



# City of Santa Fe, New Mexico

## Memorandum



**DATE:** May 2, 2024

**TO:** Public Works and Utilities Committee/Finance Committee/Governing Body

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

**FROM:** Joshua Bohlman, Facilities Project Administrator *Joshua Bohlman*

**ACTION**

Request Approval of a Construction Contract with National Roofing in a Total Amount Not to Exceed \$5,000,000, Excluding NMGRT, for On-Call Roofing Services Over a 5-Year Term. (Josh Bohlman, Facilities Project Administrator, [jbohlman@santafenm.gov](mailto:jbohlman@santafenm.gov)).

**BACKGROUND AND SUMMARY:**

This Roofing On-Call Contract provides capacity and expertise to respond to facility issues and failures in a timely manner and to minimize and mitigate damage when failures occur.

National Roofing is based out of Albuquerque and has a Santa Fe Dispatch location. They deliver outstanding services and prompt responses to roof emergencies, repairs, and improvements to City facilities. Their familiarity with City Facilities contributes to fast response and correct actions. The not to exceed amount for this contract provides capacity for needs as they arise across the City over 5 years.

The On-Call contract is not a guarantee of payment to the vendor. As needs and funding are available, task orders are generated to meet specifications of the project.

Examples of work National Roofing has performed for the City include:

Annual Midtown Roof Inspections and Repairs	60K
Roof Repairs to Mary Esther Gonzales Senior Center	14K
Waste Water Division Roof Replacement	320K
Garson Studios Emergency Roof Replacement	45K
Fire Station 9 roof repairs	11K
Mary Ester Gonzales Senior Center Roof Repairs	14K
Geneveva Chavez Community Center Roof Repairs	15K

Roof Projects Pending the On-Call and Funding Includes:

Monica Roybal Roof Replacement	175K
Fire Station 9 Roof Replacement	110K
Fire Station 1 Roof Replacement	145K
Radio Shop Roof Replacement	60K
Siler Building A	150K
Mary Ester Gonzales Senior Center Roof Replacement	800K
Geneveva Chavez Community Center Pool Roof Replacement	200K
Clerks Warehouse	125K

**Procurement Method:**

Statewide Price Agreement #30-00000-23-00051

**FUNDING SOURCE:**

Funding will be provided on a project by project basis.

**ATTACHMENTS:**

National Roofing Contract

National Roofing State-Wide Price Agreement (SPA#30-00000-23-00051)

National Roofing Certificate of Insurance

National Roofing Business License

Summary of Contracts

Procurement Checklist



CITY OF SANTA FE  
CONSTRUCTION CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and **National Roofing Co, Inc.**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Parties.

**RECITALS**

**WHEREAS**, the City, through its Governing Body, is authorized to enter into a construction Contract for the project; and

**WHEREAS**, the City has procured this Contract according to the established State and Local Purchasing procedures for contracts of the type and amount; and

The City and the Contractor hereby agree as follows:

**1. Scope of Work**

A. The contractor shall provide on-call service work, per the direction of the City of Santa Fe via State Price Agreement #30-00000-23-00051 for Miscellaneous Roof Inspections, Roof Repairs, Roof Replacements, and Roof Design 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.

The Contractor shall be responsible for verifications of all conditions, measurements, and dimensions for bidding.

The Contractor shall be responsible for all permits, fees, and State inspections associated with the construction.

B. Project: Per task order issued with approval by the City’s Facilities Director or Director of Public Works. When a task order is issued, the contractor will provide a quote which is vetted and negotiated by staff as needed. Once the quote is approved and funding is available a Purchase Requisition will be entered, and a Purchase Order will be produced for that particular scope of work. Contractor shall not begin work on any task order until a Purchase Order number is received.

C. City Department: Public Works/Facilities Division

D. Distribution: City: Josh Bohlman, Facilities Division Project Administrator  
[jbohlman@santafenm.gov](mailto:jbohlman@santafenm.gov), 505-955-5932

Contractor: National Roofing Co, Inc.  
[Maribel@nationalroofing.com](mailto:Maribel@nationalroofing.com), 505-883-3000

## 2. Compensation

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, a sum not to exceed five-million dollars (\$5,000,000.00) excluding gross receipts tax during this Agreement.

**The total amount payable to the Contractor under this Contract, gross receipts tax and expenses, shall not exceed Five-million dollars (\$5,000,000.00). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Contract being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within forty-five days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked.

D. If the City fails to pay the contractor within forty-five days after receipt of an undisputed request for payment, the City shall pay interest to the contractor beginning on the twenty-second day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until the payment is issued. If the City receives an improperly completed invoice, the City shall notify the sender of the invoice within thirty days of receipt in what way the invoice is improperly completed, and the owner has no further duty to pay on the improperly completed invoice until it is resubmitted as complete.

