

**CITY OF SANTA FE  
GENERAL SERVICES CONTRACT**

Miscellaneous City-Wide On-Call Roofing Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the “City”, and **National Roofing Company, Inc.** herein after referred to as the “Contractor.”

**IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

**1. Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. “You” and “your” refers to **National Roofing Company, Inc.** “We,” “us” or “our” refers to the City and whose accounts are created under this Agreement.

**2. Scope of Work**

A. The contractor shall provide on-call service work, per the direction of the City of Santa Fe via Cooperative Educational Services (CES) Price Agreement Number 2021-11P-G116-12348 for Miscellaneous Roof Inspections, Roof Repairs, Roof Replacements, and Roof Design per their proposal dated March 6, marked as “Exhibit A,” which is attached hereto and made a part thereof. All work will be performed on a time and materials basis. Work shall include loading, removal and disposal of roofing material.

**3. Compensation**

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

<u>Deliverable item:</u>	<u>U/I (unit of issue)</u>	<u>Price</u>
01 Miscellaneous Roofing Services		\$1,000,000.00

The total compensation under this Agreement shall not exceed \$1,000,00.00 excluding New Mexico gross receipts tax.

4. **Payment Provisions**

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

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

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on June 30, 2024. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services

to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

## 7. **Termination**

A. **Grounds.** The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. **Notice; City Opportunity to Cure.**

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

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

## 8. **Amendment**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

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

13. **Inspection of Plant**

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

14. **Commercial Warranty**

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

15. **Condition of Proposed Items**

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

16. **Records and Audit**

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

17. **Appropriations**

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

18. **Release**

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

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the

Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

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

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. **Approval of Contractor Representative(s)**

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

22. **Scope of Agreement: Merger**

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

23. **Notice**

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

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances,

pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

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

26. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-2. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

28. **Limitation of Liability**

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

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request

for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

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

30. **Workers' Compensation**

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

31. **Inspection**

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

32. **Inspection of Services**

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

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:



- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
- (2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
- (2) terminate the contract for default.

### 33. **Insurance**

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

**A. Commercial General Liability** insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

**B. Broader Coverage and Limits.** The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

**C.** Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

### 34. **Impracticality of Performance**

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

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

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

37. **Patent, Copyright and Trade Secret Indemnification**

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

- 1) give the Contractor prompt written notice within 48 hours of any claim;
- 2) allow the Contractor to control the defense of settlement of the claim; and
- 3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

- 2) replace or modify the product or service so that it becomes non-infringing;

or,

3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret

Indemnification; Indemnification; and Limit of Liability” shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor’s company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor’s disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor’s responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

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

41. **Notification**

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

To the City:  
Therese Martinez  
Project Administrator  
City of Santa Fe  
2651 Siringo Road, Blg E/ PO Box 909  
Santa Fe, NM 87504  
[tmartinez@santfenm.gov](mailto:tmartinez@santfenm.gov)  
505-955-5937

To the Contractor:  
Rosio Trujillo  
National Roofing Corporation, Inc.  
6821 Academy Parkway W. NE  
Albuquerque, NM 87109  
[rosio@nationalroofing.com](mailto:rosio@nationalroofing.com)  
505-883-1719

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

42. **Construction Contract Performance and Payment Bond.**

A. When a construction contract is awarded in excess of twenty-five thousand dollars (\$25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the

required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

(1) a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

(2) a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars (\$125,000) or more.

43. **Succession**

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

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

CITY OF SANTA FE:

CONTRACTOR:

National Roofing Company, Inc.



ALAN WEBBER, CITY MAYOR



JACKSON JOHNS, PRESIDENT

DATE: Jun 3, 2023

DATE: 3/20/2023

CRS# 01851145007

Registration # 229899

ATTEST:



KRISTINE BUSTOS MIHELICIC, CITY CLERK  
GB MTG 05/31/2023



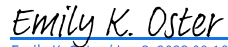
CITY ATTORNEY'S OFFICE:



Marcos Martinez (Mar 7, 2023 13:49 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



Emily K. Oster (Jun 3, 2023 08:16 MDT)

EMILY OSTER, FINANCE DIRECTOR

Various/Various

Org.Name/Org.#

Exhibit A



6821 ACADEMY PARKWAY W. NE ALBUQUERQUE, NM 87109  
P 505 883 3000 F 505 883 1719 INFO@NATIONALROOFING.COM  
NATIONALROOFING.COM

March 6, 2023

TO: City of Santa Fe  
Facilities Division  
Santa Fe, NM 87501

ATTN: J Sam Burnett

FROM: National Roofing  
6821 Academy Parkway W. NE  
Albuquerque, NM 87109

RE: 600 Lincoln Ave

At your request, National Roofing Company (NRC) prepared the following proposal for PO.

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Miscellaneous Roof Inspections, Repairs and Replacement for the City of Santa Fe Facilities.

NMGRT not included.

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**Total: One Million (\$1,000,000.00). PLUS APPLICABLE NMGRT.**

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**Notes**

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

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

Thank you,  
Rosio Trujillo  
[rosio@nationalroofing.com](mailto:rosio@nationalroofing.com)

Company Name: \_\_\_\_\_

Signed By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Contract Award Letter

November 10, 2020

Jackson Johns  
National Roofing Company, Inc.  
6821 Academy Parkway West NE  
Albuquerque, NM 87109

Re: ACCEPTANCE of OFFER and CONTRACT AWARD for:

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**CES RFP 2021-11 for CES Contract # 2021-11P-G116-12348 - Job Order Contracting (JOC) -Roofing Lot 1-Gordian**

Dear Procurement Partner,

Cooperative Educational Services (CES) thanks you for responding to CES RFP 2021-11 solicitation. The responses have been reviewed and it is our pleasure to inform you that your company has been selected to provide the products and services indicated in your response.

The enclosed Acceptance of Offer and Contract Award, in conjunction with the Bid documents that you submitted with your proposal, constitute the Agreement between the parties. Please retain all documents for your records. The term of this Indefinite Quantity Contract Award as defined in NMSA 13-1-63; is for three (3) years from the effective contract award date January 5, 2021 through January 4, 2024, Pursuant to 13-1-150 NMSA.

***It is the vendor's responsibility to keep pricing up-to-date, throughout the life of the contract.***

Sincerely Yours,

Cooperative Educational Services

A handwritten signature in blue ink that reads "David Chavez".

David Chavez  
Executive Director  
Ofc: 505.344.5470  
Fax: 505.344.9343



**ACCEPTANCE OF PROPOSAL  
AND CONTRACT AWARD**

CES RFP NUMBER: 2021-11

RFP DESCRIPTION: Job Order Contracting (JOC) -Roofing Lot 1-Gordian

CES CONTRACT NUMBER: 2021-11P-G116-12348

**CONTRACT**

This contract award is being made by Cooperative Educational Services (“CES”), 4216 Balloon Park Rd. NE, Albuquerque, New Mexico 87109 effective this January 5, 2021, to National Roofing Company, Inc., with its principal office located at 6821 Academy Parkway West NE, Albuquerque, NM 87109 pursuant to the above referenced CES conducted Request for Proposal (“RFP”), or Request for Bids (“RFB”) procurement, and Contract Holder accepts the award and enters into this contract pursuant to the following terms and conditions.

