution determining reasonable notice for public meetings and shall be conducted in accordance with the then current resolution establishing rules of order for meetings of the BCC and committees.
- 6. All matters coming before the Committee shall be resolved by majority vote of the quorum.
- 7. The County Manager shall appoint a member of the County staff to serve as liaison to the Committee. The liaison shall be responsible for stenographic services during meetings. The liaison shall ensure that packets are prepared for Committee members prior to each meeting,

Meetings Act resolution.	
PASSED, APPROVED, SIGNED AND ADOPTED THIS	DAY OF,
THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY	
Daniel W. Mayfield, Chair	
Attest:	
Geraldine Salazar, County Clerk	
Approved as to form:	
Stephen C. Ross. County Attorney	

and that notices and agendas are created and posted in accordance with the County's Open





# Daniel "Danny" Mayfield Commissioner, District 1

Miguel Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian Commissioner, District 4

**Liz Stefanics**Commissioner, District 5

Katherine Miller County Manager

# *MEMORANDUM*

DATE:

March 10, 2014

TO:

**Board of County Commissioners** 

FROM:

Adam Leigland, Public Works Department Director

VIA:

Katherine Miller, County Manager

ITEM AND ISSUE: BCC Meeting 25 March 2014

# PRESENTATION OF FINAL SOLID WASTE TASK FORCE RECOMMENDATIONS

## **BACKGROUND AND SUMMARY:**

On April 10, 2012, the Board of County Commissioners (BCC) adopted Resolution 2012-52 establishing a Solid Waste Task Force to address the following questions:

- 1. Is the permit and fee structure for the program adequate to meet its funding needs?
- 2. What opportunities exist for the program to be self-sufficient and less susceptible to unexpected cost increases?
- 3. Review and evaluate the existing solid waste program and make recommendations on how to improve services.

The Task Force met monthly between July 2012 and January 2013, and provided its initial findings and recommendations to the BCC at the Board's February 12, 2013, meeting. One of the recommendations adopted by the Board was to "proceed and fund the County-wide solid waste study." At that time, the City of Santa Fe and the Santa Fe Solid Waste Management Agency were already in the process of pursuing a solid waste study to meet their respective needs. Santa Fe County's solid waste study requirements were subsequently included in the City and Solid Waste Agency's larger initiative. In the spring of 2013, the firm Leidos Engineering was retained to perform the solid waste study for the three entities.

During the remainder of 2013, Leidos' consultants and County Public Works Department staff conducted the study and provided periodic updates on the progress of the study to the Board, including a formal presentation at the BCC's meeting on August 28, 2013.

Another recommendation approved at the February 12, 2013, meeting was to suspend the Solid Waste Task Force until the consultant report was completed. The draft Solid Waste Report was finalized in January 2014, and the Task Force was duly reconvened on January 29, 2014 to review this draft report. The Task Force met again on February 19, 2014, to finalize and approve its recommendations to the BCC. The final Solid Waste Report, which is quite detailed and lengthy, was sent to all Commissioners the week of March 3 and subsequently posted on the County's web site the following week. (It was not included in the packet material due to its length, in compliance with the County's Lead by Example program).

Attachment 1 to this memo is the summary of the recommendations from the Solid Waste Task Force adopted at their February 19 meeting.

Attachment 2 is the summary of recommendations from the consultant's solid waste study. Not all consultant recommendations were adopted by the Solid Waste Task Force, and thus Attachments 1 and 2 will differ. Attachment 2 is included merely for comparison with Attachment 1.

Several recommendations from Attachment 1 warrant further explication.

Recommendations 1.1, 1.2, 1.7: Currently the solid waste permits purchased in FY 2014 are scheduled to expire at the end of the fiscal year (with a grace period). The Task Force strongly recommended that the permits not expire at the end of each fiscal year. Amending the solid waste ordinance (Ordinance 2010-5) before July 1 is necessary to begin to implement this recommendation, and staff will bring the revised ordinance to the BCC immediately.

Recommendation 4.1: In order to implement this recommendation, staff feels that three "enabling" documents will be necessary:

- 1. New ordinance or detailed amendment to existing ordinance, to include description of service areas.
- 2. Request for proposals.
- Contract.

Staff feels that the development of these documents is beyond the capability of in-house staff and that a consultant will be required. Staff will be seeking approval of funding in the FY15 budget for this requirement, currently estimated at \$60,000 for all three.

Staff will bring the recommendations back to the BCC for approval at a later meeting.

## ACTION REQUESTED

None; for information only.



# Attachment 1: Summary of Key Recommendations Solid Waste Task Force

Section 1: Cost of Service and Funding Options				
Number	Recommendation	Benefit/Purpose		
1.1	Establish new 6 and 12 trip permits. Eliminate expiration of permits.	Allows citizens to purchase a permit appropriately-sized for their disposal needs. Eliminating expiration of permits allows citizens to utilize all of their trips.		
1.2	Eliminate the senior permit (not included in report's recommendations)	Discount should be income-based only - not age-based. Many seniors are in good shape, financially.		
1.3	Eliminate the \$.03 per pound rate	The elimination of this rate will not in any manner adversely impact the refuse services provided by the County. No one uses this rate.		
1.4	Eliminate the separate commercial permits	Commercial permits are minimally used. Commercial users can use the same permit as residential.		
1.5	Educate citizens about the County's CCC program	It is important for the long-term success of the County's rural CCC system to be viewed by County citizens as a valuable service, and one that must be paid for in an equitable manner.		
1.6	Monitor monthly the purchase and utilization of permits, by type	This will allow the County to track its revenue and better understand the types of permits being purchased by its citizens.		
Increase permit fees to achieve 30% recovery of costs within 5 years. New permit fees to begin in FY15.		Implementation of the new rates will generate an additional \$450,000 in permit revenue by FY 2019 and more equitably distribute the costs of the CCC system among users and non-users.		

Section 2: Operational Assessment of County CCCs					
Number	Recommendation	Location	Benefit/Est. Savings	Priority Level	Implement- ation Time Frame
2.1	Develop and implement operational metrics to measure efficiency.	All CCCs	Improved operation	High	Now – 6 months
2.2	Improve customer accessibility to drop-off areas.	All CCCs	Improved operation, improved site safety	High	Now - 1 year
2.3	Optimize payloads to meet or exceed industry standard.	All CCCs	Increased efficiency	High	Now – 1 year
2.4	Modify rate structure.	All CCCs	Improved clarity, equality and cost recovery	High	Now – 1 year
2.5	Cancel purchase of one walking floor transfer trailer and one transfer trailer cab.	Eldorado and Jacona	Save \$150,000	High	Now
2.6	Consider reducing days or hours of operation.	San Marcos	Save \$10,000 - \$30,000	High	Now - 1 year
2.7	Consider reducing days or hours of operation.	Stanley	Save \$10,000 - \$30,000	High	Now - 1 year
2.8	Relocate current center to new site.	Јасопа	Increased capacity and improved operation	High	Now – 2 years
2.9	Improve CCC signage.	All CCCs	Improved operation, less contamination	Medium	Now – 1 year
2.10	Expand HHW materials collected at specific CCC locations.	Eldorado and Jacona	Added service, capture more material	Medium	6 months – year
2.11	Consider closure of center after opening of new Jacona center.	Nambe	Save \$46,598	Medium	After opening of new Jacona center
2.12	Consider closure of center after opening of new Jacona center.	Tesuque	Save \$65,616	Medium	After opening of new Jacona center
2.13	Paint all containers.  Refuse – one color  Recycling – one color	All CCCs	Improved perception, less contamination	Medium	In next 12 months

Number	Recommendation	Benefit/Purpose
3.1	Consider contracting of residential solid waste haulers in higher densities areas of the Santa Fe metropolitan area. (The TF did not adopt the 3 specific areas recommended in the report, but, rather directed staff to work with the BCC on area identification).	Private haulers would be awarded an exclusive right to serve within a designated area. Citizen participation would be voluntary (i.e. they could still use the convenience centers if they so chose.) Provides for the provision of recycling services. May reduce rates due to greater volume of accounts. Consider commercial contracting at a later date
3.2	Amend solid waste ordinance to require data reporting by all solid waste haulers in the unincorporated County.	Will allow the County to better track and managerefuse and recycling activities throughout the County.
3.3	Amend solid waste ordinance to include more mandatory recycling categories	Increase recycling
3.4	Develop a comprehensive data management system.	Such a system could be based on a comprehensive, web-based system, that would allow all three entities to seamlessly access and monitor information on the generation, flow, and disposal of refuse and recyclables in Santa Fe County.

Section 4: Solid Waste Management System			
Number	Recommendation	Benefit/Purpose	
4.1	If the implementation of a solid waste management system (i.e. contract) is approved by the BCC, the County should immediately move forward with planning the development of such a system.	<ul> <li>Elimination of multiple vendors serving the same area (i.e. reduced wear and tea on County roads, reduced air emissions)</li> <li>Provision of curbside recycling, Increased diversion rate</li> <li>Increase pricing competition</li> </ul>	

# Attachment 2: Summary of Recommendations Solid Waste Task Force Report February 2014



# Section 1 COST OF SERVICE AND FUNDING OPTIONS

- 1. Create rate parity between senior and low income rates There is no cost of service reason to have a variance between senior citizen rates and low income rates. Leidos recommends the County implement one discounted rate for senior citizens and low income customers.
- 2. Eliminate the \$.03 per pound rate In discussions with County staff, this rate is not used. In Leidos' solid waste experience, we have not seen a rate offered in this manner. The elimination of this rate will not in any manner adversely impact the refuse services provided by the County.
- 3. Educate citizens about the County's CCC program It is important for the long-term success of the County's rural CCC system to be viewed by County citizens as a service. When County citizens understand that the County is providing a service to citizens, and there is a corresponding cost for those services, there will be a greater understanding by citizens of the need to increase operational efficiency and the need to raise rates in a gradual and equitable manner to fund the County's citizen collection center program as it is presently provided.
- 4. Monitor, monthly, the purchase of permits, by type It is critical once the new permit structure is implemented to track the number of permits sold by month, by type of permit (1, 6, 12 and 24 trip, bags, and senior citizen/low income permits). This will allow the County to track its revenue and better understand the types of permits being purchased by its citizens. Ideally, the County would also track the monthly usage of the permits (i.e. how quickly are the 6, 12 and 24 trip permits being used up). This will help determine how quickly the various permits will be purchased again. Both types of tracking, permit purchases and usage rates will also assist the County as they work on future rate increases for the different types of permits to know the amount of revenue that the rate increase will generate, by type of permit.
- 5. Recommend a 30% recovery of costs through permit fees. Leidos would recommend that the permit fees be increased to recover 30% of the operating and capital costs for the CCCs by FY 2018. The rates as shown in Table 1-8 would achieve this goal. The remaining 70% of costs would be recovered through the Environmental Gross Receipts Tax and the General Fund. This amount of a rate increase will strike a balance between the "direct users" of the CCCs paying for a portion of operating the CCCs with the remaining costs being financed by both users and non-users of the CCCs via the Environmental GRT and General Fund transfer. Generating greater revenue from permit fees is consistent with a Board-adopted policy in Resolution 2011-15 (adopting the 2010 Solid Waste Management Plan). It also partially addresses the question, "What opportunities exist for the program to be self-sufficient...?" noted in Resolution 2012-52 (establishing the Solid Waste Task Force.)

Proposed Rates to Achieve 30% Recovery of the Cost of Service by FY 2018 through Permit Revenue

	Current Rate	Year 1 FY 2014	Year 2 FY 2015	Year 3 FY 2106	Year 4 FY 2017	Year 5 FY 2018	Year 5 Cost Per Trip	
1 Trip Permit	\$15.00	\$15.00	\$16.00	\$17.00	\$18.00	\$19.00	\$19.00	_
6 Trip Permit	n/a	30.00	40.00	53.00	71.00	95.00	15.83	
12 Trip Permit	n/a	50.00	65.00	85.00	111.00	145.00	12.08	
24 Trip Permit	75.00	80.00	98.00	120.00	147.00	180.00	7.50	
24 Trip Senior Citizen/Low Income	70.00	70.00	88.00	110.00	137.00	170.00	7.08	
5 Bag Tags	5.00	5.00	6.00	7.00	8.00	9.00	1.80	

Note: A key change is a recommendation that the solid waste permits would no longer expire at the end of the fiscal year.

# Section 2 OPERATIONAL ASSESSMENT OF CITIZEN CONVIENENCE CENTERS

# 2.1.1 Overall System-wide Recommendations

# 1. Optimize payloads to meet or exceed industry standard.

As discussed in Section 2.4, the County is doing a good job in maximizing its loads prior to hauling them to the Landfill or BuRRT. However, they should be able to realize some marginal improvement in the payloads of certain material loads, such as OCC, mixed recyclables, glass and potentially green waste. The optimal payload of each load can differ based on the vehicle configuration and the material being transported. Leidos has provided optimal payloads for the different commodity types and vehicle configurations in Table 2-7.

# 2. Expand HHW materials collected at specific CCC locations.

In previous years the County collected compact fluorescent bulbs and fluorescent tube lights as part of the County's household hazardous waste (HHW) collection program on a limited basis. Based on recent direction from the Joint Powers Board (JPB) the County is working to integrate e-waste into the County collection program. Leidos recommends that the County continue to accept the existing HHW materials being collected, such as: dry paint, oil, antifreeze and batteries (not car batteries). To balance the request for additional services with the associated costs of providing those services, Leidos would recommend that the County consider the expansion of e-waste services occur only at the four CCCs where HHW is currently being collected (Eldorado, Nambe, San Marcos, and Stanley). The County should also consider the feasibility of continuing to offer fluorescent bulb recycling at the four CCCs where HHW is currently collected. When the new Jacona CCC is on-line, e-waste should be collected at this site, due to it being one of the highest volume CCCs.

Wet paint can be taken to BuRRT. Car batteries can be taken to private establishments (car part stores, car dealers, etc.).

All staff that handles HHW materials should go through training on how to accept and pack material to be safely transported. Leidos has provided additional information with regard to the proper handling of certain types of HHW materials in Appendix B, Figure B-3.

# 3. Consider closing or relocating all CCCs currently on Pueblo land.

The Jacona and Tesuque centers are located on Pueblo land. Operating citizen convenience centers on Pueblo land can be challenging as the County has no rights to the land the centers are located on, or the area immediately around the center (i.e. roads). Leidos recommends the County close or relocate the centers currently on Pueblo land. The County is in the process of relocating the Jacona center to County land. Leidos recommends the County move forward with the Jacona relocation and also consider closing the Tesuque center. Section 2.8.2 provides more detailed discussion on the Jacona and Tesuque CCCs.

# 4. Develop and implement operational metrics to measure efficiency.

Recordkeeping of operational metrics is essential to evaluating the operation and identifying areas for improvement. Leidos recommends the County develop a database that records the following metrics:

- Equipment maintenance cost by vehicle
- Equipment fuel cost by vehicle
- Customer traffic at each collection center, by day and by hour
- Number of pulls from each CCC
- Volume of material collected by commodity from each CCC
- Number of pulls per day by roll-off or transfer trailer

The County can utilize this internal database to measure the CCC's operational efficiency and identify operational areas of improvement (i.e. high traffic flow at specific locations, vehicles incurring above average maintenance costs, variations in material levels and flows at CCCs, etc.).

Leidos also recommends the County develop a long term equipment replacement schedule, to ensure that equipment is being replaced once the equipment maintenance cost begin to escalate as the vehicle reaches the end of its' useful life.

# 5. Improve customer accessibility to drop-off areas.

The current drop-off access to the roll-off containers at the CCC sites is a movable metal stepladder on wheels. The use of this unfixed ladder by the public is a safety concern as customers could easily fall off the ladder or incur injury carrying materials up the stairs and lifting material into a roll-off container.

As an alternative to the current operational practice of directing customers to use stepladders to access the roll-off containers, Leidos recommends the County install permanent ramps to access the containers. It is important to ensure that sufficient fall protection is in place (i.e. railings) when designing the ramps, safeguarding customers from accidentally falling into the open-top roll-off containers.

## 6. Improve CCC signage.

The current signage at the eight CCCs vary by site. To streamline signage and minimize confusion among County customers, Leidos recommends the County implement consistent signage at all eight centers. BuRRT has examples of good signage at its recyclables drop-off area and Leidos recommends that the eight CCCs model their signage after that.

In addition to signage indicating the proper materials to be placed in each container, it is also important to ensure proper signage is placed on roads surrounding the CCC to direct customers to the location. The County's CCC locations are in rural areas and may require additional signage to ensure customers are able to easily locate the site.

### 7. Paint all containers.

Leidos recommends the County paint all of the centers' refuse roll-off containers a uniform color and a different uniform color for all of the recycling related roll-offs. Painting the containers will improve the aesthetics of the centers for a minimal cost and also help provide visual cues as to which containers are for recycling and which are for refuse.

# 8. Modify the rate structure.

Leidos recommends the County modify the rate structure in several ways. First, Leidos would recommend that the County do away with the Commercial customer permit since very few of them are sold (less than 100 per year) and purchasing of the standard "Residential permit" will meet the need of these individuals. Second, Leidos would recommend a greater variety of trip permits be issued. Presently, the County only sells Residential one trip and 24 trip permits. We would recommend that 1, 6, 12 and 24 trip permits be issued and they not expire. This will allow citizens to purchase a permit that better meets their disposal needs. This should also minimize the complaints by some customers that the permit is only good for one year. Pricing of the permits is discussed in Section 1, Cost of Service and Funding Options of this report.

# 2.1.2 Citizen Convenience Center Specific Recommendations

# Eldorado

# 1. Optimize trailer and roll-off truck payloads.

OCC and mixed recyclable material is currently collected in 40 CY roll-off containers. For OCC material, a greater level of compaction can be achieved by breaking down boxes or utilizing a compacting unit to accommodate a larger volume of OCC per load. The County has the opportunity to decrease the OCC pulls at the Eldorado center by introducing compacting units for OCC and mixed recyclables. If the County is able to realize a 2:1 compaction ratio, the Eldorado center can reduce its annual OCC pulls from 98 pulls to 49 pulls and its annual mixed recyclable pulls from 161 to 80. A compacting unit and the receiving box cost \$28,000 each. To implement compaction containers for Eldorado's OCC and mixed recyclable material the cost will be approximately \$56,000.

Green waste and refuse material is currently transported primarily with transfer trailers. Leidos recommends the County utilize a backhoe, trackhoe or excavator to maximize the transfer trailer compaction in each load. It is inherently difficult to achieve a high level of compaction with green waste loads as the material is bulky and difficult compact; however the use of equipment to tamp down loads will increase material compaction.

### Jacona

# 1. Relocate current Jacona CCC to a new location.

The County currently plans to relocate the Jacona CCC and increase the site capacity at the new location. The existing Jacona CCC is on Pueblo land, leaving the County limited rights to the CCC's

<sup>&</sup>lt;sup>2</sup> In fact, this permit should just be called a "Permit". Most of the small businesses that bring their waste (general contractors, etc.) are typically using a Residential permit anyhow.

land. Leidos would recommend the relocation of the Jacona CCC be made a high priority for the County.

## Nambe

# 1. Consider closing Nambe CCC once the new Jacona CCC is open.

Nambe CCC currently accepts a marginal amount of the material annually collected, managing 6 percent of all CCC annual refuse material collected in the County, and 2 percent of all CCC recycling within the County. The Nambe CCC is located within close proximity to the proposed new Jacona CCC location. Once the new Jacona CCC is open Leidos recommends the County consider closing the Nambe CCC. Based on the cost of service analysis in Section 1 of this report, Leidos has identified an annual operational cost savings of \$46,598 from closing the Nambe CCC.

## San Marcos

# 1. Consider Reducing Days or Hours of Operation.

The San Marcos center currently collects a healthy volume of material annually; however, the center collects a significantly smaller volume of material than the larger CCCs (i.e. Eldorado, Jacona and La Cienega). Leidos recommends the County consider reducing the days and/or hours the San Marcos center is open to accept material. Leidos recommends the County record the customer traffic for a four month period and identify the days, or hours the center experiences the least amount of customer traffic. Using this data the County can determine if the San Marcos operating days and/or hours can be reduced. This change will likely result in only marginal cost savings to the County (\$10,000 to \$30,000), but will allow the County to better utilize the employee stationed at the San Marcos CCC at other CCCs.

# Stanley

# 1. Consider Reducing Days or Hours of Operation.

The Stanley center is operated for 45 hours a week. This station is important to the County's CCC operation as it serves a large area in the southern portion of the County; however, it collects a small volume of the CCC's annual volume of material collected. Leidos recommends the County consider reducing Stanley's operating days and/or hours. To determine the most appropriate days, or hours to reduce from the center's current operating schedule, Leidos recommends the County record the customer traffic for a four month period and identify the days, or hours the center experiences the least amount of customer traffic. This change will not result in huge savings (\$10,000 to \$30,000), but will allow the County to better utilize the employee stationed at the Stanley CCC at other CCCs.

## Tesuque

### 1. Consider closure of center.

Tesuque currently receives the least amount of tonnage of all the County's CCCs, excluding the Rancho Viejo recycling center. In addition to being the lowest volume center, Tesuque is located on Pueblo land. The County has no rights to the Pueblo land, which can create operational challenges regarding access to the Tesuque location. Leidos recommends the County consider closing the Tesuque location and redirect the current customers to the Jacona CCC or BuRRT for recycling and disposal needs once the new Jacona CCC site is operational. As part of this recommendation an agreement would need to be established between the County and SFSWMA regarding permits used at BuRRT. Based on the cost analysis completed in Section 1, Cost of Service and Funding Options of

this report, Leidos has identified an annual operational cost savings of \$65,616 from closing the Tesuque center.

A summary of the recommendations is presented on the following page as part of Table 2-15. As noted below, the recommendations, if implemented, should allow the County to realize a one-time savings of \$150,000 in addition to an annual savings of \$132,214 to \$172,214 per year.

# Section 3 WASTESHED ANALYSIS (County Service Levels and Material Flow)

- 1. Consider implementing a solid waste management system in the unincorporated County. As described in "Section 4, County Contracting," Leidos recommends that the County consider implementing a solid waste management system in the unincorporated County. A solid waste system would include a data reporting requirement of all private haulers conducting business in the County and a solid waste contracting arrangement for selected higher density areas of the County (discussed in Section 4). Such a system will enhance the County's ability to gather data concerning solid waste management in the unincorporated County. Additionally, depending on how such a system is implemented, it would likely increase the recycling rate in the unincorporated County.
- 2. Develop a comprehensive data management system. Leidos recommends that the County, City, and SFSWMA develop a comprehensive data management system. Such a system could be based on a comprehensive, web-based system that would allow all three entities to seamlessly access and monitor information on the generation, flow, and disposal of refuse and recyclables in Santa Fe County.

# Section 4 SOLID WASTE MANAGEMENT SYSTEM (Contracting of Private Haulers)

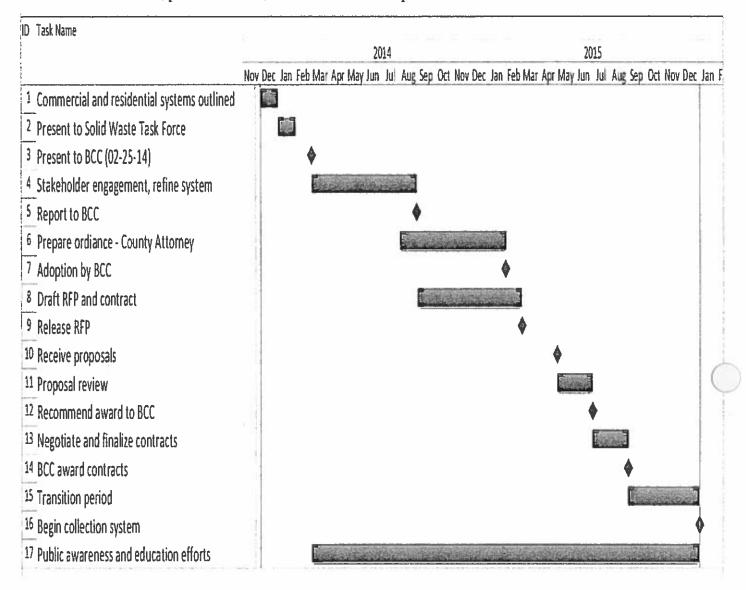
If the implementation of a solid waste management system (i.e. contracting of private haulers in higher density areas) is approved by the BCC, the County should immediately move forward with planning the development of such a system. Leidos recommends beginning with a residential service and considering contracting of commercial service at a later date.

The benefits of such a system are numerous:

- Elimination of multiple vendors serving the same area (i.e. reduced wear and tear on County roads, reduced air emissions)
- Provision of curbside recycling
- Increased diversion rate
- Increased pricing competition

# 4.1 Tasks and Timing Recommendations

The figure below shows the process steps and a relative timeline for implementing a solid waste management system in the County. The timeline may need to be adjusted in response to feedback received from the BCC, private haulers, or residents or in response to unforeseen occurrences.



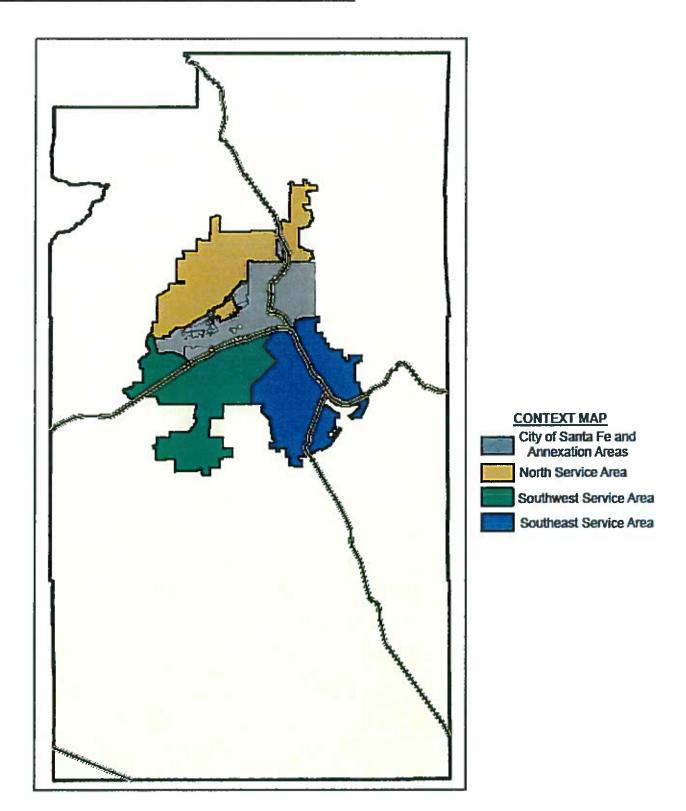
As shown in the figure, the following steps are recommended to develop and implement a solid waste management system.

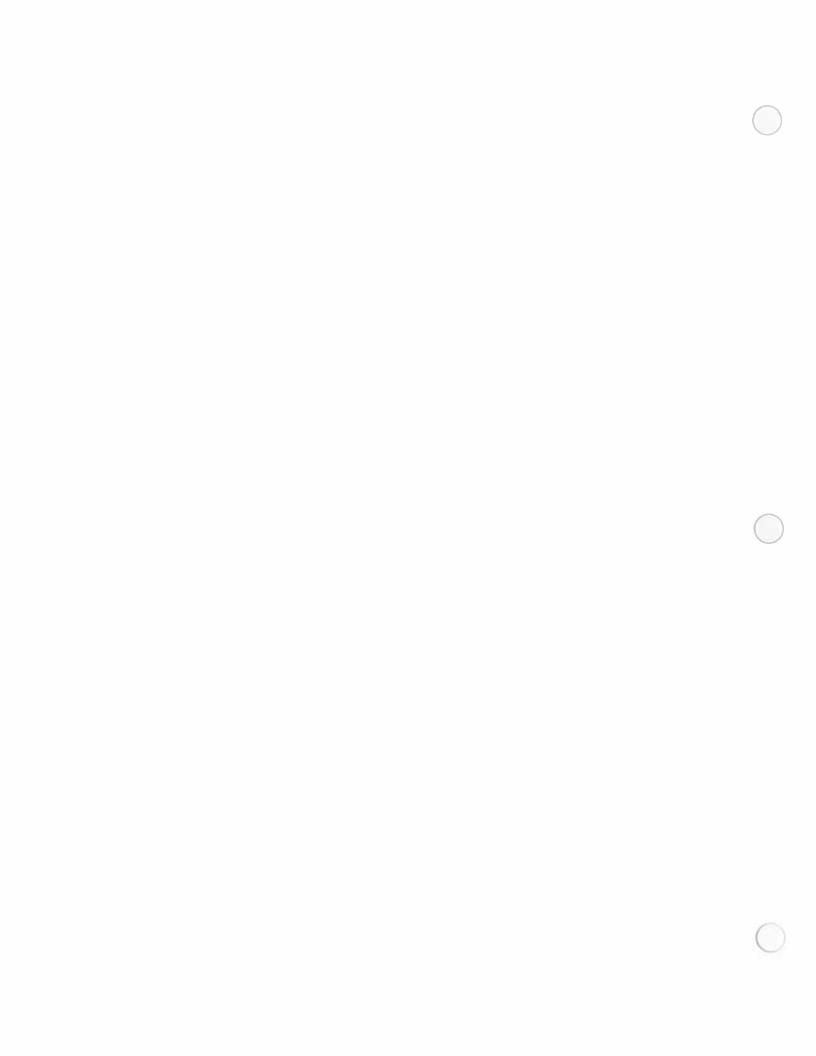
- **Step 1.** Investigate and outline the proposed solid waste management system as directed by the BCC (the results are presented in this report).
- **Step 2.** Present this report and the proposed solid waste management system to the County Solid Waste Task Force for feedback and input.
- **Step 3.** Present to the BCC the information in this report outlining the approach to developing a countywide solid waste management system, convey the input from the Solid Waste Task Force, and request authorization to proceed with implementation.

- Step 4. If the BCC authorizes implementation, County staff should undertake efforts to engage stakeholders that may be affected by the solid waste management system to obtain their feedback. Feedback could be solicited from affected homeowners and homeowners associations by conducting a series of public meetings to discuss the proposed system. Also, County staff could have discussions with solid waste haulers concerning their interest and ideas for the solid waste collection contract and the procurement process prior to initiating the formal solicitation.
- Step 5. Staff should report back to the BCC concerning public comments receive and request BCC authorization for the County Attorney to update the solid waste ordinance to implement the solid waste management system.
- Step 6. County Attorney would draft the necessary revisions to the solid waste ordinance, if directed by the BCC.
- Step 7. Upon completion of ordinance development by the County Attorney's office, it would be presented to the BCC for adoption.
- Step 8. If directed to do so by the BCC, concurrent to preparing the update to the solid waste ordinance, staff should develop a draft request for proposal (RFP) and contract with the assistance of the County Attorney, and/or other appropriate outside assistance.
- Step 9. Upon completion of the RFP and contract, the procurement should be released for solicitation. It is customary to conduct a pre-proposal meeting to offer potential proposers an opportunity to address any questions they have concerning the formal procurement or draft contract.
- Step 10. After a period of time, approximately 60 to 90 days, proposals from interested solid waste hauling firms should be submitted to the County.
- Step 11. Upon receipt of the proposals, staff should evaluate the submitted proposal. Section 4.8, below, provides an outline of potential review criteria.
- Step 12. After careful evaluation of the submitted proposals, the ranked proposals should be presented to the BCC for preliminary award in order for the BCC to authorize staff to negotiate any outstanding terms or conditions as appropriate with the selected vendors.
- Step 13. Following BCC direction, staff should conduct negotiations to finalize any outstanding issues with the selected vendors. While including the draft agreements in the RFP should eliminate the need for significant contract negotiations, time should be allotted for the selected contractors to provide all required information (e.g., insurance certificates) before the BCC awards the contracts.
- Step 14. Staff should bring the final contracts back to the BCC for final award to the selected haulers.
- Step 15. The transition period provides a number of months for the selected vendors to obtain and put into service appropriate resources and to transition customers to new service providers, if necessary.
- Step 16. Begin operations under the contracts.
- Step 17. Throughout the planning and implementation process, the County should undertake efforts to advise citizens of the new solid waste management systems and its benefits. The public awareness efforts can include public meetings, a promotional campaign, advertising, outreach at fiestas and public events, etc.

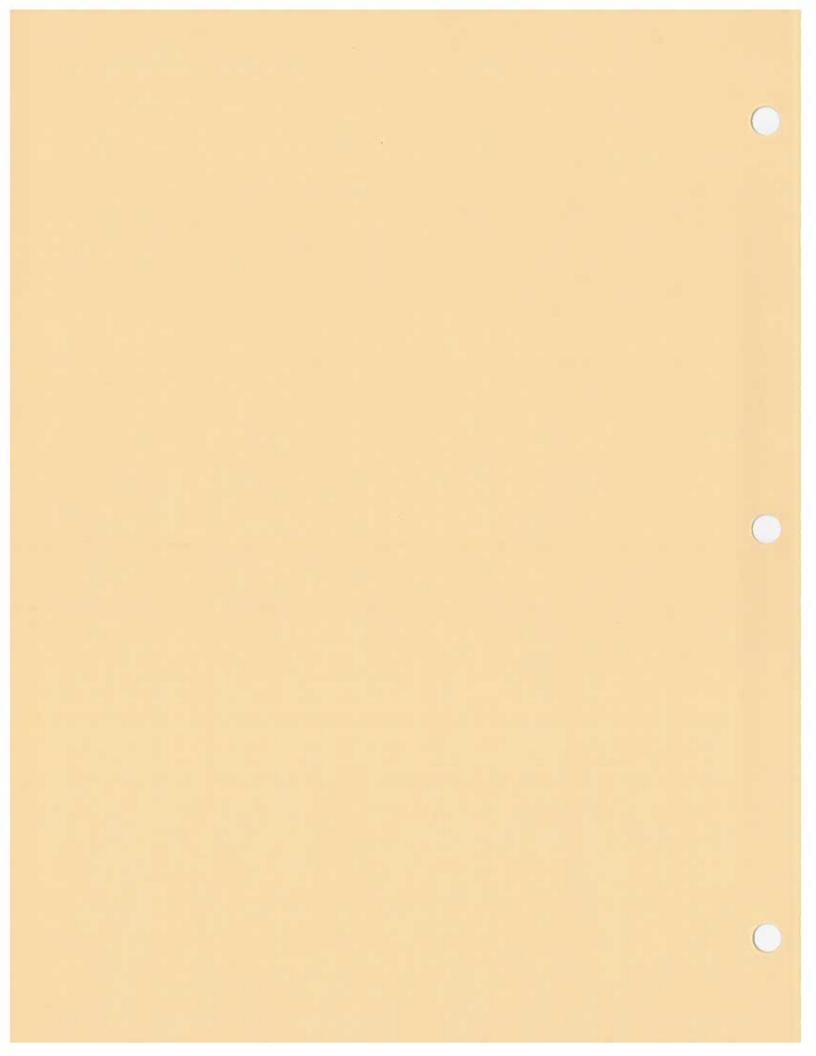
Obviously, significant County staff time will be required to undertake the tasks outlined in Steps 1 through 17. Once the program is in place, however, the administrative demands on County staff are greatly reduced (discussed in Section 4.9).

# **Proposed Initial Residential Contracting Areas**









#### Daniel "Danny" Mayfield Commissioner, District 1

Miguel Chavez
Commissioner, District 2

Robert A. Anaya Commissioner, District 3



Kathy Holian Commissioner, District 4

Liz Stefanics
Commissioner. District 5

Katherine Miller County Manager

## **MEMORANDUM**

DATE:

March 6, 2014

TO:

**Board of County Commissioners** 

FROM:

Adam Leigland, Public Works Department Director

VIA:

Katherine Miller, County Manager

ITEM AND ISSUE: BCC Meeting March 25, 2014

REQUEST AUTHORIZATION TO PUBLISH TITLE AND GENERAL SUMMARY OF ORDINANCE 2014-\_\_\_\_\_, AN ORDINANCE AMENDING ORDINANCE NO. 2012-7 (AMENDING ORDINANCE 2010-5 TO EXTEND THE TIME DURING WHICH PERMITS WILL REMAIN VALID), TO ENSURE THAT RESIDENTIAL SOLID WASTE PERMITS SOLD FOR FISCAL YEAR 2015 AND EACH YEAR THEREAFTER SHALL NOT EXPIRE UNTIL FULLY UTILIZED

#### **BACKGROUND AND SUMMARY:**

Following the Solid Waste Assessment and Management Study recommendations, the Solid Waste Task Force and staff are recommending that the solid waste permits sold for Fiscal Year 2015 and beyond have no expiration date and do not functionally expire until the permit is fully utilized. To implement this, an amendment to the current solid waste ordinance is required.