E. **Notice of Extended Payment Provision for Grant Funded Contracts.** This contract allows the City to make payment within 45 days after submission of an undisputed request for payment for contracts funded by grant money consistent with NMSA 1978, sec. 57-128-5(B).

## 3. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **June 30, 2029**. The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of ten (10) years in accordance with NMSA 1978,

Sections 13-1-150 through 152.

#### **4. Termination**

- A. Grounds. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.
- 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 Contract 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 Contract 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 Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 5, "Appropriations," of this Contract.
- C. Liability. Except as otherwise expressly allowed or provided under this Contract, 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 Contract. 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 CONTRACT.*

#### **5. Appropriations**

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately 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 Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

#### **6. Status of Contractor**

The Contractor and its agents and employees are independent contractors performing construction services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the

City as a result of this Contract. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. 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.

**7. 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.

**8. Assignment**

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

**9. Subcontracting**

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

**10. Release**

Final payment of the amounts due under this Contract shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

**11. Confidentiality**

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

**12. Product of Service -- Copyright**

All materials developed or acquired by the Contractor under this Contract shall become

the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

**13. Conflict of Interest; Governmental Conduct Act**

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract 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 Article 12 are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor’s representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Contract 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 Article 12 were erroneous on the effective date of this Contract 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 Contract to the contrary, the City may immediately terminate the Contract.

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

**14. Amendment**

A. This Contract 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 Contract 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 Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

**15. Change Orders**

A. Changes. The Contractor may only make changes or revisions to each Task Order after receipt of written approval by the Facilities Division Director or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the task order. Under no circumstance shall such change affect the:

- 1) Deliverable requirements, as outlined in the Task Order;
- 2) Due date of any Deliverable, as outlined in the Task Order;
- 3) Compensation of any Deliverable, as outlined in the Task Order;
- 4) Contract compensation, as outlined in Article 2; or
- 5) Contract termination, as outlined in Article 4.

B. Change Request Process. In the event that circumstances warrant a change to accomplish a task order as described above, a Change Request shall be submitted that meets the following criteria:

1) Contractor's Project Manager shall draft a written Change Request for review and approval by the Facilities Division Director to include:

- (a) the name of the person requesting the change;
- (b) a summary of the required change;
- (c) the start date for the change;
- (d) the reason and necessity for change;
- (e) the elements to be altered; and
- (f) the impact of the change.

2. The Facilities Division Director shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the Facilities Division Director are final. Change Requests, once approved, become a part of the Task Order, and become binding as a part of the original Contract.

#### **16. Merger**

This Contract 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 contract.

Statewide/Existing Agreements 13-1-129

This Contract is issued against the state or agency Master Agreement, established and maintained by the State of New Mexico General Services Department, 30-00000-23-00051, and through this language hereby incorporates this Contract by reference and is included in the order of precedence.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

#### **17. Penalties for violation of law**

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

#### **18. Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures 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 Contract. Contractor further agrees not to discriminate on the basis of citizenship status, subject to compliance with federal law on the subject of authorization to work in the United States. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

#### **19. Applicable Law**

The laws of the State of New Mexico shall govern this Contract, 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, section 38-3-2. By execution of this Contract, 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 Contract.

**20. 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 Contract may be terminated by the City.

**21. Professional Liability Insurance**

Contractor shall maintain professional liability insurance with limits not less than \$1,000,000 per claim and \$2,000,000 in the aggregate.

**22. Other Insurance**

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, 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 \$1,000,000 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. **Umbrella and/or Excess** insurance with limits not less than \$5,000,000. The policy shall include the City, its appointed officials, officers, employees and agents as additional insured.
- C. **Business Automobile Liability insurance** which shall be as broad as ISO form CA 00 01 covering bodily injury and property damage with a combined single limit of not less than \$1,000,000 per accident for all owned, non-owned, and hired automobiles used in connection with the services or operations to be performed under this Agreement.
- D. **Workers' Compensation insurance** with statutory limits, and **Employer's Liability insurance** with limits of not less than \$1,000,000 per accident or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City, its appointed officials, officers, employees, and agents.
- E. **Provisions Applicable to All Insurance Requirements.**
  - a. **Acceptability of Insurers.** Unless otherwise reviewed and accepted by the City, all required insurance must be placed with insurers with a current A.M. Best rating of not less than A- VII and be admitted to do business in the State of New Mexico, or approved by the Surplus Lines Association.
  - b. **Verification of Coverage.** Contractor shall furnish the City with Certificates of Insurance and applicable endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates of insurance shall be signed by a person authorized by that insurer to



bind coverage on its behalf. All certificates and endorsements must be received by the City before work commences. Acceptance of Contractor's Certificates of Insurance does not relieve Contractor of the insurance requirements, nor decrease the liability of Contractor under this Agreement. It is Contractor's responsibility to ensure its compliance with these insurance requirements. Any actual or alleged failure on the part of the City to obtain proof of insurance required under this Agreement shall not in any way be construed to be a waiver of any right or remedy of the City in this or any regard.