**RECITALS**

Cooperative Educational Services (CES) is a cooperative procurement agency created by a Joint Powers Agreement as authorized by Section 11-1-1, et. seq., N.M.S.A., 1978, and Section 13-1-135 and procures tangible personal property, services and construction services (“Products, Services and/or Construction Services”) pursuant to the New Mexico Procurement Code for the benefit of its Members and Participating Entities. The Members consist of public educational institutions in New Mexico that are signatories to a Joint Powers Agreement establishing CES as their procurement agency. The Participating Entities are governmental and 501(C) (3) organizations that have entered into Participating Entity Agreements with CES which allow them to take advantage of the procurement efforts of CES.

The undersigned (Contract Holder) has successfully responded to a RFP or RFB published by CES in accordance with the Procurement Code, ( 13-1-103, 111, 112), and Contract Holder is being awarded this RFP or RFB contract by CES which allows Contract Holder to offer Products, Services and Construction Services in accordance with the terms and conditions set forth herein and in the RFP or RFB documents and this contract award.

## CONTRACT TERMS

1. The contract term shall be for three (3) years from the effective contract award date January 5, 2021 through January 4, 2024. CES reserves the right to renew the Contract through a written amendment signed by all required signatories, but in any case, the Contract shall not exceed the total number of years allowed pursuant to NMSA 1978 13-1-150. CES reserves the right to offer month-to-month extensions if it is determined by CES to be in the best interest of CES Members/Participating Entities.

2. Contract Holder agrees and acknowledges that the contract terms and provisions are those contained in the above referenced RFP or RFB and agrees to furnish all Products, Services and/or Construction Services in compliance with all terms, conditions, specifications of and amendments to this RFP, IFB or RFB. Contract Holder understands that his obligations under this RFP or RFB contract extend to CES Members and Participating Entities who are third party beneficiaries of this RFP or RFB procurement process. The Members/Participating Entities may negotiate with Contract Holder certain additional terms and conditions relating to the scope of services and other performance details. However, the terms and conditions of the RFP or RFB may not be altered or amended except with the approval of CES and in accordance with the State Procurement Code.

3. Contract Holder acknowledges and agrees that CES' purpose and function is to act as a cooperative procurement agent on behalf of its Members and Participating Entities so that they may take advantage of these procurement efforts. CES does not have any subsequent responsibility relating to the quality and fitness of any Products, or the performance of any Services and Construction Services by Contract Holder. Any purchase orders placed by a CES Member or Participating Entity with Contract Holder directly or through CES and any resulting contract between the Contract Holder and a CES Member or Participating Entity do not create any additional obligations on the part of CES.

4. For transactions which involve CES transmitting purchase orders from a CES Member/Participating Entity to Contract Holder, CES volunteers to act as a payment facilitator to make payments to Contract Holder with funds transferred to CES by the CES Member/Participating Entity in accordance with CES Member/Participating Entity's written instructions and to provide an accounting of all monies paid or received by CES pursuant to this Agreement. CES also volunteers to provide informal mediation services between Contract Holder and CES Member/Participating Entity in the event any dispute arises between them.

5. Contract Holder understand and agree that upon CES' receipt of funds from CES Member/Participating Entity, CES has no right or authority to thereafter apply those funds to any purpose other than as instructed by CES Member/Participating Entity. CES shall incur no liability to Contract Holder except for liability arising from CES' own gross negligence or willful misconduct, to the extent allowed by New Mexico law. Through this procurement process, Contract Holder is authorized to provide the described Products, Services or Construction Services. CES has no obligation or right to involve itself with the manner or method by which Contract Holder provides these Products, Services or Construction Services.

6. To the extent allowed by New Mexico law, Contract Holder agrees to hold CES harmless from all costs, expenses, attorney fees and judgments based upon claims between a CES Member/Participating Entity and Contract Holder in connection with the specified Products, Services or Construction Services provided by Contract Holder

7. Contract Holder agrees that it will not assert any claim against CES in the event that a dispute arises regarding the alleged failure of Contract Holder or CES Member/Participating Entity to perform as provided for in the RFP or RFB documents, any purchase order or other contract between Contract Holder and a CES Member/Participating Entity. This does not include claims against CES based upon the alleged gross negligence or intentional acts of CES.

8. Any liability incurred in connection with this Agreement shall be subject to the immunities and limitations of the New Mexico Tort Claims Act, §§ 41-4-1 et seq, NMSA 1978, as amended.

9. The Recitals are incorporated herein as contract terms.

Agreed effective the above date:

Cooperative Educational Services

National Roofing Company, Inc.

David Chavez

Jackson Johns

Printed Name

Printed Name

By: David Chavez

By: DocuSigned by: Jackson Johns 12/7/2020  
DE6C80E25A5E41D...

Title: Executive Director

Title: President

**ATTACHMENT A  
TO CONTRACT 2021-11P-G116-ALL  
ACCEPTANCE OF PROPOSAL  
AND CONTRACT AWARD**

**GENERAL SCOPE OF WORK AND SPECIFICATIONS  
CES RFP 2021-11 Job Order Contracting (JOC) -Roofing  
Lot 1-Gordian**

**PART I INTRODUCTION**

**A. GENERAL**

The work performed under this solicitation will be set forth in each individual project's detailed specifications or detailed Scope of Work, as agreed upon by the CES Eligible Agency and the Contractor, and that is based on the product, services, or deliverables acquired through this solicitation. The CES General Terms and Conditions and Supplemental Construction Terms and Conditions are a part of this contract.

**B. NOTICE**

Indefinite delivery indefinite quantity (IDIQ) construction contracts` term and thresholds, resulting from this RFP, are pursuant to New Mexico Procurement Code, NMSA, 1978, 13-1-154.1

**PART II SCOPE OF WORK AND SPECIFICATIONS**

**A. SCOPE OF WORK**

Job Order Contracting (JOC) is an Indefinite Delivery Indefinite Quantity (IDIQ) construction delivery method that allows many projects to be completed through a single, publicly competed, competitively awarded contract. This single-solicitation process enables CES Members` projects to start faster and creates partnerships between project owners and awarded contractors, resulting in higher quality work.

CES is seeking highly qualified and experienced roofing and protective coating Contractors to provide asbestos-free systems, products, materials, and related services. The Offeror must demonstrate through their response to this RFP that they possess the necessary qualifications, experience, resources, and capacity required to provide the required products and services within each of the regions that they propose to serve. The scope of work may include, but is not limited to:

1. Consulting with individual CES Agencies to assess and evaluate their existing facilities envelope systems` current functional and operational conditions based on the most recent adopted federal, state, NMPSFA and industry standards and specifications. Based on the assessment and evaluation results, assist the Agencies in determining the required action(s) needed and develop a complete and comprehensive program to maintain, repair, restore or replace the roofing systems and facility envelopes to a good and sound operational condition.