#### **ACTION REQUESTED:**

Permission to publish title and general summary to amend Santa Fe County's Solid Waste Management Ordinance as described above.

# THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY

ORDINANCE NO. 2014 – \_\_\_\_

AN ORDINANCE AMENDING ORDINANCE NO. 2012-7 (AMENDING ORDINANCE 2010-5 TO EXTEND THE TIME DURING WHICH PERMITS WILL REMAIN VALID), TO ENSURE THAT RESIDENTIAL SOLID WASTE PERMITS SOLD FOR FISCAL YEAR 2015 AND EACH YEAR THEREAFTER SHALL NOT EXPIRE UNTIL FULLY UTILIZED

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY THAT ORDINANCE NO. 2012-7, IS AMENDED AS FOLLOWS:

1. Section One is repealed and replaced with the following:

Section One. Amendment of Section 13(A)(1) of Ordinance 2010-5:

The second to last sentence of Section 13(A)(1) is now repealed and replaced with the following:

"Residential Solid Waste Permits sold for fiscal years 2014 and prior are valid for thirty days after the year printed on the permit, however Residential Solid Waste Permits sold for fiscal year 2015 and each year thereafter shall be valid until all permitted trips have been utilized."

- 2. All provisions of Ordinance No. 2012-7 not herein amended shall remain in full force and effect.
- 3. This Ordinance shall become effective thirty days after recordation pursuant to NMSA 1978, Section 4-37-9(1975).

PASSED, ENACTED AND ADOPTED THIS _	DAY OF	, 2014.
BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY		

Daniel W. Mayfield, Chair

## ATTEST:

Geraldine Salazar Santa Fe County Clerk

APPROVED AS TO FORM:

Stephen C. Ross, County Attorney

# SANTA FE COUNTY FISCAL IMPACT REPORT (FIR)

AND THE COURSE OF PERSONS AND THE PERSONS

This Fiscal Impact Report (FIR) shall be completed for each proposed ordinance or resolution as to its direct impact upon the County's operating budget and is intended for use by staff of the Human Resources and Finance Divisions, the County Manager and the governing body of Santa Fe County. Ordinances/resolutions with a fiscal impact must be reviewed by the Finance Division Director or the Budget Administrator. Ordinances/resolutions with proposed staffing increases must be reviewed and approved by the Human Resources staff and approved by the County Manager before presentation to the Board of County Commissioners (BCC).

Please refer to the instructions on how to complete this form.

#### Section A. General Information

✓ Ordinance ☐ Resolution ☐ Other
 A single FIR may be used for related ordinances and/or resolutions.

Short Title(s):

Amending the Solid Waste Ordinance

Reviewing Division(s):

**Public Works** 

**Person Completing FIR:** 

Craig O'Hare

Date: 3/11/2014

Phone: 992-3044

#### Section B. Summary

Briefly explain the purpose and major provisions of the ordinance/resolution.

Eliminates the expiration date for solid waste permits - beginning in FY 2015.

#### Section C. Fiscal Impact

NOTE: Financial information on this FiR does not directly translate into a Santa Fe County budget increase.

- a. The item must be presented to the Finance Division for analysis and recommendation as a potential request to increase the existing budget for the county.
- b. Detailed budget information must be included, such as funding source, amounts and justification.
- c. Detailed salary and benefit for new full-time equivalents (FTE's) must be included. The request must be approved by the staff of the Human Resources Division for each new FTE request.

Type of Revenue		"R" FY 2016 or "NR"	"R" or "NR"	Funds Affected
Labrada	en e	The Section	R	Special Revenue
Total	\$0	\$0		

#### 3. Expenditure/Revenue Narrative:

Explain expenditures, grant match requirements, justify salary and benefit costs for new FTE request, detail capital and operating uses, etc. Explain revenue source(s). Include revenue calculations, grant(s) available, anticipated date of receipt of revenues/grants, etc. (Attach supplemental page, if necessary). Also, provide expanded information for fiscal year three and four impact for both revenue and expenditures.

This is a recommendation by the Solid Waste Task Force. Removing the expiration date from the 24 trip solid waste permit is not expected to affect revenue for FY 2015. However, it may appreciably reduce revenue for FY 2016 and beyond. Currently, 24 trip solid waste permits expire at the end of each fiscal year - regardless of whether all of the trips have been "used up". Thus, convenience center patrons are required to purchase another 24 trip permit each new fiscal year. With the removal of the annual permit expiration, some patrons may take 2 or even 3 years to fully utilize all 24 trips - meaning they will no longer be purchasing a new permit each year. The possible FY 16 and beyond revenue reduction is impossible to project at this time. Any reduction in permit fee revenue will need to be made up with General Funds in order to cover convenience center operational costs.

#### Section D. General Narrative

#### 1. Conflicts:

Does this proposed ordinance/resolution duplicate/conflict with/companion to/relate to any County code, approved ordinance or resolution, other adopted policies and legislation? Include details of county adopted ordinances/resolutions and dates. Summarize the relationships, conflicts or overlaps.

Amends Solid Waste Ordinances 2010-5, 2012-7.

#### 2. Consequences of Not Enacting This Ordinance/Resolution:

Are there consequences of not enacting this ordinance/resolution? If so, describe.

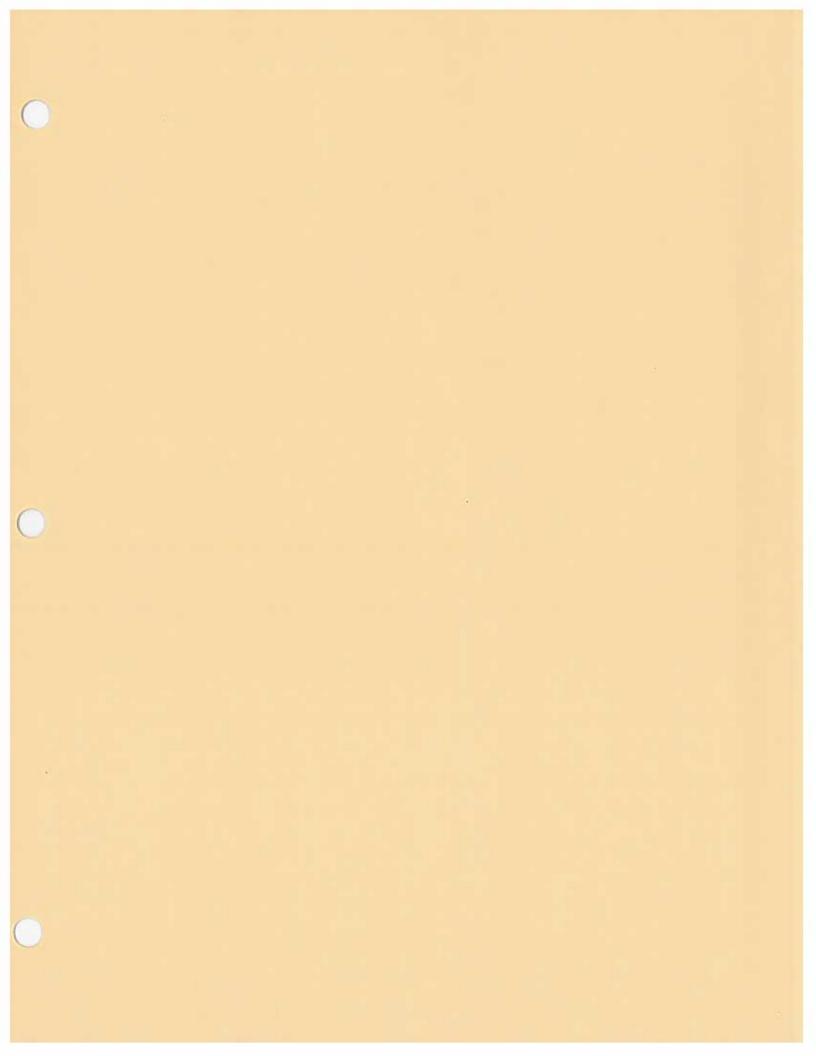
Solid waste pemits will continue to expire each fiscal year.

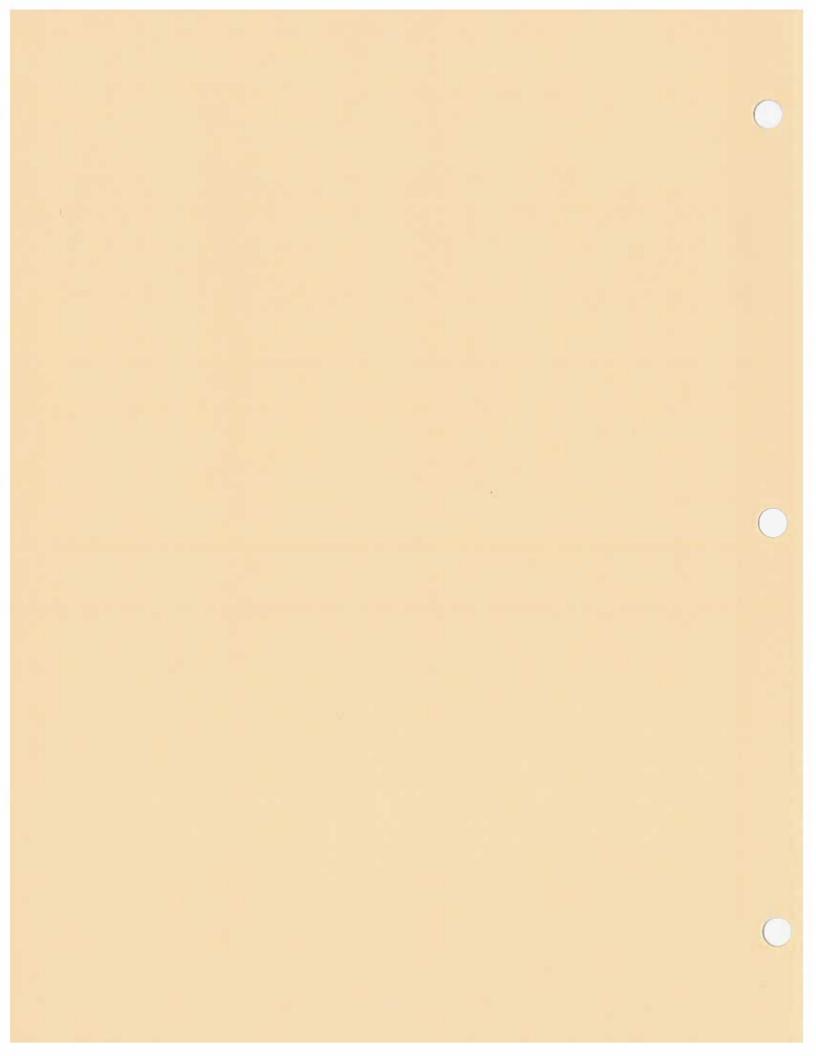
#### 3. Technical Issues:

Are there incorrect citations of law, drafting errors or other problems? Are there any amendments that should be considered? Are there any other alternatives which should be considered? If so, describe.

<u>No.</u>

#### 4. Community Impact:





#### Daniel "Danny" Mayfield Commissioner, District 1

# Miguel Chavez Commissioner, District 2

Robert A. Anaya Commissioner, District 3



Kathy Holian Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller County Manager

Date:

March 10, 2014

To:

**Board of County Commissioners** 

From:

David Sperling, Fire Chief WB

Through:

Pablo Sedillo, Public Safety Director -

Katherine Miller, County Manager

Re:

An Emergency Ordinance Declaring Hazardous Fire Conditions and Imposing

Restrictions on Open Fires, Smoking, and Other Ignition Sources

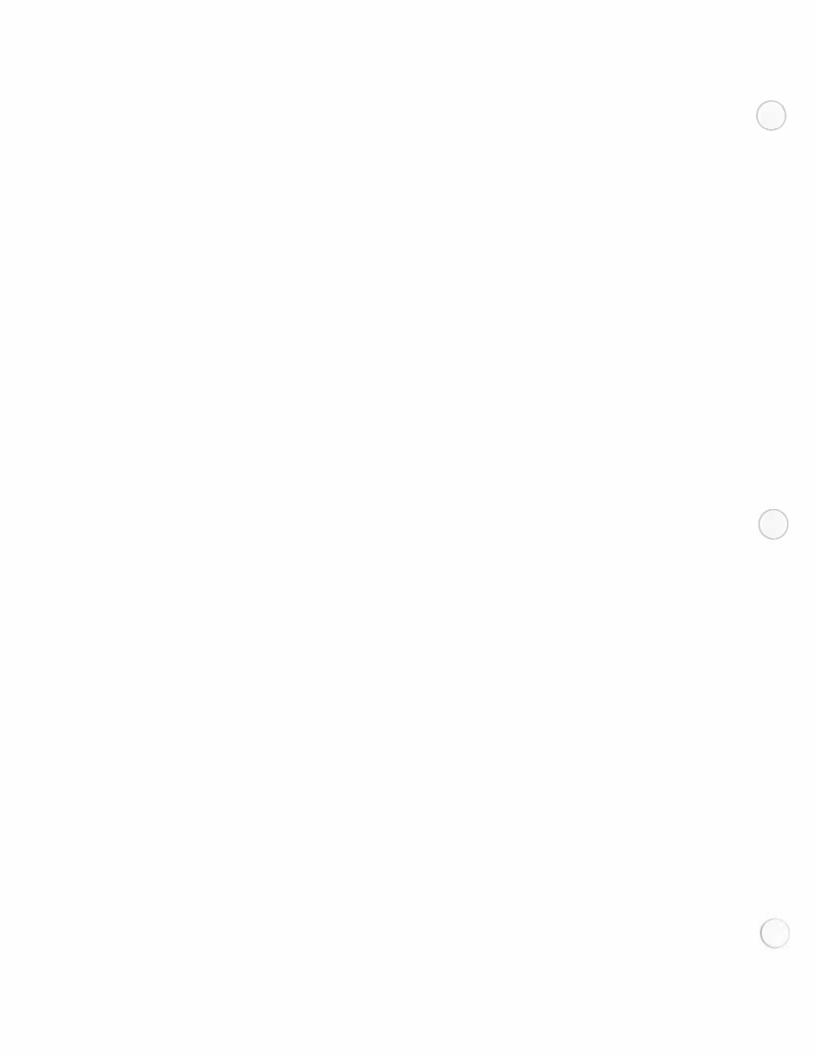
Background

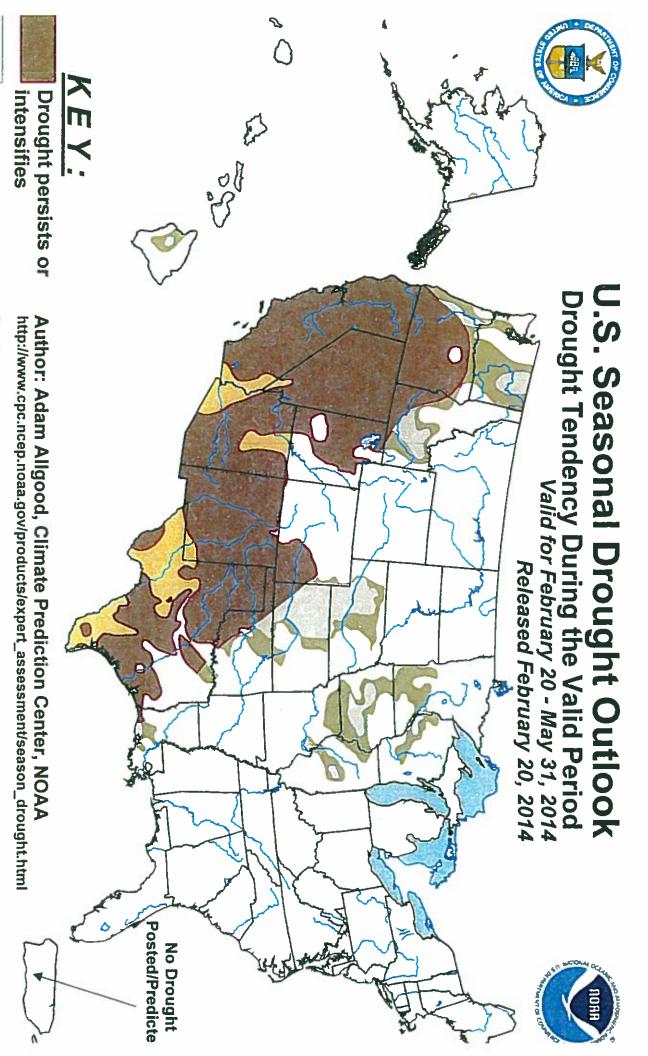
The County Fire Department is requesting approval of an Emergency Ordinance Declaring Hazardous Fire Conditions and Imposing Restrictions on Open Fires, Smoking and Other Ignition Sources within Santa Fe County. This emergency ordinance prohibits open fires of any kind, including campfires and the burning of vegetation or rubbish. It shall take effect upon approval and remain in place for one hundred and twenty (120) days. It will expire after this time period unless renewed by subsequent action of the Board of County Commissioners. The Emergency Ordinance may also be rescinded at a subsequent Board meeting if wildland fire conditions unexpectedly improve.

Approval of these emergency restrictions is necessitated by persistent and severe drought conditions. These drought conditions are forecast to persist and deepen throughout Santa Fe County and New Mexico during the coming months (see attached U.S. Seasonal Drought Outlook map from NOAA). This is particularly concerning due to the exceptionally dry winter conditions heading into the climatologically drier spring season. The three month outlook also tilts toward warmer than normal temperatures. Under these circumstances, this emergency ordinance will reduce the likelihood of an accidental wildland fire start during our traditional spring fire season, improve public and firefighter safety, and preserve property in Santa Fe County.

#### Action Requested

Approval of the Emergency Ordinance Declaring Hazardous Fire Conditions and Imposing Restrictions on Open Fires, Smoking, and Other Ignition Sources within Santa Fe County. The Fire Chief/Fire Marshal shall have the authority to grant exemptions to the Emergency Ordinance to burn permit applicants after assuring adequate fire protection is available and all reasonable measures have been taken to mitigate the fire danger.





Drought removal likely approximated from the Drought Monitor (D1 to D4 intensity).

intensity levels by the end of

NOTE: The tan area areas ir 'v at least a 1-category improvement in the Drought Mor 'vr

period although drought will remain.

For weekly drought updates, see the latest U.S. Drought Monitor.

The Green areas imply drought removal by the end of the period (DO or none)

Drought development

Drought remains but

Depicts large-scale trends based on subjectively derived probabilities guided by short- and

cannot be accurately forecast more than a few days in advance. Use caution for applications

such as crops -- that can be affected by such events. "Ongoing" drought areas are

long-range statistical and dynamical forecasts. Short-term events – such as individual storms –

improves

#### SANTA FE COUNTY

#### ORDINANCE NO. 2014-\_\_\_

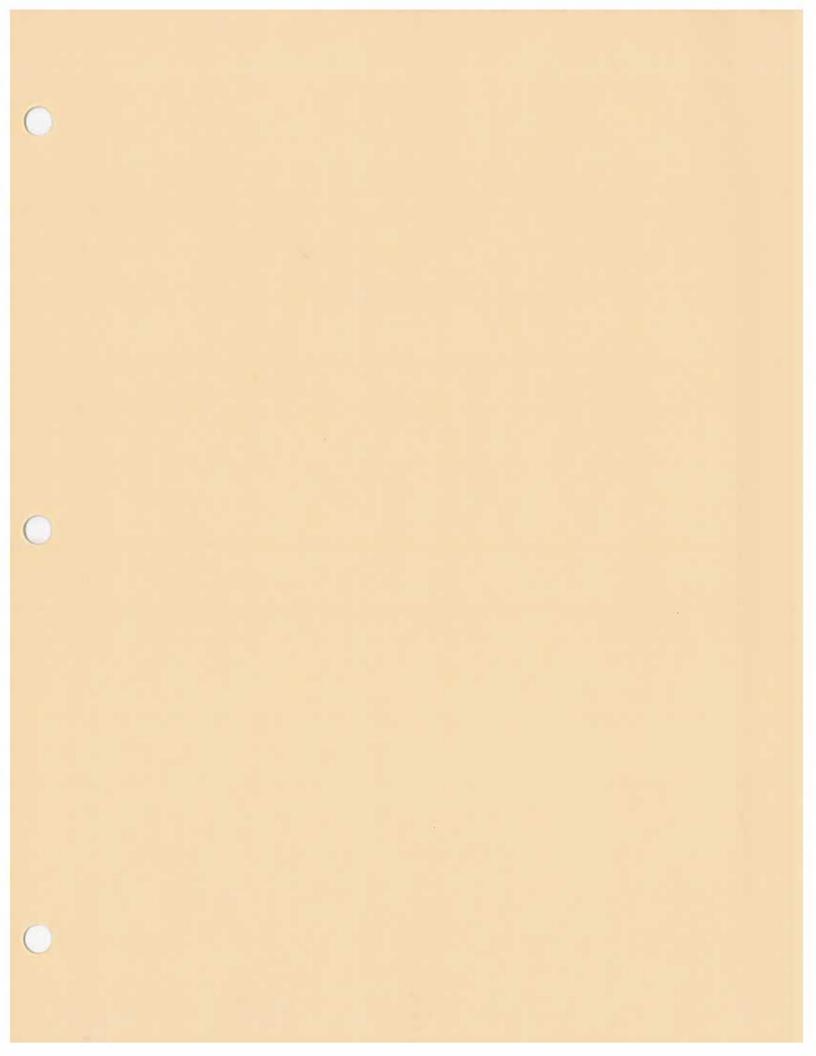
### AN EMERGENCY ORDINANCE DECLARING HAZARDOUS FIRE CONDITIONS AND IMPOSING RESTRICTIONS ON OPEN FIRES, SMOKING AND OTHER IGNITION SOURCES

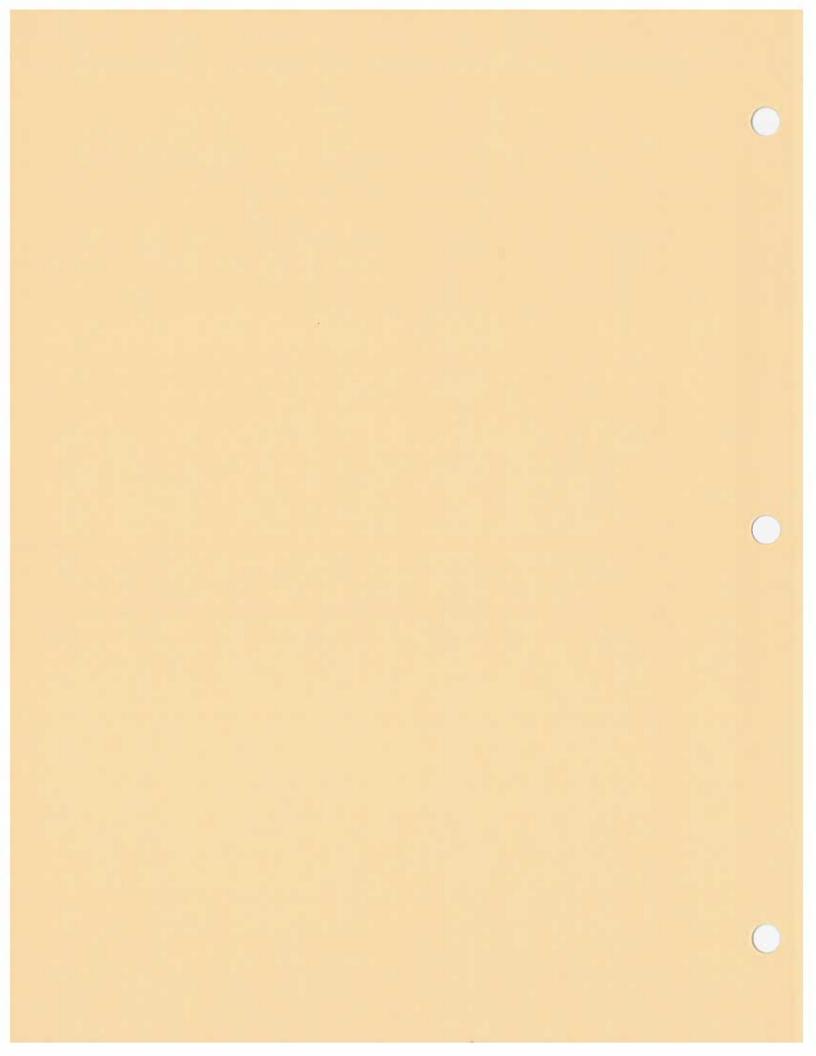
Be it ordained by the Board of County Commissioners of Santa Fe County that because the current dry conditions and fire hazards represent a significant and imminent threat to the safety, health and welfare in Santa Fe County, the following prohibitions are hereby **ADOPTED**:

- 1. Consistent with its authority pursuant to NMSA 1978, Section 59A-52-18, the following are prohibited for a period of one hundred and twenty (120) days within the unincorporated areas of Santa Fe County:
  - a. Campfires
  - b. Open fires of any kind
  - c. Open burning of vegetation or rubbish
  - d. Smoking within a County park, campground or any wildland area except within an enclosed vehicle or building
  - e. Littering on public roadways/areas with ignited smoking materials
  - f. Use of off-road vehicles and motor bikes within county parks, campground and wild land areas
  - g. The issuance of licenses or permits for open burning except as noted below
- 2. The Fire Chief or Fire Marshal shall have the authority to grant exemptions to the Emergency Ordinance to burn permit applicants after assuring that adequate fire protection is available and all reasonable measures have been taken to mitigate the hazardous fire conditions.
- 3. Nothing herein shall be construed to limit the authority or responsibilities of the Santa Fe County Fire Marshal or the Santa Fe County Sheriff under the provisions of other ordinances.
- 4. Any individual, firm, partnership or other entity found violating this emergency ordinance shall be deemed guilty of a petty misdemeanor and shall be punished by imprisonment for up to ninety days or a fine not to exceed three hundred dollars, or both.

This Ordinance shall take effect immediately and shall remain in effect for one hundred and twenty (120) days.
APPROVED, ADOPTED AND PASSED this day of March, 2014.
BOARD OF COUNTY COMMISSIONERS
Daniel W. Mayfield, Chair
Approved as to form:
Stephen C. Ross, Santa Fe County Attorney
Attest:

Geraldine Salazar, Santa Fe County Clerk





#### Daniel "Danny" Mayfield Commissioner, District 1

Miguel Chavez
Commissioner, District 2

Robert A. Anaya Commissioner, District 3



Kathy Holian Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller County Manager

## **MEMORANDUM**

DATE:

March 12, 2014

TO:

**Board of County Commissioners** 

FROM:

Adam Leigland, Public Works Department Director

VIA:

Katherine Miller, County Manager

ITEM AND ISSUE: BCC Meeting March 25, 2014

APPROVAL OF RECOMMENDATIONS FOR NEXT STEPS ON OLD JUDICIAL COMLPEX AND COUNTY THREE-CAMPUS PLAN. (Public Works / Adam Leigland)

#### **BACKGROUND AND SUMMARY:**

Santa Fe County Public Works Department has initiated the evaluation of existing facilities along with their proximities and functions for the purposes of consolidating organization around three main campuses. Consolidation has been organized around function and focuses on the Public Safety Campus, the Public Works Campus and the downtown Administrative Campus.

Planning and Programming for added functions at all three campuses is already underway. The Downtown Campus includes the existing uses at 102 Grant St. as well as the Finance Department, Teen Court, Human Resources, Community Services and Projects staff that are in downtown leased space and buildings outside the downtown area. The vacant Old Judicial Court building (OJC) creates an opportunity to consolidate the outlying functions in a two building downtown Administrative Campus.

To evaluate options for consolidating Administrative functions, Santa Fe County contracted Studio Southwest Architects, Inc. (SSA) to conduct a feasibility study of options for potential future uses of the former First Judicial Courthouse Complex located at 100 Catron Street in downtown Santa Fe. The County owns the approximately 56,000 square foot facility which served as the First Judicial District Courthouse until the courts were relocated to the new facility in June 2013.

The results of the feasibility study were presented to the Board of County Commissioners (BCC) on November 12, 2013. The feasibility study provided a recommendation that the County consider demolition of the existing building and the construction of a new administrative building on the downtown site. One of the primary goals of the this recommendation is to create the downtown County administrative complex which would include the new building and the existing

administrative building located at 102 Grant Ave., along with adequate parking facilities for the public and staff. Studio SW Architects also studied the feasibility of moving all County Administrative functions out of the downtown area to a site where building and parking could be located on less expensive land.

At this November presentation, the BCC directed staff to solicit public input on the recommendations of the feasibility study with a specific focus on asking the general public whether the County should consider keeping the administrative functions of the County in the downtown area or move these services elsewhere, out of the downtown area. To collect feedback, staff developed an on-line survey and distributed paper surveys to various County offices located downtown. Additionally, staff conducted a public Town Hall meeting on January 8, 2014, to solicit feedback on the question of a public desire for a downtown location. The results of this public outreach effort were presented to the BCC at its February 11, 2014, meeting, and are briefly restated below.

- Approximately 60% of respondents said the lack of adequate parking is a hindrance for constituents to access County services downtown.
- Approximately 57% respondents stated that it is important or very important to keep County services downtown.
- When asked if parking were adequate for the public to access services downtown, 61% responded that services should be kept downtown.
- An informal straw poll, by show of hands, at the Town Hall indicated that all but one of the members of the public would prefer that County services remain in the downtown area.

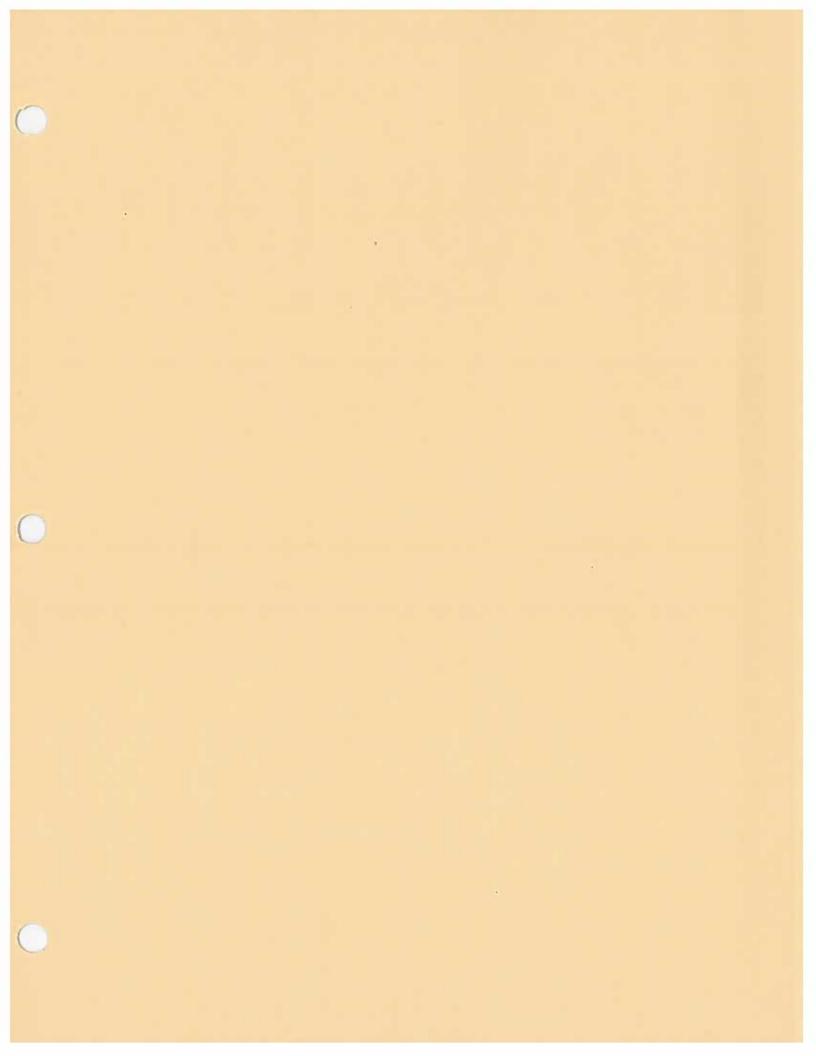
In short, staff believes that the public outreach shows very strong support for keeping County services downtown (as long as parking is addressed), and by extension, support for the County's three-campus model as the way to implement this. Based on this, staff has prepared the following outline of recommended next steps that can be pursued if so directed by the BCC.

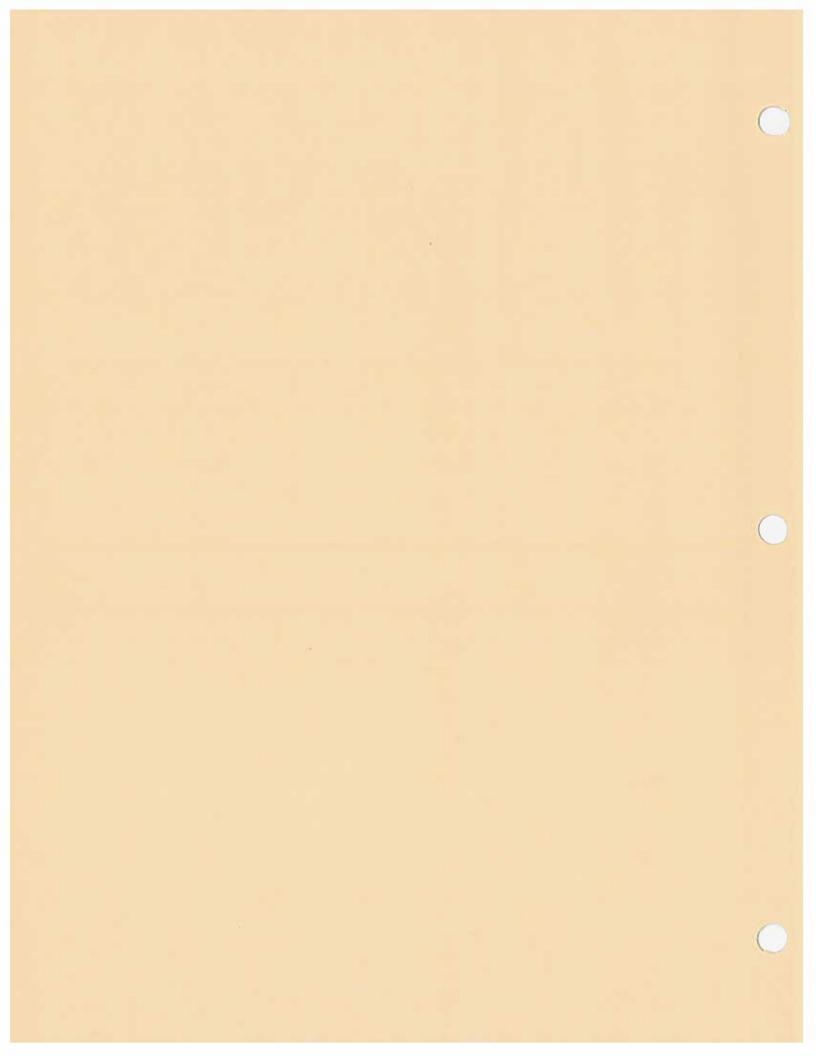
#### **RECOMMENDED NEXT STEPS:**

- Develop a financing, procurement, and phasing plan to implement the three-campus model, with the downtown campus consisting of the existing building at 102 Grant Ave, and a new building at the OJC site. This plan shall include the sale of any vacant County-owned property as appropriate.
- Procure professional services to design the new facility at the OJC site.

#### **ACTION REQUESTED:**

Approve the next steps as outlined above.





Daniel "Danny" Mayfield Commissioner, District 1

Miguel M. Chavez Commissioner, District 2

Robert A. Anaya Commissioner, District 3



Kathy Holian Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller County Manager

# **MEMORANDUM**

Date:

March 12, 2014

To:

**Board of County Commissioners** 

From:

Bill Taylor, Procurement Manager

Via:

Katherine Miller, County Manager

Ron Pacheco, Housing Director

Jeffrey Trujillo, ASD Director

ITEM AND ISSUE: BCC Meeting March 25, 2014

REQUEST APPROVAL TO AWARD FIVE (5) CONTRACTS FOR AGREEMENT NO. 2014-0212--HO/PL ON-CALL ROOFING SERVICES, EACH IN THE AMOUNT OF \$250,000 FOR A TOTAL OF \$1,250,000 EXCLUSIVE OF GRT - BILL TAYLOR/PROCUREMENT

#### <u>ISSUE</u>

The Purchasing Division requests approval of Agreement No. 2014-0212-A-HO/PL with National Roofing; Agreement No. 2014-0212-B-HO/PL with JRM Construction; Agreement No. 2014-0212-C-HO/PL with Mike Lopez Roofing; Agreement No. 2012-0212-D-HO/PL with Roof Care and Agreement No. 2014-0212-E-HO/PL with Progressive Roofing for on-call roofing services, each in the amount of \$250,000 for a total of \$1,250,000 exclusive of GRT.