- c. **Primary and Noncontributory.** The insurance required to be maintained by Contractor shall be primary and any insurance or self-insurance maintained by the City shall be excess only, and not be required to contribute with it.
- d. **Claims-Made Coverage.** If any coverage is maintained on a claims-made basis (excepting Commercial General Liability, which shall be maintained on an occurrence basis), the following shall apply:
  - i. The retroactive date must be shown, and must be before the date of this Agreement.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract services.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement, Contractor must purchase an extended reporting period for a minimum of three (3) years after completion of the contract services.
- e. **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.
- f. **Severability of Interest (Cross Liability).** A severability of interest provision must apply for the additional insureds, ensuring that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policies' limits.
- g. **Notices; Cancellation of Coverage.** No policy required to be maintained by Contractor shall be canceled and not replaced with equivalent coverage without thirty (30) days prior written notice to the City, unless cancellation is due to the non-payment of premium, in which case, ten (10) days prior written notice shall be provided.

### **23. Records and Financial Audit**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments

### **24. Indemnification**

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the



Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

**25. New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Contract 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 Contract modifies or waives any provision of the New Mexico Tort Claims Act.

**26. Invalid Term or Condition**

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

**27. Enforcement of Contract**

A party's failure to require strict performance of any provision of this Contract 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 Contract 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.

**28. Notices**

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

To the City:  
Josh Bohlman, Project Administrator  
City of Santa Fe  
2651 Siringo Road, Building E/PO Box 909  
Santa Fe, NM 87504  
505-955-5932  
[jbohlman@santafenm.gov](mailto:jbohlman@santafenm.gov)

To the Contractor:  
Mirabel Munoz  
National Roofing Co, Inc.  
6821 Academy Parkway West NE  
Albuquerque, NM 87109  
505-883-3000  
[Maribel@nationalroofing.com](mailto:Maribel@nationalroofing.com)

### **29. Authority**

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

### **30. Progress Payments**

Based upon Application for Payment submitted to the City by the Contractor and Certificates for Payment issued by the City, the City shall make progress payments on account of the Contract sum to the Contractor as provided in the Contract documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following the end of the period covered by the Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work and one hundred percent (100%) of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the City; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract sum, less such amounts as the City shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

### **31. Final Payment**

Final payment, constituting the entire unpaid balance of the Contract sum, unless it is a disputed payment, shall be paid by the City to the Contractor within forty-five (45) calendar days, after all deficiencies to the Contract document that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the City. In addition, the Contractor shall provide to the City a certified statement of Release of Lien (AIA Document G706A or approved form), Consent of Surety, Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

### **32. Schedule**

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit a progress schedule covering project operations for the 30-day Contract period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor and are part of their Contract.

### **33. General and Special Provisions**

A. Terms used in this Contract which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

B. An enumeration of the Contractor's General Comprehensive Liability Insurance requirements

appears in the General Conditions of the Contract for construction. Insurance requirements are also described in the Instructions to the Bidder section of the Project Manual. Contractor shall maintain adequate insurance in at least the maximum amounts, which the City could be liable under the New Mexico Tort Claims Act and shall provide proof of such insurance coverage to the City. It is the sole responsibility of the Contractor to comply with the law.

C. This Contract shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this Contract.

D. The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive illegal payments.

E. The Contractor warrants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Contract.

F. The Contractor hereby warrants that the Contractor complies with the Americans with Disabilities Act, 29 CFR 1630.

G. Gender, Singular/Plural. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

H. Captions and Section Headings. The captions and section headings contained in this Contract are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Contract.

I. Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Contract shall be attached to this Contract at the time of execution and are hereby incorporated by reference as though set forth in full in this Contract to the extent they are consistent with its conditions and terms.

J. Separability. If any clause or provision of this Contract is illegal, invalid or unenforceable under present or future laws effective during the term of this Contract, then and in that event, it is the intention of the parties hereto that the remainder of this Contract shall not be affected thereby.

K. Words and Phrases. Words, phrases, and abbreviations, which have well-known technical or trade meanings used in the Contract documents shall be used according to such recognized meaning. In the event of a conflict, the more stringent meaning shall govern.

L. Relationship of Contract Documents. The Contract Documents are complementary, and any requirement of one Contract Document shall be as binding as if required by all.


M. Pursuant to NMSA 1978, section 13-1-191, reference is hereby made to the Criminal Laws of New Mexico (including NMSA 1978, sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (NMSA 1978, sections 13-1-28 through 13-1-199) imposes civil and criminal penalties for its violation.

N. Pursuant to NMSA 1978, section 13-4-11. Reference is hereby made to the Minimum Wage on Public Works; weekly payments; posting wage scale; withholding funds.

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

CITY OF SANTA FE:

CONTRACTOR: National Roofing Co, Inc.