2. Assist individual agencies to design, develop or update existing short-term and long-term facility construction and maintenance plans to allow them to properly manage their facility assets. To implement a comprehensive construction and maintenance program to maintain existing facilities, replace those systems that are no longer maintainable and to suggest energy-efficient, well-performing and cost-effective products and systems for new facility construction.
3. Provide the necessary resources, products, and services to establish and provide a roofing or facility envelope project to provide an energy-efficient, high-quality, cost-effective and functional facility envelope system.
4. Offer and provide the necessary resources required to allow the individual agencies to conduct and perform ongoing inspections, have warranty work done and perform regular preventative maintenance to ensure proper care of the facility's envelope through its stated lifecycle.
5. Provide a complete and comprehensive line(s) of roofing and coating supplies, materials and services required to prepare the individual project site, to install a new envelope, to maintain and repair an existing envelope and tear off, remove and install a new envelope.
6. Therefore, CES is seeking Offeror(s) who have and can make available a variety of options relating to:
  - a. Offering a number of different high-quality and cost-effective manufacturers' products and materials, and complete systems to meet facility and climatic conditions that exist within the State of New Mexico.
  - b. Offering a turnkey (single source) solution that includes, but is not limited to, providing all necessary design and engineering work; obtaining and delivering the required supplies, materials and equipment; and performing all of the services to prepare the site, install and complete the project's scope of work and deliver a finished product that meets or exceeds federal, state and industry standards while meeting the project's requirements.
  - c. Offering those agencies that possess the necessary resources and capacity to perform their own project the needed products, equipment, and services to support and assist the Agency to properly install and complete the project and inspect and certify that the installed solution meets or exceeds industry standards and manufacturer's specifications and have a manufacturer's warranty issued for the completed project.
7. Offering a complete and comprehensive ongoing maintenance and repair program that ensures the Eligible Agencies that timely and regular inspections are done, and, when required, warranty or repairs are completed to keep and maintain the facility's envelope in good condition throughout its lifecycle.
8. Offering and providing the agency's staff with the training, technical support, maintenance instructions, supplies and equipment for them to properly maintain and protect their investment throughout its lifecycle.
9. Responses can be made for any of the major roofing or protective coating systems requested herein, as long as the provider possesses the resources and capacity to provide all necessary products, equipment and support services required to assess current site conditions; design a solution, provide a manufacture solution, deliver and install the solution; provide a manufacturer's warranty covering the solution; and provide ongoing maintenance and repair and support services,

as needed. Under the terms of this solicitation, CES reserves the right to accept or reject Offeror's responses that do not offer a complete and comprehensive solution for those areas requested herein.

10. All roof or facility envelope systems must meet all applicable federal, state, and local regulatory requirements and NMPSFA's stated minimum roofing standards. Any deviations, such as the use of proprietary designs of the prime Contractor or special construction for regional climatic conditions, must be identified in this response and must be the prime Contractor's best and most stringent assemblies. Except for roofs placed on temporary buildings, all designs in this Category will be for systems with a life of 15 or more years. If the roofing manufacturer will not warranty and be willing to provide ongoing technical support on the roofing systems offered for at least 15 or more years, it will not be permitted under this contract.

The Contractor will furnish all management, documentation, labor, materials, and equipment needed to perform and complete the scope of work stated for each individual project requested under this RFP. A contract awarded as a result of this solicitation is not project specific. Successful Offerors will market their CES contract to CES Members and Participating Entities for the work.

C. SUPPLEMENTAL REQUIREMENTS TO THE SCOPE OF WORK

These supplemental conditions are to be adhered to in addition to the CES General Terms and Conditions and CES Supplemental Terms and Conditions specified in the RFP for either Category or Lot(s) if awarded a contract.

1. Unless otherwise specified, the Contractor shall supply all labor, services, tools and equipment necessary to complete specific job order tasks in accordance with proper construction standards and practices; and shall complete projects as implied either from the project drawings or specifications. Architectural and engineering services may be required periodically. If so, the architectural and engineering fees will be agreed upon by the CES Eligible Agency with a customary and reasonable markup for the acquiring the services and executing the work per the A/E instructions.
2. At the issuance of each project or job order under this contract, the CES Eligible Agency and Contractor shall discuss the issues of access and special requirements that are to be observed during the execution of the work.
3. The Contractor shall perform the construction work in accordance with this contract, including provisions of all pricing, management, drawings, documents, labor, materials, supplies, parts, transportation, facilities, supervision, and equipment needed to complete each project.
4. Contractor shall maintain accurate and complete records, files, and documents to include state and local laws, ordinances, rules, regulations, manufacturers' instructions, and recommendations which are necessary and related to the work to be performed.
5. The Contractor will clearly identify each individual product and service and its cost in accordance with the pricing methodology as allowed in this RFP. A detailed price and cost submittal with all options that need to be considered will be submitted to the CES Eligible Agency in the format required by this RFP.
6. The Contractor shall prepare and submit required reports, maintain current record drawings, and submit required information to the CES Eligible Agency. The Contractor will provide materials lists to include model, trade names and brand names and ratings (if applicable) for all materials necessary to complete the job. If CES or the CES Eligible Agency requests any information, the records and files will be made available to them.

7. The Contractor may be required to provide minor architectural, structural, mechanical, electrical, civil, or other engineering services for small performance-based scopes of work as requested by the CES Eligible Agency or as required for filings or permits. The services shall be provided by architects or engineers registered and insured in the State of New Mexico to practice in the professional field required. Professional liability coverage shall be at least \$500,000. All documents prepared by architects, consultants, and engineers for the Contractor under this contract are subject to review by the CES Eligible Agencies and NMPSFA, when applicable.
8. The procedure for initiating a specific job order under the CES Gordian JOC program is as follows:
  - a. The CES Eligible Agency may award an individual project to any selected Contractor. Selection of the Contractor and award of the project may be based on one or more of the following criteria:
    - a.1. Evaluation of past and current performance on projects of a similar nature and type of work, project size, construction management challenges, schedule performance, etc.
    - a.2. Owner schedule and the availability and current workload of preferred Contractor.
    - a.3. Management of project dollar volume within bonding limitations of the Contractor.
    - a.4. Price, as it relates to the CES Eligible Agency's independent cost estimate or to an offer from any other contractor.
    - a.5. Contractor's responsiveness to the CES Eligible Agency for other projects.
    - a.6. Other appropriate criteria as deemed in the best interest of the CES Eligible Agency.
  9. The CES Eligible Agency and the Contractor will schedule a site visit to discuss and develop a scope of work, determine the project requirement, and compile all pertinent documents. From this meeting, the Contractor and CES Eligible Agency shall come away, at a minimum, with the following:
    - a. The general scope of work
    - b. Existing site conditions
    - c. Definition and refinement of requirements
    - d. Detailed scope of work
    - e. Establishing requirements for design drawings, sketches, submittals, catalogue cuts, samples, shop drawings, etc.
    - f. Tentative construction schedule (bar chart or critical path method [CPM] schedule)
    - g. Preliminary quantity estimates
    - h. Proposal due date
    - i. Methods and alternatives for accomplishing work
    - j. Access to the site and protocol for admission
    - k. Staging area
    - l. Presence of hazardous materials
    - m. Liquidated damages
  10. Upon completion of the joint scope process, the Contractor will prepare and submit a draft of the detailed scope of work, referencing any attachments required to accurately document the work to be accomplished for the CES Eligible Agency to review and approve, amend or reject. The detailed scope of work, unless modified and agreed to by both the Contractor and the CES Eligible Agency, will be the basis on which the Contractor will develop its Price proposal and submit it to the CES Eligible Agency for its final acceptance or rejection. The Contractor does not have the right to refuse to perform any task or any work required for the successful delivery of the project.
    - a. The Contractor's Proposal shall include the following:
      - a.1) Cost of the Work including Bonds and NMGRT