#### **BACKGROUND**

The Purchasing Division and the Housing Authority recognized a need for on-call roofing services to be provided on an as-needed basis as specific roof repairs and new roof installations are identified. The award of multiple contracts for these services will allow the Housing Authority as well as other County departments to move quickly and efficiently to repair roof leaks and install new roofing as required.

The Purchasing Division and the Housing Authority issued Request for Proposals (RFP) No. 2014-0236-HO/PL "On Call Roofing Services" on January 19, 2014. This solicitation was advertised in the Santa Fe New Mexican and the Albuquerque Journal and posted on the County's Website. Nine

firms attended the pre-proposal conference and seven proposals were received in response to the RFP.

All proposals were reviewed by the Purchasing staff to ensure responsiveness. An evaluation committee consisting of four County employees reviewed, scored and ranked the proposals as follows:

- 1. National Roofing, Albuquerque, NM
- 2. JRM Construction, Santa Fe, NM
- 3. Roof Care, Santa Fe, NM
- 4. Mike Lopez Roofing, Santa Fe, NM
- 5. Progressive Roofing, Albuquerque, NM
- 6. Everguard Roofing, Albuquerque, NM
- 7. ABC Roofing, Santa Fe, NM

Although all of the proponents are qualified firms the evaluation committee made its determinations based on the best prepared and most responsive proposals. These factors resulted in the top five (5) firms listed above being selected for multiple award contracts after careful deliberation by the evaluation committee.

#### **ACTION REQUESTED**

The Purchasing Division requests approval of Agreement No. 2014-0212-A-HO/PL with National Roofing; Agreement No. 2014-0212-B-HO/PL with JRM Construction; Agreement No. 2014-0212-C-HO/PL with Mike Lopez Roofing; Agreement No. 2012-0212-D-HO/PL with Roof Care and Agreement No. 2014-0212-E-HO/PL with Progressive Roofing for on-call roofing services, each in the amount of \$250,000 exclusive of GRT.

# INDEFINITE QUANTITY SERVICE AGREEMENT WITH NATIONAL ROOFING COMPANY, INC TO PROVIDE ON-CALL ROOFING SERVICES

WHEREAS, Santa Fe County has identified a need for on-call roofing at various County facilities to be provided on an as-needed basis as funding becomes available and as specific needs are identified;

WHEREAS, pursuant to NMSA 1978, Sections 13-1-112 and 13-1-117, competitive, sealed proposals were solicited via a formal request for proposals, RFP No. 2014-0212-HO/PL, for the provision of these services;

WHEREAS, based upon the evaluation criteria established within the request for proposals for the purposes of selecting the most qualified offeror, the County has determined the Contractor as the most responsive and highly rated offeror;

WHEREAS, the County requires the services of the Contractor and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

**NOW, THEREFORE**, it is agreed between the parties:

#### 1. SCOPE OF WORK

The Contractor shall provide all labor, material and equipment for the on-call roofing services to include, but not limited to, the following:

- A. Repair and/or replace roofing on flat, pitched shingle and pitched metal roofs on buildings identified by the County;
- B. Provide manufacturers' roofing specifications and drawings for all roofing types for County approval;
- C. Provide roof core samples to determine extent of roof repair and/or roof replacement, if applicable;
- D. Tear off and dispose of existing roof, as applicable;
- E. Inspect roof decking and repair and/or replace decking, as applicable;
- F. Install appropriate underlayment according to approved manufacturer's

- specifications, as applicable;
- G. Install roof insulation, as applicable;
- H. Remove and re-set all roof-top mounted HVAC and evaporative cooler units, provide flashing and reseal, as applicable;
- I. Replace valley flashing and flashing around portals, skylights, vents and all roof penetrations, and reseal, as applicable;
- Install drip edge flashing around edges of roof, as applicable;
- K. Repair or replace existing canales to provide positive drainage, as applicable;
- L. Ensure proper drainage on all roof types;
- M. Provide any necessary protective coverings needed to protect existing adjacent finishes. Should damage occur, contractor shall restore all existing adjacent finishes to its original condition;
- N. Remove all job related debris from site and dispose at approved landfill;
- O. Obtain any and all permits and/or certifications required by local, state and/or federal regulatory agencies for work performed.
- P. Obtain required NM Wage Determination rates for all work over \$50,000 and Federal Wage Determination for all work performed for the Housing Authority;
- Q. Complete all work required in a workmanlike manner in accordance with Uniform Building Code (UBC) and New Mexico Building Codes;
- R. Provide a No Dollar Limit (NDL) manufacturer's warranty.

#### 2. ADDITIONAL SERVICES

- A. The parties agree that all tasks set forth in Section 1 (Scope of Work), of this Agreement shall be completed in full, to the satisfaction of the County, in accordance with professional standards and for the amount set forth in Section 3 (Compensation, Invoicing and Set-off), of this Agreement, and for no other cost, amount, fee or expense.
- B. The County may from time to time request changes in the scope of work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement.

#### 3. COMPENSATION AND INVOICING

- A. In consideration of its obligations under this Agreement the Contractor shall be compensated as follows:
  - 1) County shall pay to the Contractor in full payment for services satisfactorily performed and all costs and expenses shall be in accordance with Exhibit A.
  - 2) The total amount payable to the Contractor under this Agreement shall not exceed two hundred fifty thousand dollars (\$250,000) per year exclusive of gross receipts tax. Any New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor.
  - This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. The County will notify the Contractor when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing.
- B. The Contractor shall submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual items or services. Within thirty (30) days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within thirty (30) days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.
- C. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.
- D. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

#### 4. EFFECTIVE DATE AND TERM

This Agreement shall become effective on the date first written above and shall terminate one (1) year later, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). The County has the option to renew on the same terms and conditions for three (3) additional one (1) year terms not to exceed four (4) years in duration.

#### 5. TERMINATION

- A. <u>Termination of Agreement for Cause</u>. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective thirty (30) days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within thirty (30) days, the breaching party shall have a reasonable time to cure the breach, provided that, within thirty (30) days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.
- B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than fifteen (15) days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

#### 6. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

#### 7. INDEPENDENT CONTRACTOR

The Contractor and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as

may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

#### 8. ASSIGNMENT

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 advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

#### 9. SUBCONTRACTING

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

#### 10. PERSONNEL

- A. All work performed under this Agreement shall be performed by the Contractor or under its supervision.
- B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

#### 11. RELEASE

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

#### 12. CONFIDENTIALITY

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

### 13. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT

A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

B. The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County shall own any such copyright.

#### 14. CONFLICT OF INTEREST

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

# 15. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section 1 (Scope of Work), of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

#### 16. ENTIRE AGREEMENT; INTEGRATION

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

#### 17. NOTICE OF PENALTIES

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

### 18. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

- A. The Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.
- B. The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

# 19. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

- A. In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations.
- B. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be federal and state district courts of New Mexico, located in Santa Fe County.

# 20. RECORDS AND INSPECTIONS

- A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).
- B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

# 21. INDEMNIFICATION

- A. The Contractor shall defend, indemnify, and hold harmless the County and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein.
- B. The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.

C. The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

# 22. SEVERABILITY

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

## 23. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County:

Santa Fe County

Office of the County Attorney

102 Grant Avenue

Santa Fe, New Mexico 87501

To the Contractor:

National Roofing Company, Inc.

3408 Columbia NE

Albuquerque, New Mexico 87107

# 24. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor hereby represents and warrants that:

- A. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.
- B. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's corporate agreement or any statement filed with the Public Regulation Commission on Contractor's behalf.
- C. Contractor is legally registered and is properly licensed by the New Mexico State to do the work anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.

# 25. FACSIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

# 26. NO THIRD-PARTY BENEFICIARIES

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

# 27. INSURANCE

- A. <u>General Conditions.</u> The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
- B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy.
- C. <u>Workers' Compensation Insurance.</u> The Contractor shall comply with the provisions of the Workers' Compensation Act.
- D. <u>Increased Limits.</u> If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

# 28. PERMITS, FEES, AND LICENSES

Contractor shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

# 29. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

# 30. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

# 31. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS, if applicable

The Contractor hereby irrevocably appoints Thomas F. Johns, a New Mexico resident, located at 1624 W. La Entrada, Corrales, N.M. 87048 as its agent upon whom process and writs in any action or proceeding arising out of or related to this Agreement may be served. The Contractor acknowledges and agrees that service upon its designated agent shall have the same effect as though the Contractor were actually and personally served within the state of New Mexico.

# 32. SURVIVAL

SANTA FE COUNTY

The provisions of following paragraphs shall survive termination of this Contract; INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

IN WITNESS WHEREOF, the parties have duly executed this Amendment to the Agreement as of the date first written above.

# Daniel W. Mayfield, Chair Santa Fe County Board of County Commissioners ATTEST Geraldine Salazar Santa Fe County Clerk Attesment Katherine Miller Santa Fe County Manager Approved as to Form Stephen C. Ross Santa Fe County Attorney Finance Department Approval Limber Approval Stoly Teresa C. Martinez Santa Fe County Finance Director

CONTRACTOR:		
(Signature)	Date	_
(Print Name)		
(Print Title)		
FEDERAL IDENTIFICATION NUMBER		

	y.**	

# NATIONAL ROOFING COMPANY, INC.

# EXHIBIT FI PRICING SECTION II

# ROOF REPAIR AND NEW ROOF INSTALLATION CONSTRUCTION SERVICES

MOOF RELAIR AND NEW ROOF INSTAL	LATION CONSTRUCTION SERVICES
Bidders must bid on all items. The Contractor will provi	ide the required services at the following prices
1. Hourly Rate for Foreman:	no die required services at the following prices.
Weekdays	\$_34.06 /per hour
Weekdays after hours	\$ 48.00 /per hour
Weekends	\$ 48.00 /per hour
Holiday Rate	\$ 61.95 /per hour
Overtime Rate	\$ 48.00 /per hour
2. Hamila Data Sau Dane	•
2. Hourly Rate for Roofer:	
Weekdays	\$ 30.52/per hour
Weekdays after hours	\$ 43.00 /per hour
Weekends	\$ 43.00 /per hour
Holiday Rate	\$_55.50 /per hour
Overtime Rate	\$43.00/per hour
3. Hourly Rate for Apprentice:	
Weekdays	\$28.74/per hour
Weekdays after hours	\$ 40.51 /per hour
Weekends	\$ 40.51 /per hour
Holiday Rate	_
Overtime Rate	\$ 52.58 /per hour \$ 40.51 /per hour
	- por nom
TOTAL:	\$
Parts, equipment, and material shall be supplied less a pe	rcentage from the hidders current
	o
Price list:	10 percentage (%)
Rental of Equipment:	10 percentage (%)
Holiday Schedule shall be in concert with Cou	nty approved Holidays and include Christmas Eve,
Christmas Day, New Year's Day, Martin Luther King Da	w the Friday before Forter Momenial Day Franct of
July, Labor Day, and Thanksgiving (two [2] days),	y, the ritiday before Easter, Methonal Day, Fourth of
14145	GG 01
Bidder's New Mexico Contractors License	GS-21
Didde a trem Mexico Contractors Dicense	Classification(s)
0191772011629	CRS 01-851145-007
Department of Workforce Solution Registration No. Bidde	ers Gross Receipts Tay No

85-0254343 Federal Tax ID Number

# INDEFINITE QUANTITY SERVICE AGREEMENT WITH JRM CONSTRUCTION COMPANY, LLC TO PROVIDE ON-CALL ROOFING SERVICES

WHEREAS, Santa Fe County has identified a need for on-call roofing at various County facilities to be provided on an as-needed basis as funding becomes available and as specific needs are identified;

WHEREAS, pursuant to NMSA 1978, Sections 13-1-112 and 13-1-117, competitive, sealed proposals were solicited via a formal request for proposals, RFP No. 2014-0212-HO/PL, for the provision of these services;

WHEREAS, based upon the evaluation criteria established within the request for proposals for the purposes of selecting the most qualified offeror, the County has determined the Contractor as the most responsive and highly rated offeror;

WHEREAS, the County requires the services of the Contractor and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

NOW, THEREFORE, it is agreed between the parties:

# 1. SCOPE OF WORK

The Contractor shall provide all labor, material and equipment for the on-call roofing services to include, but not limited to, the following:

- A. Repair and/or replace roofing on flat, pitched shingle and pitched metal roofs on buildings identified by the County;
- B. Provide manufacturers' roofing specifications and drawings for all roofing types for County approval;
- C. Provide roof core samples to determine extent of roof repair and/or roof replacement, if applicable;
- D. Tear off and dispose of existing roof, as applicable;
- E. Inspect roof decking and repair and/or replace decking, as applicable;
- F. Install appropriate underlayment according to approved manufacturer's

- specifications, as applicable;
- G. Install roof insulation, as applicable;
- H. Remove and re-set all roof-top mounted HVAC and evaporative cooler units, provide flashing and reseal, as applicable;
- I. Replace valley flashing and flashing around portals, skylights, vents and all roof penetrations, and reseal, as applicable;
- Install drip edge flashing around edges of roof, as applicable;
- K. Repair or replace existing canales to provide positive drainage, as applicable;
- Ensure proper drainage on all roof types;
- M. Provide any necessary protective coverings needed to protect existing adjacent finishes. Should damage occur, contractor shall restore all existing adjacent finishes to its original condition;
- N. Remove all job related debris from site and dispose at approved landfill;
- O. Obtain any and all permits and/or certifications required by local, state and/or federal regulatory agencies for work performed;
- P. Obtain required NM Wage Determination rates for all work over \$50,000 and Federal Wage Determination for all work performed for the Housing Authority;
- Q. Complete all work required in a workmanlike manner in accordance with Uniform Building Code (UBC) and New Mexico Building Codes;
- R. Provide a No Dollar Limit (NDL) manufacturer's warranty.

# 2. ADDITIONAL SERVICES

- A. The parties agree that all tasks set forth in Section 1 (Scope of Work), of this Agreement shall be completed in full, to the satisfaction of the County, in accordance with professional standards and for the amount set forth in Section 3 (Compensation, Invoicing and Set-off), of this Agreement, and for no other cost, amount, fee or expense.
- B. The County may from time to time request changes in the scope of work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement.

# 3. COMPENSATION AND INVOICING

- A. In consideration of its obligations under this Agreement the Contractor shall be compensated as follows:
  - 1) County shall pay to the Contractor in full payment for services satisfactorily performed and all costs and expenses shall be in accordance with Exhibit A.
  - 2) The total amount payable to the Contractor under this Agreement shall not exceed two hundred fifty thousand dollars (\$250,000) per year exclusive of gross receipts tax. Any New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor.
  - This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. The County will notify the Contractor when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing.
- B. The Contractor shall submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual items or services. Within thirty (30) days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within thirty (30) days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.
- C. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.
- D. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

## 4. EFFECTIVE DATE AND TERM

This Agreement shall become effective on the date first written above and shall terminate one (1) year later, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). The County has the option to renew on the same terms and conditions for three (3) additional one (1) year terms not to exceed four (4) years in duration.

## 5. TERMINATION

- A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective thirty (30) days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within thirty (30) days, the breaching party shall have a reasonable time to cure the breach, provided that, within thirty (30) days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.
- B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than fifteen (15) days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

# 6. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

# 7. INDEPENDENT CONTRACTOR

The Contractor and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as

may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

### 8. ASSIGNMENT

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 advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

# 9. SUBCONTRACTING

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

# 10. PERSONNEL

- A. All work performed under this Agreement shall be performed by the Contractor or under its supervision.
- B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

### 11. RELEASE

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

### 12. CONFIDENTIALITY

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

# 13. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT

A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

B. The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County shall own any such copyright.

# 14. CONFLICT OF INTEREST

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

# 15. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section 1 (Scope of Work), of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

# 16. ENTIRE AGREEMENT; INTEGRATION

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

# 17. NOTICE OF PENALTIES

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

# 18. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

- A. The Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.
- B. The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

# 19. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

- A. In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations.
- B. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be federal and state district courts of New Mexico, located in Santa Fe County.

# 20. RECORDS AND INSPECTIONS

- A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).
- B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

# 21. INDEMNIFICATION

- A. The Contractor shall defend, indemnify, and hold harmless the County and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein.
- B. The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.

C. The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

# 22. SEVERABILITY

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

# 23. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County:

Santa Fe County

Office of the County Attorney

102 Grant Avenue

Santa Fe, New Mexico 87501

To the Contractor:

JRM Construction 2620 Via Berrenda

Santa Fe, New Mexico 87505

# 24. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor hereby represents and warrants that:

- A. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.
- B. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's corporate agreement or any statement filed with the Public Regulation Commission on Contractor's behalf.
- C. Contractor is legally registered and is properly licensed by the New Mexico State to do the work anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.

# 25. FACSIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

# 26. NO THIRD-PARTY BENEFICIARIES

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

# 27. INSURANCE

- A. <u>General Conditions.</u> The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
- B. General Liability Insurance. Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy.
- C. <u>Workers' Compensation Insurance.</u> The Contractor shall comply with the provisions of the Workers' Compensation Act.
- D. <u>Increased Limits.</u> If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

# 28. PERMITS, FEES, AND LICENSES

Contractor shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

# 29. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

# 30. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

# 31. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS, if applicable

The Contractor hereby irrevocably appoints Robert Mendez, a New Mexico resident, located at 2620 Via Berrenda, Santa Fe, N.M. 87505 as its agent upon whom process and writs in any action or proceeding arising out of or related to this Agreement may be served. The Contractor acknowledges and agrees that service upon its designated agent shall have the same effect as though the Contractor were actually and personally served within the state of New Mexico.

# 32. SURVIVAL

SANTA FE COUNTY

The provisions of following paragraphs shall survive termination of this Contract; INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

IN WITNESS WHEREOF, the parties have duly executed this Amendment to the Agreement as of the date first written above.

# Daniel W. Mayfield, Chair Santa Fe County Board of County Commissioners ATTEST Geraldine Salazar Santa Fe County Clerk Hithing Tolk Katherine Miller Santa Fe County Manager Approved as to Form Stephen C. Ross Santa Fe County Attorney Finance Department Approval Light Maria Teresa C. Martinez Santa Fe County Finance Director

CONTRACTOR:	
(Signature)	Date
(Print Name)	
(Print Title)	
FEDERAL IDENTIFICATION NUMBER	



# Hourly Rate Fee Schedule

DATE 3/5/2014

# JRM CONSTRUCTION CO LLC.

2620 VIA BERRENDA SANTA FE NM, 87505

EMAIL Cell Phone bob87505@aol.com 505 920 9768

CUSTOMER:

SANTA FE COUNTY / ATTN: PAMELA LINDSTAM

RFP# 2014-0212HO-PL ON CALL ROOFING SERVICES

# Description HOURLY RATE FEE SCHEDULE

HOURLY RATES INCLUDE O & P	\$ / HR / EACH
ROOFING LABORER	36.50
ROOFING APPLICATOR	48.50
ROOFING FOREMAN / SUPERINTENDENT	58.50
OTE: PERMITS, MATERIALS, RENTALS, FUELS, TRASH COSTS NOT INCLUDED	

NOTE: PERMITS, MATERIALS, RENTALS, FUELS, TRASH COSTS NOT INCLUDED

# INDEFINITE QUANTITY SERVICE AGREEMENT WITH MIKE LOPEZ ROOFING, LLC TO PROVIDE ON-CALL ROOFING SERVICES

WHEREAS, Santa Fe County has identified a need for on-call roofing at various County facilities to be provided on an as-needed basis as funding becomes available and as specific needs are identified;

WHEREAS, pursuant to NMSA 1978, Sections 13-1-112 and 13-1-117, competitive, sealed proposals were solicited via a formal request for proposals, RFP No. 2014-0212-HO/PL, for the provision of these services;

WHEREAS, based upon the evaluation criteria established within the request for proposals for the purposes of selecting the most qualified offeror, the County has determined the Contractor as the most responsive and highly rated offeror;

WHEREAS, the County requires the services of the Contractor and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

NOW, THEREFORE, it is agreed between the parties:

# 1. SCOPE OF WORK

The Contractor shall provide all labor, material and equipment for the on-call roofing services to include, but not limited to, the following:

- A. Repair and/or replace roofing on flat, pitched shingle and pitched metal roofs on buildings identified by the County;
- B. Provide manufacturers' roofing specifications and drawings for all roofing types for County approval;
- C. Provide roof core samples to determine extent of roof repair and/or roof replacement, if applicable;
- D. Tear off and dispose of existing roof, as applicable;
- E. Inspect roof decking and repair and/or replace decking, as applicable;
- F. Install appropriate underlayment according to approved manufacturer's

- specifications, as applicable;
- G. Install roof insulation, as applicable;
- H. Remove and re-set all roof-top mounted HVAC and evaporative cooler units, provide flashing and reseal, as applicable;
- I. Replace valley flashing and flashing around portals, skylights, vents and all roof penetrations, and reseal, as applicable;
- J. Install drip edge flashing around edges of roof, as applicable;
- K. Repair or replace existing canales to provide positive drainage, as applicable;
- L. Ensure proper drainage on all roof types;
- M. Provide any necessary protective coverings needed to protect existing adjacent finishes. Should damage occur, contractor shall restore all existing adjacent finishes to its original condition;
- N. Remove all job related debris from site and dispose at approved landfill;
- O. Obtain any and all permits and/or certifications required by local, state and/or federal regulatory agencies for work performed;
- P. Obtain required NM Wage Determination rates for all work over \$50,000 and Federal Wage Determination for all work performed for the Housing Authority;
- Q. Complete all work required in a workmanlike manner in accordance with Uniform Building Code (UBC) and New Mexico Building Codes;
- R. Provide a No Dollar Limit (NDL) manufacturer's warranty.

# 2. ADDITIONAL SERVICES

- A. The parties agree that all tasks set forth in Section 1 (Scope of Work), of this Agreement shall be completed in full, to the satisfaction of the County, in accordance with professional standards and for the amount set forth in Section 3 (Compensation, Invoicing and Set-off), of this Agreement, and for no other cost, amount, fee or expense.
- B. The County may from time to time request changes in the scope of work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement.

# 3. COMPENSATION AND INVOICING

- A. In consideration of its obligations under this Agreement the Contractor shall be compensated as follows:
  - County shall pay to the Contractor in full payment for services satisfactorily performed and all costs and expenses shall be in accordance with Exhibit A.
  - 2) The total amount payable to the Contractor under this Agreement shall not exceed two hundred fifty thousand dollars (\$250,000) per year exclusive of gross receipts tax. Any New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor.
  - 3) This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. The County will notify the Contractor when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing.
- B. The Contractor shall submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual items or services. Within thirty (30) days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within thirty (30) days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.
- C. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.
- D. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

## 4. EFFECTIVE DATE AND TERM

This Agreement shall become effective on the date first written above and shall terminate one (1) year later, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). The County has the option to renew on the same terms and conditions for three (3) additional one (1) year terms not to exceed four (4) years in duration.

### 5. TERMINATION

- A. <u>Termination of Agreement for Cause</u>. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective thirty (30) days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within thirty (30) days, the breaching party shall have a reasonable time to cure the breach, provided that, within thirty (30) days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.
- B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than fifteen (15) days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

# 6. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

# 7. INDEPENDENT CONTRACTOR

The Contractor and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as

may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

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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 advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

# 9. SUBCONTRACTING

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

# 10. PERSONNEL

- A. All work performed under this Agreement shall be performed by the Contractor or under its supervision.
- B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

### 11. RELEASE

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

### 12. CONFIDENTIALITY

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

# 13. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT

A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

B. The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County shall own any such copyright.

# 14. CONFLICT OF INTEREST

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

# 15. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section 1 (Scope of Work), of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

# 16. ENTIRE AGREEMENT; INTEGRATION

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

### 17. NOTICE OF PENALTIES

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

# 18. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

- A. The Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.
- B. The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

# 19. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

- A. In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations.
- B. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be federal and state district courts of New Mexico, located in Santa Fe County.

# 20. RECORDS AND INSPECTIONS

- A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).
- B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

# 21. INDEMNIFICATION

- A. The Contractor shall defend, indemnify, and hold harmless the County and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein.
- B. The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.

C. The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

# 22. SEVERABILITY

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

# 23. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County:

Santa Fe County

Office of the County Attorney

102 Grant Avenue

Santa Fe, New Mexico 87501

To the Contractor:

Mike Lopez Roofing, LLC

3000 Agua Fria

Santa Fe, New Mexico 87507

# 24. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor hereby represents and warrants that:

- A. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.
- B. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's corporate agreement or any statement filed with the Public Regulation Commission on Contractor's behalf.
- C. Contractor is legally registered and is properly licensed by the New Mexico State to do the work anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.

### 25. FACSIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

# 26. NO THIRD-PARTY BENEFICIARIES

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

# 27. INSURANCE

- A. <u>General Conditions.</u> The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
- B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy.
- C. <u>Workers' Compensation Insurance.</u> The Contractor shall comply with the provisions of the Workers' Compensation Act.
- D. <u>Increased Limits.</u> If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

# 28. PERMITS, FEES, AND LICENSES

Contractor shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

# 29. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

# 30. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

# 31. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS, if applicable

The Contractor hereby irrevocably appoints Mike Lopez, a New Mexico resident, located at 3000 Agua Fria, Santa Fe, N.M. 87507 as its agent upon whom process and writs in any action or proceeding arising out of or related to this Agreement may be served. The Contractor acknowledges and agrees that service upon its designated agent shall have the same effect as though the Contractor were actually and personally served within the state of New Mexico.

# 32. SURVIVAL

SANTA FE COUNTY

The provisions of following paragraphs shall survive termination of this Contract; INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT: COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

IN WITNESS WHEREOF, the parties have duly executed this Amendment to the Agreement as of the date first written above.

# Daniel W. Mayfield, Chair Santa Fe County Board of County Commissioners ATTEST Geraldine Salazar Santa Fe County Clerk \*\*Mathematical Miller\*\* Santa Fe County Manager Approved as to Form \*\*Stephen C. Ross Santa Fe County Attorney Finance Department Approval \*\*Mathematical Miller\*\* \*\*Date\*\* \*\*July Date\*\* \*\*July

CONTRACTOR:	
(Signature)	Date
(Print Name)	
(Print Title)	•
FEDERAL IDENTIFICATION NUMBER:	

MIKE LOPEZ ROOFING, LLC

\*ESTABLISHED 1975\*

# EXHIBIT FI PRICING SECTION II ROOF REPAIR AND NEW ROOF INSTALLATION CONSTRUCTION SERVICES

Bidders must bid on all items. The Contractor will pr	ovide the required services at the following prices.
x. Moderly wate for Poleman:	- ·
Weekdays	\$_34.06 /per hour
Weekdays after hours	\$ 48.00 /per hour
Weekends	\$ 48.00 /per hour
Holiday Rate	\$ 61.95 /per hour
Overtime Rate	\$ 48.00 /per hour
2. Hourly Rate for Roofer:	
Weekdays	C an in
Weekdays after hours	\$_30.52 /per hour
Weekends	\$ 43.00 /per hour
Holiday Rate	\$43.00 /per hour
Overtime Rate	55.50 /per hour
Overtime Raie	\$ 43.00 /per hour
3. Hourly Rate for Apprentice:	
Weckdays	\$ 28.74 /per hour
Weekdays after hours	\$ 40.51 /per hour
Weekends	
Holiday Rate	
Overtime Rate	\$ 52.58 /per hour \$ 40.51 /per hour
TOTAL:	\$
Parts, equipment, and material shall be supplied less a	percentage from the bidders current:
Price list:	
Rental of Equipment:	percentage (%)
Holiday Schedule shall be in concert with Concert with Christmas Day, New Year's Day, Martin Luther King I July, Labor Day, and Thanksgiving (two [2] days),	ounty approved Holidays and include Christmas Eve, Day, the Friday before Easter, Memorial Day, Fourth of
Bidder's New Mexico Contractors License	GS-21 Classification(s)
Department of Workforce Solution Registration No. Bid	CRS ders Gross Receipts Tax No.
Federal Tax ID Number	

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# INDEFINITE QUANTITY SERVICE AGREEMENT WITH THE WALTER PARKER COMPANY, LLC TO PROVIDE ON-CALL ROOFING SERVICES

WHEREAS, Santa Fe County has identified a need for on-call roofing at various County facilities to be provided on an as-needed basis as funding becomes available and as specific needs are identified;

WHEREAS, pursuant to NMSA 1978, Sections 13-1-112 and 13-1-117, competitive, sealed proposals were solicited via a formal request for proposals, RFP No. 2014-0212-HO/PL, for the provision of these services;

WHEREAS, based upon the evaluation criteria established within the request for proposals for the purposes of selecting the most qualified offeror, the County has determined the Contractor as the most responsive and highly rated offeror;

WHEREAS, the County requires the services of the Contractor and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

NOW, THEREFORE, it is agreed between the parties:

### 1. SCOPE OF WORK

The Contractor shall provide all labor, material and equipment for the on-call roofing services to include, but not limited to, the following:

- A. Repair and/or replace roofing on flat, pitched shingle and pitched metal roofs on buildings identified by the County;
- B. Provide manufacturers' roofing specifications and drawings for all roofing types for County approval;
- C. Provide roof core samples to determine extent of roof repair and/or roof replacement, if applicable;
- D. Tear off and dispose of existing roof, as applicable;
- E. Inspect roof decking and repair and/or replace decking, as applicable;
- F. Install appropriate underlayment according to approved manufacturer's

- specifications, as applicable;
- G. Install roof insulation, as applicable;
- H. Remove and re-set all roof-top mounted HVAC and evaporative cooler units, provide flashing and reseal, as applicable;
- I. Replace valley flashing and flashing around portals, skylights, vents and all roof penetrations, and reseal, as applicable;
- J. Install drip edge flashing around edges of roof, as applicable;
- K. Repair or replace existing canales to provide positive drainage, as applicable;
- L. Ensure proper drainage on all roof types;
- M. Provide any necessary protective coverings needed to protect existing adjacent finishes. Should damage occur, contractor shall restore all existing adjacent finishes to its original condition;
- N. Remove all job related debris from site and dispose at approved landfill;
- O. Obtain any and all permits and/or certifications required by local, state and/or federal regulatory agencies for work performed;
- P. Obtain required NM Wage Determination rates for all work over \$50,000 and Federal Wage Determination for all work performed for the Housing Authority;
- Q. Complete all work required in a workmanlike manner in accordance with Uniform Building Code (UBC) and New Mexico Building Codes;
- R. Provide a No Dollar Limit (NDL) manufacturer's warranty.

### 2. ADDITIONAL SERVICES

- A. The parties agree that all tasks set forth in Section 1 (Scope of Work), of this Agreement shall be completed in full, to the satisfaction of the County, in accordance with professional standards and for the amount set forth in Section 3 (Compensation, Invoicing and Set-off), of this Agreement, and for no other cost, amount, fee or expense.
- B. The County may from time to time request changes in the scope of work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement.

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  - 2) The total amount payable to the Contractor under this Agreement shall not exceed two hundred fifty thousand dollars (\$250,000) per year exclusive of gross receipts tax. Any New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor.
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### 12. CONFIDENTIALITY

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

# 13. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT

A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

B. The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County shall own any such copyright.

### 14. CONFLICT OF INTEREST

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

# 15. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

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# 16. ENTIRE AGREEMENT; INTEGRATION

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

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

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- A. The Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.
- B. The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

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- A. In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations.
- B. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be federal and state district courts of New Mexico, located in Santa Fe County.

### 20. RECORDS AND INSPECTIONS

- A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).
- B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

### 21. INDEMNIFICATION

- A. The Contractor shall defend, indemnify, and hold harmless the County and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein.
- B. The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.

C. The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

### 22. SEVERABILITY

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

### 23. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County:

Santa Fe County

Office of the County Attorney

102 Grant Avenue

Santa Fe, New Mexico 87501

To the Contractor:

The Walter Parker Company, LLC dba RoofCare

7770 Jefferson NE, Suite 100 Albuquerque, New Mexico 87111

### 24. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor hereby represents and warrants that:

- A. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.
- B. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's corporate agreement or any statement filed with the Public Regulation Commission on Contractor's behalf.
- C. Contractor is legally registered and is properly licensed by the New Mexico State to do the work anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.

### 25. FACSIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

### 26. NO THIRD-PARTY BENEFICIARIES

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

### 27. INSURANCE

- A. <u>General Conditions</u>. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
- B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy.
- C. <u>Workers' Compensation Insurance.</u> The Contractor shall comply with the provisions of the Workers' Compensation Act.
- D. <u>Increased Limits.</u> If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

### 28. PERMITS, FEES, AND LICENSES

Contractor shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

### 29. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

### 30. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

### 31. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS, if applicable

The Contractor hereby irrevocably appoints Leonard G. Espinosa, a New Mexico resident, located at 7770 Jefferson NE, Suite 100, Albuquerque, N.M. 87111 as its agent upon whom process and writs in any action or proceeding arising out of or related to this Agreement may be served. The Contractor acknowledges and agrees that service upon its designated agent shall have the same effect as though the Contractor were actually and personally served within the state of New Mexico.

### 32. SURVIVAL

SANTA FE COUNTY

Santa Fe County Finance Director

The provisions of following paragraphs shall survive termination of this Contract; INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

IN WITNESS WHEREOF, the parties have duly executed this Amendment to the Agreement as of the date first written above.

# Daniel W. Mayfield, Chair Santa Fe County Board of County Commissioners ATTEST Geraldine Salazar Santa Fe County Clerk Hatherine Miller Santa Fe County Manager Approved as to Form Approved as to Form Stephen C. Ross Santa Fe County Attorney Finance Department Approval Date 3/10/14 Date 3/10/14 Date

CONTRACTOR:		
(Signature)	Date	
(Print Name)		
(Print Title)		
FEDERAL IDENTIFICATION NUMBER		

h - manufalla - allifamata samin





March 5, 2014

Pamela Lindstam Senior Procurement Specialist Santa Fe County Santa Fe, NM

Pamela,

Thank you for the opportunity to provide roofing solutions for Santa Fe County. Per your request, please see the following fee schedule for Santa Fe County On Call Roofing Services:

Description	Normal Hours	After Hours/Weekends
Laborer	\$50.00/hr	\$75.00/hr
Technician	\$65.00/hr	\$97.50/hr
Project Supervisor	\$80.00/hr	\$120.00/hr
Project Manager (PM is not on project full time)	\$90.00/hr	\$135.00/hr
Material and Supplies	20%	
Subcontractor	20%	
O & P	15%	

Please don't hesitate to contact me with any questions. We look forward to working with you.

Respectfully,

Louis Zaina, CEO RoofCARE

# INDEFINITE QUANTITY SERVICE AGREEMENT WITH PROGRESSIVE SERVICES, INC TO PROVIDE ON-CALL ROOFING SERVICES

THIS AGREEMENT is made and entered into this day of
2014, by and between Santa Fe County, hereinafter referred to as the "County" and Progressive
Services, Inc. dba Progressive Roofing, whose principal place of business is located at 6320 2nd
Street NW, Albuquerque, N.M. 87107, hereinafter referred to as the "Contractor".

WHEREAS, Santa Fe County has identified a need for on-call roofing at various County facilities to be provided on an as-needed basis as funding becomes available and as specific needs are identified;

WHEREAS, pursuant to NMSA 1978, Sections 13-1-112 and 13-1-117, competitive, sealed proposals were solicited via a formal request for proposals, RFP No. 2014-0212-HO/PL, for the provision of these services;

WHEREAS, based upon the evaluation criteria established within the request for proposals for the purposes of selecting the most qualified offeror, the County has determined the Contractor as the most responsive and highly rated offeror;

WHEREAS, the County requires the services of the Contractor and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

NOW, THEREFORE, it is agreed between the parties:

### 1. SCOPE OF WORK

The Contractor shall provide all labor, material and equipment for the on-call roofing services to include, but not limited to, the following:

- A. Repair and/or replace roofing on flat, pitched shingle and pitched metal roofs on buildings identified by the County;
- B. Provide manufacturers' roofing specifications and drawings for all roofing types for County approval;
- C. Provide roof core samples to determine extent of roof repair and/or roof replacement, if applicable;
- D. Tear off and dispose of existing roof, as applicable;
- E. Inspect roof decking and repair and/or replace decking, as applicable;
- F. Install appropriate underlayment according to approved manufacturer's

- specifications, as applicable;
- G. Install roof insulation, as applicable;
- H. Remove and re-set all roof-top mounted HVAC and evaporative cooler units, provide flashing and reseal, as applicable;
- I. Replace valley flashing and flashing around portals, skylights, vents and all roof penetrations, and reseal, as applicable;
- J. Install drip edge flashing around edges of roof, as applicable;
- K. Repair or replace existing canales to provide positive drainage, as applicable;
- L. Ensure proper drainage on all roof types;
- M. Provide any necessary protective coverings needed to protect existing adjacent finishes. Should damage occur, contractor shall restore all existing adjacent finishes to its original condition;
- N. Remove all job related debris from site and dispose at approved landfill;
- O. Obtain any and all permits and/or certifications required by local, state and/or federal regulatory agencies for work performed;
- P. Obtain required NM Wage Determination rates for all work over \$50,000 and Federal Wage Determination for all work performed for the Housing Authority;
- Q. Complete all work required in a workmanlike manner in accordance with Uniform Building Code (UBC) and New Mexico Building Codes;
- R. Provide a No Dollar Limit (NDL) manufacturer's warranty.