  
Alan Webber (May 30, 2024 16:00 MDT)

ALAN WEBBER, CITY MAYOR

  
JACKSON JOHNS, PRESIDENT

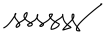
DATE: May 30, 2024

DATE: 4/26/2024

CRS#: 01851145007

Registration #: 229899

ATTEST:



GERALYN CARDENAS, INTERIM CITY CLERK

GB MTG 05/29/2024

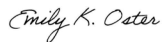
XIV

CITY ATTORNEY'S OFFICE:

  
Kevin L. Nault (May 2, 2024 10:27 MDT)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



EMILY OSTER, FINANCE DIRECTOR



**State of New Mexico  
General Services Department  
Statewide Price Agreement**

**Awarded Vendor:**  
**12 Vendors (see pages 6 & 7)**  
  
**Email:** \_\_\_\_\_  
**Telephone No.:** \_\_\_\_\_

Price Agreement Number: **30-00000-23-00051**

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **As Requested**

**Ship To:**  
**All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.**

Procurement Specialist: **Clarke J. Fountain**

Telephone No.: **(505) 629-2964**

Email: **ClarkeJ.Fountain@gsd.nm.gov**

**Invoice:**  
**As Requested at Time of Order**

Title: **Roofing Services**

Term: **August 9, 2023 – August 8, 2024**

**This Statewide Price Agreement is made subject to the “terms and conditions” as indicated on subsequent pages.**

**Accepted for the State of New Mexico**

*Valerie Paulk*  
DOROTHY MENDOZA  
New Mexico State Purchasing Agent

Date: 8/8/2023

**× This Agreement was signed on behalf of the State Purchasing Agent**

Purchasing Division: 1100 St. Francis Drive, Santa Fe, NM 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

*MS CF*

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**Terms and Conditions**  
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
  - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
  - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
  - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
  - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
  - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of



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subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

**12. Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

**13. Nondiscrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

**14. 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.

**15. Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

**16. Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

**17. Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

**18. Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

**19. Contractor Personnel:** Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

**20. Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

**21. Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

**22. Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

### New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average



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of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <https://bewellnm.com>.

D. For purposes of this Paragraph, the following terms have the following meanings:

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and
- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

## Statewide Price Agreement

### Article I – Statement of Work

Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

### Article II – Term

The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

### Article III – Specifications

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

### Article IV – Shipping and Billing Instructions

Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

### Article V – Termination

The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's

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material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall on ly be effective (i) if the Agency 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 Agency 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. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

**Article VI – Amendment**

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

**Article VII – Indemnity Clause**

Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement. Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

**Article VIII – Issuance of Orders**

Only written signed orders are valid under this Price Agreement.

**Article IX – Packing (if applicable)**

Packing shall be in conformance with standard commercial practices.

**Article X – Price Schedule**

Prices as listed in the price schedule hereto attached are firm.

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**Awarded Vendors:**

**(AA) 0000107401**  
**All-Rite Construction, Inc.**  
**PO Box 67904**  
**Albuquerque, NM 87121**  
**505 344 7663**  
**Meshach@ritecon.com**

**(AB) 0000043592**  
**DKG & Associates, Inc.**  
**7000 Huseman Place SE**  
**Albuquerque, NM 87121**  
**505 873 4660**  
**wgood@dkgroof.com**

**(AC) 0000174782**  
**Double E Builders (Eric Varela)**  
**P.O. Box 234**  
**Pecos NM 87552**  
**505 231 8967**  
**double.ebuildersnm@gmail.com**

**(AD) 0000059705**  
**Everguard Roofing, LLC**  
**512 Veranda Rd NW**  
**Albuquerque, NM 87107**  
**505-821-9543**  
**joe@everguardroofing.com**

**(AE) 0000167639**  
**Jaypen Construction LLC**  
**dba Jeremy Martinez**  
**101 B Paseo Nopal**  
**Santa Fe, New Mexico 87507**  
**505-920-0710**  
**jeremy.jaypenconst@gmail.com**

**(AF) 0000047175**  
**National Roofing Co. Inc.**  
**6821 Academy Parkway West NE**  
**Albuquerque, NM 87109**  
**505-883-3000**  
**estimating@nationalroofing.com**

**(AG) 0000064274**  
**Progressive Services, Inc.**  
**6320 2ndSt. NW**  
**Albuquerque, NM 8709**  
**505-341-3800**  
**jaclyn.saiz@progressiveus.com**

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**(AH) 0000168093**  
**Rhino Roofing, Inc**  
**2121 Osuna Rd NE**  
**Albuquerque, NM 87113**  
**505 242 1602**  
**rhinoroofingjolyn@gmail.com; rhinoroofingdavid@gmail.com**

**(AI) 0000163370**  
**Ridgetop Roofing Inc.**  
**PO BOX 10814**  
**Albuquerque, NM 87184**  
**505 980 2714**  
**Ronzo17@aol.com**