- a.2) Required drawings or sketches
- a.3) List of anticipated Subcontractors
- a.4) Construction schedule
- a.5) Calculations
- a.6) Special insurance, if required.
- a.7) For special equipment, a copy of the warranty document, if required.
- b. Other requested documents:
  - b.1) Catalog cuts, specifications, technical data, drawings, or other information as required to evaluate the task.
  - b.2) If the Contractor will perform the work with its own forces, or if the work is to be subcontracted, the Contractor shall not submit a quote or bid from any supplier or subcontractor that the Contractor is not prepared to use. CES Eligible Agency may require additional quotes and bids if the suppliers or subcontractors are not acceptable or if the prices are not reasonable. If three quotes or bids cannot be obtained, the Contractor will provide the reason in writing for the Owner's approval. If approved, less than three quotes or bids will be allowed.
  - b.3) The final price submitted for Non-Pre-priced Tasks shall be in accordance with the following formula:  
For Non-Pre-Priced Tasks Performed with Contractor's Own Forces:  
A = The hourly rate for each trade classification not in the Construction Task Catalog® multiplied by the quantity.  
B = The rate for each piece of Equipment not in the Construction Task Catalog® multiplied by the quantity.  
C = Lowest of three independent quotes for all materials.  
Total for a Non-Pre-priced Tasks performed with Contractor's Own Forces = (A+B+C) x Non-Pre-priced Task Adjustment Factor  
For Non-Pre-Priced Tasks Performed by Subcontractors:  
If the Non-Pre-priced Task is to be subcontracted, the Contractor must submit three independent quotes for the work.  
D = Lowest of three Subcontractor Quotes  
Total Cost for Non-Pre-priced Tasks performed by Subcontractors = D x Non-Pre-Priced Task Adjustment Factor
- b.4) After a Non-Pre-priced Task has been approved by CES, the Unit Price for such task will be established, and fixed as a permanent Non-Pre-priced Task which will no longer require price justification.
- b.5) The CES Eligible Agency's determination as to whether a task is a Pre-Priced Task, or a Non-Pre-priced Task shall be final, binding and conclusive as to the Contractor.
- 11. Contractor shall make the necessary arrangements for and obtain all filings and permits required for the Work, including the preparation of all drawings, sketches, calculations and other documents and information that may be required therefor. If the Contractor is required to pay an application fee for filing a project, a fee to obtain a building permit, or any other permit fee to the City, State or some other governmental or regulatory agency, then the amount of such fee paid by the Contractor for which a receipt is obtained shall be treated as a Reimbursable Task to be paid without mark-up. The cost of expediting services or equipment use fees are not reimbursable.
- 12. The Contractor shall provide incidental engineering and architectural services required for a Job Order including drawings and information required for filing.
- 13. The Contractor's Price Proposal shall be submitted by the date indicated at the Joint Scope meeting.



All incomplete Price Proposals shall be rejected. The time allowed for preparation of the Contractor's Price Proposal will depend on the complexity and urgency of the project but should average between seven and fourteen days. On complex projects that may require incidental engineering/architectural drawings and approvals and permits, allowance will be made to provide adequate time for preparation and submittal of the necessary documents.

14. Under no circumstances, regardless of an emergency to include minor maintenance and repair projects requiring immediate completion, shall the Contractor proceed with the work without a Purchase Order from CES.

15. By submitting a Price Proposal to the CES Eligible Agency, the Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Proposal at the price submitted. It is the Contractor's responsibility to include the necessary tasks and quantities in the Price Proposal and apply the appropriate PH&P prior to delivering it to the CES Eligible Agency.

16. If the Contractor requires clarifications or additional information regarding the scope of work to prepare the Price Proposal, the request must be submitted timely so that the work is not delayed.

17. Review of the Proposal and Issuance of CES Purchase Order.

a. The CES Eligible Agencies representative will evaluate the Contractor's Price Proposal, and proposed tasks, and compare these with the cost estimate of the detailed scope of work to determine the reasonableness of approach, including the nature and quantity of tasks proposed.

b. The Contractor may choose the means and methods of construction; subject however, to CES Eligible Agency's right to reject any means and methods proposed by the Contractor that:

b.1) Will constitute or create a hazard to the work, or to persons or property; or

b.2) Will not produce finished Work in accordance with the terms of the Contract; or

b.3) Unnecessarily increases the price of the project when alternative means and methods are available.

18. The CES Eligible Agency reserves the right to reject a Price Proposal or cancel a Project for any reasonable reason and with written notification. CES Eligible Agency also reserves the right not to issue a Purchase Order to CES if it is determined to be in the best interests of CES Eligible Agency. CES Eligible Agency may perform such Work by other means. The Contractor shall not recover any costs arising out of or related to the development of the Price Proposal including but not limited to the costs to attend the Joint Scope Meeting, review the Detailed Scope of Work, prepare a Price Proposal (including incidental architectural and engineering services), subcontractor costs, and the costs to review the Price Proposal with CES Eligible Agency.

19. By submitting a Price Proposal to the CES Eligible Agency, the Contractor agrees to accomplish the Detailed Scope of Work at the lump sum price submitted. It is the Contractor's responsibility to include the necessary breakdown of quantities, time, materials, etc., in the Price Proposal and to delivering the final project to the CES Eligible Agency.

20. Each Project shall reference the Detailed Scope of Work and set forth the Contractor CES Contract pricing and stated completion time for the project. All clauses of this Contract shall be applicable to each Project. CES Purchase Order delivered to the Contractor constitutes CES Eligible Agency's acceptance of the Contractor's Price Proposal.

21. CES will review all information submitted and, if CES finds the Price Proposal in compliance with the terms, conditions, specifications, and Contractor Pricing, CES will issue the Contractor a CES purchase order, which is considered Contractor's notice to proceed. The Price Proposal shall include all documents relating to the identified project. The CES purchase order, signed by and delivered to the Contractor, constitutes CES and its Agency's acceptance of the Contractor's proposal. A signed copy will be provided to the

Contractor. Upon receipt of the CES Purchase Order, the Contractor shall provide the CES Eligible Agency and CES, a Certificate of Insurance naming the CES Eligible Agency as co-insured, and if applicable 100% Performance and 100% Payment Bonds for the project. Upon receipt of these documents, the Contractor may proceed with the work.

22. The Contractor will prepare and submit with each proposal a bar chart or CPM schedule setting forth the manner and sequence of the work. The Contractor shall schedule the work in accordance with the time duration set forth in the Price Proposal.

23. Changes in the work shall be dealt with by a Supplemental Price Proposal and amendments to the CES Eligible Agency and CES Purchase Orders, respectively. Additional Time will be negotiated as appropriate for the scope of work.

24. Notice to Proceed: The Contractor will not begin work on a Project under any circumstances until CES' purchase order is issued and all documents relating to that job order are signed by CES, its Eligible Agency and the Contractor and Notice to Proceed has been issued to the Contractor.

25. Provide Fixed Hourly Rates to be used in your Price Proposal as follows:

1) Normal Working Hours (Defined as 7:00 a.m. to 5:00 p.m. Monday-Friday) (Outside Tribal Lands).

(a) One for work in normal hours when the total project cost (job order) more than \$60,000, requiring state wage rates.