### 2. ADDITIONAL SERVICES

- A. The parties agree that all tasks set forth in Section 1 (Scope of Work), of this Agreement shall be completed in full, to the satisfaction of the County, in accordance with professional standards and for the amount set forth in Section 3 (Compensation, Invoicing and Set-off), of this Agreement, and for no other cost, amount, fee or expense.
- B. The County may from time to time request changes in the scope of work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement.

### 3. COMPENSATION AND INVOICING

- A. In consideration of its obligations under this Agreement the Contractor shall be compensated as follows:
  - 1) County shall pay to the Contractor in full payment for services satisfactorily performed and all costs and expenses shall be in accordance with Exhibit A.
  - The total amount payable to the Contractor under this Agreement shall not exceed two hundred fifty thousand dollars (\$250,000) per year exclusive of gross receipts tax. Any New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor.
  - This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. The County will notify the Contractor when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing.
- B. The Contractor shall submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual items or services. Within thirty (30) days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within thirty (30) days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.
- C. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.
- D. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

### 4. EFFECTIVE DATE AND TERM

This Agreement shall become effective on the date first written above and shall terminate one (1) year. later, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). The County has the option to renew on the same terms and conditions for three (3) additional one (1) year terms not to exceed four (4) years in duration.

### 5. TERMINATION

- A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective thirty (30) days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within thirty (30) days, the breaching party shall have a reasonable time to cure the breach, provided that, within thirty (30) days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.
- B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than fifteen (15) days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

### 6. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

### 7. INDEPENDENT CONTRACTOR

The Contractor and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as

may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

### 8. ASSIGNMENT

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 advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

### 9. SUBCONTRACTING

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

### 10. PERSONNEL

- A. All work performed under this Agreement shall be performed by the Contractor or under its supervision.
- B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

### 11. RELEASE

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

### 12. CONFIDENTIALITY

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

### 13. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT

A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

B. The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County shall own any such copyright.

### 14. CONFLICT OF INTEREST

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

## 15. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section 1 (Scope of Work), of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

### 16. ENTIRE AGREEMENT; INTEGRATION

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

### 17. NOTICE OF PENALTIES

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

# 18. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

- A. The Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.
- B. The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

### 19. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

- A. In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations.
- B. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be federal and state district courts of New Mexico, located in Santa Fe County.

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Santa Fe County

Office of the County Attorney

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Santa Fe, New Mexico 87501

To the Contractor:

Progressive Services, Inc. dba Progressive Roofing

6320 2<sup>nd</sup> Street NW

Albuquerque, New Mexico 87107

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The Contractor hereby represents and warrants that:

- A. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.
- B. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's corporate agreement or any statement filed with the Public Regulation Commission on Contractor's behalf.
- C. Contractor is legally registered and is properly licensed by the New Mexico State to do the work anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.

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### 30. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

### 31. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS, if applicable

The Contractor hereby irrevocably appoints W. Daniel Schneider, a New Mexico resident, located at 201 3<sup>rd</sup> Street NW, Suite 1800, Albuquerque, N.M. 87102 as its agent upon whom process and writs in any action or proceeding arising out of or related to this Agreement may be served. The Contractor acknowledges and agrees that service upon its designated agent shall have the same effect as though the Contractor were actually and personally served within the state of New Mexico.

### 32. SURVIVAL

SANTA FE COUNTY

The provisions of following paragraphs shall survive termination of this Contract; INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

IN WITNESS WHEREOF, the parties have duly executed this Amendment to the Agreement as of the date first written above.

# Daniel W. Mayfield, Chair Santa Fe County Board of County Commissioners ATTEST Geraldine Salazar Santa Fe County Clerk Hatherine Miller Santa Fe County Manager Approved as to Form Approved as to Form Stephen C. Ross Santa Fe County Attorney Finance Department Approval Mandal Mandal Teresa C. Martinez Santa Fe County Finance Director

CONTRACTOR:		
(Signature)	Date	
(Print Name)		
(Print Title)		
FEDERAL IDENTIFICATION NUMBER:		

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# ROGRESSIVE ROOFING WE MATIONAL MATIONAL



# SANTA FE HOUSING AUTHORITY **ROOFING RATES**

# Lead Person:

· Regular hourly rate \$ 50.00

· Overtime hourly rate \$75.00

## Roof Technician

Regular hourly rate \$ 50.00

Overtime hourly rate \$ 75.00

# Helper

Regular hourly rate \$ 35.00

Overtime hourly rate \$ 42.50

047565 C-42 (AZ) 3961 L-42 (AZ)

6320 2<sup>nd</sup> Street NW • Albuquerque, NM 87107

1820 West Amado . Las Cruces, NM 88005

577294 B. C-39, C-43 (CA)

082793 AE (AZ)

Albuquerque

Dallas

Denver

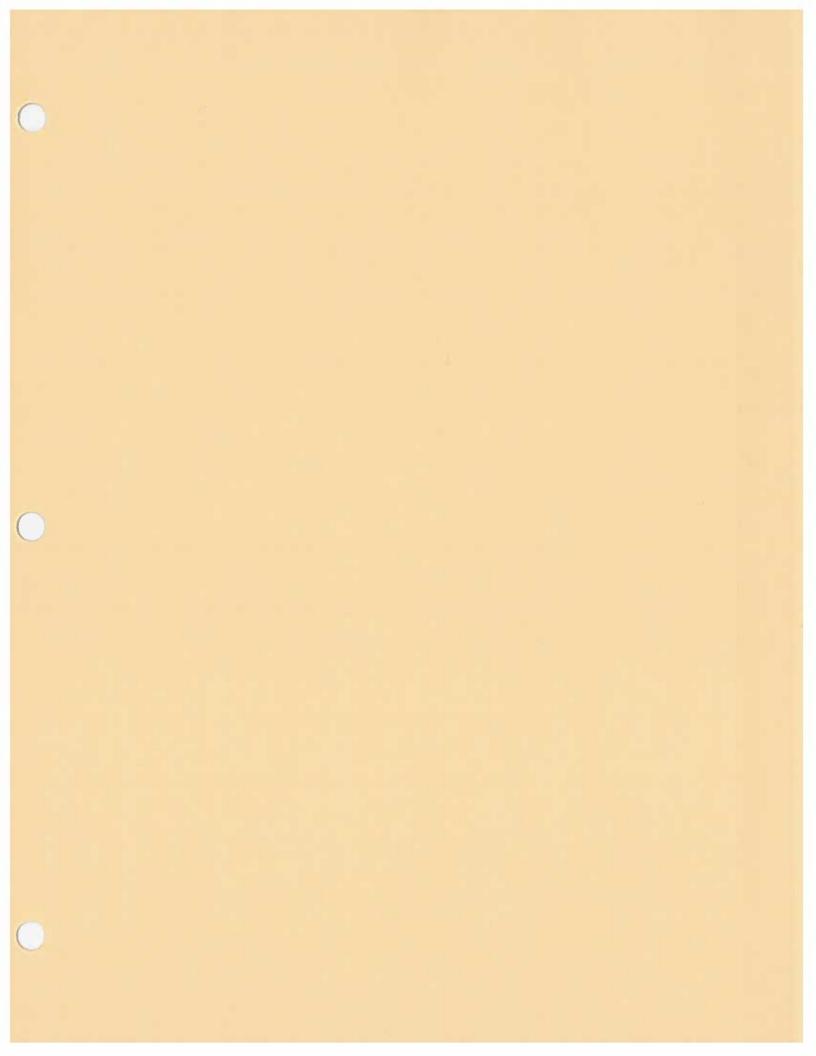
Flagstaff

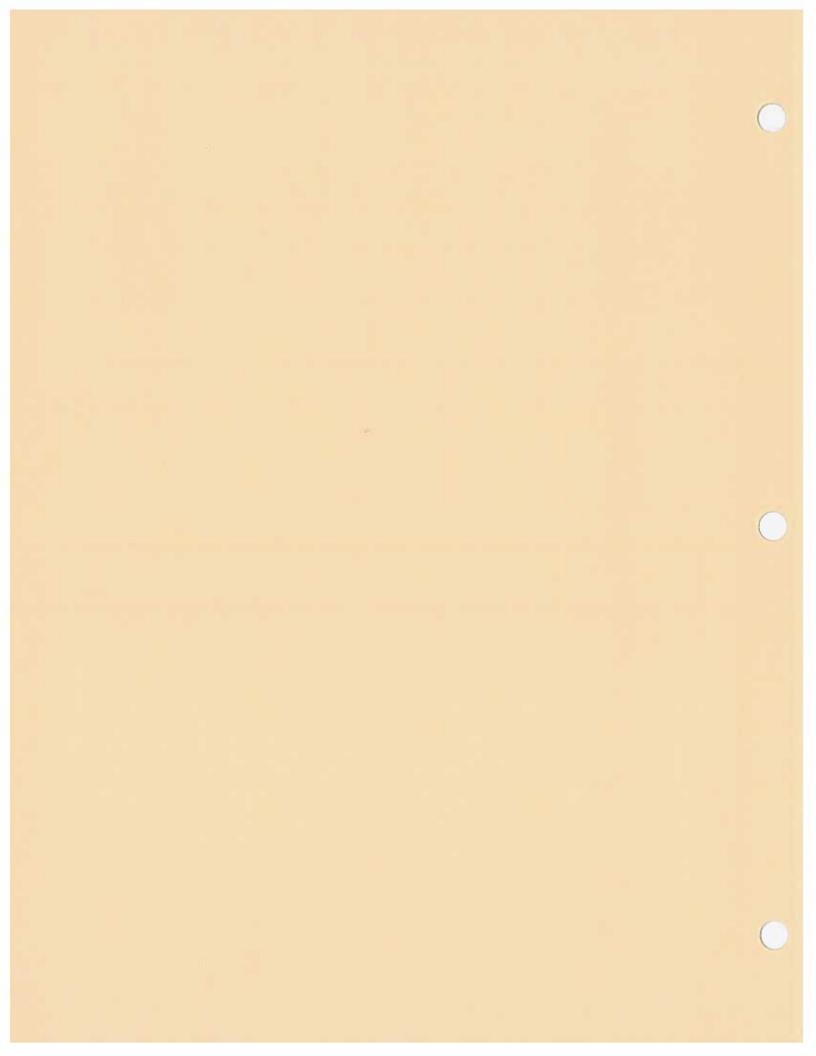
Las Cruces

Manteca

Phoenix

Tucson





Daniel "Danny" Mayfield
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller County Manager

# **MEMORANDUM**

Date:

March 12, 2014

To:

**Board of County Commissioners** 

From:

Bill Taylor, Procurement Manager

Via:

Katherine Miller, County Manager

Adam Leigland, Public Works Director

Jeffery Trujillo, ASD Director

ITEM AND ISSUE: BCC Meeting March 25, 2014

REQUEST APPROVAL OF ANISSA CONSTRUCTION CHANGE ORDER NO. 2 IN THE AMOUNT OF \$19,302.18 EXCLUSIVE OF GRT FOR THE LA CIENEGA FIRE STATION NO. 1 – (BILL TAYLOR/Purchasing)

### **ISSUE**

The Purchasing Division requests approval of Anissa Construction Change Order No. 2 in the amount of \$19,302.18, exclusive of GRT, for the La Cienega Fire Station No. 1.

### <u>BACKGROUND</u>

On June 11, 2013 the County entered into Agreement No. 2013-0257-FD/PL with Anissa Construction in the amount of \$470,500.00 (exclusive of GRT) for the construction services of the La Cienega Fire Station No. 1 renovations. The building renovation included eight (8) new administrative offices, reception area, restrooms, archive room, kitchen/break room and meeting room. Also included were new mechanical, plumbing, and electrical upgrades as well as a new fire protection system and the installation of a new pedestrian entrance and portico.

On January 10, 2014, Change Order No. 1 in the amount of \$46,826.80 (exclusive of GRT) was approved for the installation of domestic water and fire lines from the community water system to the fire station as required by the County's Utility Division.

Change Order No. 2 in the amount of \$19,302.18 (exclusive of GRT) includes the installation of a new metal roof, installation of exterior conduits for data communication lines, sidewalk,

additional stucco work due to exterior grade of building as well as other owner requested work. The cumulative amount of Change Order No. 1 and Change Order No. 2 is \$66,128.98 which is over the 10% of contract amount and as such requires Board authorization.

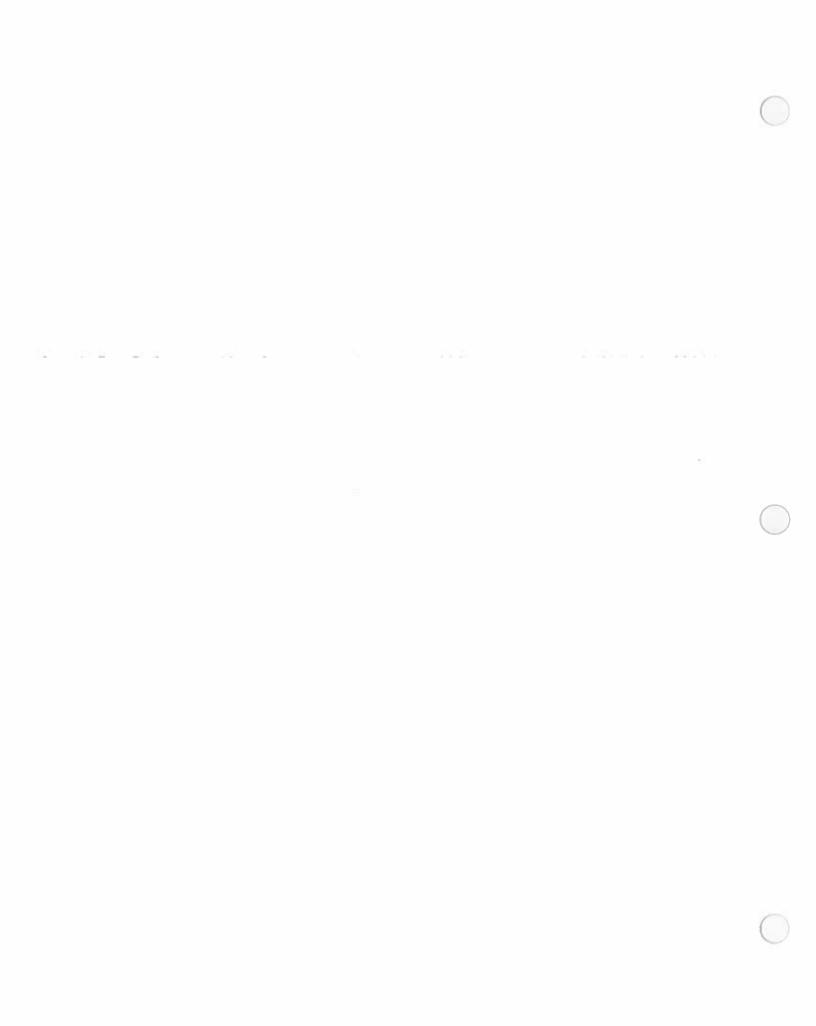
### ACTION REQUESTED

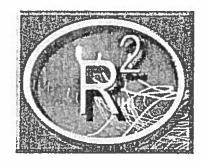
The Purchasing Division requests approval of Anissa Construction Change Order No. 2 in the amount of \$19,302.18, exclusive of GRT, for the La Cienega Fire Station No. 1.



Cnange Orger					
PROJECT: (Name and address)	CHANGE ORE	ER NUMBER: 002	<del>-</del>		OWNER [5]
La Cienega Fire Station #1 DATE: Januar		ary 14, 2014			
14 Fire Place Road Santa Fe. New Mexico 87508		2013-0176-PW	t	ARCHITECT 🖸	
	7111011112013	TROJEGT HOMBER.	2010 0110-1 11		CONTRACTOR 🗵
TO CONTRACTOR: (Name and address)  Anissa Construction, Inc.					FIELD 🗅
1232 Western Meadows Rd NW	CONTRACT D	ATE: June 11, 2013			OTHER 🗀
Albuquerque, NM 87114	CONTRACT FO	OR: Renovations a	nd Improveme	nts	
The Contract is changed as follows: (Include, where applicable, any undispute	ed amount attrib	utable to previously ex	secuted Constru	ction (	Change Directives )
Description of Change		Associated Cost	Associated Tir	ne	
CCD #1: Various, Refer to Chart on Follov		\$ 12,534,93 + Tax	13 Days		
CCD #2: Metal Roof Panels & Weather Da		\$ 17,509.22 + Tax	17 Days		
CCD #4: Refer to Chart on Following Page CCD #5: Refer to Chart on Following Page		\$(13,300.63 + Tax) \$ 2,558.66 + Tax	27 Days	_	
Totals	75	\$ 19,302.18 + Tax	16 Days 73 Days		
		\$ 15,502.10 + 18X	[ 13 Days		
The original Contract Sum	was			S	\$470,500.00
The net change by previously authorized (	Change Orders			\$	\$ 46,826.80
The Contract Sum prior to	this Change Or	der was		\$	\$517,326.80
The Contract Sum will be	increased by	this Change Order in	the amount of	\$	\$ 19,302.18
		ange Order, will be		\$	\$536,628.98
The Contract Time will be increased by	_	nty-Three (73) days		_	
The date of Substantial Completion as of t			e, is January 24	l, 201	4.
(NOTE: This Change Order does not inclute that have been authorized by Construction Owner and Contractor, in which case a Contractor of Walid Until SIGNED BY THE ARCHIT	Change Directi hange Order is e	ve until the cost and ti xecuted to supersede t	me have been a	greed	upon by both the
R2 Architectural Design & consulti A	nissa Construct	ion, Inc.	Santa Fe Cou	inty	
ARCHITECT (Firm name) CC	NTRACTOR (Firm	name)	OWNER (Firm na	me)	
730 San Mateo Blvd. SE	232 Western Me	adows Rd NW	102 Grant Ave	a	
	buquerque, NM		Santa Fe, NM		11
	DRESS	xel.	ADDRESS  BY (Signature)		
		O			
	nissa Hogeland vped name)		Daniel W. May	yrield	
• •	-	6-2014	- Jirve miniej		
DATE			DATE		*************
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AlA Document G701<sup>14</sup> - 2001. Copyright © 1979-1987-2000 and 2001 by The American Institute of Architects. All rights reserved. WARNING: This Ala Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distributions and Copyright Law and International Treaties. Unauthorized reproduction or distributions and Copyright Law and International Treaties, unauthorized reproduction or distributions and Copyright Law and International Treaties, unauthorized reproduction or distributions and Copyright Law and International Treaties. Unauthorized reproduction or distribution of Copyright Law and International Treaties. Unauthorized reproduction or distribution of Copyright Law and International Treaties. Unauthorized reproduction or distribution of Copyright Law and International Treaties. Unauthorized reproduction or distribution of Copyright Law and International Treaties. Unauthorized reproduction or distribution of Copyright Law and International Treaties. Unauthorized reproduction or distribution of Copyright Law and International Treaties. Unauthorized reproduction or distribution of Copyright Law and International Treaties. Unauthorized reproduction or distribution of Copyright Law and International Treaties. Unauthorized reproduction or distribution of Copyright Law and International Treaties. Unauthorized reproduction or distribution of Copyright Law and International Treaties. Unauthorized reproduction or distribution of Copyright Law and International Treaties. Unauthorized reproduction or distribution of Copyright Law and International Treaties. Unauthorized reproduction or distribution of Copyright Law and International Treaties. Unauthorized reproduction or distribution of Copyright Law and International Treaties. Unauthorized reproduction or distribution of Copyright Law and International Treaties. Unauthorized reproduction of Copyright Law and International Treaties. Unauthorized reproduction of Copyright Law and International Treaties. Unauthorized reproduction





# PROPOSAL REQUEST RESPONSE

CCP#	FROM	DATE	PROJECT	DESCRIPTION
3	Joshua Arnold	7/15/13	LA CIENEGA FIRE STATION #1 REMODEL	REPAIR EXISTING DOUBLE CONCRETE SLAB (RFI #4)

### RESPONSE

This proposal request for a change in contract time (1 day) and price for additional scope as required to stabilize the existing concrete slab at this project (refer to RFI #4) has been reviewed by the Architect and our Structural Engineer, and is fair and reasonable.

**ARCHITECT** 

R<sup>2</sup> ARCHITECTURAL, INC. 730 SAN MATEO BLVD SE, STE-1 ALBUQUERQUE, NM 87108 PHONE: (505) 884-9694

Josla deals

BY (Signature) Joshua Arnold

Date: 7/15/13

**SENT BY: JOSH** 



# PROPOSAL REQUEST

PROPOSAL REQUEST #	FROM	DATE	PROJECT	To Contractor
3	ROBERT RAYNER	7/15/13	LA CIENEGA FIRE STATION #1 REMODEL	Anissa Construction, Inc.

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within 10 days, or notify Architect in writing of the date on which you anticipate submitting your proposal. Proposals will not be considered unless they include a full breakdown of pricing with backup invoices from suppliers and subcontractors.

NOTE: THIS IS NOT A CHANGE ORDER, CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

### REQUEST:

Repair existing double concrete slab per response to RFI #4 (attached) to provide required stability for new construction.

### **ATTACHMENTS:**

RFI #4 - 1 page - 8.5" x 11".

**ARCHITECT** 

R<sup>2</sup> ARCHITECTURAL, INC. 730 SAN MATEO BLVD SE, STE-1 ALBUQUERQUE, NM 87108

PHONE: (505) 884-9694

Josla deals

BY (Signature) Joshua Amold

Date: 7/15/13

**SENT BY: JOSH** 

### Anissa Construction, inc

REQUEST FOR INFORMATION

4

1232 Western Meadows Rd NW Albuquerque, NM 87114

Phone: (505) 898-1944 Fax: (505) 898-5811 No.

TITLE:

RFI - existing concrete slab

DATE: 07/04/2013

PROJECT:

La Cienega Fire Station

29 JOB:

TO:

Attn:

CONTRACT/PO: SF-13-0169 B

730 San Mateo Blvd, SE suite 1

STARTED:

07/04/2013

Albuquerque, NM 87108

COMPLETED:

REQUIRED:

07/08/2013

#### **REQUEST:**

As discussed at the last construction meeting, the existing concrete slab appears to have issues with stability. We were able to lift a corner of the slab away from the sub base. We also noticed a vibration and hollow sound. The slab issue appears to affect the eastern half of the building.

As directed, we cut a 2' x 2' square hole to exposed the conditions below the existing slab.

The existing 4" slab is over a layer of 1/8" dirt. The 1/8" layer of dirt is over a 7" concrete slab. The existing 4" slab is "floating" over the existing 7" slab.

Please advise. See attached photos

#### ANSWER:

Contractor to install redhead anchors at 4'-0" O.C. along control joint; also provide two (2) #3 12" long dowels with 6" embedment in each side of the test cut -- 8 total. Replace concrete in test cut area with 3,000 PSI. This is as per our discussion at the construction progress meeting on 7/9/13.

Requested B	y: Anissa Hogeland	Date:
Olama da		
Signed: —		

### Change Order Request

Change Order Request #3
Contractor: Anissa Construction

Date:

July 15, 2013

Project: Project No: La Cienega Fire Station

Description of work: Per response to RFI #4 - repair existing double slab

- cut one 2'-0" x 2'-0" square in the existing slab to expose conditions under the slab
- install redhead anchor at 4'-0" along the edge of the existing control joint east to west. North to south control joint to remain as is.
- 3 two #3-12" long dowels with 6" embedment in each side of the the test cut. 8 total.
- 4 replace 2' x 2' concrete hole with 3000 psi sakcrete

A			
	Subcontractor's Labor Cost Labor burden @ 35%	\$0.00	
	Subcontractor's material	\$0.00	
	Subtotal:	\$0.00	
	0% Subcontractor's profit:	\$0.00	
	Subcontractor's total		\$0.00
В	General Contractor's Labor Cost and supervision	\$558.53	
	Material and delivery	\$109.39	
	Construction equipment, tools, and rented equipment	\$0.00	
	Construction equipment (rental)	\$0.00	
	Outside Professional Fees or difference in NMGRT:	\$0.00	
	Subtotal:	\$667.92	
	0% General Contractor's overhead and Profit on subcontract	\$0.00	
	12% General Contractor's Administration, Overhead and Profit	\$80.15	
	Subtotal		\$748.07
С	Total:	\$748.07	
	3.50% Bond, builders risk, and insurance	\$26.18	
	Subtotal:	\$774.25	
	0.00% Gross receipts tax	\$0.00	
	Total:	\$774.26	
	credit	\$0.00	
	TOTAL COSTS:	\$774.26	

Days 1		page t of 3	<u>}</u>
Owner's signature	*	date	
Print	<del></del> -	date	

# Change Order Request #3

Contractor: Anissa Construction Date: Project: La Cienega Fire Station Project: Project No: Description of work:

Per response to RFI # 4 - repair existing double slab

# Back-up information

		S0.00	\$0.00			9
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	Subcontractors					
	Su					eton
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	anxount	\$165.63	\$90,35	\$76.45	\$226.10				\$558.53
	hours	00'9	OUT	00.1	00'9				
	total	27.61	90.35	76.45	37.68	-	-		
labor	39% burden	7.75	25.35	21.45	10.57				
	rate	19.86	65	55	27.11				
	classification	labor	super/extended	порест пападег	carpenter				total

construction equip, Itols, and rented equip
description
concrete saw and fuel \$0.00
hammer drill \$u.100
rebar cutter

168al 562.75 58.48 55.30 \$15.90 \$16.96

 quantity
 unit price
 amount
 delivery %

 10
 \$5.92
 \$59.20
 \$3.55

 2
 \$4.00
 \$6.00
 \$0.48

 1
 \$5.00
 \$5.00
 \$0.20

 3
 \$5.00
 \$15.00
 \$0.90

 1
 \$16.00
 \$0.96

description anchur bolts sakerete rebar epoxy drilf bit

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letet

\$109.39

total

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#### Anissa Construction, inc REQUEST FOR INFORMATION No. 1232 Western Meadows Rd NW Phone: (505) 898-1944 Albuquerque, NM 87114 Fax: (505) 898-5811 TITLE: RFI - existing concrete slab DATE: 07/04/2013 PROJECT: La Cienega Fire Station JOB: 29 CONTRACT/PO: SF-13-0169 B TO: Attn: 730 San Mateo Blvd. SE suite 1 STARTED: 07/04/2013 Albuquerque, NM 87108 COMPLETED: REQUIRED: 07/08/2013

#### REQUEST:

As discussed at the last construction meeting, the existing concrete slab appears to have issues with stability. We were able to lift a corner of the slab away from the sub base. We also noticed a vibration and hollow sound. The slab issue appears to affect the eastern half of the building.

As directed, we cut a 2' x 2' square hole to exposed the conditions below the existing slab.

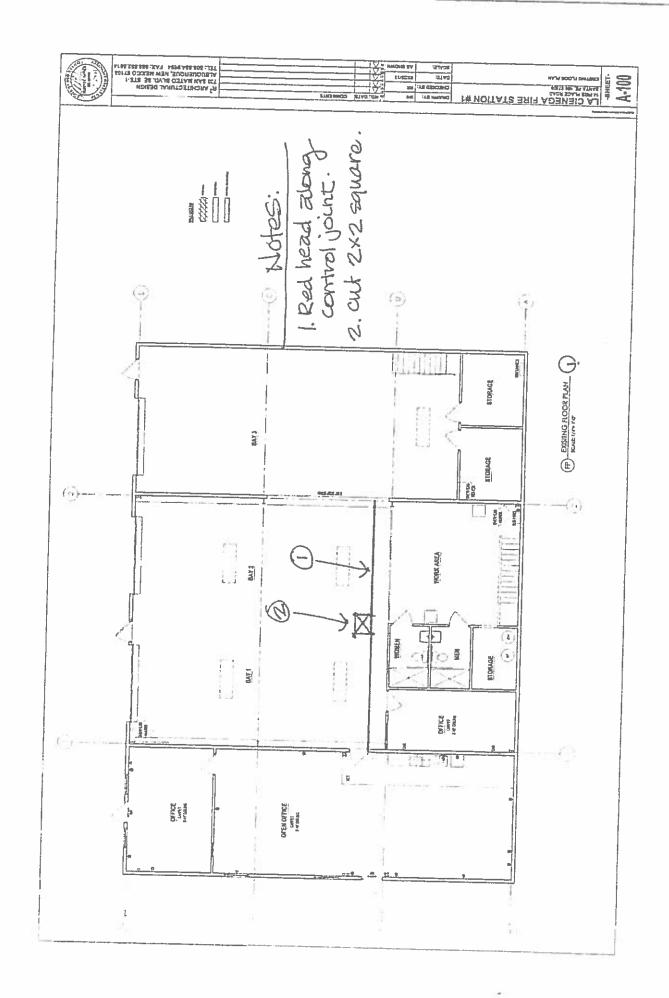
The existing 4" slab is over a layer of 1/8" dirt. The 1/8" layer of dirt is over a 7" concrete slab. The existing 4" slab is "floating" over the existing 7" slab.

Please advise. See attached photos

#### ANSWER:

Contractor to install redhead anchors at 4'-0" O.C. along control joint; also provide two (2) #3 12" long dowels with 6" embedment in each side of the test cut -- 8 total. Replace concrete in test cut area with 3,000 PSI. This is as per our discussion at the construction progress meeting on 7/9/13.

Requested By:	Anissa Hogeland	Date:	
			Page 1 of 1



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	83		
1g			



# PROPOSAL REQUEST RESPONSE

CCP#	FROM	DATE	PROJECT	DESCRIPTION
4	Joshua Arnold	7/15/13	LA CIENEGA FIRE STATION #1 REMODEL	INSTALL MISSING SHEAR CABLE BRACES

#### RESPONSE:

This proposal request for a change in contract time (1 day) and price for additional scope as required to stabilize the existing metal structure through the installation of missing shear / sway cable bracing has been reviewed by the Architect and our Structural Engineer, and is fair and reasonable.

#### **ARCHITECT**

R<sup>2</sup> ARCHITECTURAL, INC. 730 SAN MATEO BLVD SE, STE-1 ALBUQUERQUE, NM 87108 PHONE: (505) 884-9694

Josla Wolk

BY (Signature) Joshua Arnold

Date: 7/15/13



# PROPOSAL REQUEST

PROPOSAL REQUEST	FROM	DATE	PROJECT	To Contractor
4	ROBERT RAYNER	7/15/13	LA CIENEGA FIRE STATION #1 REMODEL	Anissa Construction, Inc.

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within 10 days, or notify Architect in writing of the date on which you anticipate submitting your proposal. Proposals will not be considered unless they include a full breakdown of pricing with backup invoices from suppliers and subcontractors.

**NOTE:** This is not a change order, construction change directive, or a direction to proceed with the work described in the proposed modifications.

#### REQUEST:

Install 3/8" sway / shear cables where found to be missing in the existing metal structure – these cables have been reviewed by our Structural Engineer and are required for stability.

#### **ATTACHMENTS:**

None.

ARCHITECT R<sup>2</sup> ARCHITECTURAL, INC. 730 SAN MATEO BLVD SE, STE-1 ALBUQUERQUE, NM 87108 PHONE: (505) 884-9694

Josla Wold

BY (Signature) Joshua Amold

Date: 7/15/13

### Change Order Request

Change Order Request #4
Contractor: Anissa Construction
Date: July 15, 2013

Date: July Project: La C

ı

Project No:

La Cienega Fire Station

Description of work: per response to RFI # sway cable

install missing 3/8" sway cable in the metal building

A			
	Subcontractor's Labor Cost Labor burden @ 35%	\$0.00	4
	Subcontractor's material	\$0.00	
	Subtotal:	\$0.00	
	0% Subcontractor's profit:	\$0.00	
	Subcontractor's total		\$0.00
В	General Contractor's Labor Cost and supervision	\$279.26	
	Material and delivery	\$317.92	
	Construction equipment, tools, and rented equipment	\$0.00	
	Construction equipment (rental)	\$0.00	
	Outside Professional Fees or difference in NMGRT:	\$0.00	
	Subtotal:	\$597.18	
	0% General Contractor's overhead and Profit on subcontract	\$0.00	
	15% General Contractor's Administration, Overhead and Profit	\$89.58	
	Subtotal		\$686.76
С	Total:	\$686.76	
	3.50% Bond, builders risk, and insurance	\$24.04	
	Subtotal:	\$710.79	
	0.00% Gross receipts tax	\$0.00	
	Total:	\$710.80	
	credit	\$0.00	
	TOTAL COSTS:	\$710.80	

Days I	page 1 of 2
Owner's signature	date
Print	date

PROPOSAL GOOD FOR 10 DAYS

Change Order Request #4

Contractor: Aulssa Construction
Date:
July 15, 2013
Project:
La Cienega Fire Station
Project No:
Project No:
Prosectiption of work:
Per response to RFI 8 sway cable

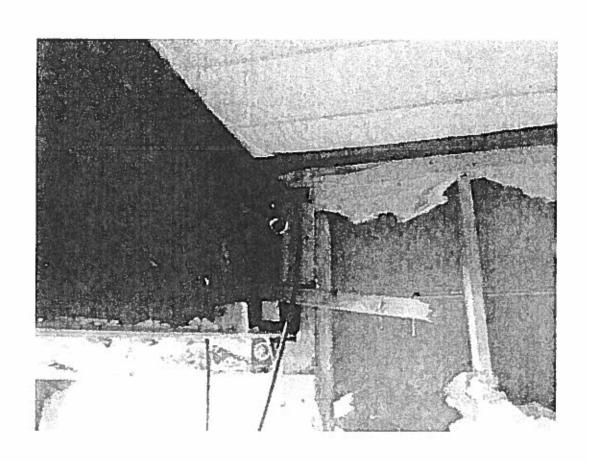
# Back-up information

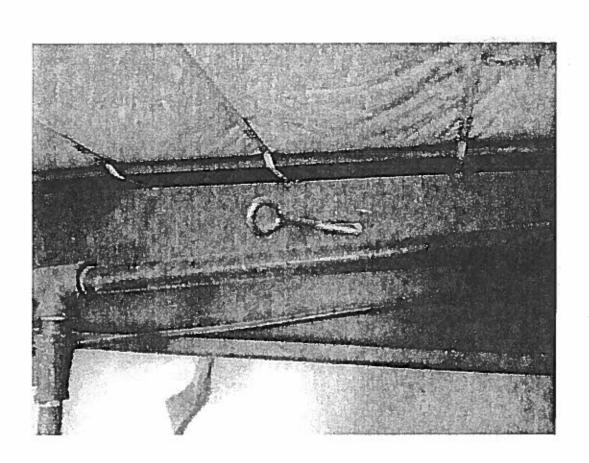
	0005	\$0,00		50.02
Subcontractors				total

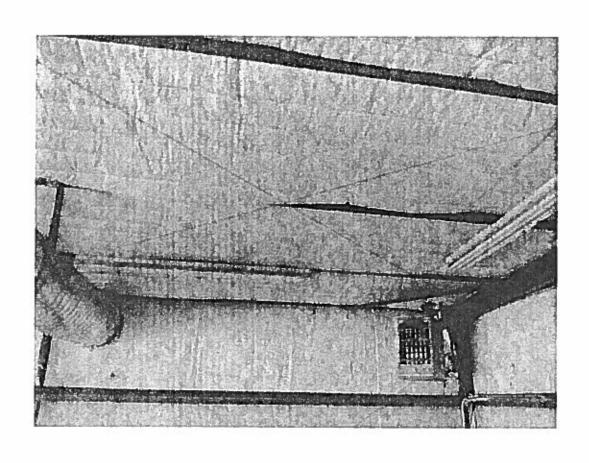
_	_	_					_	_	_	_	_
	MIKNIN	\$82.82	\$45.18	\$38.23	\$113.05						\$279.26
	hours	3.00	0.50	0.50	3.00						
	lotal	27.61	90,35	76.45	37.68						
labor	39% bunden	7.75	25.35	21.45	10.57						
	Tute	19.86	65	55	11.72	:					
	classification	labor	super/extended	project manager	carpenter						lotal

page 2 of 2

				_			_	_	_	_
nd rented equip	nstrount	00'05	\$0.00							\$0.00
construction equip, tools, and rented equip	description	scissor lift	hand ruchet							total
_	_	_			_	_	_	_		_
	tonal	\$294.68	\$23.24							\$317.92
-	amount   delivery %	89'918	\$1.32		20			111		
	amount	\$278.00	\$21.92							
materials	unit price	\$278.00	\$5,48							
mate	quantity	_	4							
	description	cable 3/8", 3000 psi	brackets				55			total









# PROPOSAL REQUEST RESPONSE

CCP#	FROM	DATE	PROJECT	DESCRIPTION
5	Joshua Arnold	8/12/13	LA CIENEGA FIRE STATION #1 REMODEL	PROVIDE STUCCO BELOW SPECIFIED WEEP SCREED

#### RESPONSE:

This proposal request for a change in contract time (1 day) and price for additional scope as requested by the Owner and Architect to provide stucco below the specified weep screed at this existing metal structure has been reviewed by the Architect, and is fair and reasonable. All work shall comply with the requirements of section 09 22 23 of the Contract Documents.