**(AJ) 0000174893**  
**Sunwest Roofing, LLC (Manuel Alvarado)**  
**7026 1/2 2nd St NW**  
**Albuquerque, NM 87107**  
**505-890-5532**  
**viri@sunwestroofing.com**

**(AK) 0000174836**  
**TopTier Industries LLC (Jose Mendoza)**  
**305 Bronco Buster Rd. SW**  
**Deming, NM 88030**  
**575 694 4024**  
**jmendoza@toptier-ind.com**

**(AL) 0000051414**  
**WWRC, Inc.**  
**1716 W. 7th**  
**Clovis, NM 88101**  
**575-749-7685**  
**wwrc@wwrcinc.com; ricky@wwrcinc.com; scotth@wwrcinc.com**



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**Specifications**

The State of New Mexico wishes to establish a Statewide Price Agreement for Roofing Services available to all state agencies, local public bodies, state political subdivisions, and other state entities allowed by law (referred to herein as “user agency” or “State”), may procure from this price agreement.

**Scope of Work**

The work shall include, but not limited to removal of all existing defective or damaged roofing materials, all preparation work and lay-out needed/required for installation of new roofing materials and other roofing related work required to make the building weather tight. All materials used for repairs shall be compatible with the existing roofing systems involved, ranging from, but not limited to, built-up asphalt and gravel, PVC, EPDM, TPO, HYPALON, modified bitumen and metal roofing panels. Any repairs to the substrate and/or building interior due to water damage may be included. Asbestos/mold testing and removal may be covered. All work shall be installed in strict compliance with the manufacturer’s requirements and roofing industry standards, by workers trained and certified by the applicable roofing materials manufacturer.

All work area(s) shall be maintained in a neat and workmanlike manner. The contractor shall provide all clean-up for its operations and control of all construction debris. All construction debris shall be removed from the work areas and disposed of at an approved waste disposal site. The owner’s trash container for the building shall not be used for disposal of construction debris. All personnel working on the project and providing these services shall be experienced and certified in all areas related to this work and required by this contract. Foremen level personnel shall have the ability and necessary skills to diagnosis problems and to make the appropriate decisions needed to provide these services.

Contractor’s price shall include all labor costs, tools, equipment, materials, permits, overhead, profit, insurance and any other fees necessary to perform the work called for in the owner’s scope of work and drawings for this project. Contractor shall provide quote separating materials, labor, per diem and mileage, bonds, permits, Gross Receipts Tax, and discounts. Contractor is responsible for any required permits and wage rates including the applications and costs. Any profit and overhead shall be rolled into the labor cost: it is not allowed as a markup. Subcontractor quotes may not be marked up and must be shown as quote line items. Rental equipment costs are allowed as well as temporary fencing and port-a-potties. The cost for stamped drawings, if not provided by the Owner, is allowed. The cost of subcontractors needed to remove and reconnect utility lines/equipment on the roof is allowed. Crane and scaffolding costs are allowed. The cost for materials may include shipping/delivery. Testing for wet sub-surfaces or leaks is an allowable cost.

Per diem: Contractor must agree to the maximum “Per Diem Rate” for any per diem charged to the procuring agency for contracted work as defined below:

“Per Diem Rate” means lodging, meals, and incidentals (excluding taxes). Reference Section Lodging by month and Section Meals & Incidentals Breakdown link:

<https://www.gsa.gov/travel/plan-book/per-diem-rates>

Mileage: One way per mile cost, per service (measured from contractor’s office/shop to the requested job site, for travel in excess of 50 miles one way)

Contractor must agree to the maximum “Mileage Rate” for any mileage charged to the procuring agency for contracted work as defined below: “Mileage Rate” means Only the mileage from the dispatch to the customer site for repair orders for each mile traveled by vehicle as referenced in IRS standard mileage rates using link <https://www.irs.gov/tax-professionals/standard-mileage-rates/>

At the travel rate for that period/year travel was performed. Mileage calculation shall be evaluated with <https://mapquest.com> for reimbursement.

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The State of New Mexico requires that all materials shall be new and of the highest quality and at the best attainable price available for the type of work being performed.

No used materials shall be used on the project. Recycled materials specifically prepared for reuse to meet "LEED" certification will be permitted.

When a service is needed, the using agency shall provide, at a minimum, a detailed scope of work and/or drawings defining work required.

The contractor shall visit the site and compare the owner's scope of work and/or drawings to the existing conditions and provide all services called for in addition to the requirements set forth in this contract.

The contractor will be required to provide a written quote, to include the work to be performed and the amount of time required for the completion of the project and submit to the using agency at no cost to the state. Agency can be billed for the sub-contractor without markup

Prior to commencement of any work performed the using agency will issue a notice to proceed for the work upon receipt of a purchase order, based on the prices set forth by vendors quote.