(b) One for work in normal hours when the total project cost (job order) is less than \$60,000 and does not require state wage rates.

2) Other Than Normal Working Hours (Defined as all hours not defined as normal hours above) (Outside Tribal Lands).

(a) One for work in other than normal working hours when the total project cost (job order) more than \$60,000, requiring state wage rates.

(b) One for work in other than normal working hours when the total project cost (job order) is less than \$60,000 and does not require state wage rates.

3) Project Funded by Federal Funds or on Tribal Lands Performed During Normal Working Hours (Defined as 7:00 a.m. to 5:00 p.m. Monday-Friday)

(a) One for work in normal working hours when the total project cost (job order) is more than \$2,000, requiring federal wage rates.

26. Calculate Overhead and Profit to include the following:

a. All general cost (General Conditions) such as home office overhead; all types of insurance, fringe benefits, payroll taxes, worker's compensation etc.; site visits; project meetings and owner support services; project development; project office staff, supplies, equipment and paperwork; inspection and testing fees; training; supervision; JOC System License Fee; payment and performance bonds; project mobilization and close-out and other related costs.

b. Plan Checking and Permit Fees: Include as part of the response any plan checking fee as charged by any municipality, county or state government (or any other applicable entity or agency with jurisdiction over the project) for checking contract documents prior to obtaining a building permit. Include in your response all costs incurred for permits relating to this requirement.

Note: Offerors and Subcontractors whose home location is in one region and the project is in another must build into their adjustment factor the above costs associated for doing projects in other regions. No general conditions relating to the above items will be allowed in a project's proposal unless it is submitted and approved in advance by the CES Eligible Agency CES.

#### D. QUOTES AND PROPOSALS

All proposals submitted to a CES Eligible Agency under this RFP will be based on the pricing methodology described and stipulated within each Category and Lot of this RFP specific to the Contractor's response and awarded contract. The NM Construction Industries Division Licensing and Regulation no longer requires a CID license to perform the work described herein.

1. Contractor will adhere to the CES Business Office process to provide the required construction paperwork before CES will issue the first Payment to Contractor to include the following:

Project that exceeds \$25,000 → 100% Performance and Payment bond

Project that exceeds \$60,000 → State Wage Decision

Note: Federal Wage Decision (Davis Bacon) required for projects starting at \$2000 when federal funds are being used. Please ask the CES Eligible Agency before preparing your quote if there are any federal dollars being used on the project.

- Subcontractor Listing Form → ½ of 1% of Project or \$5,000, whichever is greater
- Subcontractor Bond to GC for the Work that exceeds \$125,000 → Provide CES with a copy of Subcontractor Bonds

Notification of Award – Must provide estimated start/end dates of project if not using a formal industry standard agreement between the Owner and Contractor, such as AIA, PSFA, or CES Three-Party Agreement.

- Statement of Intent to Pay Prevailing Wages (SOI\*)
- Affidavit of Wages Paid (AWP) Needed at time of FINAL Payment\*
- Architect Stamp – for any Roofing Project

\*SOI and AWP are needed from the General Contractor and all Subcontractors. Every Subcontractor must be registered with NM Workforce Solutions at the time they are awarded the project, or they are NOT ELIGIBLE to be used on the project.

#### E. PURCHASES BY CES ELIGIBLE AGENCIES

a. CES Eligible Agencies may purchase construction services from the Contractor utilizing this Contract. If the Contract is utilized by CES Eligible Agencies, the Contractor agrees to pay Gordian a 6.25% JOC System License Fee (License Fee) and a 1.25% Administrative Fee due and payable within five (5) days from the date the Contractor receives payment. License Fees not paid by the specified deadline shall bear an interest rate of 1½% per month until paid. The Contractor shall include the License Fee in its Adjustment Factors. Gordian and the Contractor shall mutually utilize ezIQC® to track utilization, fees, and payments. The Contractor shall have no claim or right to any portion of the License Fees. Failure to pay License Fees in a timely manner shall be considered a material breach of this Contract and, at CES's sole discretion, may be deemed grounds for termination of this Contract.

b. CES and Gordian authorize the Contractor the use of CES's and Gordian's names, logos, trademarks, and CES' and Gordian provided materials solely for the presentation and promotion of the availability and use of this Contract by CES Eligible Agencies. The Contractor authorizes CES and Gordian the use of the Contractor's name, logos, trademarks, and Contractor provided materials in the presentation and promotion of the availability and use of this Contract by CES Eligible Agencies.

- c. CES and Gordian shall not be liable or responsible for any obligation, including, but not limited to, payments due under a Job Order, Purchase Order or similar purchasing document issued to the Contractor by the Entity (“Purchase Order”)
- d. Remittance of License Fees: The Contractor shall remit License Fees as follows:  
Payments Made Payable to: The Gordian Group, Inc.  
Mail Checks to: The Gordian Group, Inc.  
PO Box 79341  
Baltimore, MD 21279-0341
- e. The Contractor shall, within two (2) business days of receipt of a Purchase Order from an Entity, provide notification to CES and Gordian of each Purchase Order by forwarding a copy of the Purchase Order via email to PO@ezlQC.com or via facsimile to (864) 233-9100
- f. The Contractor shall, within two (2) business days of sending an invoice to an Entity, provide notification to CES and Gordian of each invoice by forwarding a copy of the invoice via email to Invoice@ezlQC.com or via facsimile to (864) 233-9100
- g. CES and Gordian may request records from the Contractor for all cooperative purchasing through this Contract and payment of all License Fees. The Contractor hereby agrees and authorizes CES Eligible Agencies to provide a copy of each Purchase Order issued to Gordian. If discrepancies exist between cooperative purchasing activity and License Fees paid, CES or Gordian will provide written notification to the Contractor of discrepancies and allow the Contractor ten (10) days from the date of notification to resolve the discrepancy. In the event the Contractor does not resolve the discrepancy to the satisfaction of CES and/or Gordian, CES and/or Gordian reserve the right to engage a third party to conduct an independent audit of the Contractor's records and, in the event Contractor is not in compliance with this Contract, Contractor shall reimburse the appropriate party for the cost and expense related to such audit.

Note: The adjustment factors for Other than Normal Working Hours must be equal to or greater than the respective Adjustment Factors for Normal Working Hours.

### PART III GORDIAN CATEGORICAL SCOPE OF WORK

Upon request by a CES Eligible Agency and at no cost to CES or the CES Eligible Agency, the Contractor will arrange a meeting with the Agency to review the scope of construction products and services to be provided, project’s location, conditions and timelines, the CES Agency’s requirements and expectations to gather the information required to prepare the necessary paperwork and cost proposal to enable the Agency to make a decision whether or not to proceed with the proposed project.

A. As part of the joint scope of work meeting, the Contractor will perform a preliminary investigation to develop the project’s detailed scope of work. The Contractor shall determine if the project is being funded in part or in whole by the CES Agency, the Federal Government or NMPSFA. The Contractor shall communicate with all parties that have been identified as co-owner’s representatives.

B. Based on the information obtained from the owner’s designated representative(s), and the Contractor’s evaluation and review of the project’s documentation and detailed scope of work, the Contractor will prepare a detailed cost proposal covering the services, materials, equipment and other related items needed to initiate and complete the proposed project’s detailed scope of work. This will include, but is not

limited to, the estimated timelines, terms, conditions and specifications of performance, warranties, etc., with their associated costs.