#### ARCHITECT

R<sup>2</sup> ARCHITECTURAL, INC. 730 SAN MATEO BLVD SE, STE-1 ALBUQUERQUE, NM 87108 PHONE: (505) 884-9694

Josla deals

BY (Signature) Joshua Arnold

Date: 8/12/13



### PROPOSAL REQUEST

PROPOSAL REQUEST #	FROM	DATE	PROJECT	To CONTRACTOR
5	ROBERT RAYNER	8/12/13	LA CIENEGA FIRE STATION #1 REMODEL	Anissa Construction, Inc.

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within 10 days, or notify Architect in writing of the date on which you anticipate submitting your proposal. Proposals will not be considered unless they include a full breakdown of pricing with backup invoices from suppliers and subcontractors.

**NOTE:** This is not a change order, construction change directive, or a direction to proceed with the work described in the proposed modifications.

#### REQUEST:

Install stucco below specified weep screed at existing metal structure / concrete slab and stem walls, complete. Follow guidelines outlined in section 09 22 23 of the Contract Documents.

#### **ATTACHMENTS:**

None.

**ARCHITECT** 

R<sup>2</sup> ARCHITECTURAL, INC. 730 SAN MATEO BLVD SE, STE-1 ALBUQUERQUE, NM 87108

PHONE: (505) 884-9694

godin deals

BY (Signature) Joshua Amold

Date: 8/12/13

# Change Order Request

Change Order Request #5
Contractor: Anissa Construction

Date:

August 12, 2013

Project:

La Cienega Fire Station

Project No:

Days

Description of work: add additional stucco below weep screed

- l add metal lath
- 2 add stucco below weep screed
- 3 additional foundation insulation will not be added

Α			
	Subcontractor's Labor Cost Labor burden @ 35%	\$0.00	
	Subcontractor's material	\$0.00	
	Subtotal:	\$0.00	
	0% Subcontractor's profit:	\$0.00	
	Subcontractor's total		\$0.00
В	General Contractor's Labor Cost and supervision	\$677.60	
	Material and delivery	\$298.93	
	Construction equipment, tools, and rented equipment	\$0.00	
	Construction equipment (rental)	\$0.00	
	Outside Professional Fees or difference in NMGRT:	\$0.00	
	Subtotal:	\$976.53	
	5% General Contractor's overhead and Profit on subcontract	\$0.00	
	15% General Contractor's Administration, Overhead and Profit	\$146.48	
	Subtotal		\$1,123.01
С	Total:	\$1,123.01	
i	3.50% Bond, builders risk, and insurance	\$39.31	
	Subtotal:	\$1,162.31	
	0.00% Gross receipts tax	\$0.00	
	Total:	\$1,162.32	İ
	credit	\$0.00	
	TOTAL COSTS:	\$1,162.32	*

Owner's signature	date

page 1 of 2

Change Order Request #5

Contractor: Anissa Construction
Date:
August 12, 2013
Project:
La Gienega Fire Station
Project No:
Description of work:
add additional staceo below weep screed

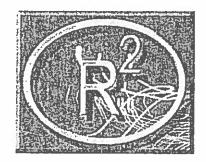
# Back-up information

SO.DU	50.100				\$10,00
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	arreaml	SH2.B2	\$40.35	\$38.23	DOYOS	\$466.21			\$677.00
	hours	3.00	001	050	00'0	13,00			
	hatal	19.72	90.35	26.45	37.68	35.86			
labor	39% burden	7.75	25.35	21.45	10.57	10.06			
	rate	98.61	63	55	27.11	25.8			
	classification	labor	super/extended	project manager	carpeater	sheco			total

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construction equip, tools, and rented equip	description	pone		)					uxal
	Intal	\$-48.82	5205.59	\$23.32	00'09	512.72	\$8.48		\$298.93
	М	S-1H	\$20:	\$23	3	Z1\$	\$8		<b>6.5</b>
	delivery %	\$2.76	\$11.64	\$1,32	\$0.00	\$0,72	\$0.48		
	ammunt	\$16.1%	\$193,95	\$22.00	\$0,00	\$12.00	\$8,00		
materials	unit price	85.02	85.778	\$22.00	00:05	\$12.00	24.00		
nalo	quantity	7	2.5	_	0	_	۲,		
	description	metal lath	plaster	icrete nails, misc.	sand	prinser	fleats		trial



# PROPOSAL REQUEST RESPONSE

CCP#	FROM	DATE	PROJECT	DESCRIPTION
7	JOSHUA ARNOLD	8/12/13	LA CIENEGA FIRE STATION #1 REMODEL	REMOVE EXISTING INTERIOR WINDOW, SMOOTH EXISTING GYPSUM BOARD WALLS (CONFERENCE ROOM AREA).
				WALLS (CONFERENCE ROOM AREA).

#### RESPONSE:

This proposal request for a change in contract time (1 day) for additional scope as requested by the Owner and Architect to remove an existing interior window and frame, and to smooth, texture, and paint an existing wall in the new Conference Room area has been reviewed by the Architect and is fair and reasonable. Comply with requirements of Contract Documents for demolition and finish work.

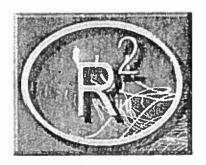
#### **ARCHITECT**

R<sup>2</sup> ARCHITECTURAL, INC. 730 SAN MATEO BLVD SE, STE-1 ALBUQUERQUE, NM 87108 PHONE: (505) 884-9694

Josha deals

BY (Signature) Joshua Arnold

Date: 8/12/13



# PROPOSAL REQUEST

PROPOSAL REQUEST #	FROM	DATE	PROJECT	To Contractor
7	ROBERT RAYNER	8/12/13	LA CIENEGA FIRE STATION #1 REMODEL	ANISSA CONSTRUCTION, INC.

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within 10 days, or notify Architect in writing of the date on which you anticipate submitting your proposal. Proposals will not be considered unless they include a full breakdown of pricing with backup invoices from suppliers and subcontractors.

NOTE: This is not a change order, construction change directive, or a direction to proceed with the work described in the proposed modifications.

#### REQUEST:

Remove existing interior window and frame at new conference room area. Smooth both sides of existing gypsum board / frame wall; texture and paint per Contract Documents.

#### **ATTACHMENTS:**

None.

ARCHITECT

R<sup>2</sup> ARCHITECTURAL, INC. 730 SAN MATEO BLVD SE, STE-1 ALBUQUERQUE, NM 87108

PHONE: (505) 884-9694

godin deals

BY (Signature) Joshua Arnold

Date: 8/12/13

# Change Order Request

Change Order Request #7 Contractor: Anissa Construction

Date:

August 12, 2013

Project:

La Cienega Fire Station

Project No:

Days

Description of work: Remove existing interior window at conference room

- 1 remove interior window in wall between conference room and office 6
- 2 smooth both sides of wall, texture, and paint

A			
	Subcontractor's Labor Cost Labor burden @ 35%	\$0.00	
	Subcontractor's material	\$0.00	
	Subtotal:	\$0.00	
	0% Subcontractor's profit:	\$0.00	
	Subcontractor's total		\$0.00
В	General Contractor's Labor Cost and supervision	\$0.00	
	Material and delivery	\$0.00	
	Construction equipment, tools, and rented equipment	\$0.00	
	Construction equipment (rental)	\$0.00	
	Outside Professional Fees or difference in NMGRT:	\$0.00	
	Subtotal:	\$0.00	
	0% General Contractor's overhead and Profit on subcontract	\$0.00	
	12% General Contractor's Administration, Overhead and Profit	\$0.00	
	Subtotal		\$0.00
С	Total:	\$0.00	
	3.50% Bond, builders risk, and insurance	\$0.00	
	Subtotal;	\$0.00	
	0.00% Gross receipts tax	\$0.00	
	Total:	\$0.00	
	credit	\$0.00	
	TOTAL COSTS:	\$0.00	

Days	I		page 1 of 2
Owner's signatu	re	 	date

# Change Order Request #7

Contractor: Anissa Construction
Date: August 12, 2013
Project: La Clenega Fire Station
Project No: Remove existing interiory

Remove existing interior window at conference room

# Back-up information

	orns	\$0.00		50.00	
Subcontractors				_	
				total	

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	total	27.61	90.35	76.45	37.68				-		
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juge 2 of 2

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	materials	quantity	9	=	=	0	=					
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# PROPOSAL REQUEST RESPONSE

CCP	# F	FROM	DATE	PROJECT	DESCRIPTION
8	1 1	Joshua Arnold	9/30/13	LA CIENEGA FIRE STATION #1 REMODEL	PROVIDE A 4-PLEX OUTLET ON EACH WALL OF NEW COPY ROOM IN LIEU OF A DUPLEX OUTLET

#### RESPONSE:

This proposal request for a change in contract price for additional scope as requested by the Owner to provide a 4-plex outlet on each wall of the new Copy Room (in lieu of a duplex – refer to RFI #9) has been reviewed by the Architect and our Electrical Engineer and is fair and reasonable. Comply with requirements of Contract Documents for electrical scope.

ARCHITECT

R<sup>2</sup> ARCHITECTURAL, INC. 730 SAN MATEO BLVD SE, STE-1 ALBUQUERQUE, NM 87108 PHONE: (505) 884-9694

Josla deals

BY (Signature) Joshua Arnold

Date: 9/30/13



# PROPOSAL REQUEST

PROPOSAL REQUEST #	FROM	DATE	PROJECT	To Contractor
8	ROBERT RAYNER	9/30/13	LA CIENEGA FIRE STATION #1 REMODEL	Anissa Construction, Inc.

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within 10 days, or notify Architect in writing of the date on which you anticipate submitting your proposal. Proposals will not be considered unless they include a full breakdown of pricing with backup invoices from suppliers and subcontractors.

NOTE: This is not a change order, construction change directive, or a direction to proceed with the work described in the proposed modifications.

#### REQUEST:

Provide a 4-plex outlet on each wall of the new Copy Room in lieu of a duplex outlet per response to RFI#9 (attached).

#### **ATTACHMENTS:**

RFI #9 - 1 page - 8.5" x 11".

**ARCHITECT** 

R<sup>2</sup> ARCHITECTURAL, INC. 730 SAN MATEO BLVD SE, STE-1 ALBUQUERQUE, NM 87108

PHONE: (505) 884-9694

godin deals

BY (Signature) Joshua Amold

Date: 9/30/13

# Anissa Construction, inc REQUEST FOR **INFORMATION** No. 9 1232 Western Meadows Rd NW Phone: (505) 898-1944 Albuquerque, NM 87114 Fax: (505) 898-5811 TITLE: RFI - additional 4-plex DATE: 07/18/2013 PROJECT: La Cienega Flre Station 29 JOB: CONTRACT/PO: SF-13-0169 B TO: Attn: R2 Architectural Design STARTED: 07/18/2013 730 San Maleo Blvd. SE suite 1 Albuquerque, NM 87108 COMPLETED: REQUIRED: 07/23/2013 **REQUEST:** During our construction walk-thru, the user asked about a 4-plex convenience outlet in the copy/office room 104. The 4-plex would be located on the west wall and wired to a dedicated circuit. 1. Please confirm that the outlet on the west wall of the copy/office 104 room should be a 4-plex. 2. Please confirm that additional 4-plex outlets are not required. ANSWER: Contractor shall provide a 4-plex outlet on each wall of the copy room in lieu of duplex as discussed during progress meeting on 7/23. No other revisions are required (per SFC). Requested By: Anissa Date: Signed:

Page 1 of 1

### Change Order Request

Change Order Request #8 Contractor: Anissa Construction

Date:

September 30, 2013

Project:

La Cienega Fire Station

Project No:

Description of work: provide a 4-plex outlet on each wall of the copy room in lieu of a duplex outlet

refer to RFI #9

A	* XI= 8 X	(4)	8 6
	Subcontractor's Labor Cost Labor burden @ 35%	\$352.00	
	Subcontractor's material	\$0.00	
	Subtotal:	\$352.00	
	0% Subcontractor's profit:	\$0.00	
	Subcontractor's total		\$352.00
В	General Contractor's Labor Cost and supervision	\$38.23	
	Material and delivery	\$0.00	
	Construction equipment, tools, and rented equipment	\$0.00	
	Construction equipment (rental)	\$0.00	
	Outside Professional Fees or difference in NMGRT:	\$0.00	
	Subtotal:	\$38.23	
	0% General Contractor's overhead and Profit on subcontract	\$0.00	25
	15% General Contractor's Administration, Overhead and Profit	\$5.73	
	Subtotal		\$43.96
С	Total:	\$395.96	
	3.50% Bond, builders risk, and insurance	\$13.86	
	Subtotal:	\$409.82	
	0.00% Gross receipts tax	\$0.00	
=	Total:	\$409.82	
	credit	\$0.00	
	TOTAL COSTS:	\$409.82	

Days I	page 1 of 2
Owner's signature	date
Print Print	date

PROPOSAL GOOD FOR 10 DAYS

Change Order Request #8

Contractor: Anissa Construction

Bate: September 30, 2013

Project: La Cienega Fire Station

Project No: Project No: provide a 4-plex outlet on each wall of the copy room in lieu of a duplex outlet

# Back-up information

Γ	\$352.00	\$0.08		S152.1K)
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Subcontractors				$\ $
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	rate	19.86	99	55	27.11				
	classification	labor	super/extended	project manager	carpenter				total

and rended coon								00.02
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# PROPOSAL REQUEST RESPONSE

CCP#	FROM	DATE	PROJECT	DESCRIPTION
9	Joshua Arnold	9/30/13	LA CIENEGA FIRE STATION #1 REMODEL	WATER HEATER MODIFICATIONS

#### RESPONSE:

This proposal request for a change in contract price for modified scope as requested by the Owner to provide an electric water heater as described in ASI #2 (and associated electrical modifications) has been reviewed by the Architect and our Electrical Engineer and is fair and reasonable. Comply with requirements of Contract Documents for electrical scope.

**ARCHITECT** 

R<sup>2</sup> ARCHITECTURAL, INC. 730 SAN MATEO BLVD SE, STE-1 ALBUQUERQUE, NM 87108

PHONE: (505) 884-9694

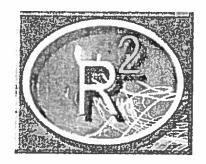
Josla Geolf

BY (Signature) Joshua Arnold

Date: 9/30/13

### **REQUEST FOR** Anissa Construction, inc **INFORMATION** No. Phone: (505) 898-1944 1232 Western Meadows Rd NW Fax: (505) 898-5811 Albuquerque, NM 87114 DATE: 07/18/2013 TITLE: RFI - additional 4-plex PROJECT: La Cienega Fire Station JOB: 29 CONTRACT/PO: SF-13-0169 B TO: Attn: R2 Architectural Design 07/18/2013 STARTED: 730 San Mateo Blvd. SE suile 1 Albuquerque, NM 87108 **COMPLETED:** 07/23/2013 REQUIRED: **REQUEST:** During our construction walk-thru, the user asked about a 4-plex convenience outlet In the copy/office room 104. The 4-plex would be located on the west wall and wired to a dedicated circuit. 1. Please confirm that the outlet on the west wall of the copy/office 104 room should be a 4-plex. 2. Please confirm that additional 4-plex outlets are not required. ANSWER: Contractor shall provide a 4-plex outlet on each wall of the copy room in lieu of duplex as discussed during progress meeting on 7/23. No other revisions are required (per SFC).

Requested	By: Anissa		Date:	 <u></u>
Signed:		 		Page t of



## PROPOSAL REQUEST

PROPOSAL REQUEST #	FROM	DATE	PROJECT	To Contractor
9	ROBERT RAYNER	9/30/13	LA CIENEGA FIRE STATION #1 REMODEL	ANISSA CONSTRUCTION, INC.

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within 10 days, or notify Architect in writing of the date on which you anticipate submitting your proposal. Proposals will not be considered unless they include a full breakdown of pricing with backup invoices from suppliers and subcontractors.

NOTE: This is not a change order, construction change directive, or a direction to proceed with the work described in the proposed modifications.

#### REQUEST:

- Plumbing Contractor shall install an A.O. Smith, model ECT-40, 40 gallon, 4.5KW, electric water heater instead of a tankless water heater (as specified in Contract Documents). See installation detail included with ASI #2 (attached).
- Electrical Contractor shall install a 30A, 2P, 240V breaker in Panel P1 and provide a j-box on wall. Wire complete.

#### **ATTACHMENTS:**

ASI #2 - 4 pages - 8.5" x 11".

#### **ARCHITECT**

R<sup>2</sup> ARCHITECTURAL, INC. 730 SAN MATEO BLVD SE, STE-1 ALBUQUERQUE, NM 87108 PHONE: (505) 884-9694

godin deals

BY (Signature) Joshua Arnold

Date: 9/30/13

# Architect's Supplemental Instructions

AIA Document G710

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AND ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

PROJECT:

La Cienega Fire Slation #1

Office Renovations
14 Fireplace Road

Santa Fe, New Mexico 87508

OWNER:

Santa Fe County 102 Grant Avenue

Santa Fe, New Mexico 87504

TO CONTRACTOR:

Anissa Construction, Inc.

1232 Western Meadows Road NW

Albuquerque, NM 87114

ARCHITECT'S SUPPLEMENTAL

INSTRUCTION No.:

ASI No. 2

DATE OF ISSUANCE:

July 31, 2013

ARCHITECT'S PROJECT NO:

None

CONTRACT FOR:

Renovation

CONTRACT DATED:

June 11, 2013

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.

#### **Facility Water Heater Modification:**

- Plumbing Contractor shall install an A.O. Smith, model ECT-40, 40 gallon, 4.5KW, electric water heater instead of a tankless water heater (as specified in Contract Documents). See installation detail sheet P103 (attached).
- 2. Electrical Contractor shall install a 30A, 2P, 240V breaker in Panel P1 and provide a j-box on wall. Wire complete.

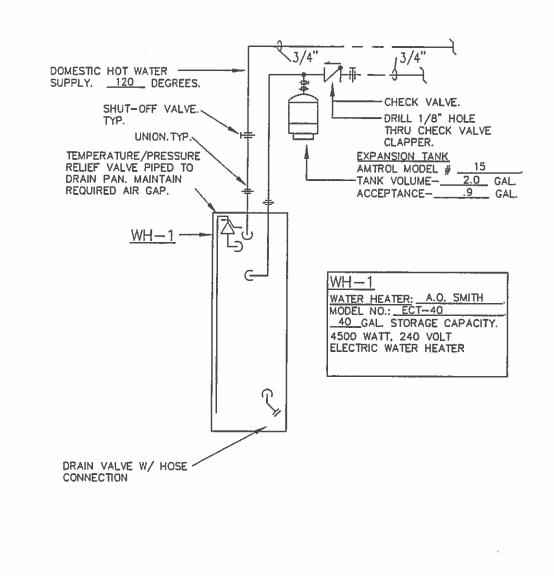
ATTACHMENTS:

P-103 - 8.5" x 11" Detail

Josla deals

A.O. Smith Cut Sheet - 8.5" x 11", 2 sheets

Joshua Arnold, Project Manager, R<sup>2</sup> Architectural, Inc.



1 ELECTRIC WATER HEATER INSTALLATION DETAIL P103 SCALE: NTS

ARCHITECTURAL DESIGN
730 SAN MATEO BLVD. SE
ALBUQUERQUE, NEW MEXICO 87108
TEL: 505.884.9694 FAX: 505.872.0437

SHEET NO.: P103	DRAWING TITLE: WATER	HEATER DETAIL
DESCRIPTION: WH-1 INSTALLAT	TION DETAIL	
REVISION: REV. 1	ADDENDUM NO.: 1	DATE: JULY 29, 2013
PROJECT: SANTA FE COUNTY	LA CIENEGA FIRE STATION	#1 REMODEL
SKETCH #: 53412P103		





#### TALL, SHORT AND LOWBOY (TOP CONNECT) MODELS AVAILABLE

#### DYNACLEANTM DIFFUSER DIP TUBE

Helps reduce time and sediment buildup while maximizing hot water output. Made from longlasting PEX cross-linked polymer.

#### COREGARD™ ANODE ROD

Aluminum anode with stainless steel core protects tank against corrosion longer than ordinary steel anodes.

#### **DURABLE, TAMPER-RESISTANT BRASS DRAIN VALVE**

#### PERMAGLAS® GLASS COATING

Protects steel tank from corrosion and maximizes tank life.

#### **CSA/ASME CERTIFIED T&P RELIEF VALVE**

Top-mounted T&P Relief Valve available as option on select models.

#### **CODE COMPLIANCE:**

Meets the Federal Energy Efficiency Standards according to the current edition of the National Appliance Energy Conservation Act (NAECA) of 1992. And also Meets the standby loss requirements of the U. S. Department of Energy and Current Edition of ASHRAE/IESNA 90.1 and ICC and HUD Standards.

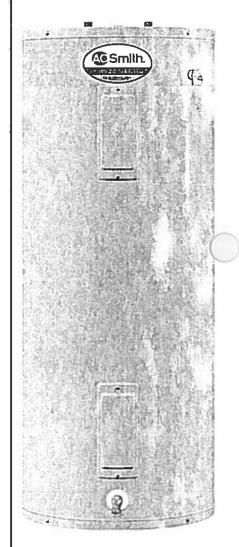
#### CERTIFIED TO UL 174 FOR HOUSEHOLD ELECTRIC WATER HEATERS

#### **6-YEAR LIMITED TANK AND PARTS WARRANTY**

For complete information consult written warranty or A. O. Smith

#### **UPGRADE TANK WARRANTY TO 10 YEARS**

See details on page 2.











MODEL	1 Fact Street 11 4 - 1 - 1	FIRST ENERGY	ENERGY		RECOVERY 90°F RISE R	R	- DIMENSIONS IN INCHES			APPROX.		
NUMBER	RATING GALLON		G FACTOR C		STANDARD		GALLON PER HOUR	VALUE	Α	В	c	SHIPPING WEIGHT (LBS)
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ECT-40	200	52	.92	40	4500	6000	21	16	59-1/2	18	53-1/2	106
ECT-52	210	60	.91	50	4500	6000	21	16	54	20	47-1/2	116
ECT-55	210	67	.90	55	4500	6000	21	16	60-1/4	20	52-3/4	134
ECT-66	210	72	.88	66	4500	6000	21	16	60-1/4	20-1/2	53	178
ECT-80	210	81	.86	80	4500	6000	21	16	60-1/2	22-1/2	52	208
ECT-120*	200	112	.81	119	4500 -	6000	21	16	64-1/4	28	54-1/4	336
SHORT M	ODELS							W 10			, ,	
ECS-30	200	43	.93	30	4500	6000	21	16	36-1/2	20-1/2	28	90
ECS-40	200	52	.92	40	4500	6000	21	16	44	20-1/2	37-3/4	103
ECS-50	210	60	.90	50	4500	6000	21	16	48	21-1/2	40-1/2	121
'OWBOY	MODE	LS			,		- '				' '	
.CL-30	200	40 1	.93	28	4500	6000	21	16 1	30	22	22-1/2	91
ECLB-30**	100	40	.93	28	4500	6000	21	12	30	20	22-1/2	90
ECLN-40	200	48	.92	38	4500	6000	21	12	31-1/4	23	24-5/8	113
ECLB-40°	200	48	.93	38	4500	6000	21	16	32-1/4	24	24-5/8	° 118
ECL-50	200	55	.91	50	4500	6000	21	16	34	26-1/2	25	164

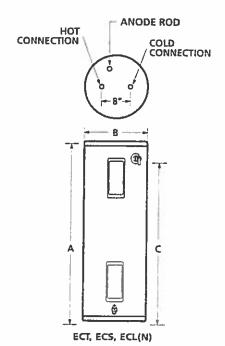
Recovery capacity is based on actual performance tests.

For 10-year tank warranty, change "E" to "P" in model number (PCT-40).

+ This model is not available with top T&P Valve.

10-year tank warranty and top T&P Valve option combo not available on ECLN-40 and ECL-50.

\*Heater ships with supplied insulation blanket



### Change Order Request

Change Order Request #9 Contractor: Anissa Construction

Date:

September 30, 2013

Project:

La Cienega Fire Station

Project No:

Description of work: water heater modification

install a 30 A, 2P, 240 V breaker in Panel P1 and provide disconnect on wall next to water heater

per ASI #2

A-		0.00	2000
	Subcontractor's Labor Cost Labor burden @ 35%	\$550.00	
	Subcontractor's material	\$0.00	
	Subtotal:	\$550.00	
	0% Subcontractor's profit:	\$0.00	
	Subcontractor's total		\$550.00
В	General Contractor's Labor Cost and supervision	\$83.40	
	Material and delivery	\$0.00	
	Construction equipment, tools, and rented equipment	\$0.00	
	Construction equipment (rental)	\$0.00	
	Outside Professional Fees or difference in NMGRT:	\$0.00	
	Subtotal:	\$83.40	
	0% General Contractor's overhead and Profit on subcontract	\$0.00	
	15% General Contractor's Administration, Overhead and Profit	\$12.51	
	Subtotal		\$95.91
С	Total:	\$645.91	
	3.50% Bond, builders risk, and insurance	\$22.61	
	Subtotal:	\$668.52	
	0.00% Gross receipts tax	\$0.00	
	Total:	\$668.52	
		0	
	credit	\$0.00	
	TOTAL COSTS:	\$668.52	

Days I	page I of 2
Owner's signature	date
Print	date

PROPOSAL GOOD FOR 10 DAYS

Change Order Request #9

Contractor: Anixa Construction
Date:
September 30, 2013
Project:
La Cienega Fire Station
Project No:
Description of work:
Nater heater modification

# Back-up information

		Section		\$550,00
Subcontractors	electrical			total

L	L		L	L	L	L			
	SHIMMING	00 05	\$45.18						CK 1.50
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labor	397 hinden	7.75	[[	21.45	10.57				
	rale	19.86	\$10	55	27.11				
	classification	lahur	superfeatended	project manager	carpenter				kwal

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	amount		\$0,08									
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	ими	\$0.00	\$45.18	\$38.23	50,00							\$83.40

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#### PROPOSAL REQUEST RESPONSE

CCP#	FROM	DATE	PROJECT	DESCRIPTION
11	Joshua Arnold	8/20/13	LA CIENEGA FIRE STATION #1 REMODEL	NEW SIDEWALK ON NORTHEAST SIDE OF BUILDING

#### RESPONSE:

This proposal request for a change in contract time (3 days) and price for modified scope as requested by the Owner to provide a new sidewalk on the northeast side of the building as described in ASI #3 has been reviewed by the Architect and is fair and reasonable. Comply with requirements of Contract Documents.

Note that the Contractor has mistakenly identified the sidewalk as on the "west" side of the building in their proposal, but all other quantities and scope are correct. Contractor shall be required to proceed as per the directives outlined in ASI #3. Revised proposal description not required.

ARCHITECT
R<sup>2</sup> ARCHITECTURAL, INC.
730 SAN MATEO BLVD SE, STE-1
ALBUQUERQUE, NM 87108

PHONE: (505) 884-9694

John deals

BY (Signature) Joshua Arnold

Date: 8/20/13



#### PROPOSAL REQUEST

PROPOSAL	FROM	DATE	PROJECT	To Contractor
REQUEST				
#	m	7/45/40	LA CIENEGA FIRE STATION #1 REMODEL	Anissa Construction, Inc.
11	ROBERT RAYNER	7/15/13	LA CIENEGA FIRE STATION #1 REMODEL	ANISSA CONSTRUCTION, NO.

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within 10 days, or notify Architect in writing of the date on which you anticipate submitting your proposal. Proposals will not be considered unless they include a full breakdown of pricing with backup invoices from suppliers and subcontractors.

**NOTE:** This is not a change order, construction change directive, or a direction to proceed with the work described in the proposed modifications.

#### REQUEST:

Install a new 4" (min.) concrete sidewalk with 1:12 maximum slope per ASI #3 (attached).

#### **ATTACHMENTS:**

ASI #3 - 2 pages - 8.5" x 11".

ARCHITECT

R<sup>2</sup> ARCHITECTURAL, INC. 730 SAN MATEO BLVD SE, STE-1 ALBUQUERQUE, NM 87108

PHONE: (505) 884-9694

Josla deals

BY (Signature) Joshua Amold

Date: 9/30/13

## Architect's Supplemental Instructions

#### AIA Document G710

OWNER ARCHITECT CONTRACTOR FIELD OTHER



THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AND ATTORNEY IS ENCOURAGED WITH RESPECT TO HS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

PROJECT:

La Cienega Fire Station #1

Office Renovations

14 Fireplace Road

Santa Fe, New Mexico 87508

OWNER:

Santa Fe County 102 Grant Avenue

Santa Fe, New Mexico 87504

TO CONTRACTOR:

Anissa Construction, Inc.

1232 Western Meadows Road NW

Albuquerque, NM 87114

ARCHITECT'S SUPPLEMENTAL

INSTRUCTION No.:

ASI No. 3

DATE OF ISSUANCE:

August 20, 2013

ARCHITECT'S PROJECT NO:

None

CONTRACT FOR:

Renovation

CONTRACT DATED:

June 11, 2013

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.

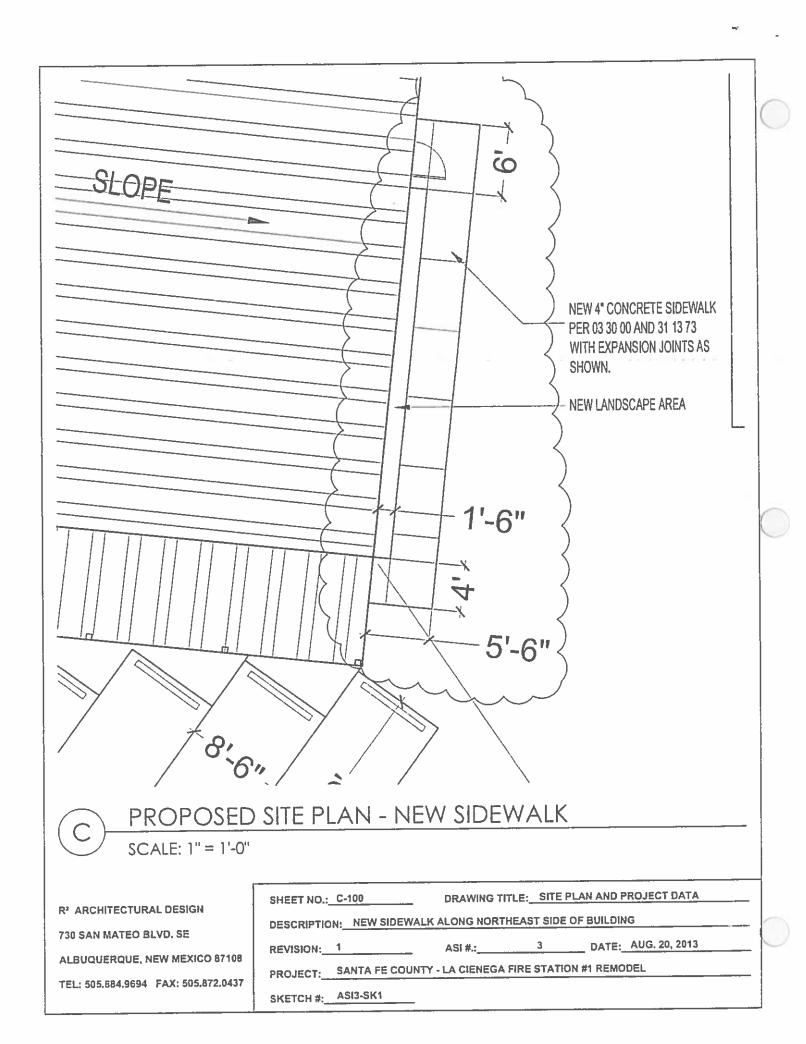
#### New Sidewalk Along Northeast Side of Building:

1. Contractor to install new 4" (min.) concrete sidewalk with 1:12 maximum slope per sketch ASI3-SK1.

ATTACHMENTS: ASI3-SK1 - 8.5" x 11" Detail

Josla deals

Joshua Arnold, Project Manager, R<sup>2</sup> Architectural, Inc.



#### Change Order Request

Change Order Request #11 Contractor: Anissa Construction

Date:

July 15, 2013

Project:

La Cienega Fire Station

Project No:

Description of work: Pour additional egress sidewalk on west side of building

i form, pour, and finish a 4' wide sidewalk, approx. 52' long

2 saw cut joints, expansion material, and thickened edge as necessary

A			
ĺ	Subcontractor's Labor Cost Labor burden @ 35%	\$0.00	
	Subcontractor's material	\$0.00	
	Subtotal:	\$0.00	
	0% Subcontractor's profit:	\$0.00	
	Subcontractor's total		\$0.00
В	General Contractor's Labor Cost and supervision	\$561.25	
	Material and delivery	\$474.88	
	Construction equipment, tools, and rented equipment	\$0.00	
	Construction equipment (rental)	\$0.00	
	Outside Professional Fees or difference in NMGRT:	\$0.00	
	Subtotal:	\$1,036.14	i
	5% General Contractor's overhead and Profit on subcontract	\$0.00	
	15% General Contractor's Administration, Overhead and Profit	\$155.42	
	Subtotal		\$1,191.56
C	Total:	\$1,191.56	
	3.50% Bond, builders risk, and insurance	\$41.70	
	Subtotal:	\$1,233.26	
	0.00% Gross receipts tax	\$0.00	
	Total:	\$1,233.27	
	credit	\$0.00	
	TOTAL COSTS:	\$1,233,27	

Days	3	page 1 of 1
Owner's si	gnature	date
Print		date

PROPOSAL GOOD FOR 10 DAYS

# Change Order Request #11

Contractor: Anissa Construction
Date:

Lady 15, 2013
Project:
La Cienega Fire Station
Project No:
Project No:
Description of work:
Pror additional egress sidewalk on west side of building

# Back-up information

					tahor
	\$0.00			(X) (X)	
Subcontractors		_		total	

	unt the	SR2.82 nir entr	70,35 for		\$349.86 expan	Ш			\$561.25
	SISHMID								\$5
	hours	3,00	00° l	0.50	oroi	10.00			
	total	27.61	90.35	76.45	34,99	37.68			
tabor	39% bunten	7.75	25.35	21.45	9.82	10.57			
	rate	19.86	50	55	25.17	11.72			
	classification	lation	superfeatended	project manager	cement mason	carpenter			letot

	_		_			 _		-	_
ind reinted equip	สเมอนท์เ	\$0.00							50.00
construction equip, tools, and rented equip	description	Concrete saw				50			farital.
_									_
	tegal	\$349.80	\$33.67	\$60,00	\$31.42				001213
_	delivery %	08'61\$	\$1.91	00'0\$	\$1.78				
	ווואסינווו	\$330,00	531.76	\$60,00	\$29.64				
materials	unit price	0070115	\$3.97	\$60,00	\$0.57				
nzu	quantity	3	æ	1 =	52				
	description	nir cutrained concrete	form material	short charge	expansion material				1-1-1-1



#### PROPOSAL REQUEST RESPONSE

CCP#	FROM	DATE	PROJECT	DESCRIPTION
12	Joshua Arnold	8/12/13	LA CIENEGA FIRE STATION #1 REMODEL	NON-VENTED HOOD AND UPPER CABINETS IN BREAK ROOM

#### RESPONSE:

This proposal request for a change in contract time (1 day) and price for modified scope as requested by the Architect and Owner to provide a non-vented under-cabinet hood and extended upper casework in the new break room per RFI #12 has been reviewed by the Architect and our Engineer and is fair and reasonable. Comply with requirements of Contract Documents.