The contractor shall begin the work based on the priority identified by the using agency. Any delay beyond the stated completion date shall be upon agreement by the owner and the contractor.

Abatement: Where hazardous waste and/or asbestos abatement must be dealt with, the costs for that service shall be calculated by the pound.

Where work is to be conducted in a correctional or secured facility, security clearances and background checks that may be required by the facility for the contractor and its employees must be obtained prior to commencement of any work at that facility. The using agency reserves the right to deny any employee of the contractor, access to the facility should the employee be in violation of any criteria required for the security clearance.

The user agency reserves the right to provide an escort and/or full time supervision of the contractor and its employees during any or all phases of a project, should the user agency feel it is in its best interest to provide these extraordinary security services.

The user agency reserves the right to escort any or all employees of the contractor off its property, for any inappropriate conduct or actions that jeopardize the safety, security or well being of the facility. Inappropriate behavior by the contractor, its employees or subcontractors shall immediately cancel this agreement. Any employee of the contractor found in violation of any law, while on the user agency's property, will be prosecuted.

**Warranty – Roof**

The contractor, making roof repairs, shall provide a one (1) year workmanship warranty, with a manufacturer's warranty, for the new roofing materials, for ten (10) years. Provide a twenty (20) year, no dollar limit, manufacturer's warranty for new roofing systems. The contractor shall provide any necessary protective coverings needed to protect existing adjacent finishes. Should any damages occur, the contractor shall restore all existing adjacent finishes to their original condition.

**Abatement:**

Any time during the course of performing any work under this agreement the Contractor discovers the presence of asbestos or suspects that asbestos, mold, or hazardous material is present, the Contractor shall stop working immediately, secure the area, notify the Procuring Agency immediately and wait for positive identification of the suspect material. During the downtime in such a case, the Contractor shall not disturb any surrounding surfaces, but shall protect the area with suitable dust covers. In the event the Contractor is delayed due to the discovery of suspected material, then a mutually agreed



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extension of time to perform the work shall be allowed the Contractor, but without additional compensation due to the time extension. Work shall not proceed without a related work authorization cleared by the Procuring Agency.

**Term**

The term of this agreement shall be for two (2) years from date of award with the option to extend for three (3) additional biennial periods, by mutual agreement of all parties. This price agreement shall not exceed eight (8) years.

**Bids**

**Bids for these services are requested on a statewide basis. If the awarded contractor does not wish to travel to other parts of the State, it is acceptable to decline work. The State anticipates awarding multiple contracts to cover the whole state. So local roofers are encouraged to bid on this ITB. Mileage and per diem costs are allowable beyond 50 miles.**

**Method of Award**

Pursuant to the Procurement Code, Sections 13-1-153 and 13-1-154, the State reserves the right to issue multiple awards to obtain the items listed. Multiple awards are recommended to ensure availability and timely delivery. Determination for award shall be based upon the lowest total cost of all items listed and the bidder's abilities to meet the "minimum" and "submittal" requirements of the Invitation to Bid. This may be a multiple award contract. To be considered, the bidder MUST enter prices/costs for all of the items. If the bidder does not have any laborers, the bidder must still put an amount in fro that item number. Most of these projects will be over \$60,000 and subject to State Department of Workforce Solutions wage rates so assume that that level of wages would have to be paid.

**Tax**

Price shall not include State Gross Receipts or Local Option Tax. Taxes shall be added to the purchase order and invoice at current rates as a separate item to be paid by Utilizing Entity.

**Escalation/Reduction Clause**

Contractor shall keep pricing fixed for each year of this Agreement. Thereafter, SPD and the Contractor may adjust pricing no more than once annually through an amendment to the Agreement at the time of Agreement renewal. Contractor shall submit all pricing increase requests to SPD directly or through the agency contact in writing and provide substantiating evidence that each request is based on demonstrable market changes impacting the cost of products. The request must show all proposed increases by line item and include supporting documentation acceptable to SPD (such as a letter from a manufacturer indicating price increases, etc.) SPD's decision on what is acceptable in this context is final and shall be accepted by all parties to the Agreement. ***Requested price increases that exceed 10% will not be accepted.*** No price increase may result in a higher profit margin for the Contractor than at the beginning of the initial term of this Agreement. Pricing changes will apply to Agreements and amendments to Agreements entered on and after the effective date of the price change. Price decreases as well as increases shall apply in the same manner. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions, immediately. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor. To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase including reason for increase.