C. The Contractor will clearly identify each individual product and service and its cost in accordance with the pricing methodology as allowed under Gordian. A detailed price and cost submittal with all options that need to be considered will be submitted to the CES Eligible Agency in the format required by this RFP.

D. The Contractor will clearly identify which of the proposed products and services will be provided by its employees and which items it intends to subcontract. The Contractor will provide a list of all subcontractors with their contact information, NMCID license information, type of products and services provided and dollar value of work to be performed. If applicable, include the subcontractors NMDWS registration number.

E. The CES Eligible Agency reserves the right to accept or reject any project proposal submitted by Contractor.

F. The Contractor may be asked by the CES Eligible Agency to work with them to modify the proposal to meet their needs or available resources. Any changes should be clearly identified in writing so the CES Eligible Agency clearly understands the impact such changes may have on the project outcome or overall quality of the project.

G. On the acceptance of the project proposal, the Contractor and the CES Eligible Agency will need to create and file all required documents with CES, with all appropriate state and local governing authorities, and acquire permits and authorization. If required, the Contractor will complete and sign a CES or CES/NMPSFA third-party agreement between the buyer, Contractor, and owner. If an additional contract is completed between the Contractor and CES Eligible Agency, the Contractor will submit a copy of the signed contract along with its project and cost proposal to CES. CES will verify the pricing to be in accordance with the RFP pricing and will issue a CES purchase order to the Contractor.

H. The Contractor must provide the owner a complete scope of work which includes a description of the work to be performed by the Contractor, the subcontractor and the owner prior to the issuance of a purchase order.

I. In any contract between the Contractor and an owner based on this RFP, all CES General Terms and Conditions, CES Supplemental Terms and Conditions for Construction, Federal Terms and Conditions when applicable, and all the Categorical Scope of Work requirements will prevail.

J. The Contractor, upon receipt of the CES purchase order, will provide CES with a copy of any applicable performance and payment bonds for the Contractor and any subcontractors, finalized project timelines, schedules of values, the NMDWS paperwork and additional required documents.

K. Any Supplemental Job Orders or modifications to the project will occur only with written approval of CES, the CES Eligible Agency and the Contractor.

L. GORDIAN Individual Project - Price Proposal Preparation

When preparing a Job Order Proposal for this Lot, the Contractor shall utilize the following Adjustment Factors to prepare their Job Order Price Proposals for individual job order projects.

1. All Unit Prices listed in the Construction Task Catalog® are priced at a net value of 1.0000. The Adjustment Factors shall be an increase or decrease to all the Unit Prices listed in the Construction Task Catalog®. For example, 1.1000 would be a 10% increase to the Unit Prices and 0.9500 would be a 5% decrease to the Unit Prices. Bidders who submit separate Adjustment Factors for separate Unit Prices will be considered non-responsive and their bid will be rejected.

2. Gordian Adjustment Factor: The Contractor's competitively bid price adjustment to the unit prices as published in the Construction Task Catalog®. Contractors must bid nine (9) adjustment factors as follows:

1) Normal Working Hours (Defined as 7:00 a.m. to 5:00 p.m. Monday-Friday) (Outside Tribal Lands).

(a) One for work in normal hours when the total project cost (job order) in excess of \$60,000, requiring state wage rates.

(b) One for work in normal hours when the total project cost (job order) is less than \$60,000 and does not require state wage rates.

2) Other Than Normal Working Hours (Defined as all hours not defined as normal hours above) (Outside Tribal Lands).

(a) One for work in other than normal working hours when the total project cost (job order) in excess of \$60,000, requiring state wage rates.

(b) One for work in other than normal working hours when the total project cost (job order) is less than \$60,000 and does not require state wage rates.

3) Project Funded by Federal Funds or on Tribal Lands Performed During Normal Working Hours (Defined as 7:00 a.m. to 5:00 p.m. Monday-Friday)

(a) One for work in normal working hours when the total project cost (job order) is in excess of \$2,000, requiring federal wage rates.

(b) One for work in normal working hours when the total project cost (job order) is less than \$2,000 and does not require federal wage rates.

4) Project Funded by Federal Funds or on Tribal Lands Performed Outside Normal Working Hours (Defined as all hours not defined as normal hours above)

(a) One for work in other than normal working hours when the total project cost (job order) is in excess of \$2,000, requiring federal wage rates.

(b) One for work in other than normal working hours when the total project cost (job order) is less than \$2,000 and does not require federal wage rates.

Note: Adjustment factors (3) and (4) are utilized for projects funded by federal funds and require Davis Bacon Wage Rates or for projects located on tribal lands.

#### 5) Non-Pre-Priced Tasks

Note: The adjustment factors for Other than Normal Working Hours must be equal to or greater than the respective Adjustment Factors for Normal Working Hours.

#### 6) Performance & Payment Bond Cost

This % represents the cost the vendor incurs to provide a performance and Payment bond to the CES Eligible Agency for an individual project when it is required. The cost of the performance and payment bonds shall be included as part of the Adjustment Factor.

#### 7) Offeror Support for CES Pricing

The % discount placed here is the same discount offered on the Cost page(s). The amount offered here will be assigned points for evaluation purposes.

4. All adjustment factors are expressed as an increase or decrease from the published prices.

5. When offering an adjustment factor, the Offeror must include in its factor:

a. All general cost (General Conditions) such as home office overhead; all types of insurance, fringe benefits, payroll taxes, worker's compensation etc.; site visits; project meetings and owner support services; project development; project office staff, supplies, equipment and paperwork; inspection and testing fees; training; supervision; JOC System License Fee; payment and performance bonds; project mobilization and close-out and other related costs.

b. Plan Checking and Permit Fees: Include as part of the response any plan checking fee as charged by any municipality, county or state government (or any other applicable entity or agency with jurisdiction over the project) for checking contract documents prior to obtaining a building permit. Include in your response all costs incurred for permits relating to this requirement.

Note: Offerors and Subcontractors whose home location is in one region and the project is in another must build into their adjustment factor the above costs associated for doing projects in other regions. No general conditions relating to the above items will be allowed in a project's proposal unless it is submitted and approved in advance by Gordian and CES.

6. Annual Update to the Construction Task Catalog®:

a. The Construction Task Catalog® issued as part of the bid documents will be in effect for the first year of the Contract.

1) Prior to each anniversary of the effective date of the Contract, an updated Construction Task Catalog® will be provided to Contractor for review. Once finalized, the updated Construction Task Catalog® will be effective for one year and will only be used for Job Orders issued during that year.

- 2) The Adjustment Factors bid will remain in effect for the duration of the Contract.
- 3) The Contractor shall use the Construction Task Catalog® in effect on the date the Price Proposal is due.
- 4) The Contractor cannot delay submitting a Price Proposal to take advantage of a scheduled update of the Construction Task Catalog®. In that event, the Contractor shall use the Construction Task Catalog® that would have been in effect without the delay.



**ATTACHMENT B  
TO CONTRACT 2021-11P-G116-ALL  
ACCEPTANCE OF PROPOSAL  
AND CONTRACT AWARD**

**PRICING**

A. CES Members and Participating Entities will pay Contractor for Job Order Contracting (JOC) -Roofing Lot 1-Gordian rendered at the rates set forth as part of Attachment B and all other pricing documentation approved by CES.