**ARCHITECT** 

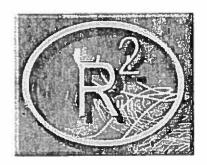
R<sup>2</sup> ARCHITECTURAL, INC. 730 SAN MATEO BLVD SE, STE-1 ALBUQUERQUE, NM 87108

PHONE: (505) 884-9694

John deals

BY (Signature) Joshua Amold

Date: 8/12/13



#### PROPOSAL REQUEST

PROPOSAL REQUEST	FROM	DATE	PROJECT	To Contractor
12	ROBERT RAYNER	8/12/13	LA CIENEGA FIRE STATION #1 REMODEL	Anissa Construction, Inc.

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within 10 days, or notify Architect in writing of the date on which you anticipate submitting your proposal. Proposals will not be considered unless they include a full breakdown of pricing with backup invoices from suppliers and subcontractors.

NOTE: THIS IS NOT A CHANGE ORDER, CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

#### REQUEST:

Contractor to provide non-vented under-cabinet hood above range, and extend upper casework to match width of range per response to RFI #12. Electrical Contractor to wire range hood to circuit P1-22 along with refrigerator.

#### **ATTACHMENTS:**

RFI #12 - 1 page - 8.5" x 11".

#### ARCHITECT

R<sup>2</sup> ARCHITECTURAL, INC. 730 SAN MATEO BLVD SE, STE-1 ALBUQUERQUE, NM 87108

PHONE: (505) 884-9694

goden deals

BY (Signature) Joshua Amold

Date: 8/12/13

#### Anissa Construction, inc

REQUEST FOR INFORMATION

1232 Western Meadows Rd NW Albuquerque, NM 87114 Phone: (505) 898-1944 Fax: (505) 898-5811 No. 12

TITLE:

RFI - vent at cooktop

DATE: 07/26/2013

PROJECT:

La Cienega Fire Station

JOB: 29

TO:

Attn:

CONTRACT/PO: SF-13-0169 B

R2 Architectural Design

730 San Mateo Blvd. SE suite 1

STARTED: 07

07/26/2013

Albuquerque, NM 87108

COMPLETED:

REQUIRED: 0

08/09/2013

#### REQUEST:

Please confirm that a hood or vent is not required or desired above the gas fired cooktop.

#### ANSWER:

Contractor to provide non-vented under-cabinet hood above range, and extend upper casework to match width of range (provide upper cabs to match current configuration). Match color and width of range; part by Whirlpool (UXT series). Electrical Contractor to wire range hood to circuit P1-22 along with refrigerator.

Requested By:	Anissa Hogeland	Date:	
Signed:			

#### Change Order Request

Change Order Request #12
Contractor: Anissa Construction
Date: August 12, 2013

Project:

La Cienega Fire Station

Project No:

Description of work: provide and install non-vented hood over cooktop and wall mounted cabinet

- non vented hood, similar to frigidaire #FHWC3025MW, and wall mounted cabinet, attached
- 2 power to hood

Ā			
	Subcontractor's Labor Cost Labor burden @ 35%	\$250.00	
	Subcontractor's material	\$0.00	
	Subtotal:	\$250.00	
	0% Subcontractor's profit:	\$0.00	
	Subcontractor's total		\$250,00
В	General Contractor's Labor Cost and supervision	\$241.58	
"	Material and delivery	\$258.64	
1	Construction equipment, tools, and rented equipment	\$0.00	
	Construction equipment (rental)	\$0.00	
	Outside Professional Fees or difference in NMGRT:	\$0.00	
	Subtotal:	\$500.22	
	0% General Contractor's overhead and Profit on subcontract	\$0.00	
	15% General Contractor's Administration, Overhead and Profit	\$75.03	
	Subtotal		\$575.26
С	Total:	\$825.26	
	3.50% Bond, builders risk, and insurance	\$28.88	
	Subtotal:	\$854.14	
	0.00% Gross receipts tax	\$0.00	
	Total:	\$854.14	
	credit	\$0.00	
	TOTAL COSTS:	\$854.14	

Days 1	page 1 of 2
Owner's signature	date
Print	date

Change Order Request #12

Contractor: Anissa Construction
Date:
August 12, 2013
Project:
I.a Cienega Fire Station
Project No:
Description of work: provide and install non-w

provide and install non-vented boad over exoktop and wall mounted caldnet

# Back-up information

		SOLIN		\$250,00
Subconfractors	electrical			total

	dnam	-			L			L	L	
	description	everhead range land	wall mounted cabinet	hanlware nusc						faital
	_				_	_	 	_	_	_
	amount	SR2.R2	\$45.18	\$38.23	\$75.37					X5 IFCS
	hours	3.00	050	05.0	2,000					
	total	197.61	90,35	76.45	37.68					
-fahor	39% burden	7.75	25.35	21.45	10.57					
	rate	19.86	6.5	55	27.11					
	classification	labor	super/extended	project manager	сифенет					total

and readed cumir	Mance	\$0.00									80.00
construction equip, tools, and realed capir	description	IMIDC									total
	_	_	_	_	_	_	_	1	T	_	_
	lotal	\$127.20	\$110.24	\$21.20							\$258.64
	delivery %	\$7.20	\$6.24	\$1.20							
	anemal	\$120.00	S10H,00	\$20,00							
rials	unit price	\$ 120.00	SIGHOO	\$20.00							
materials	quantity	-	_	-							
	description	everhead range land	wall mounted cabinet	hanlware nusc							total
_		Ċ		**					_	_	
	HEINE	582.82	FIS.18	538.23	75.3						1,58

page 2 of 2

#### You're shopping a store in:

We use your store location to provide current pricing and inventory. It'll also be the location for in-store pickups.

Santa Fe, NM 3458 Zafarano Road

Kitchen Ciassics 18-in H x 30-in W x 12-in D Portland Oak Double Door **Wall Cabinet** 

\$104.00





#### Store Pickup

Your order can be available for pickup in Lowe's Of Santa Fe, NM today

#### Lowe's Truck Delivery

Your order will be ready for delivery to you from your selected store.

> Parcel Shipping Unavailable for This Order Sent by carriers like UPS, FedEx, USPS, etc.

Kitchen Classics 18-5104.00 In H x 30-in W x 12-in D Portland Oak **Double Door Wall** Cabinet



Pintt





#### Description

18-in H x 30-in W x 12-in D Portland Oak Double Door Walt Cabinet

- Portland doors leatures solid oak frames and a raised panel, square-veneer center panel
- Cabinet features 1 adjustable shelf
- Cabinet Interiors feature a scratch-resistant, easy-to-clean finish
- · Fully concealed adjustable hinges
- 1/2" furniture board sides, tops and bottoms
- · Affordable and fashionable quality cabinet solutions for your home

#### Specifications

Color/Finish Family	Brown/Tan		
Manufacturer Color/Finish	Portland		
Finish Type	Oak		
Finished / Unlinished Exterior	Finished		
RTA/Fully Assembled	Assembled		
Door Style	Raised panel		
Width (Inches)	30.0		
Height (Inches)	18.0		
Depth (Inches)	12.0		

Species	Oak				
Wall Cabinet Type	Double door				
Box Construction	Particleboard				
Warrenty	Limked Lietime				
Number of Doors	2.0				
Number of Drawers	0.0				
Number of Shelves	1.0				
Full Overlay Construction	Na				
Door Overlay	Yes				
Collection Name	Portland				



#### Frigidaire 30" Overhead Range Hood

MODEL: FHWC3025MW 30" W X 18-5/8" D X 5" H

White

MSRP: \$119.00

#### Specifications

Specifications

General

Product Code: FHWC3025MW

Product Type: Ventilation

Power Type: Electric

Size: 30"

Installation Type: Under

Cabinet

UPC Code: 0-12505-56261-

7

Color: White

Certifications & Approvals

Agency Approval: UL/cUL

**Electrical Specifications** 

Voltage Rating: 110 / 120V /

60Hz

Controls

Controls: Rocker Switch

**General Specifications** 

Filter Type: Dishwasher-

Safe

Motor Type: C25

Product Weight (lbs): 11

#### Exterior Dimensions

Depth: 18-5/8\*

Height: 5"

Width: 30"

#### Vent & Light System

Air Discharge: Vertical or

Horizontal

Blower Type: Fan

Charcoal Filter: Yes

Exhaust Duct: Convertible

**Exhaust Fan Capacity** 

(CFM): 220

Exhaust Fan Speeds: 2

Filter Type: Dishwasher-

Safe

Filters: 2

Lights: 1

Sones Rating: 7.01 to 8.0

Sound Level (dBA): 49.4 to

67.9

Vent Style: Open

Work-Area Light:

ncandescent Lighting

#### Anissa Construction, inc

REQUEST FOR INFORMATION

No.

1232 Western Meadows Rd NW Albuquerque, NM 87114

Phone: (505) 898-1944 Fax: (505) 898-5811

12

TITLE:

RFI - vent at cooktop

DATE: 07/26/2013

PROJECT: La Cienega Fire Station

JOB: 29

TO:

Attn:

CONTRACT/PO: SF-13-0169 B

R2 Architectural Design

730 San Mateo Blvd. SE suite 1

STARTED:

07/26/2013

Albuquerque, NM 87108

COMPLETED: REQUIRED:

08/09/2013

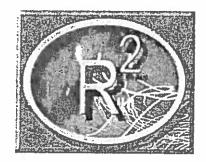
#### **REQUEST:**

Please confirm that a hood or vent is not required or desired above the gas fired cooktop.

#### **ANSWER:**

Contractor to provide non-vented under-cabinet hood	l above range, a	and extend upper	casework to match wi	dth of range (	provide
upper cabs to match current configuration). Match co	for and width of	range; part by Wi	niripool (UXT series).		
Electrical Contractor to wire range hood to circuit P1-	·22 along with re	efrigerator.			
_					

Requested By:	Anissa Hogeland	Date:	
Signed:			



#### PROPOSAL REQUEST RESPONSE

CCP#	FROM	DATE	PROJECT	DESCRIPTION
15	JOSHUA ARNOLD	9/13/13	LA CIENEGA FIRE STATION #1 REMODEL	4" Data and Communications Lines

#### RESPONSE:

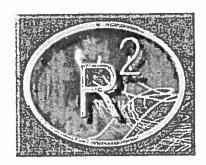
This proposal request for a change in contract time (5 days) and price for modified scope as requested by the Owner and Architect to provide 4", schedule 40 PVC lines for data and communications at this facility (in lieu of 3") in a shared trench with the new gas line per response to RFI #3 has been reviewed by the Architect and our Engineer and is fair and reasonable. Comply with requirements of Contract Documents for associated utility scope.

ARCHITECT R<sup>2</sup> ARCHITECTURAL, INC. 730 SAN MATEO BLVD SE, STE-1 ALBUQUERQUE, NM 87108 PHONE: (505) 884-9694

Josha Deals

BY (Signature) Joshua Arnold

Date: 9/13/13



#### PROPOSAL REQUEST

PROPOSAL REQUEST #	FROM	DATE	PROJECT	To Contractor
15	ROBERT RAYNER	9/13/13	LA CIENEGA FIRE STATION #1 REMODEL	Anissa Construction, Inc.

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within 10 days, or notify Architect in writing of the date on which you anticipate submitting your proposal. Proposals will not be considered unless they include a full breakdown of pricing with backup invoices from suppliers and subcontractors.

NOTE: THIS IS NOT A CHANGE ORDER, CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

#### REQUEST:

Install 4", schedule 40 PVC lines for data and communications at this facility (in lieu of 3") per response to RFI #3 (attached). Utilize shared trench with gas line and provide a credit as appropriate.

#### ATTACHMENTS:

RFI #3 - 4 pages - 8.5" x 11".

ARCHITECT

R<sup>2</sup> ARCHITECTURAL, INC.

730 SAN MATEO BLVD SE, STE-1 ALBUQUERQUE, NM 87108

goden dealk

PHONE: (505) 884-9694

BY (Signature) Joshua Arnold

Date: 9/13/13

#### Anissa Construction, inc

REQUEST FOR INFORMATION

1232 Western Meadows Rd NW Albuquerque, NM 87114 Phone: (505) 898-1944 Fax: (505) 898-5811 No. 3

TITLE:

RFI - misc electrical

DATE: 07/03/2013

PROJECT:

La Cienega Fire Station

JOB: 29

TO:

Attn:

CONTRACT/PO: SF-13-0169 B

730 San Mateo Blvd. SE suite 1

STARTED:

07/03/2013

Albuquerque, NM 87108

COMPLETED:

REQUIRED: 07/08/2013

#### **REQUEST:**

1. The electrician will need the Owner to submit a Electrical Service Application with PNM as soon as possible. Once the application is submitted, the electrician can begin coordination with PNM.

- 2. Regarding the existing Telecom Board/ Centruy links D-mark. The electrician would like the Owner to coordinate the new D-mark location and verify the demo of the existing service.
- 3. The electrician is requesting the use of MC Cable for power/lighting branch circuitry?

#### **ANSWER:**

- See attached for completed Electrical Service Application.
- 2. Telecom board / Century Links D-Mark shall be located in the IT Closet (per plans), and will require trenching around the building. Please provide a 4" entry conduit (in lieu of 3").
- The use of MC cable is acceptable as described.

Requested By: Anissa Hogeland

Date:

73

Signed:

Page 1 of 1

#### PNM Service Application for Commercial and Industrial Projects Please print or type. Today's Date: 7-3-13 Requested Permanent Service Date: 7-20-13 Do you have a building permit? ✓ Yea If yes, date issued: 6/24/2013 Permit Number: 20/30/4732 Project Information (check all that apply): New Construction Existing Facility Apt/Condo Electric le temporary service required? Yes ✓ No Date Required: \_ Is Electric Relocation/Removal Required: ✓ Yes No Date Required: 7-20-13 Project Name: La Cienega Fire Station #1 Project Address: 14 Fire Place Road State: N.M Zip: 87508 City: Santa Fe Temporary Service Address (if applicable): \_ State: \_\_\_\_\_ Contact person that PNM's representative will coordinate with, and set up a site meeting with, and send or receive communications and updates regarding changes affecting the job status: Cell Phone Number: 505-927-3150 Name: David Sanchez Name of Company: Sanbros Corporation Phone Number: \_\_ Mailing Address: P.O. BOX 1077 Alcelde N.M 87511 E-Mail Address: sanbroscorp@hotmail.com

Owner Information

505-99

Telephone Number: \_

#### Other Contacts

Architect/Engineer: R2 Architectu	al Design
Office Phone: 505-884-9694	Cell Phone:
Electrical Contractor: Sanbros C	orporation
Office Phone:	Cell Phone: 505-927-3150
Mechanical Contractor: CAC	(JERRY)
Office Phone:	Cell Phone: 505 - 343 - 7424
	Facility Information
Building type and type of business	s (office, manufacturing, warehouse, retail etc.)
Existing Fire Station Remodel	
Square Footage: 5100	
Hours of Operation: 24	24
(weekdo	ys) (weekends)
Load Requirements:	Electric
Size of Main Disconnect/Panel(s)	
<u>30</u>	
Multiple Meters: 🔲 Yes 😢 No	If yes, number of Electric Meters required:
Electric Services (check with	:lectrical contractor):
₹ 120/240V 1¢, 3 wire	480V Delta 3φ, 4 wire (limited availability)
🗍 120/208V Зф. 4 wire	240V Delta 3o, 4 wire (limited availability)
277/480V 3φ, 4 wire	
Primary Service (availability	pased on system configuration)

#### Flicker Considerations

	Largest Load	, AC UNIT	40 a	imps	
	222 5000 2000	Motor/Welder/X-ray	HP #	of units	Largest Single Locked Rotor Current
	How many ti	mes per hour/day will the	equipmen	t be star	ted? on and off
	During what	hours of operation will e	quipment b	e used? j	24
		Othe	r Consider	rations:	
	Will you be u	sing power factor correct	ion equipm	ent at yo	our facility: Yes No
3.	_				ice Billing (RCGA Contract):
	Name of Com	peny: Santa	F-2 (	Con	ity Fire Dept
	Address: _3	5 Camin	<u>ه کر</u>	<u>157</u>	1619
	City: Sa	wta Fe		B: WN	
	Phone: 50	5-992-3070	> Fed	eral Tax	ID# 85-6000073
		ensible for Payment:		. 4	Λ /
4.	Is there any note below.	other information the	at PNM ne	eds to k	now about your project? Please
To en foliov		of can quickly and easily	process you	ır servici	e application, please provide the
	√ Loa	d Information			
	0	water/well/sewer/septic	n, grading p condistorm	lan, roadrains),	licable), including: d, and utility site plans, (including a complete set of Electrical Plans ical Engineer licensed in the State of
Than	ık you.				

#### Change Order Request

Change Order Request #15 Contractor: Anissa Construction

Date:

September 13, 2013

Project:

La Cienega Fire Station

Project No:

Description of work: install 4", schedule 40, PVC for data and communication

includes credit for shared trench with gas line

Days	5	page 1 of 2	
	TOTAL COSTS:	\$6,721.80	
	credit	\$0.00	
	Total:	\$6,721.80	
	0.00% Gross receipts tax	\$0.00	
	Subtotal:	\$6,721.79	
	3.50% Bond, builders risk, and insurance	\$227.31	
С	Total:	\$6,494.48	
	Subtotal		\$6,194.
	15% General Contractor's Administration, Overhead and Profit	\$806.02	
	5% General Contractor's overhead and Profit on subcontract	\$15.00	
	Subtotal:	\$5,373,46	
	Outside Professional Fees or difference in NMGRT:	\$0.00	
	Construction equipment (rental)	\$0.00	
	Construction equipment, tools, and rented equipment	\$600,00	
	Material and delivery	\$3,464.64	
В	General Contractor's Labor Cost and supervision	\$1,308.82	
	Subcontractor's total		\$300.
	0% Subcontractor's profit:	\$0.00	
	Subtotal:	\$300.00	
	Subcontractor's material	\$0.00	
	Subcontractor's Labor Cost Labor burden @ 35%	\$300.00	

Days	5	page 1 of 2
Owner's sig	gnature	date
Print		date

PROPOSAL GOOD FOR 10 DAYS

# Change Order Request #15

Contractor: Anissa Construction
Date:
September 13, 2013
Project:
La Cienega Fire Station
Project No:
Description of work: install 4", schedule 40, PVC for data and communication

# Back-up information

					labur	
lues	\$300.00			\$ 300 000		
 Subconfractors	testing			total		

Ц						Ш			
	amount	\$414.08	\$361.40	\$76.45	\$75.37	\$381.53			\$1,308.82
	boors	15.00	1,00	1.00	2.00	8.00			
	total	27.61	90.35	26.45	37.68	47.69			
labor	39% burden	7.75	25.35	21.45	10.57	13.38			
-	Tale	19.86	65	55	27.11	34,31			
	classification	lather	superfeatended	project manager	carpenter	operator			- Paloi

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	3	
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	e	Ė

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id rended equity	สมพัพเท	\$300,00	\$500,00	\$200.00	-\$-100.00		T/	SC(0).00
construction equip, tools, and rented equip	description	backline mobilization	backhoc	compactor	shaned expense for trench			latal
1						_		_
	total	\$3,167,14	\$79.50	\$318,00				\$3,464.64
	delivery %	\$10.14	24.50	\$18,00			-	
	ווגואיאוום	13,507,001	017577	\$300,00				
inaterials	unin price	S-1.85	\$75.00	\$75.00				
inate	quantity	620	-	7				
	description	4* sch. 40 PVC	glue and mise	long sweeps				texal



#### Construction Change Directive

PROJECT: (Name and address)		DIRECTIVE NUMBER: 007	, = 7	OWNER	X
La Clenega Fire Station #1 14 Fire Place Road	נו	DATE: September 30, 201	3	ARCHITECT	$\boxtimes$
Santa Fe, New Mexico 87508		CONTRACT FOR: Renovation		CONSULTANT	
TO CONTRACTOR: (Name and address)	(	CONTRACT DATED: June	11, 2013	CONTRACTOR	$\nabla$
Anissa Construction, Inc.		Specialization and leaf t	UNIDED, solo or		
1232 Western Meadows Rd NW Albuquerque, NM 87114	<i>f</i>	ARCHITECT'S PROJECT N	IUMBER: 2013-01.	7617W FIELD	$\times$
Albuquerque, INIVI 07 114				OTHER	
You are hereby directed to make the follo					
(Describe briefly any proposed changes	or list any attache	ed information in the ulte	rnative.)		
Description of Change		Associated Cost	Associated Time		
CCP #13: Install New Metal Roof Panels Ov	ver Existing	\$17,509.22 + Tax	15 Days		
CCP #17: Weather Days Totals		\$ 0.00	2 Days		
10003		\$17,509.22 + Tax	17 Days		
1. The proposed basis of adjustment to  Lump Sum of \$ 17,  Unit Price of \$  As provided in Section 7.3.3 o  As follows.	509.22 + Tax per				
When signed by the Owner and Architect and becomes effective IMMEDIATELY as a Cor Contractor shall proceed with the change(s) of	d received by the Construction Change Didescribed above.	Directive (CCD), and the	is therefore Nover Contractor signature to the proposed adjustme and Contract Time so	nber 22, 2013. Indicates agreemer ents in Contract St t forth in this CCD	nt with
HON & R2 Architectural Design  ARCHITECT (Firm name)	Santa Fe County		Anissa Construct		
730 San Viateo Blyd. SE, 819-1	OWNER (Firm nam 102 Grant Ave.		CONTRACTOR (Firm 1232 Western Me	adows Rd NW	
Albuquofque, XVI 871/18 ADDRESS	Santa Fe, New 3	Jexico 87501	Albuquerque, Ne	w Mexico 8711	14
BY (Signature)	By (Signature)		BY (Signature)		
Robert Rayner	Mark Hogan		Anissa Hogeland		
(Typed name) 9/30/2013	(Typed name) 9/30/2013		(Typed name) 9/30/2013		
DATE	DATE		DATE		

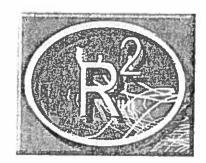
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#### Santa Fe County – La Cienega Fire Station #1 – Renovation

#### List of changes included with Construction Change Directive #2:

Description of Change	Associated Cost	Associated Time
CCP #13: Install New Metal Roof Panels Over Existing	\$17,5D9.22 + Tax	15 Days
CCP #17: Weather Days	\$ 0.00	2 Days
Totals		
	\$17,509.22 + Tax	17 Days



#### PROPOSAL REQUEST RESPONSE

CCP#	FROM	DATE	PROJECT	DESCRIPTION
13	Joshua Arnold	8/16/13	LA CIENEGA FIRE STATION #1 REMODEL	INSTALL NEW METAL ROOF PANELS OVER EXISTING ROOFING SYSTEM

#### RESPONSE:

This proposal request pricing is fair and reasonable for the change in scope requested by the County and Users for installation of new 26 GA metal roof panels over the existing roofing system, which is nearing the end of its life span and has experienced leaks.

ARCHITECT
R<sup>2</sup> ARCHITECTURAL, INC.
730 SAN MATEO BLVD SE, STE-1
ALBUQUERQUE, NM 87108

PHONE: (505) 884-9694

John deals

BY (Signature) Joshua Arnold

Date: 8/16/13



#### PROPOSAL REQUEST

PROPOSAL REQUEST	FROM	DATE	PROJECT	To Contractor
13	ROBERT RAYNER	8/16/13	LA CIENEGA FIRE STATION #1 REMODEL	Anissa Construction, Inc.

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within 10 days, or notify Architect in writing of the date on which you anticipate submitting your proposal. Proposals will not be considered unless they include a full breakdown of pricing with backup invoices from suppliers and subcontractors.

NOTE: This is not a change order, construction change directive, or a direction to proceed with the work described in the proposed modifications.

#### REQUEST:

Install new 26 GA metal roof panels over the existing roofing system (using roof huggers), complete. Provide all necessary flashing and accessories necessary for a finished, installed product.

#### **ATTACHMENTS:**

None.

ARCHITECT R<sup>2</sup> ARCHITECTURAL, INC. 730 SAN MATEO BLVD SE, STE-1 ALBUQUERQUE, NM 87108 PHONE: (505) 884-9694

goden deals

BY (Signature) Joshua Amold

Date: 8/16/13

#### Change Order Request

Change Order Request #13 Contractor: Anissa Construction

Date:

August 16, 2013

Project:

La Cienega Fire Station

Project No:

Description of work: Provide and install 26 ga. roof panels over existing using roof hugger

- 1 26 ga roof panel, on roof huggers, over existing metal panel roof
- 2 replace missing insulation on the interior side of the existing metal roof

A			
	Subcontractor's Labor Cost Labor burden @ 35%	\$0.00	
	Subcontractor's material	\$0.00	
	Subtotal:	\$0.00	
	0% Subcontractor's profit:	\$0.00	
	Subcontractor's total		\$0.00
В	General Contractor's Labor Cost and supervision	\$4,108.38	
	Material and delivery	\$11,133.27	
	Construction equipment, tools, and rented equipment	\$200.00	
•	Construction equipment (rental)	\$0.00	
	Outside Professional Fees or difference in NMGRT:	\$0.00	
	Subtotal:	\$15,441.65	
	3% General Contractor's overhead and Profit on subcontract	\$0.00	
	12% General Contractor's Administration, Overhead and Profit	\$1,853.00	!
1	Subtotal		\$17,294.65
С	Total:	\$17,294.65	
1	3.50% Bond, builders risk, and insurance	\$605.31	
	Subtotal:	\$17,899.96	
	0.00% Gross receipts tax	\$0.00	
	Total:	\$17,899.96	
	credit	\$0.00	
	TOTAL COSTS:	\$17,899.96	

Days	3	page 1 of 2
Owner's signat	ıre	date
Print		date

# Change Order Request #13

Contractor: Anksa Construction
Date:
August 16, 2013
Project:
La Cienega Fire Station
Project No:
Description of work: Provide and install 26 ga, roof panels over existing using roof hugger

# Back-up information

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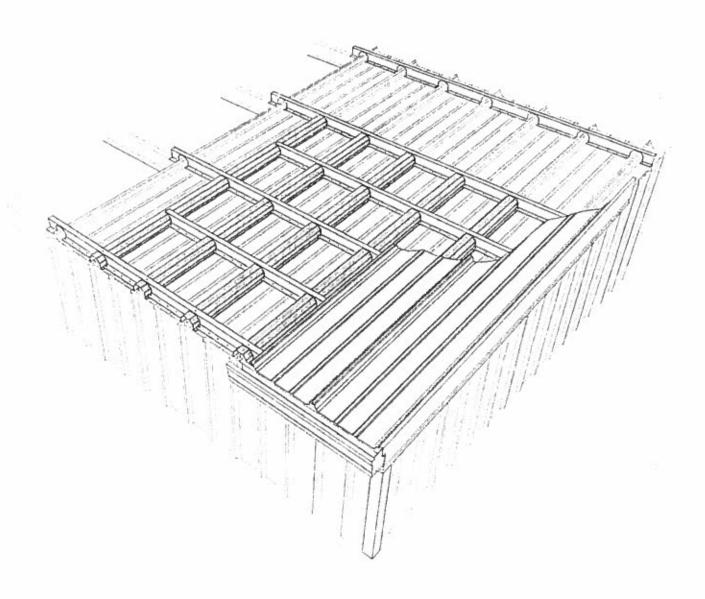
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page 2 of 2

## ROOF HUGGER

## Design & Installation Guide

Version 3.02 - October 2012





### Design and Installation Guide

To

#### Metal-over-Metal

### Retrofit Roof Systems

Version 3.02

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Corporate Office P.O. Box 1027 Odessa, FL 33556

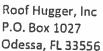
142 Whitaker Road – Ste B Lutz, FL 33549 (800) 771-1711 Fax: (877) 202-2254

Email: sales@roofhugger.com

#### www.roofhugger.com

Roof Hugger Products are Protected by U.S. Patent 5557903, 8024906 and others pending

The information contained within this manual is intended to serve as a guide to illustrate retrofit metal re-roofing methods as practiced by Roof Hugger, Inc. It is believed to be true and accurate at the time of printing. Certain specifications may be subject to change and some components may vary slightly in appearance from those pictured. Depending on specific project requirements, adaptation, modification or production of custom components may be necessary. All references to the new metal roof system, being installed over the Roof Hugger sub-framing, are not intended to replace those as recommended by any metal roof manufacturer. For specific metal roof system flashing, trim and fastening requirements, refer to your metal roof manufacturer's standard details, specifications and practices. If you have questions relative to a particular application or condition, please contact Roof Hugger, Inc. to ensure you have the most current information available on our sub-framing systems and components.



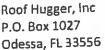
P: 1-800-771-1711 F: 1-877-202-2254 www.roofhugger.com

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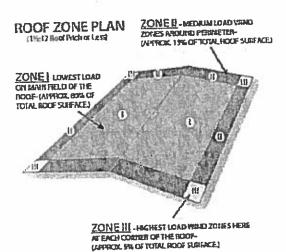
Note: Refer to Roof Hugger's website for the most current up-to-date information including our standard construction details. Visit us at: www.roofhugger.com



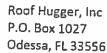
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In 2004 most states and municipalities adopted the new "International Building Code" (IBC). This code differs dramatically from the previous building codes in many ways. The most important to you and your project is how it looks at the design load for wind uplift pressures subjected to the roof. Different from years past, the roof is now divided into three zones: The "Field" or central areas of the roof, the "Edge or Perimeter" and the "Corner" zones of the roof. The loads for each "Zone" as shown in the below illustration must now be calculated separately to determine attachment points of the new roof panel system to the Roof Hugger framing system. Essentially, these locations are the same as "Panel Clip" spacing in the case of standing seam metal roofs or fastener placement for thru-fastened metal roofs. It is very important to understand that the required locations of new Roof Huggers on the existing roof will be governed by the new metal roof system's ASTM E-1592 tested values.

The new roof must withstand the full forces calculated for each of these "Zones" on a per project basis. It is important to understand as well, code based reductions allowed in the past are usually not permitted nowadays. Since no two buildings are exactly alike, the size and shape of these "Zones" vary from building to building and depends on numerous factors. Included in these factors are; height above ground, roof geometry, exposure of the roof to surrounding obstructions, distance from coastal areas, etc. Each building must be considered individually and engineered based on the existing conditions and proposed changes. The basic steps in the evaluation process are as follows:



- STEP 1: Collect the basic information needed as requested in our Project Questionnaire. This questionnaire can be emailed to you or you can download it from our website at www.roofhugger.com. Please note that if you are looking to obtain a quotation for Roof Huggers where you will determine the total lineal footage required, then the design of the overall system will fall upon your responsibility. However, Roof Hugger can provide this service where the project is engineered using your selected metal roof. This includes us determining the total lineal footage required plus us providing at your option, installation drawings and Engineer's design calculations with or without a "Seal" for your specific project.
- STEP 2: A professional engineer should calculate the design pressures for each zone of the roof. This can be completed by your roof panel manufacturer when you request them to provide a "Clip Analysis" if the new roof is a standing seam metal roof or fastener placement requirements if using a thru-fastened roof panel system. If necessary, you may ask us to run a preliminary design. However, this is based on our data base records of manufacturer panel systems. We do not have the pressures for all manufacturers, but do have for many of them. If we can provide you an analysis, please understand that this information is preliminary in nature and must be reviewed by an engineer before ordering any materials. It is only to be used to provide a preliminary design and Roof Hugger cannot be responsible for the results. The corner



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## The ABC's of Retrofit Roofing

zone/edge zone dimensions will be listed in our results as well as the intervals that the new roof panel must be attached to the Roof Huggers.

- STEP 3: Once the design analysis is completed, the next step is to determine what is required in the Roof Hugger sub-framing system. This is done by comparing the new roof panel maximum allowed pressures (uplift capacity) with the existing building's purlin spacing. If the existing purlin spacing is 5' (typical in older buildings) you would compare the capacity of the new panel on 5' purlin spacing. If the new panel cannot meet the require uplift pressures (PSF) for a 5' purlin spacing, then an additional Roof Hugger will be required between the existing building's purlins. This needed framing can be achieved by adding additional purlins from under the old roof (usually very difficult if not impossible) or by adding additional framing on top of the existing roof.
- STEP 4: If additional framing is needed to reduce the purlin spacing, it must be determined what
  that framing consists of. Roof Hugger, Inc. has designed a number of above roof options for
  reducing the purlin spacing in the corner and edge zones when needed. The specific design will
  depend on the existing panel type and rib spacing. If the existing roof is a 12" o.c., "PBR" type
  panel, Roof Hugger, Inc. has several <u>FLORIDA PRODUCT APPROVED</u> Systems that may work in
  this case. Other existing panels may require special grid designs consisting of Hats, Cee's or
  Zee's or a combination of all.
- STEP 5: Once the new roof's sub-framing has been determined and the overall height of the framing is established, the Roof Huggers can be estimated.

If you need assistance with the above process please feel free to call Roof Hugger, Inc. (800-771-1711) to discuss your specific project.



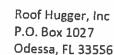
### Hugger Applications

Roof Hugger's products are protected under U.S. Patent S557903, 8024906 and many others pending. Initially developed for re-roofing existing metal buildings and metal roofing, some of the Roof Hugger products are also used very effectively in installations over conventional roofing materials in sloped applications. For new construction applications where an air-space cavity is necessary between a new metal roof and a sub-deck for energy efficient and solar thermal systems, Huggers can accommodate the needed airflow.

Below are the most common Hugger profiles for adaptation to an existing metal roof. If your project includes a profile not seen here, all is needed are the physical dimensions of the existing roof.

Existing R	oof Panel with Required Dimensions	Compatible Hugger
.2" O.C. Ribbed Panel Roll-Formed)	A E E	
5"-10" O.C Ribbed Panel	B A E D	
7.2" Industrial Rib	□ A A D D	
Trapezoidal SSR 12", 18" and 24" (Roll-Formed)	B D C	
Vertical Rib SSR 12", 16", 18" and 24"	A C	
Over Corrugated Roofs 2.5", 2.67", 2.75" and 4.2"	For Information, Refer to our Corru-Flt™ Design Guide	







Because of the manner Huggers are manufactured, they can match virtually any known metal roof profile. As you can see from the profiles on the preceding page, the most common are ribbed panels with varying rib spacing and standing seam systems (SSR) with varying seam spacing. Corrugated type panels are found primarily in industrial and agricultural applications are also very common.

Since 1991, we have maintained a library of published and hand drawn obsolete metal roof profiles that include their physical dimensions. Having this critical information allows us in many cases to verify the existing roof profile, ensuring the new Roof Huggers are manufactured to "Nest" over the existing roof and its major ribs. Some of the manufacturers included in our library of older metal roof profiles are shown below. Even nowadays we occasionally discover a roof profile that we did not know existed. With Roof Hugger's custom fabrication capability, it is typically not a problem to accommodate these as well.

A&S

AEP-Span
American Buildings

Behlen

Braden

Butler Manufacturing Chief Buildings

Cuckler Building Systems

Dean Steel Buildings

Delta Buildings

**Gulf States Manufacturing** 

Inland Buildings

Kirby Buildings Ludwig Buildings

MBCI

Mes-Tex Buildings

Metallic Metal Sales

Metro Buildings Mesco Buildings

Midwest

Mitchell Buildings (CECO)

**Nucor Building Systems** 

Pascoe

Ruffin Buildings

Soule'

Steelox-Armco Star Buildings Stran Buildings

Vic-West

United Structures of America Varco Pruden Buildings

Whirlwind Buildings

Today, Roof Hugger has become the re-roofing sub-purlin system of choice by Design Professionals, Contractors, Facility Managers and Roof Consultants throughout the Nation.

This Design and Installation Guide is intended to provide the User with an expanded view into the world of re-roofing over existing sloped roofs. If you should have any questions that this manual cannot answer please feel free to call us at 1-800-771-1711.



## Energy Efficient Re-roofing

It is important to understand that when retrofitting over existing sloped metal or solid deck roof systems, the Roof Hugger sub-purlin will create an air-space cavity between the old and new roofs. This air-space presents several options to the contractor and building owner. Simply stated, the space can be used to improve the building inhabitant's comfort and environment as well as provide significant energy benefits through alternative energy resources. Consider the following before finalizing your re-roofing plans.

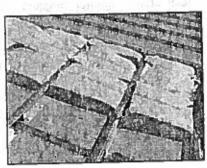
**Insulated Systems** 

Metal building construction over the years has historically used low R-value insulation between the existing purlins and metal roofing. Because

of this, these buildings may be ineffective in reducing heat through the gain assembly in the summer as well as heat loss during the winter months. Adding insulation between the old and new roofs is a costeffective measure to decrease building's energy the consumption while paving the way to pay for itself in a relative short time frame.