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**Contractor shall provide the following information:**

- Contractor’s New Mexico license no.
- Contractor classification no.
- New Mexico Business Identification Number (formerly CRS Number)
- Federal Employer Identification Number (FEIN)

Item	Approx. Qty.	UOM	Article and Description	Unit Price
1	1	HR	Regular Working Hours – Foreman	AA: \$85.00 AB: \$95.50 AC: 42.50 AD: \$174.00 AE: \$155.00 AF: \$95.00 AG: \$127.93 AH: \$36.30 AI: \$45.00 AJ: \$45.50 AK: \$43.50 AL: \$105.00
2	1	HR	After Working Hours – Foreman	AA: \$85.00 AB: \$112.00 AC: \$55.00 AD: \$184.00 AE: \$185.00 AF: \$115.00 AG: \$150.99 AH: \$54.45 AI: \$55.00 AJ: \$56.87 AK: \$65.25 AL: \$125.00



State of New Mexico  
 General Services Department  
 Purchasing Division  
 Statewide Price Agreement #: **30-00000-23-00051**

Item	Approx. Qty.	UOM	Article and Description	Unit Price
3	1	HR	Weekend Working Hours – Foreman	AA: \$85.00 AB: \$122.00 AC: \$62.50 AD: \$184.00 AE: \$185.00 AF: \$135.00 AG: \$150.99 AH: \$54.45 AI: \$55.00 AJ: \$56.87 AK: \$65.25 AL: \$125.00
4	1	HR	Holiday Working Hours – Foreman	AA: \$85.00 AB: \$132.00 AC: \$75.00 AD: \$194.00 AE: \$225.00 AF: \$155.00 AG: \$150.99 AH: \$54.45 AI: \$55.00 AJ: \$56.87 AK: \$87.00 AL: \$145.00
5	1	HR	Regular Working Hours – Roofer	AA: \$85.00 AB: \$82.30 AC: \$38.00 AD: \$162.00 AE: \$85.00 AF: \$85.00 AG: \$122.65 AH: \$36.30 AI: \$37.00 AJ: \$36.40 AK: \$36.25 AL: \$95.00

State of New Mexico  
 General Services Department  
 Purchasing Division  
 Statewide Price Agreement #: **30-00000-23-00051**

Item	Approx. Qty.	UOM	Article and Description	Unit Price
6	1	HR	After Working Hours – Roofer	AA: \$85.00 AB: \$102.00 AC: \$45.00 AD: \$179.00 AE: \$110.00 AF: \$105.00 AG: \$143.41 AH: \$54.45 AI: \$47.00 AJ: \$45.50 AK: \$54.28 AL: \$115.00
7	1	HR	Weekend Working Hours – Roofer	AA: \$85.00 AB: \$112.00 AC: \$45.00 AD: \$189.00 AE: \$125.00 AF: \$125.00 AG: \$143.41 AH: \$54.45 AI: \$47.00 AJ: \$45.00 AK: \$54.38 AL: \$115.00
8	1	HR	Holiday Working Hours – Roofer	AA: \$85.00 AB: \$122.00 AC: \$50.00 AD: \$189.00 AE: \$150.00 AF: \$145.00 AG: \$143.41 AH: \$54.45 AI: \$47.00 AJ: \$45.50 AK: \$72.50 AL: \$130.00

State of New Mexico  
 General Services Department  
 Purchasing Division  
 Statewide Price Agreement #: **30-00000-23-00051**

Item	Approx. Qty.	UOM	Article and Description	Unit Price
9	1	HR	Regular Working Hours – Laborer	AA: \$50.00 AB: \$76.60 AC: \$32.50 AD: \$166.00 AE: \$70.00 AF: \$75.00 AG: \$122.65 AH: \$15.99 AI: \$25.00 AJ: \$29.20 AK: \$29.00 AL: \$90.00
10	1	HR	After Working Hours – Laborer	AA: \$50.00 AB: \$96.60 AC: \$32.50 AD: \$176.00 AE: \$85.00 AF: \$95.00 AG: \$143.41 AH: \$23.99 AI: \$35.00 AJ: \$36.56 AK: \$43.50 AL: \$110.00
11	1	HR	Weekend Working Hours – Laborer	AA: \$50.00 AB: \$106.60 AC: \$37.50 AD: \$186.00 AE: \$90.00 AF: \$115.00 AG: \$143.41 AH: \$23.99 AI: \$35.00 AJ: \$36.56 AK: \$43.50 AL: \$110.00

State of New Mexico  
 General Services Department  
 Purchasing Division  
 Statewide Price Agreement #: **30-00000-23-00051**

Item	Approx. Qty.	UOM	Article and Description	Unit Price
12	1	HR	Holiday Working Hours – Laborer	AA: \$50.00 AB: \$110.20 AC: \$40.00 AD: \$196.00 AE: \$110.00 AF: \$135.00 AG: \$143.41 AH: \$23.99 AI: \$35.00 AJ: \$36.56 AK: \$58.00 AL: \$120.00
13	1	%	Discount off MSRP Material/Equipment	AA: 0.00% AB: 5.00% AC: 0.00% AD: 0.00% AE: 0.00% AF: 0.00% AG: 0.00% AH: 1.00% AI: 0.00% AJ: 2.50% AK: 0.00% AL: 0.00%
14	1	Pound	Disposal Cost	AA: \$0.10 AB: \$0.15 AC: \$0.06 AD: \$2.50 AE: \$3.00 AF: \$0.45 (minimum 2000 pounds) AG: \$0.25 AH: \$0.015 AI: \$0.60 AJ: \$0.25 AK: \$0.05 AL: \$0.20