B. **New Technology and Products:** New products or related services announced by the manufacturer and/or Contractor may be added to this existing contract. Pricing shall be equivalent to the percentage discount of other products. Contractors may replace or add product lines to an existing contract, if the line is replacing previous products; is substantially superior to the original products offered; is discounted in a similar or to a greater degree; and if the products meet the requirements of the original RFP. No products may be added to avoid competitive procurement procedures. CES is responsible for approving any new product, service or technology for this contract. CES can reject any approved additions, any new product, service or technology for this contract, without cause.

RFP 2021-11 1 - Roofing	Lot	<b>Gordian - Lot #1</b>
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National Roofing Company Inc.

Company Name:

Product Name	Product Description	Cost Adjustment Factor	Region 1 Includes Gordian Fee and CES Admin Fee 7.50%	Region 2 Includes Gordian Fee and CES Admin Fee 7.50%	Region 3 Includes Gordian Fee and CES Admin Fee 7.50%	Region 4 Includes Gordian Fee and CES Admin Fee 7.50%	Region 5 Includes Gordian Fee and CES Admin Fee 7.50%	Region 6 Includes Gordian Fee and CES Admin Fee 7.50%	Region 7 Includes Gordian Fee and CES Admin Fee 7.50%	Region 8 Includes Gordian Fee and CES Admin Fee 7.50%
Normal Hours Requiring State Wage Rates (Outside Tribal Land)	Normal Working Hours (Defined as 7:00 a.m. to 5:00 p.m. Monday-Fridays)(Outside Tribal Land). Factor for work in normal hours when the total project cost (job order) is in excess of \$50,000, requiring state wage rates.	Cost	1.4211	1.4061	1.4211	1.3194				1.4361
Normal Hours Not Requiring State Wage Rates (Outside Tribal Land)	Normal Working Hours (Defined as 7:00 a.m. to 5:00 p.m. Monday-Fridays)(Outside Tribal Land). Factor for work in normal hours when the total project cost (job order) is less than \$50,000, not requiring state wage rates.	Cost	1.4211	1.4061	1.4211	1.3194				1.4361
Other Than Normal Hours Requiring State Wage Rates (Outside Tribal Lands)	Other Than Normal Working Hours(Outside Tribal Land) (As defined in the RFP documents). Factor for work performed in other than normal hours when the total project cost (job order) is in excess of \$50,000, requiring state wage rates.	Cost	1.5267	1.5117	1.5267	1.4250				1.5417
Other Than Normal Hours Not Requiring State Wage Rates (Outside Tribal Lands)	Other than Normal Working Hours (Outside Tribal Lands) (As defined in the RFP documents). Factor for work performed in other than normal hours when the total project cost (job order) is less than \$50,000, not requiring state rates.	Cost	1.5267	1.5117	1.5267	1.4250				1.5417
Project Funded by Federal Funds or on Tribal Land During Normal Working Hours	Normal Working Hours (Defined as 7:00 a.m. to 5:00 p.m. Monday-Fridays). Factor for work in normal hours when project cost (job order) is in excess of \$2,000, requiring federal wage rates and involves Federal Funds.	Cost	1.5517	1.5367	1.5517	1.4500				1.5667
Projects Funded by Federal Funds or on Tribal Lands Performed Outside Normal Working Hours	Other than Normal Working Hours (As defined in the RFP). Factor for work in other than normal working hours when project cost (job order) is in excess of \$2,000, requiring federal wage rates and involves Federal Funds.	Cost	1.5617	1.5517	1.5617	1.4600				1.5767
Non-Pre-Priced	Non Pre-Priced (As defined in the RFP documents). An item of work required by the detailed scope of work, but not included in the Construction Task Catalog®. If architectural and engineering services are required, they will be priced as a non pre-priced task.	Cost	1.4317	1.4167	1.4317	1.3300				1.4467
Performance & Payment Bond Cost	This represents the cost the vendor incurs to provide a performance and payment bond to the Member for an individual project when it is required. The Offeror is to indicate the percentage rate charged on the total cost of an individual project to obtain a bond, and the documentation to substantiate the rate, that is, two percent (2%). <b>Information only, this is included in your cost adjustment factor.</b>	Percent	1.50%	1.50%	1.50%	1.50%				1.50%
Offeror's Support for CES Pricing	Offeror's Support for CES Pricing. Percent of difference between CES price and individual entity price. Same as Form F.	Percent	2.00%	2.00%	2.00%	2.00%				2.00%





# City of Santa Fe, New Mexico


## Memorandum



**DATE:** April 25, 2023

**TO:** Governing Body

**VIA:** Regina Wheeler, Public Works Director   
Sam Burnett, Facilities Division Director 

**FROM:** Therese Martinez, Facilities Project Administrator 

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### **ACTION:**

Approval of a General Services Contract for Miscellaneous City-Wide On-Call Roofing Services in an amount not to exceed \$1,000,000.00 per-year total including NMGR, with the option to renew up to four (4) years; with National Roofing Company, Inc.; Therese Martinez, Facilities Division Project Administrator, [tmartinez@santafenm.gov](mailto:tmartinez@santafenm.gov), 505-955-5937; Sam Burnett, Facilities Division Director, [jsburnett@santafenm.gov](mailto:jsburnett@santafenm.gov), 505-795-2491; Denise Gabaldon, Contracts Administrator, [rdgabaldon@santafenm.gov](mailto:rdgabaldon@santafenm.gov), 505-955-5934.

### **BACKGROUND AND SUMMARY:**

The Public Works Department's Facilities Division uses on-call services throughout the City's facilities and properties including Midtown and the Railyard. These on-call services allow us to address issues, needs, and emergencies as they arise in a timely and efficient manner.

This On-Call Roofing Agreement is critical to the ability of the Facilities Division to respond to emergency situations in a timely manner and to mitigate damage; for miscellaneous roof inspections; roof repairs, roof replacements, and roof design.

The on-call contract is not a guarantee of payment to the vendors that are awarded such a contract. These contracts are only used as need arises and funding is available. Each time an on-call contract is used, the vendor receives a formal request or 'task order' from Staff. The Requesting Department shall provide, at a minimum, a detailed scope of work and/or drawings defining work required. The vendor then provides a quote, which is vetted and negotiated by staff as needed. Once the quote is deemed satisfactory and funding is identified, a purchase requisition is entered, and a purchase order produced for that particular scope of work.

### **PROCUREMENT METHOD:**

The procurement method for this Contract is via Cooperative Educational Services (CES) Price Agreement Number 2021-11P-G116-12348, which expires on January 4, 2024.

### **CONTRACT NUMBER:**

The Munis contract number is 3203946.

### **FUNDING SOURCE:**

Funding will be provided by each department requesting a purchase order.