The thickness of the insulation may vary dependent on code requirements, such as the ASHRAE 90.1-Model Energy Code. If the code requires a R-Value then the depth of the air-space allows when using a standard sub-purlin, it is very easy to increase the depth of the Roof Hugger to permit

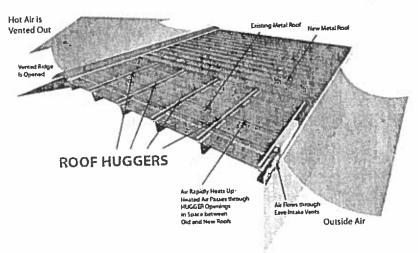
thicker
insulation
without
adding
major
cost to
the
project.



Actual project case studies have illustrated up to 25% reduction in energy fuel source consumption for heated and air-conditioned buildings.

#### **Ventilated Systems**

If the building that is being retrofitted is not thermally controlled, then adding insulation may not be of benefit. If this is the case, then



the air-space should be ventilated. This is easily accomplished using economical ventilation products at the low eave and high point (ridge, high eave, etc.) of the roof. When ventilated, the air in the cavity becomes a radiant barrier that reduces heat gain/loss. This roofing technology is known throughout the metal



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# Energy Efficient Re-roofing

roofing industry as Above Sheathing Ventilation or "ASV".

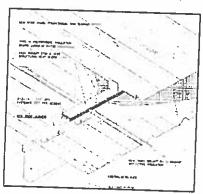
Please note that this assembly is very effective as well for buildings that are thermally controlled. Case studies for these systems have illustrated nearly 21% decrease in energy

consumption. In warmer climates, this system is very effective in improving the building's interior environment. This is especially true for buildings that have working occupants such as livestock confinement, manufacturing and warehousing.

## Ventilated and Insulated Systems

It is possible to incorporate both new insulation and ventilation in the cavity between the old and new roofs. In fact, building envelope industry experts claim this is the best of both worlds. To accomplish this, the

thickness of insulation is determined and the Roof Hugger sub-purlins are then manufactured

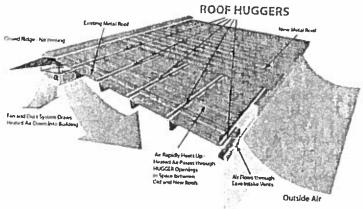


approximately two inches taller to permit airflow above the insulation. Another technique can be used by installing a Cor-A-Vent strip atop

the Huggers for systems using new standing seam metal roofs with tall clips.

## Solar Thermal Heat Recovery Systems

What makes better sense than using your roof as an alternative heating source? By using the sun's radiant heat reflected on the new metal



roof, Solar Heat Recovery "SHR" roof systems have the ability to provide an alternative heating source for the building.

How do these systems work? Fresh air is introduced to the cavity between the old and new roofs through ventilation at the low-eave of the building. When the sun heats the new metal roof, the cavity air is facilitated through solar-powered fans and re-distributed through new ductwork to the existing HVAC system. The system is specifically engineered to suit your building's requirements.

The system has the natural ability to dissipate any moisture caused by condensation as well as aiding in the elimination of mold growth.



# Energy Efficient Re-roofing

What's even more important is the "SHR" system qualifies for Federal Solar Energy Tax Credits and other benefits. Add the Savings from reduced energy consumption to the Tax Credits and reduced roof maintenance and you get a new roof that pays for itself going forward.

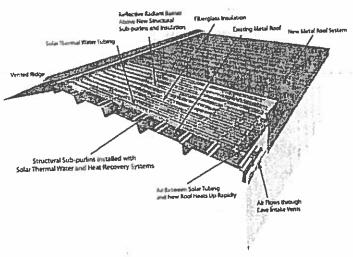
Under the conditions of various Acts passed by Congress (American Recovery and Reinvestment Act, etc), commercial building owners that improve their energy efficiency using solar systems may be eligible for tax credits as allowed by Section 179 of the U.S. Tax Code. These credits have been extended for projects completed prior to January 1, 2017. The tax credit amount is a dollar-for-dollar

credit that equates to 30% of the total in-place cost of the system (roof panels, sub-purlins and mechanical/electrical equipment including labor). In addition, the installation is eligible for IRS Bonus Depreciation (thru 2011), which allows 50% the first year and the balance over the following five years. Depending on the State your project is located, a multitude of Loan Guarantees/Funding, Grants, Renewable Energy Bonds and Tax programs are available. Consult your Tax Professional for specific investment tax credit details.

## Solar Thermal Water Heating Systems

Based on similar technology as the "SHR" system, it is possible to use the air-space cavity to heat water that is used for the building's space heat, hot water and/or pre-heated water processes. This system known as "SWH" uses

the radiant heat from the sun reflected on the new metal roof to heat tubing filled with a water/glycol liquid. These tubes are installed directly beneath the new roof where the liquid is circulated through conventional pumps and



plumbing to heat various systems throughout the building. The "SWH" is also eligible for the same Solar Energy Tax Credits and Benefits as the "SHR" systems. For agricultural projects, even more benefits may be available including Federal grants up to 25% of the overall cost of the system. Dependent on the location of the project, other tax incentives may be available from State, Local and Public interests.

Consult your tax professional for specific advice regarding these and other available tax incentives. If interested in learning more about these and the other systems in this section, contact Roof Hugger at (800) 771-1711.



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## Testing and Approvals

## ASTM E-1592 Testing over 16 GA Huggers

Architectural Building Components 24 GA x 18"
JSM200 DL

Test A – Hugger and purlin spacing @ 5'-0" Test B – Purlins @ 5-0", Sub-rafters @ 24"

and Huggers @ 2'-6" over 26 GA "PBR"

Test C – Purlins @ 5-0", Sub-rafters @ 12" and Huggers @ 1'-3" over 26 GA "PBR"

### Custom-Bilt Metals 24 GA x 16" CB-2000

Test A - Hugger and purlin spacing @ 5'-0"

Test B - Hugger and purlin spacing @ 1'-0"

Test C – Purlins @ 5-0", Sub-rafters @ 24" and Huggers @ 2'-6" over 26 GA "PBR"

### Englert, Inc. 24 GA x 16" Series S-2500

Test A - Hugger and purlin spacing @ 5'-0"

Test B - Hugger and purlin spacing @ 2'-6"

### Englert, Inc. 0.040" x 16" Series S-2500

Test A - Hugger and purlin spacing @ 5'-0"

Test B - Hugger and purlin spacing @ 2'-6"

### Firestone Building Products 24 GA x 18" UC-6

Test A - Hugger and purlin spacing @ 5'-0"

Test B - Hugger and purlin spacing @ 1'-0"

Test C – Purlins @ 5'-0", Sub-rafters @ 24" and Huggers @ 2'-6" over 26 GA "PBR"

### Firestone Building Products 22 GA x 18" UC-6

Test A - Hugger and purlin spacing @ 5'-0"

Test B - Hugger and purlin spacing @ 1'-0"

Test C ~ Purlins @ S'-0", Sub-rafters @ 24" and Huggers @ 2'-6" over 26 GA "PBR"

### MBCI 24 GA 16" SuperLok™

Test A - Hugger and purlin spacing @ 5'-0"

Test B - Purlins @ 5'-0", Sub-rafters @ 1'-0" and Huggers @ 2'-6" over 26 GA "PBR"

Test C – Purlins @ 5'-0", Sub-rafters @ 24" and Huggers @ 2'-6" over 26 GA "PBR"

### MBCI 24 GA "PBR over 26 GA "PBR"

Test 06B - Hugger and purlin spacing @ 5'-0" fastened at 12"-12"-12"

Test 06C - Hugger and purlin spacing @ 5'-0" fastened 7"-5"-7"-5"

Test 06D – Purlins @ 5'-0", Sub-rafters @ 24" and Huggers @ 2'-6" fastened 7"-5"-7"-5"
Test 06E – Purlins @ 5'-0", Sub-rafters @ 12" and Huggers @ 2'-6", fastened 7"-5"-7"-5"

#### Notes:

- All Testing per ASTM E-1592-01 TAS 125-03
- Refer to Installation Section, pages 27 & 28 for Subrafter/Hugger details of construction
- Existing purlins spaced @ 5'-0" for all tests unless noted otherwise
- Dade County Lab Certification: No. 05-1122,13

### AlSI Gravity and Wind Uplift Load Base Testing

Standard Model "C" 16 GA Hugger with  $\chi$ " bridge above panel rib notch for 12" o.c. "R" Panel – Refer to Detail HL-01-G on page 53

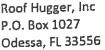
Purlin Depth and Gauge	Existing Purlin Span FT	Wind Uplift % Increase	Gravity Load % Increase	
8"X16		85%	42%	
8"X14	25′-0″	50%		
0****			37%	
8"X12		0.2%	25%	

Special 16 GA Hugger with 1" bridge above panel rib notch for 12" o.c. "R" Panel – Refer to Details HL-02-G16 and HL-03-G12 on pages 54 & 55

Purlin Depth and Gauge	Existing Purlin Span FT	Wind Uplift % Increase	Gravity Load % Increase	
3"X16		94%	79%	
8"X14	25'-0"	65%	66%	
8"X12		22%	37%	

#### Notes:

- Dade County Laboratory Certification: No. 05-1122.13
- All roof assemblies were tested with LGSI standard Purlins with 26 GA roof panels attached to top flange
- All roof assemblies were tested with bottom flanges completely unbraced
- All tests were conducted in compliance with AISI TS-8-02 Base Test Method for Purlins supporting a standing seam roof.







### Florida Product Approvals

Product Approval - FL 9561 Reference: 9B-72.070(4), F.A.C.

System 1: 24 Ga. PBR Panel, 36" wide with 11/4" Tall Rib, 12"-12"-12" Fastener pattern over Roof

Huggers @ 5'-0" O.C.

System 2: 24 Ga. PBR Panel, 36" wide with 11/4" Tall Rib, 7"-5"-7"-5"-7" Fastener pattern over Roof Huggers @ 5'-0" O.C.

System 3: 24 Ga. PBR Panel, 36" wide with 1%" Tall Rib, 7"-5"-7"-5"-7" Fastener pattern over Roof Huggers @ 2'-6" O.C. over 16 Ga. Hats @ 24" O.C. over 26 Ga. PBR Panel over 16 Ga. Purlins @ 5'-0" O.C.

System 4: 24 Ga. PBR Panel, 36" wide with 11/4" Tall Rib, 7"-5"-7"-5"-7" Fastener pattern over Roof Huggers @ 2'-6" O.C. over 16 Ga. Hats @ 12" O.C. over 26 Ga. PBR Panel over 16 Ga. Purlins @ 5'-0" O.C.

### Product Approval - FL 10141

Reference: 9B-72.070(4), F.A.C.

System 1: 26 Ga. PBR Panel, 36" wide with 1¼" Tall Rib, 12"-12"-12" Fastener pattern over Roof Huggers @-5'-0" O.C. over 26 Ga. PBR Panel over 16 Ga. Purlins @ 5'-0" O.C.

System 2: 26 Ga. PBR Panel, 36" wide with 11/4" Tall Rib, 7"-5"-7"-5"-7" Fastener pattern over Roof Huggers @ 5'-0" O.C. over 26 Ga. PBR Panel over 16 Ga. Purlins at 5'-0" O.C.

System 3: 26 Ga. PBR Panel, 36" wide with 11/2" Tall Rib, 7"-5"-7"-5"-7" Fastener pattern over Roof Huggers @ 2'-6" O.C. over 16 Ga. Hats @ 24" O.C. over 26 Ga. PBR Panel over 16 Ga. Purlins @ 5'-0" O.C.

System 4: 26 Ga. PBR Panel, 36" wide with 11/4" Tall Rib, 7"-5"-7"-5"-7" Fastener pattern over Roof Huggers @ 2'-6" O.C. over 16 Ga. hats @ 12" O.C. over 26 Ga. PBR Panel over 16 Ga. Purlins @ 5'-0" O.C.

Product Approval - FL 9352.1

Reference: 98-72.070(4), F.A.C.

System 5: Architectural Building Components' 24 Ga. JSM 200 DL 16" wide with slider clips over Roof Huggers @ 5'-0" O.C. over 26 Ga. PBR Panel and 16 Ga. Purlins spaced 5'-0" O.C. max System 6: Architectural Building Components' 24 Ga. JSM 200 DL 16" wide with slider clips over Roof Huggers @ 2'-6" O.C. over Hats @ 2'-0" O.C. over 26 Ga. PBR Panel and 16 Ga. Purlins spaced 5'-0" O.C. max

System 7: Architectural Building Components' 24 Ga. J5M 200 DL 16" wide with slider clips over Roof Huggers @ 1'-3" O.C. over Hats @ 1'-0" O.C. over 26 Ga. PBR Panel and 16 Ga. Purlins spaced 5'-0" O.C. max

### Product Approval - FL 9352.2

Reference: 98-72.070(4), F.A.C.

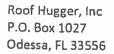
System 8: MBCI SuperLok 16" wide 24 Ga. With slider clips over Roof Huggers @ 5'-0" O.C. over 26 Ga. PBR Panel and 16 Ga. Purlins spaced 5'-0" O.C.

System 9: MBCI SuperLok 16" wide 24 Ga. With slider clips over Roof Huggers @ 2'-6" O.C. over 16 Ga. Hats @ 2'-0" O.C. over 26 Ga. PBR Panel and 16 Ga. Purlins spaced 5'-0" O.C.

- Hats = Special Roof Hugger Sub-rafters (see Hugger Installation Section, pages 27 & 28)
- PBR Panel Manufacturer = MBCI
- Refer to Roof Hugger Florida Product Approval Bulletin dated January 2011 for more detailed information pertaining to Florida Product Approvals

### Factory Mutual Standard 4471 Approval

Approval No. 3033681, Architectural Building Components 15-7/8" wide 24 Ga. J5M 238T with various clips over several Roof Hugger profiles @ 5'-0" O.C. met Classes 1-75, 1-120 and 1-195, Visit www.archmetalroof.com for details.





Specifier Notes: This product guide specification is written according to the Construction Specifications Institute (CSI) 3-Part Format. The section must be carefully reviewed and edited by the Architect or Engineer to meet the requirements of the project and local building code. Coordinate this section with other specification sections and the Drawings. Delete all "Specifier Notes" when editing this section.

Section numbers and titles are from *MasterFormat 1995 Edition*, with numbers and titles from *MasterFormat 2004 Edition* in parentheses. Delete version not required.

#### SECTION 13145 (13 34 21)

#### **RETROFIT STEEL SUB-PURLINS**

Specifier Notes: This section covers "Roof Hugger" sub-purlins for retrofitting roofs, walls, and fascias over existing rib metal panels and solid roof deck systems. The one-piece, custom-punched, galvanized steel, Z-section fits into and over existing metal roof profile or has a continuous bottom flange for solid deck applications. For existing metal roofs, the sub-purlins are pre-punched to nest into and over the existing rib profiles, pre-punched for fasteners, and fastened directly into the existing purlins or joists with structural fasteners. For solid deck applications, the sub-purlin's bottom flange are pre-punched at 8" on center to permit attachment directly to roof joists/trusses spaced at 16" or 24" on center.

The International Building code adopted by all U.S. states requires the roofs to be analyzed by zones IE: corner, edge and field zones. Each zone will have a different wind uplift load (negative pressure) requirement. Most older metal buildings were designed with uniform roof loading as a result the 5' purlin spacing typically found in these buildings may not be adequate to meet current code requirements in higher wind zone areas.

Roof Hugger recommends consulting a qualified design professional to determine the loads, a compliant roof panel and the proper sub-frame spacing. Roof Hugger will run a free preliminary load analysis if requested (subject to final engineering confirmation by others). The new Roof Hugger sub-purlin type and spacing will be a function of the required, snow loads, wind loads, the existing purlin spacing, type of existing panel, and the tested maximum capacity of the proposed new roof panel. Different panels may require different framing solutions.

Retrofitting an existing roof will create a cavity between the new and existing roofs. Consideration for ventilating and/or insulating this cavity is recommended. Many benefits including reduced heating/cooling energy consumption and Federal/State and local tax incentives can be realized.

Standing seam panels are known for their tendency to rumble in high winds if insulation is not used. Consult your panel supplier for their specific recommendations.

Consult Roof Hugger, if needed, for assistance in editing this section for the your specific retrofit project application.

(Instructional Page)

## Product Guide Specifications

SECTION 13145 (13 34 21) - SPECIFICATIONS FOR STRUCTURAL RETROFIT ROOF SUB-FRAMING SYSTEM

#### PART 1 - GENERAL

### 1.01 DESCRIPTION

- A. The structural retrofit roof sub-framing system will provide support for a new metal roofing system constructed over the existing building roof. It shall be engineered in accordance with the specified code and design loading and shall transfer positive acting loads at each attachment location into an existing structural member.
- B. Furnish labor, material, tools, equipment and services for the retrofit roof sub-framing as indicated, in accordance with provisions of the Contract Documents.
- C. Completely coordinate work with of other trades.
- D. Although such work is not specifically indicated, furnish and install supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure and complete installation.
- E. See Division 1 for General Requirements

### 1.02 RELATED WORK

Specifier Notes: Edit the following list of related sections as required for the project. List other sections with work directly related to this section.

- A. Section 05400 (05 40 00) Cold-Formed Metal Framing.
- B. Section 07220 (07 22 00) Roof and Deck Insulation.
- C. Section 07400 (07 40 00) Roofing and Siding Panels.
- D. Section 07720 (07 72 00) Roof Accessories.
- E. Section 13120 (13 34 19) Pre-Engineered Structures (Metal Building Systems).

### 1.03 QUALITY ASSURANCE AND REFERENCES

- A. American Society for Testing and Materials (ASTM)
  - ASTM A 653/A 653M Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
  - ASTM A 1011/A 1011M Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability.
  - ASTM E 1592 Structural Performance Test for Metal Panel and Siding Systems by Uniform Static Air Pressure Difference



## Product Guide Specifications

- B. American Iron and Steel Institute (AISI)
  - AISI 2008 Edition of the "Cold Form Steel Design Manual"
  - AISI 2007 Edition of the "North American Specification for the Design of Cold-Formed Steel Structural Members"
- C. American Institute of Steel Construction (AISC)
  - AISC "Specification for Structural Steel for Buildings"
- D. 2007 Florida Product Approvals
  - 1. FL9352.1-R1, FL9352.2-R1
  - 2. FL9561-R1
  - 3. FL10141-R1

#### 1.04 SUBMITTALS

- A. Comply with Section 01330 (01 33 00) Submittal Procedures.
- B. Product Data: Submit manufacturer's product data, including installation instructions.

Specifier Notes: Edit the following paragraph regarding shop drawings as required for the project. Sub-purlins are typically produced 3/8 inch to 1 inch taller than the height of the major ribs of the existing roof panels. Indicate on the shop drawings if a specific sub-purlin height is required.

- C. Shop Drawings: Submit manufacturer's shop drawings for sub-purlins indicating gauge, yield strength, flange and web sizes, cut-out dimensions, and punch pattern for attachment holes in base flange.
- D. Design Data: Submit design data from independent engineering firm indicating table of wind uplift capacity of sub-purlins.

### 1.05 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver materials to site in manufacturer's original, unopened bundles, containers, and packaging, with labels clearly identifying product name and manufacturer.
- B. Storage:
  - 1. Store materials in accordance with manufacturer's instructions.
  - Protect sub-purlins from corrosion, deformation, and other damage.
  - Store sub-purlins off ground, with 1 end elevated to provide drainage.
- C. Handling: Protect materials during handling and installation from corrosion, deformation, and other damage.

### 1.06 EXISTING ROOF SYSTEM AND PRE-CONSTRUCTION INSPECTION

A. The existing roof is a [Insert existing roof description here per instructions below]



## ocue enle

Specifier Notes: Briefly describe the construction of the existing roof support system, panel type, spacing and profile. Example: [The existing roof system consists of through fastened metal panels with 12" o.c. major rib spacing x 1  $\frac{1}{2}$ " major rib height, attached to zee-shaped purlins spaced 5' o.c. supporting the metal panels]

- B. The Contractor shall conduct a detailed inspection of the existing roof(s) to identify any existing roof elements that are a cause for concern IE: panel deterioration, structural deterioration, equipment curbs, plumbing and electrical penetrations, special flashing requirements, and any other items that should be submitted to the Architect for review and evaluation.
- C. The Contractor shall perform a detailed survey of the existing roof(s) and confirm the existing panel dimensions, type and profile. In the case of existing standing seam roofing it should be determined if the existing roof employs standard or tall clips. If tall clips are existing the standoff dimension should be determined.
- D. The Contractor shall obtain field measurements on the existing roof geometry including width, length, building height, roof pitch and purlin spacing. This information is to be forwarded to the retrofit sub-framing system manufacturer for coordination and integration into the design and installation documents.

#### **DESIGN REQUIREMENTS** 1.07

#### A. General

- Design for approval and installation in accordance with the included drawings and these 1. specifications, a complete retrofit sub-framing and metal roof panel assembly as a structural package, engineered and factory fabricated in accordance with AISI, MBMA and ASCE references with the understanding the sub-framing system may be designed by the retrofit sub-framing manufacturer and the metal roof panel system may be designed by the metal roof manufacturer. However, both systems are to be designed to perform as one engineered structural package where the metal roof system controls the placement of sub-framing members.
- Any additions/revisions to sub-framing members as a result of field conditions and/or 2. demands, shall be the contractor's responsibility, and shall be submitted for review and approval by the manufacturer.

### B. Engineering Design Criteria:

Specifier Notes: The Engineering design criteria for retrofit metal roof systems should be consistent and in a format similar to the Design Criteria listing shown below. Both the metal roof system and the retrofit sub-framing system manufacturers use this criteria to determine the positive (gravity) and negative (wind uplift) pressures being imposed onto the new roof assembly thereby engineering their systems to satisfy the specified building code and local requirements to the project. Edit the listing by selecting from the choices provided that are applicable to your project. This information is typically included in Division 1 General Requirements or Division 7 Metals, but can be placed in this specification section if you wish.



## Product Guide Specifications

- Code: [ASCE 7-0S, IBC 2006, FBC 2007, BOCA, Etc.] Note: codes are Mutually Exclusive and should not be mixed.
- 2. Additional Requirements: [None, Factory Mutual, Underwriters Lab, US Army Corps of Engineers Standard, Other] Note: Mutually Exclusive
- 3. Occupancy Group: [Assembly-A, Business-B, Educational-E, Factory Industrial-F, High-Hazard-H, Institutional/Industrial-I, Mercantile-M, Storage-S, Etc.]
- 4. Occupancy Category: [1, II, III, IV]
- Importance Factor: [0.87, 1.0, 1.15]
- 6. Minimum Roof Snow Load: [insert load] PSF
- 7. Ground Snow Load: [insert load] PSF
- 8. Wind Speed: [insert wind speed] MPH, 3 Second Gust
- 9. Exposure Category: [B, C, D]
- 10. Enclosure: [Enclosed, Partially Enclosed, Open]

#### **PART 2 - PRODUCTS**

### 2.01 MANUFACTURER QUALIFICATIONS

- A. Manufacturer shall have a minimum of five years experience in manufacturing and fabrication of retrofit sub-framing systems of this nature. Light-gauge steel sub-framing components specified in this section shall be produced in a factory environment by roll forming and press-brake equipment assuring the highest level of quality control.
- B. Acceptable Manufacturers
  - Roof Hugger, Inc., PO Box 1027, Odessa, Florida 33556. Toll Free Phone (800) 771-1711.
     Toll Free Fax (877) 202-2254. Phone (813) 909-4424. Fax (813) 948-4742. Website: www.roofhugger.com. E-Mail: <a href="mailto:sales@roofhugger.com">sales@roofhugger.com</a>.
  - Others manufacturers must submit a request for approval no later than two weeks prior to the established bid date and shall be equal to Roof Hugger, Inc.

### 2.02 RETROFIT STEEL SUB-PURLINS

- Retrofit Notched Sub-Purlins: "Roof Hugger".
  - Description:
    - a. 1-piece, custom-punched, Z-shaped section.
    - b. Pre-punched to nest over existing roof panel ribs for low-profile appearance.
    - c. Pre-punched for attachment fasteners.
    - d. Fastens directly into existing purlins or joists with fasteners.
  - 2. Material:
    - a. Galvanized steel, ASTM A 6S3 or A 1011, G-90, yield strength 50 KSI.





## **Product Guide Specifications**

Specifier Notes: [Specify gauge] Please note that the gauge thickness is only a criteria for satisfying the new roof panel's attachment criteria to meet specified wind uplift loading. It is new roof panel system specific. All laboratory testing of Roof Huggers assemblies have been conducted using 16-gauge. Consult Roof Hugger for gauges other than 16-gauge for engineering values and lead time.

b. Thickness: [0.060" minimum, 16-Gauge] or [0.071" minimum, 14-Gauge].

Specifier Notes: Sub-purlins are typically produced 3/8 inch to 1 inch taller than the height of the major ribs of the existing roof panels. Consult Roof Hugger for cost-efficient sizes to meet project requirements if web height other than manufacturer's standard is needed to accommodate the addition of new insulation between the old and new roofs.

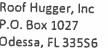
c. Web Height: [\_\_\_\_\_inches] [manufacturer's standard].

Specifier Notes: The number of holes provided in the base flange will be greater than or equal to the required number of fasteners to be installed per linear foot. Custom hole-punching of the base flange is available upon request. Roof Hugger may punch additional unused holes in the base flange to aid in installation or to minimize conflict with existing fasteners.

- 3. Base Flange Width: Pre-punch base flange to manufacturer's standard unless otherwise specified.
- 4. Top Flange Width: Nominally 2" with 0.25" minimum stiffening lip unless otherwise specified.
- 5. Length: Nominally 10'-0" long, plus an additional +/- 1" top flange extension for part lap or per manufacturer's recommendations.
- B. Attachment Fasteners/Anchorage

Specifier Notes: The following fasteners are typical minimum for attachment of new sub-purlins to existing metal building purlins. Fastener length will vary with thickness of existing insulation. Fastener length of 1-1/4 to 1-1/2 inches is typical. Other fasteners may be specified based upon engineered load requirements or other special conditions. Attachment of sub-purlins to existing structural steel (i.e. bar joist/structural channels) will require appropriate fasteners. Roof Hugger does not supply fasteners. Consult Roof Hugger for additional information regarding fasteners.

- 1. Attachment to Existing Purlins: ¼"-14 or #12-14 threads per inch, DP3 self-drilling fastener.
- 2. Length: Required to penetrate existing purlins in accordance with fastener attachment standards.





Sub-Purlins Installed Mid-Span: "4"-14 or #12-14 threads per inch, DP3 self-drilling 3. fasteners or equal into sub-rafter structure, #17-14 into existing panel when indicated and #10-16 DP3 pancake head through Hugger top flange into sub-rafter when indicated.

#### **PART 3 - EXECUTION**

#### 3.01 EXAMINATION

- Examine existing roof areas to receive sub-purlins. Notify Architect if areas are not acceptable A. or structurally adequate. Do not begin installation until unacceptable conditions have been corrected.
- Verify existing purlins and eave struts are in good serviceable condition, without rust-thru of В. flanges.
- Field Verify Before Ordering of and Installation of Sub-Purlins: C.
  - Existing panel profile and panel rib dimensions.
  - Existing panel run-out by measuring roof over several 20-foot areas to confirm panels 2. were installed on module and in-square. Note variations.

Specifier Notes: Indicate on the construction drawings, the details of the major and minor rib configurations of the existing roof panels. If the existing roof is a standing seam, verify whether thermal blocking has been installed. If thermal blocking exists consult Roof Hugger, Inc. regarding this situation because special details and parts may be required for this type of panel system. Roof Hugger existing panel details are available to aid in obtaining this information. Refer to www.roofhugger.com for the most current application details.

#### INSTALLATION OF SUB-FRAMING AND OTHER ROOFTOP APPURTENCES 3.02

Specifier Notes: Consult Roof Hugger for information regarding the installation of sub-purlins for special situations and visit www.roofhugger.com for specific details pertaining to installation

Install sub-purlins in accordance with manufacturer's instructions at locations indicated on the Α. standard details or Engineered Drawings if provided.

Specifier Notes: The existing roof is not weather-tight until new roof panels are installed over the sub-purlins. Installation of sub-purlins may need to be limited to the amount that can be roofed over each day. Consult Roof Hugger to discuss other options to minimize weather issues. Edit the following paragraph as required.

Limit installation of sub-purlins to amount that can be roofed over each day. В.



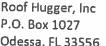
## Product Guide Specifications

Specifier Notes: Specify number of fasteners (typically less than or equal to the number of holes specified in paragraph 2.2.B) required to be installed per linear foot, as determined by wind load criteria. Typically 2 fasteners per linear foot are required. Refer to Roof Hugger engineering data for allowable uplift loads. Edge zones and field can be specified separately if desired.

- C. Install [1] [2] [3] fasteners per linear foot or as directed by Manufacturer.
- D. Install sub-purlins directly over existing purlins and fasten to existing purlin through existing panel pan section.

Specifier Notes: In higher wind zones, special fitted sub-rafters may be required to allow for the installation of Hugge-mid-span between existing purlins. Grids made of "Cee's", "Zee's", and/or "hats" may be needed in lieu of special fitted sub-rafters in the corner and/or edge areas to meet the load requirements. The selection of the fitted sub-rafter or grid system is a function of existing roof panel, the new roof panel and the corner, edge and field pressures. A preliminary estimate of the roof zone pressures can be made at http://www.roofwinddesigner.com/

- E. Loosely lay Sub-rafters over the existing panel high ribs and between the existing purlins. Sub-rafter spacing and number of fasteners shall be as specified on the engineered drawings or as specified in the Roof Hugger, Florida Product Approval.
- F. Press the Roof Hugger sub-purlins over the sub-rafters on the existing purlin lines in areas where they are specified and install #12-14 DP3 fasteners (or as specified) through the base flange of the Hugger sub-purlin, through the sub-rafter and then into the existing purlins being careful to maintain the alignment of the sub-rafters.
- G. Install Huggers onto the sub-rafters between the existing purlins as specified with #12-14 threads per inch, DP3 fasteners, typically one fastener on each side of the sub-rafter unless otherwise specified.
- H. Where the Roof Hugger is attached to the existing roof panel the pre-punched base flange hole should be drilled out to the correct diameter to allow for the installation of a #17-14 fastener through the Roof Hugger and into the existing roof panel.
- Where the Roof Hugger passes over the fitted sub-rafter a #10-16 pancake head fastener should be installed through the top flange of the Roof Hugger into the top of the new fitted sub-rafter.





Specifier Notes: Removal of Existing Roof Fasteners: Typically, the existing roof fasteners are located adjacent to the major panel ribs and need not be removed. When the Hugger is installed atop these fasteners they may cause the base flange of the new Hugger to bend, this is normal. Fasteners located in the center of the existing roof pan can cause subpurlins to roll or "porpoise" these fasteners would need to be removed. Special punching by Roof Hugger may be possible to minimize the removal of existing roof fasteners located in the center of the existing roof pan. Consult Roof Hugger to review options.

#### J. Removal of Existing Roof Fasteners:

Do not remove existing roof fasteners unless installation of sub-purlins over fasteners 1. causes sub-purlins to roll or "porpoise". Some distortion of base flange of sub-purlins caused by existing roof fasteners is normal.

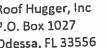
Specifier Notes: In colder climates, special attention should be given to flashing the opening created by removal of the existing skylights to minimize migration of warm, moist air into this cavity.

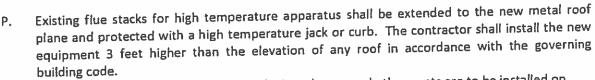
Delete the following paragraph if there are no existing skylights.

#### K. **Existing Rooftop Components and Equipment**

#### L. Skylights:

- 1. Install sub-purlins over existing skylights.
- Cut out existing skylights after sub-purlins are installed if new skylights are to be installed 2. over existing skylights.
- Trim openings as required.
- When mechanical equipment locations conflict with retrofit roof sub-framing components, the M. contractor will provide additional framing that accommodates the relocation, replacement or re-flashing of the equipment. Contractor shall submit construction details for this condition, if deemed necessary by the Architect.
- When electrical service and equipment that requires to be removed, extended and reinstalled at N. the new metal roof system height/plane, the contractor shall extend the wiring in accordance with the specified building and electrical code. Junction boxes shall be provided at splices in wire or conduits and secured as required.
- Existing sanitary plumbing vents shall be extended with new roof jacks located at the new metal O. roof plane. Extension of piping shall be accomplished with materials matching the existing piping composition subject to local building and plumbing code requirements. Use of elbow fittings to redirect the pipe to locate the penetration between the metal roof panel side seams shall be used.





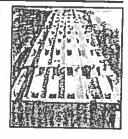
Existing gravity vents, power vents, fresh air make-up, and other vents are to be installed on Q. new metal curbs at the new metal roof plane unless approved by the Architect to remove and re-install on new metal roof. The contractor shall construct new ductwork from the existing roof penetration to the new roof curb. Ductwork joints shall be sealed tight to provide a leak-proof assembly and shall be made with material of like composition and gauge of the ductwork being extended.

**END OF SECTION** 

## Hugger Installation

#### **Receiving Materials:**

ROOF HUGGERS are typically placed on wood pallets 3'-5' wide and approximately 10' long weighing up to 5,000 lbs. ROOF HUGGERS are shipped via closed van for "LTL" less than truckload



quantities or flatbed for truckload quantities. The installer is responsible for unloading the material and providing the suitable equipment to safely unload the material from the delivery truck.

Upon receipt of material, check for damage; if damage is found, please note the damage on the freight carrier's Bill of Lading at the time of delivery. Notify ROOF HUGGER, Inc. of this damage within 48 hours.

#### Handling:

Proper care is required while unloading to prevent personal injury or material damage. Band straps should never be used for pulling or lifting of the pallets. If the pallets are to be lifted onto the roof, confirm the structure has adequate capacity first. If the structure is capable, the pallet should only be placed above the existing structural frames, 1-pallet per frame maximum unless otherwise directed by the engineer of record for the project.

#### installation:

Unless otherwise noted in these instructions, install HUGGER5 only directly over and into existing purlins through the existing panel pan section. HUGGER5 are intended to be installed with the top flange pointing up the roof slope. Wherever possible, layout new roof panels as to minimize the possibility of new panel fasteners or attachment clips from falling on the cut ends of the ROOF HUGGERS. Standing

seam systems can be ordered with a narrower starter panel to offset the new panel from the existing panel module. If landing on the cut ends is unavoidable then attach the adjacent HUGGERS overlapping top flange ends with (2) #10 pancake head fasteners in addition to the clip fasteners or back lap the HUGGERS one full corrugation to produce a double thickness and continuity of the top flange across the lap.

- Weathertightness: During erection, prior to the installation of the new roof panel the ROOF HUGGERS are NOT WEATHERTIGHT. It is recommended that only the amount of HUGGERS to be covered with new roof panels be installed in a given workday. Mastic can be placed beneath the ROOF HUGGERS at the attachment points to minimize water intrusion during construction but this may not provide a complete water seal.
- Flashing and Trim: Rake angles, trims, curbs and flashings are not provided by ROOF HUGGER. Consult your panel manufacturer for the necessary details and required materials to meet their design requirements. ROOF HUGGER is available to discuss any special situations.
- Bridging: Bracing or bridging may be required where the Hugger height exceeds 3-3/8". Consult your local engineer for specific requirements for your locale. We can provide details of previous installations upon request.
- Out of Module Existing Roof Panels: In some rare cases, the existing roof panels may be installed so poorly the they do not maintain the proper panel rib spacing (i.e.: a 12" o.c. "R" panel may gain  $\frac{1}{8}$ " per L.F., so in 10' the roof would measure a gain of  $\frac{1}{4}$ ".)

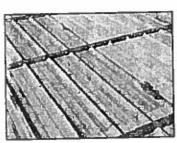
The ROOF HUGGER "notches" are over cut to allow for most conditions, however some cases may exceed our tolerances. If this occurs, the ROOF HUGGER may be cut to allow it to fit



## gger Installation

properly. Use care to avoid fasteners or clips from falling on the resulting gap, back lap the HUGGERS if necessary.

 Installing Over Skylights: DO NOT REMOVE EXISTING SKYLIGHTS prior to installing ROOF Lay HUGGERS across existing HUGGERS. skylight and screw into position.



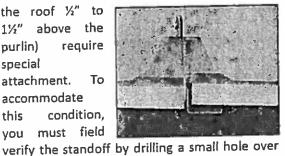
Cut out and trim opening if new skylights are to installed above, or leave panel in position skylights are to eliminated. be

Removal of skylight prior to installing HUGGERS may result in an undesirable depression of the new roof over the old skylight area.

If skylights are to be installed where interior condensation could be an issue, it is advisable to replace the old skylight with a new one and install another new skylight above it to minimize any condensation issues in this area. control local moisture Consult your professional.

 Existing Standing Seam Roofs with Tall Profile Clips and/or Thermal Blocks: Existing roofs that have high profile clips (clips that hold

the roof 1/2" to 11/2" above the require purlin) special attachment. accommodate this condition. you must field

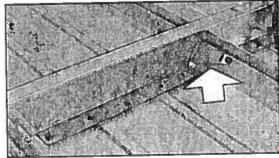


the purlin and measure the distance between the existing panel and the existing purlin (typically 1").



Note: For these conditions, a special self drilling fastener or a fastener with a standoff sleeve will be provided by Roof Hugger unless otherwise specified in the proposal.

The number of fasteners per L.F. is determined by the specific project design, generally three (3) fasteners are required every 24" or two (2) fasteners every 16", however higher loads could require additional attachment. Since the ROOF HUGGER sub-purlins cannot be anchored directly to the existing purlin and because of the standoff clip, they have been specially designed with an "anti-rotational arm or tab" as the



arrow shows in the below photo.

This "bend out" arm prevents the ROOF HUGGER from rolling front to back under thermal load. It is fastened to the side of the existing panel rib with a #17 fastener. Note that if the anti-roll tab is above the side of the existing high rib the ROOF HUGGER may not be pulled fully down into its correct position.



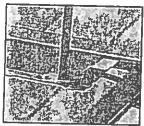
Roof Hugger, Inc P.O. Box 1027 Odessa, FL 33556

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## Hugger Installation

Also note that with these special HUGGERS, more holes may be punched into the Hugger base flange than may be required for attachment. Eave attachment is generally with #12 Tek-3 fasteners since tall clips are not normally used here, smaller holes are provided in the base flange for these fasteners.

• Existing Fasteners:
The existing fasteners
can remain provided
they do not cause the
ROOF HUGGERS to
"porpoise" up or roll
front to back out of
plane with the existing



roof. Fasteners located in the center of the pan of the existing sheet may need to be removed. On an 8"-12" o.c. panel this should only occur at a panel lap, ridge cap or eave area. Narrower ribbed panel such as 6" o.c. panels, with fasteners in the center of the sheet pan, may require removal of all fasteners. ROOF HUGGER can provide special punching to minimize removal of existing roof fasteners in this condition, if requested.

### Fastening to Existing Roof System:

Note: ROOF HUGGER does not normally provide standard attachment fasteners. If requested, we provide the special fasteners as shown in the following fastener descriptions.

• Fastener Types: The following fasteners are those used in typical Roof Hugger installations as indicated below. Please note their specific use as described in this section and manual.

Typical Nomenclature: #12 (screw diameter) – 14 (threads per inch) x 1 ¼" (length) DP3 (self drilling drill tip size).



Size: #12-14 X 1 1/4" or 1 1/4" DP3

Location: Attaching Hugger to existing purlins or

joist



Size: #10-16 X 1" DP3

Locations:

- A. Attaching Hugger top flange to sub-rafter at corner/edge wind uplift zones
- B. At Hugger laps for Purlin Strengthening



Size: #17-14 AB (washer typically not required) Locations:

- A. Attaching Hugger into existing roof panels at Mid-span locations
- Securing Hugger anti-rotational arm to existing SSR panel rib (vertical or trapezoidal)



Size: 1/4"-14 X 11/4" DP3

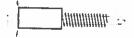
Locations:

- A. Attachment of Hugger Strut to existing purlin or joist
- B. Attachment of Hugger corner/edge zone Hat Purlin to Strut



Size: 1/4"-14 X 2" DP3 (BD-2)

Location: Attachment of Hugger to existing purlin or joist when existing roof panel is a trapezoidal or vertical rib standing with stand-off clip and thermal spacer. These fasteners provided by Roof Hugger.



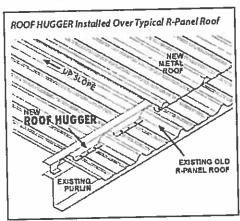
Size: 1/2"-14 X 3" DP3 with "Spirol" spacer

Location: Attachment of Hugger to existing purlin or joist when existing roof panel is a trapezoidal or vertical rib standing with stand-off clip and thermal spacer. These fasteners are available from Roof Hugger.

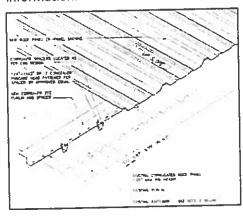




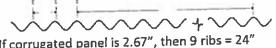
• Fastener Patterns: ROOF HUGGERS are typically attached with #12, self drilling, Tek-3 fasteners, 14 treads per inch, 1½" to 1½" in length (#12-14, T-3). The number of fasteners per L.F. is determined by ROOF HUGGERS project design or as specified by the engineer of record. Generally speaking (2) fasteners are required per L.F. for proper attachment. Holes are pre-punched in the bottom flange of the HUGGERS for installation of the fasteners. Note: There may be more holes punched in the base flange than are required for attachment.



• Installing on Existing Corrugated Panels: ROOF HUGGER has a special product for corrugated panels. Our Corru-Fit™ special subframing system is designed for existing 2.50", 2.67" and 2.75" corrugated roof panels that are notorious for inconsistent corrugation spacing. Refer to the Corru-Fit Design Guide for more information.



Measuring existing Corrugated Panels: These panel types are very difficult to provide HUGGER5 that properly fit the existing panel corrugations. Because of this, prior to finalizing an estimate and ordering of HUGGERS, the corrugation - spacing - must be determined. Below is a method that can be used to assist this process. When measuring, be sure to measure a distance of more than 10'-0"+/- to confirm the corrugations are consistent. ROOF HUGGER typically will send a 5'-0" long sample to the customer prior to fabricating for shipment to the jobsite. If the Hugger does not fit the corrugations during installation, it is possible to cut the HUGGER5 and lap to make up any inconsistency.



If corrugated panel is 2.67", then 9 ribs = 24"

If corrugated panel is 2.50", then 8 ribs = 20"

If corrugated panel is 2.75", then 8 ribs = 22"

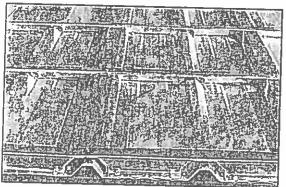
If corrugated panel is 4.20", then 5 ribs = 21"

• Midspan Attachment: When the existing purlin spacing is not adequate to meet code required loads, ROOF HUGGER will supply an Integral Sub-Rafter System or Hat Grid (see Grid Framing). An Integral Sub-Rafter System means the Sub-Rafters are specifically built to fit the cutout provided in the ROOF HUGGER Sub-Purlin.

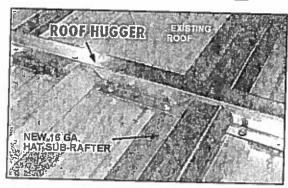
(Continued on next page)



## Hugger Installation



Note: If integral (fit under the HUGGERS) structural Sub-Rafters are provided, loosely place hats and HUGGERS in position prior to installing any fasteners to prevent alignment problems in these areas.



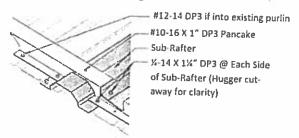
The Sub-Rafters will typically fit over the top of the major panel Ribs between 12"-24" on center. The Sub-Rafters will span from existing purlin to existing purlin and the ROOF HUGGERS will be placed on and into these members. The parts over the existing purlins will have ¼"-14 fasteners installed through the HUGGERS, through the Integral Sub-Rafter, through the existing roof panel and into the existing purlin. Oversize pre-drilling of the HUGGERS at Integral Sub-Rafter is recommended. The number of fasteners will be per the engineered design.

ROOF HUGGERS that are installed "mid-span" between the existing purlins are attached to the Integral Sub-Rafters with ¼"-14 Tek-3 fasteners as specified and where the HUGGERS are to be attached into the old panels the existing ¼" hole

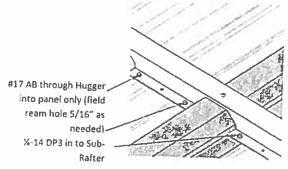
in the HUGGER should be drilled out and a #17 fastener installed through the HUGGER into the existing panel, (1) one each side of the major rib. A #10-16 pancake head fastener may also be required between the top flange of the HUGGER and the top of the Integral Sub-Rafter

The following fastening details address each condition for attaching sub-purlins whether over existing purlins or not over a purlin.

#### **HUGGER OVER PURLIN**



### **HUGGER NOT OVER PURLIN**



Note: If integral sub-rafters are provided as shown in the "Grid Framing" section in these instructions, loosely place hats and HUGGERS in position prior to installing any fasteners to prevent alignment problems in these areas.

### Existing Purlin Strengthening:

HUGGERS have been tested for the effect they have on strengthening the existing purlins to accommodating the weight of the HUGGERS and new roof panel as well as additional code



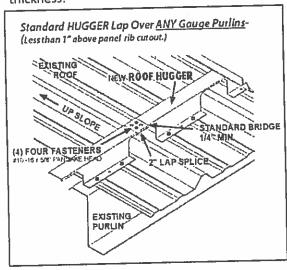
## Hugger Installation

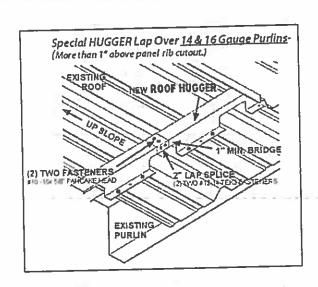
required snow loads and increased wind loads. If required, the following explains the proper HUGGER lapping conditions.

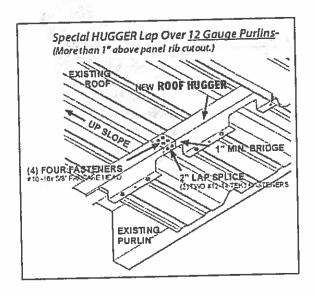
Should a new standing seam roof panel clip falls in the lap area, (2) clip fasteners will replace (2) pancake fasteners provided the clip fasteners penetrate both overlapping flanges of the HUGGER.

Higher profile HUGGERS (1" or more of material above the rib cutout) receive (2) #10-16 x  $^{5}/_{8}$ " (or equal) pancake head, self drilling fasteners in the top flange lap and (2) #12-14 Tek-3 in the vertical web.

The following details illustrate proper fastening at laps, which is dictated by the type of Hugger being installed and the existing purlin gauge thickness:







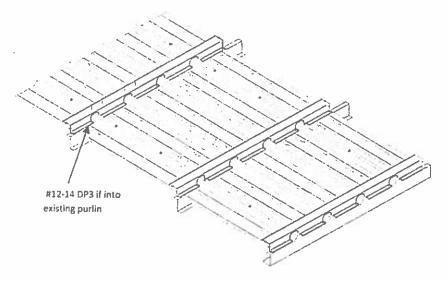
WHEN IN DOUBT ABOUT ANY SPECIAL SITUATION, CONSULT YOUR PROJECT ARCHITECT OR ENGINEER FIRST. ROOF HUGGER IS ALSO AVAILABLE TO DISCUSS ANY ISSUES OR DETAILS. IN THIS MANNER, PROBLEMS CAN BE AVOIDED AND THE HIGHEST INDUSTRY STANDARDS OF A QUALITY INSTALLATION WILL BE ASSURED.



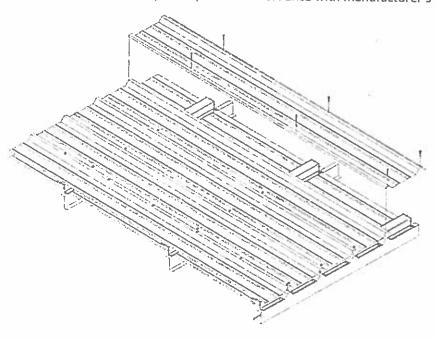
## Step-by-Step Hugger Installation

### Standard Installation (Corner/Edge Zone Framing not required)

Step 1: Install HUGGERS directly over and into existing building purlins with #12-14 self-drilling fasteners. Center existing panel's major rib in Hugger cut-out. Ensure Hugger straightness along purlin run by frequently monitoring dimension from existing roof eave. Stringlines can be used if elected by Installer.



Step 2: Install metal roof panel system in accordance with manufacturer's standards



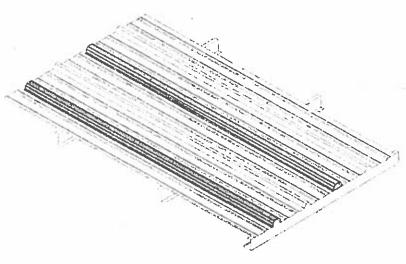


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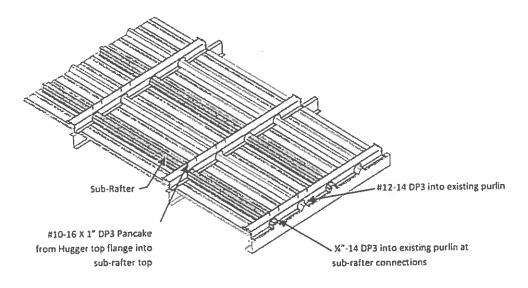
## Step-by-Step Hugger Installation

## Corner and/or Edge Zone Framing Installation

Step 1: Loosely place Hugger sub-rafters spaced perpendicular to roof slope as directed (normally no more than 2'-0" o.c.). DO NOT ATTACH sub-rafters until new HUGGER5 have been placed into position.



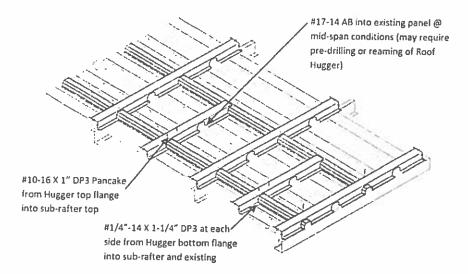
5tep 2: Place new HUGGERS into position ensuring all new sub-framing is square and tightly fitted. 5ecure the positioning of the HUGGERS and sub-rafters by installing one #12-14 DP3 at juncture of the two members (Hugger top flange into top of sub-rafter). Begin final attachment of members at juncture of the Hugger and sub-rafter's base flanges for locations that are directly over an existing purlin using #12-14 DP3 fasteners at each side of sub-rafter.



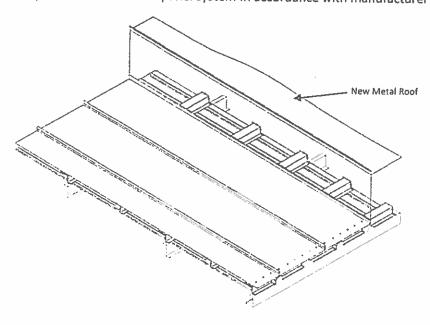


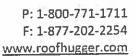
## Step-by-Step Hugger Installation

Step 3: Begin positioning mid-span HUGGER5 as directed. These are the HUGGER5 that will not be installed over an existing purlin, rather over the existing panel only. Once in place, install a #17-14 AB fasteners through the Hugger into the existing roof panel at each side of the panel's major rib. Predrilling of Hugger may be necessary. Complete installation by installing a #10-16 DP3 Pancake at the intersection of each Hugger and sub-rafter. Refer to page 28 for more information.



Step 3: Install metal roof panel system in accordance with manufacturer's standards



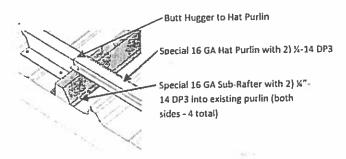


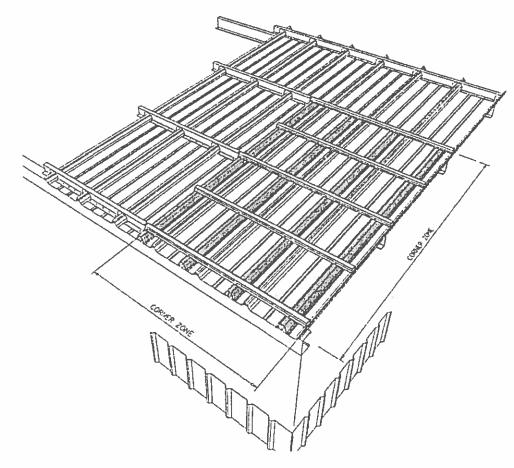


## Step-by-Step Hugger Installation

### Corner and/or Edge Zone Framing Installation using Structural Hats

Dependent on panel clip attachment and wind uplift tested values, usually in higher wind zone areas, Roof Hugger will have to utilize structural 16 GA hat-shaped members to make up the corner and/or edge zone framing. The illustration below explains the difference, but you can review page 59 for more detailed information.







# Standard Construction Details

DETAIL TYPE (2D or 3D) AND ASSEMBLY DESCRIPTION	PAGE NO.	DETAIL NUMBER
Hugger Attachments to existing purlins with various existing and new	roof panel	systems
2D - new over existing panel roofs without insulation	35	HA-01-G
2D - new over existing panel roofs with vented assembly and fiberglass	36	HA-02-GV-F
2D - new over existing panel roofs with vented assembly and rigid insulation	37	HA-02-GV-R
2D – panels with Cor-A-Vent block and fiberglass insulation	38	HA-02-GV-CV
3D – new trapezoidal SSR roof over 12" o.c. "R" panel roof with Cor-A-Vent ventilation block and fiberglass or rigid insulation	39	HA-02-T/R-CV
3D – new "R" or "PBR" panel roof over existing "R" panel roof	40	HA-03-R/R
3D – new trapezoidal SSR roof over existing 12" o.c. "R" panel roof	41	HA-04-T/R
3D – new trapezoidal SSR roof over existing trapezoidal SSR roof	42	HA-04-T/T
3D – new trapezoidal SSR roof over existing vertical rib SSR roof	43	HA-05-T/V
3D - new vertical rib SSR roof over existing vertical rib SSR roof	44	HA-06-V/V
3D - new trapezoidal SSR roof over existing 7.2 Industrial rib panel roof	45	HA-07-T/7.2
3D - new trapezoidal SSR roof over existing corrugated panel roof "Corru-Fit"	46	New Product
3D – new trapezoidal SSR roof over existing 6"-10" o.c. ribbed panel roof	47	HA-09-T/6-10
3D – new trapezoidal SSR roof over trapezoidal SSR roof with thermal spacer and stand-off panel clip	48	HA-10-T50
3D – new trapezoidal SSR roof over vertical rib SSR roof with thermal spacer and stand-off panel clip	49	HA-11-VSO
3D – new trapezoidal SSR roof over vertical rib SSR roof with thermal spacer and stand-off panel clip	50	HA-12-VSO
Hugger and Purlin Strengthening Laps, New Roof Pane) Lap and Lea	n-to Conditi	ons
2D – Hugger at new roof panel endlaps (For foam core insulated panels only)	51	EL-01-G
2D - Hugger at new standard roof panel endlaps (For single skin panels only)	52	EL-02-G
3D – standard Hugger endlap for any gauge purlins and existing 12" O.C. "R" panel roof	53	HL-01-G
3D – special Hugger endlap for 16 and 14 GA purlins for other roof systems	54	HL-02-G16
3D – special Hugger endlap for 12 GA purlins for other existing roof systems	55	HL-03-G12
Hugger Corner/Edge Wind Zone Framing with various existing r	oof panels	N. Sharing and A. Sha
3D – Huggers over existing "R" panel using sub-rafters	56	ZF-01-R
3D – Huggers over existing trapezoidal SSR using sub-rafters	57	ZF-02-T
3D – Huggers over existing vertical rib SSR using sub-rafters	58	ZF-03-V
3D – special "Hat Grid" framing over existing trapezoidal SSR	59	ZF-04-R
Low Eave Conditions with various existing roof panels		
2D - Vented or non-vented with/without gutter - generic panels	60	LE-01-G
3D - new "R" or "PBR" panel roof over existing "R" panel roof	61	LE-02-R/R
3D – new trapezoidal SSR roof over existing "R" panel roof	62	LE-02-T/R
		LL-02-1/K



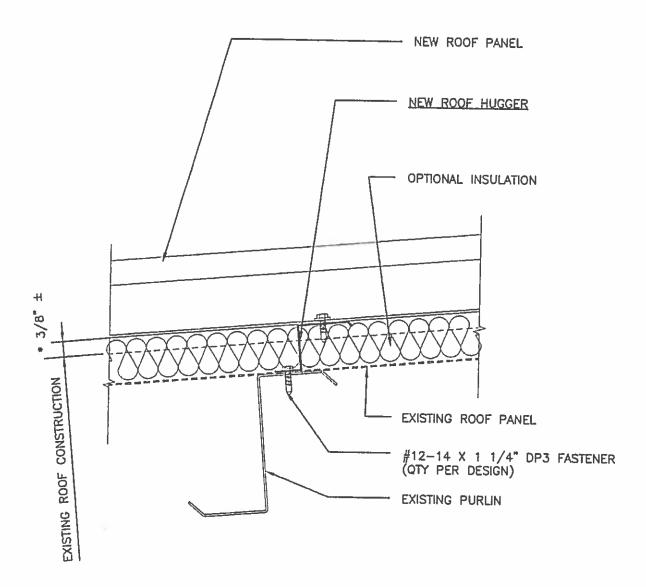
## Standard Construction Details

3D – new trapezoidal SSR roof over existing trapezoidal SSR roof	63	LE-03-T/T
BD — new trapezoidal SSR roof over existing vertical rib SSR roof	64	LE-04-T/V
BD – new vertical rib SSR over existing vertical rib SSR roof	65	LE-05-V/V
BD – new vertical rib SSR over existing "R" panel roof	66	LE-06-V/R
High Eave Conditions with various existing roof panels	ar our	
2D — non-vented high eave with any roof panels	67	HE-01-G
3D – new "R" or "PBR" panel roof over existing "R" panel roof	68	HE-02-R/R
3D – new trapezoidal SSR roof over existing "R" panel roof	69	HE-02-T/R
3D – new trapezoidal SSR roof over existing trapezoidal SSR roof	70	HE-03-T/T
3D – new trapezoidal SSR roof over existing vertical rib SSR roof	71	HE-04-T/V
3D – new vertical rib SSR roof over existing vertical rib SSR roof	72	HE-05-V/V
2D – vented high eave with any roof panels	73	HE-06-GV
Rake Conditions with various existing roof panels	1014	
2D - new "R" or "PBR" panel roof over existing "R" panel roof	74	RE-01-R/R
2D – new trapezoidal SSR roof over existing "R" panel roof	75	RE-02-T/R
2D – new trapezoidal SSR roof over existing trapezoidal SSR roof	76	RE-03-T/T
2D – new vertical rib SSR roof over existing "R" panel roof		RE-04-V/R
2D – new vertical rib SSR roof over existing vertical rib SSR roof	78	RE-05-V/V
Ridges, Hips, Valleys, Roof-to-Wall Conditions and Roof Expans	ion Joint	
2D – non-vented ridge with any new SSR type roof systems	79	RD-01-G
2D – vented ridge with any new SSR type roof systems	80	RD-02-GV
2D – hip for any new SSR type roof systems	81	HP-01-G
2D – valley for any new SSR type roof systems	82	VL-01-G
2D – valley gutter with any new SSR type roof systems	83	VG-01-G
2D – typical Lean-to Step condition or any type roof systems	84	LT-01-G
2D – pitch-break/roof-to-wall with any new SSR type roof systems	85	PB-01-G
2D - rake-to-wall with new trapezoidal SSR roof over existing "R" panel roof	86	RW-01-T/F
2D – rake-to-wall with new trapezoidal SSR roof over existing trapezoidal roof	87	RW-02-T/1
2D - rake-to-wall with new trapezoidal SSR roof over existing vertical rib SSR	88	RW-03-T/\
2D – rake-to-wall with new vertical rib SSR roof over existing "R" panel roof	89	EW-04-V/F
2D – rake-to-wall with new vertical rib SSR roof over existing vertical rib SSR	90	RW-05-V/\
2D – Huggers at existing panel expansion joints – New trapezoldal SSR over existing "R" panel roof	91	EJ-01-T/R

PLEASE NOTE: All standard details were specifically created to illustrate the installation of Roof Hugger's retrofit sub-framing systems only. Even though they include the new metal roof system and its flashing, trim and fastening methods, they are not intended to replace any metal roof manufacturer's recommended details. Refer to your selected metal roof manufacturer's details to comply with their requirements.

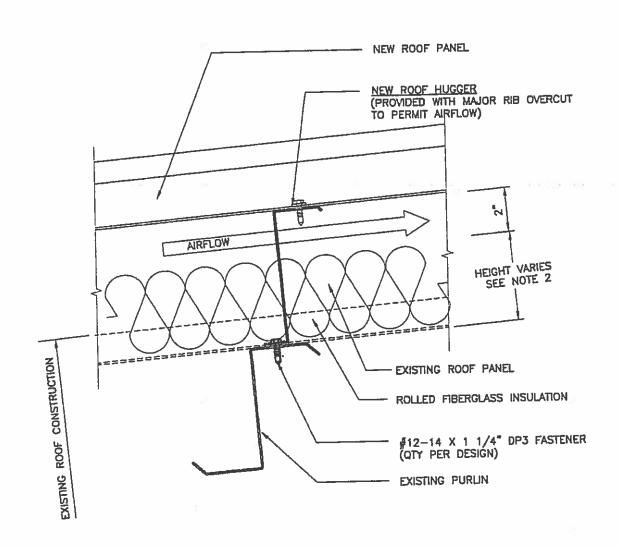


# Hugger Attachment (HA-01-6)



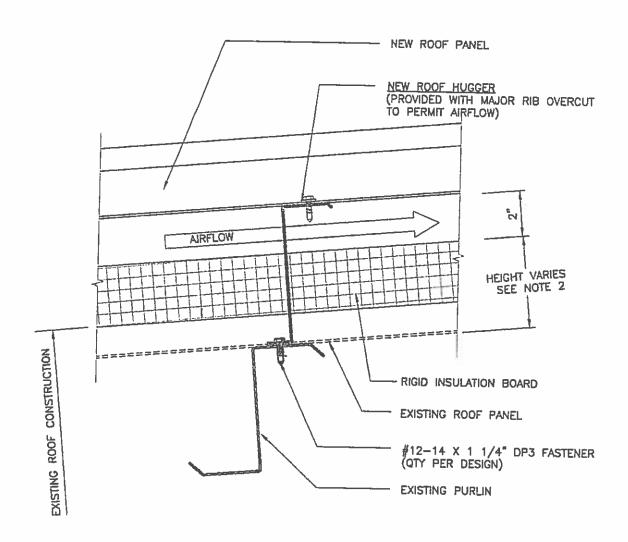
\* ROOF HUGGERS ARE MANUFACTURED TO ALLOW 3/8"-1/2" ABOVE EXISTING PANEL RIB/SEAM. THIS DIMENSION MAY VARY TO ACCOMMODATE MATERIAL UTILIZATION AND SCRAP REDUCTION ON CUSTOM ROOF HUGGERS

- 1. ALL FASTENERS NOT BY ROOF HUGGER UNLESS NOTED OTHERWISE.
- 2. ALL NEW ROOF SYSTEMS INCLUDING PANEL, FASTENERS, TRIM AND ACCESSORIES TO BE INSTALLED PER THAT MANUFACTURER'S STANDARDS.



- 1. ALL FASTENERS NOT BY ROOF HUGGER UNLESS NOTED OTHERWISE
- 2. ROOF HUGGER HEIGHT BASED ON EXISTING ROOF PANEL PROFILE AND NEW INSULATION THICKNESS.
- 3. ALL NEW ROOF SYSTEMS INCLUDING PANEL, FASTENERS, TRIM AND ACCESSORIES TO BE INSTALLED PER THAT MANUFACTURER'S STANDARDS.

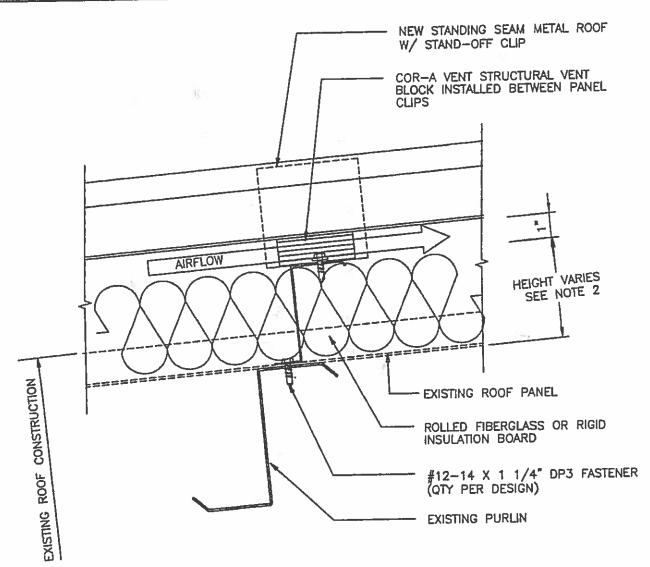
## Hudger Attachment (HA-02-GV-R)



- 1. ALL FASTENERS NOT BY ROOF HUGGER UNLESS NOTED OTHERWISE
- 2. ROOF HUGGER HEIGHT BASED ON EXISTING ROOF PANEL PROFILE AND NEW INSULATION THICKNESS.
- 3. ALL NEW ROOF SYSTEMS INCLUDING PANEL, FASTENERS, TRIM AND ACCESSORIES TO BE INSTALLED PER THAT MANUFACTURER'S STANDARDS.



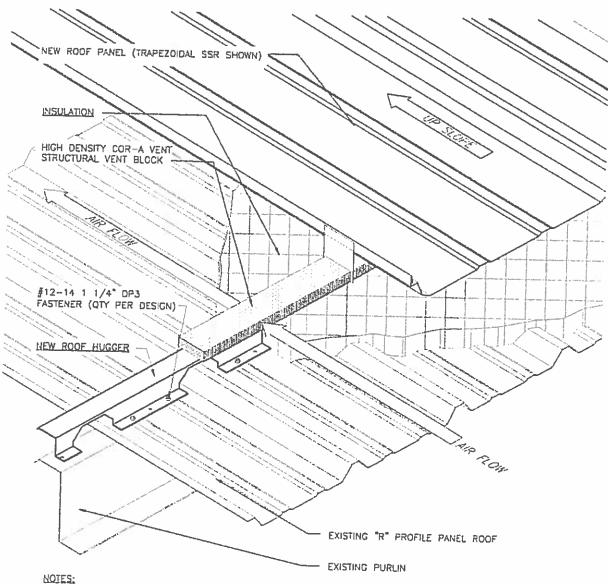
# Hugger Attachment (HA-02-



- 1. ALL FASTENERS NOT BY ROOF HUGGER UNLESS NOTED OTHERWISE
- 2. ROOF HUGGER HEIGHT BASED ON EXISTING ROOF PANEL PROFILE AND NEW INSULATION THICKNESS.
- 3. ALL NEW ROOF SYSTEMS INCLUDING PANEL, FASTENERS, TRIM AND ACCESSORIES TO BE INSTALLED PER THAT MANUFACTURER'S STANDARDS.

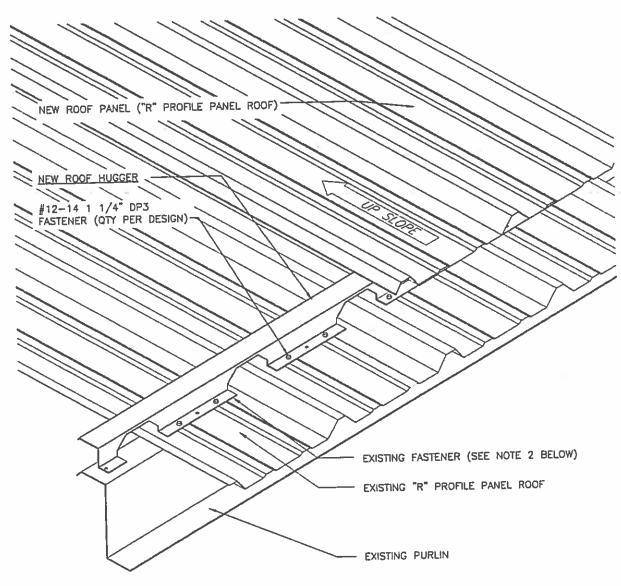


# Hugger Attachment (HA-02-T/R-CV)



- Mil tanks
- 1. ALL FASTENERS NOT BY ROOF HUGGER UNLESS NOTED OTHERWISE
- 2. ALL NEW ROOF SYSTEMS INCLUDING PANEL, FASTENERS, TRIM AND ACCESSORIES TO BE INSTALLED PER THAT MANUFACTURER'S STANDARDS.

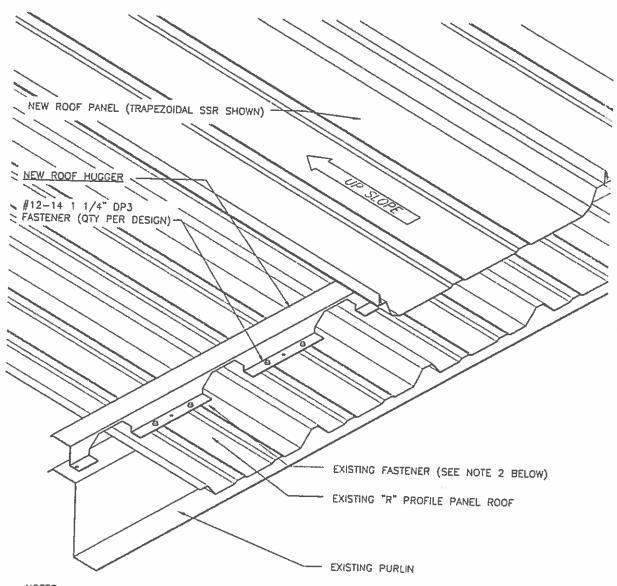




- 1. ALL FASTENERS NOT BY ROOF HUGGER UNLESS NOTED OTHERWISE
- SEE ROOF HUGGER INSTALLATION INSTRUCTIONS FOR INFORMATION CONCERNING EXISTING FASTENERS BEING REMOVED OR LEFT IN PLACE.
- 3. ALL NEW ROOF SYSTEMS INCLUDING PANEL, FASTENERS, TRIM AND ACCESSORIES TO BE INSTALLED PER THAT MANUFACTURER'S STANDARDS.



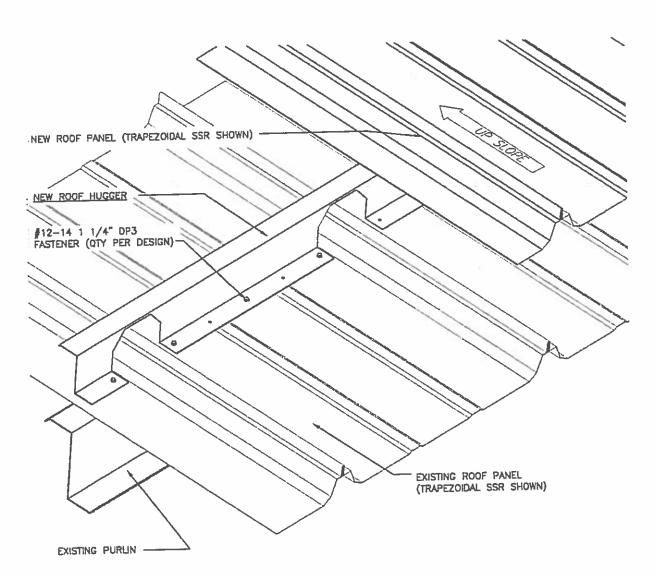
# Hugger Attachment (HA-04-T/R)



- 1. ALL FASTENERS NOT BY ROOF HUGGER UNLESS NOTED OTHERWISE
- 2. SEE ROOF HUGGER INSTALLATION INSTRUCTIONS FOR INFORMATION CONCERNING EXISTING FASTENERS BEING REMOVED OR LEFT IN PLACE.
- 3. ALL NEW ROOF SYSTEMS INCLUDING PANEL, FASTENERS, TRIM AND ACCESSORIES TO BE INSTALLED PER THAT MANUFACTURER'S STANDARDS.



# Hugger Attachment (HA-04-T/T)



- 1. ALL FASTENERS NOT BY ROOF HUGGER UNLESS NOTED OTHERWISE.
- 2. FOR EXISTING TRAPEZOIDAL SSR WITH STAND-OFF CLIP AND THERMAL SPACER, REFER TO DETAIL SHEET HA-10-TSO.
- 3. ALL NEW ROOF SYSTEMS INCLUDING PANEL, FASTENERS, TRIM AND ACCESSORIES TO BE INSTALLED PER THAT MANUFACTURER'S STANDARDS.