### **ATTACHMENTS:**

National Roofing Contract  
National Roofing Proposal(s)  
National Roofing Project Schedule

National Roofing Procurement Documents (CES)  
National Roofing Certificate of Insurance  
National Roofing Business License  
Summary of Contracts  
Procurement Checklist



## City of Santa Fe

Treasury Department  
200 Lincoln Ave.  
Santa Fe, New Mexico 87504-0909  
505-955-6551

## BUSINESS REGISTRATION

**Business Name:** NATIONAL ROOFING COMPANY INC

**Business Location:** 6821 ACADEMY PARKWAY NE  
ALBUQUERQUE, NM 87109

**Owner:** THOMAS F. JOHNS

**License Number:** 2298999

**Issued Date:** April 11, 2023

**Expiration Date:** April 11, 2024

**CRS Number:** 01851145007

**License Type:** Business License - Renewable

**Classification:** Out of Jurisdiction Contractor -  
General

**Fees Paid:** \$10.00

NATIONAL ROOFING COMPANY INC  
6821 ACADEMY PARKWAY West NE  
ALBUQUERQUE, NM 87109

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.  
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY  
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO  
COMMENCEMENT OF ANY CONSTRUCTION OR THE  
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERABLE TO  
OTHER BUSINESSES OR PREMISES.

**TO BE POSTED IN A CONSPICUOUS PLACE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/24/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Downey & Company 6565 AMERICAS PARKWAY NE SUITE 750 ALBUQUERQUE NM 87110		<b>CONTACT NAME:</b> Susan Grant <b>PHONE (A/C, No, Ext):</b> (505) 980-9177 <b>E-MAIL ADDRESS:</b> sgrant@downeyandco.com <b>FAX (A/C, No):</b>	
<b>INSURED</b> National Roofing Co., Inc. 6821 Academy Parkway W. NE Albuquerque NM 87109		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> National Fire Insurance Co of Hartford <b>INSURER B:</b> The Continental Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES** CERTIFICATE NUMBER: 23/24 Multi Updated REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			7011952454	05/01/2023	05/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			7011969142	05/01/2023	05/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			7012132938	05/01/2023	05/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	7011969173	05/01/2023	05/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

CITY OF SANTA FE FACILITIES DIVISION  
 600 LINCOLN AVE

SANTA FE

NM 87501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

### Section to be completed by department

1. Munis Contract # 3203946

Contractor: National Roofing, Inc.

Description: Miscellaneous City-Wide On-Call Roofing Services.

Contract  Agreement  Lease / Rent  Amendment

Term Start Date: TBD Term End Date: 6/30/2024

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

### Contract / Lease:

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

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

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

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

### Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

3. Procurement History: \_\_\_\_\_

 May 4, 2023  
Purchasing Officer Review: \_\_\_\_\_ Date: \_\_\_\_\_

Comment & Exceptions: Procured via CES agreement for oncall services

4. Funding Source: Various Org / Object: Various/Various

 May 4, 2023  
Budget Officer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Comment & Exceptions: \_\_\_\_\_

Staff Contact who completed this form: Therese Martinez Phone # 505-955-5937

Email: tmartinez@santafenm.gov

### To be recorded by City Clerk:

Clerk # \_\_\_\_\_

Date of Execution: \_\_\_\_\_

ITT Representative (attesting that all information is reviewed)

Title

Date



# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: National Roofing, Inc

Procurement Title: Miscellaneous City-Wide On-Call Roofing Services

Procurement Method: State Price Agreement  Cooperative  Sole Source  Other

Exempt  Request For Proposal (RFP)  Invitation To Bid (ITB)  Contract under 60K  Contract over 60K

Department Requesting Public Works/Facilities Div Staff Name Therese Martinez

### Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

### REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING\*

YES N/A

- Approved Procurement Checklist (by Purchasing)
- Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
- State Price Agreement
- RFP
- Evaluation Committee Report
- ITB
- Bib Tab
- Quotes (3 valid current quotes)
- Cooperative Agreement
- Sole Source Request and Determination Form
- Contractors Exempt Letter
- Purchasing Officers approval for exempt procurement
- BAR
- FIR
- Executed Contract, Agreement or Amendment
- Current Business Registration and CRS numbers on contract or agreement
- Summary of Contracts and Agreements form
- Certificate of Insurance
- All documentation presented to Committees
- Other:

Therese Martinez Project Administrator 3/22/2023

Department Rep Printed Name (attesting that all information included) Title Date  
 Contracts Supervisor May 4, 2023

Purchasing Officer (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.













# Agreement CityWide National Roofing Packet 4 25 23

Final Audit Report


2023-04-28

Created:	2023-04-25
By:	Denise Gabaldon (rdgabaldon@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAy2CdxB_7CtdCT9vDywknm5xp5C89I_eF


## "Agreement CityWide National Roofing Packet 4 25 23" History

-  Document created by Denise Gabaldon (rdgabaldon@ci.santa-fe.nm.us)  
2023-04-25 - 10:14:53 PM GMT
-  Document emailed to Therese Martinez (tmartinez@ci.santa-fe.nm.us) for signature  
2023-04-25 - 10:16:02 PM GMT
-  Email viewed by Therese Martinez (tmartinez@ci.santa-fe.nm.us)  
2023-04-26 - 9:27:47 PM GMT
-  Document e-signed by Therese Martinez (tmartinez@ci.santa-fe.nm.us)  
Signature Date: 2023-04-26 - 9:30:01 PM GMT - Time Source: server
-  Document emailed to Halona Crowe (hjcrowe@ci.santa-fe.nm.us) for signature  
2023-04-26 - 9:30:03 PM GMT
-  Email viewed by Halona Crowe (hjcrowe@ci.santa-fe.nm.us)  
2023-04-26 - 9:39:35 PM GMT
-  Document e-signed by Halona Crowe (hjcrowe@ci.santa-fe.nm.us)  
Signature Date: 2023-04-26 - 9:39:49 PM GMT - Time Source: server
-  Document emailed to Sam Burnett (jsburnett@ci.santa-fe.nm.us) for signature  
2023-04-26 - 9:39:51 PM GMT
-  Email viewed by Sam Burnett (jsburnett@ci.santa-fe.nm.us)  
2023-04-26 - 9:51:56 PM GMT
-  Email viewed by Sam Burnett (jsburnett@ci.santa-fe.nm.us)  
2023-04-28 - 11:30:52 PM GMT



 Document e-signed by Sam Burnett (jsburnett@ci.santa-fe.nm.us)


Signature Date: 2023-04-28 - 11:31:10 PM GMT - Time Source: server

 Document emailed to Regina Wheeler (rawheeler@ci.santa-fe.nm.us) for signature

2023-04-28 - 11:31:12 PM GMT

 Email viewed by Regina Wheeler (rawheeler@ci.santa-fe.nm.us)

2023-04-28 - 11:37:26 PM GMT

 Document e-signed by Regina Wheeler (rawheeler@ci.santa-fe.nm.us)

Signature Date: 2023-04-28 - 11:37:43 PM GMT - Time Source: server

 Agreement completed.

2023-04-28 - 11:37:43 PM GMT












# 23-0330 National Roofing Company, Inc

Final Audit Report

2023-06-06

Created:	2023-06-01
By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvru3QleTY_X2EbCWWz4yJqpoMdv5_U5H

## "23-0330 National Roofing Company, Inc" History

-  Document created by Xavier Vigil (xivigil@ci.santa-fe.nm.us)  
2023-06-01 - 5:43:02 PM GMT- IP address: 63.232.20.2
-  Document emailed to ekoster@santafenm.gov for signature  
2023-06-01 - 5:44:58 PM GMT
-  Email viewed by ekoster@santafenm.gov  
2023-06-03 - 2:13:49 PM GMT- IP address: 104.47.64.254
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