State of New Mexico  
 General Services Department  
 Purchasing Division  
 Statewide Price Agreement #: **30-00000-23-00051**

Item	Approx. Qty.	UOM	Article and Description	Unit Price
15	1	HR	Diagnostic Services	AA: \$200.00 AB: \$1,200.00 AC: \$150.00 AD: \$152.50 AE: \$175.00 AF: \$95.00 AG: \$175.00 AH: \$50.00 AI: \$250.00 AJ: \$150.00 AK: \$90.00 AL: \$135.00
16	1	EA	Per Diem Rate	AA: \$125.00 AB: \$130.00 AC: \$175.00 AD: \$135.50 AE: \$175.00 AF: \$185.00 AG: \$211.00 AH: \$190.00 AI: \$295.00 AJ: \$150.00 AK: \$98.00 AL: \$175.00
17	1	EA	Mileage Rate	AA: \$0.65 AB: \$2.00 AC: \$1.00 AD: \$1.65 AE: \$2.00 AF: \$1.30 AG: \$0.65 AH: \$0.655 AI: \$0.65 AJ: \$0.85 AK: \$0.65 AL: \$1.75

**\*\*\*17 Awarded Items Total\*\*\***

**From:** [DUTTON-LEYDA, TRAVIS K.](#)  
**To:** [GABALDON, RACHEL D.](#); [Purchasing DET](#)  
**Cc:** [BURNETT, SAM](#); [CALABAZA, DEALVA X.](#); [BOHLMAN, JOSHUA B.](#)  
**Subject:** RE: SOW Determination- Roofing Services  
**Date:** Thursday, December 21, 2023 1:31:08 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)

---

Hi, this is construction.

Thank you.

Regards,

Travis Dutton-Leyda  
Chief Procurement Officer  
City of Santa Fe  
200 Lincoln Avenue  
Santa Fe, NM 87501  
505-629-8351  
[tkduttonleyda@santafenm.gov](mailto:tkduttonleyda@santafenm.gov)

<https://santafenm.gov/finance-2/purchasing-1>



Vision without action is merely a dream.  
Action without vision passes the time.  
Vision with action can change the world. ~ Joel A. Barker

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**From:** GABALDON, RACHEL D. <[rdgabaldon@santafenm.gov](mailto:rdgabaldon@santafenm.gov)>  
**Sent:** Wednesday, December 20, 2023 3:11 PM  
**To:** Purchasing DET <[purchasing\\_det@santafenm.gov](mailto:purchasing_det@santafenm.gov)>  
**Cc:** BURNETT, SAM <[jsburnett@santafenm.gov](mailto:jsburnett@santafenm.gov)>; CALABAZA, DEALVA X. <[dxcalabaza@santafenm.gov](mailto:dxcalabaza@santafenm.gov)>; BOHLMAN, JOSHUA B. <[jbohlman@santafenm.gov](mailto:jbohlman@santafenm.gov)>  
**Subject:** SOW Determination- Roofing Services

Good afternoon,

I am requesting a determination on the following scope of work:  
Miscellaneous roof inspections, roof repairs, roof replacements and roof design for City facilities.

Thank you,

R. 'Denise' Gabaldon, CPO  
Contracts Administrator | CIP & Facilities Division | Public Works Dept.  
Website: [www.santafenm.gov](http://www.santafenm.gov)

Email: [rdgabaldon@santafenm.gov](mailto:rdgabaldon@santafenm.gov)

Mobile: (505) 795-2439

Office: (505) 955-5934



CITY OF SANTA FE



## Services Offered to the City of Santa Fe (9.2023)

### Approved:

These services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities and are available through Horizons of New Mexico.

- ADA Accessibility Consulting Services
- Auctioneering Services
- Bulk Mailing and Sorting
- Call Center Services
- Computer Refurbishing
- Courier Services
- Decontamination, Sanitation and Sterilization Services
- Debris Removal
- Document Imaging
- Document Shredding
- Envelope Stuffing
- General Labor
- Hard Drive Destruction
- Janitorial and Housekeeping Services – Including Carpet Cleaning & Floor Care
- Landscape Irrigation
- Landscaping
- Mailing Services
- Management of an Assistive Technology Reuse and Recycling Program
- Meeting Minute Preparation Services
- Pest Control and Extermination Services
- Printing Services
- Rest Area Maintenance
- Screen Printing
- Snow Removal
- Yard, Grounds, and Lawn Maintenance

### Permissive:

The services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities as permissible for sale under the State Use Act through Horizons of New Mexico. While the Council recognizes that certain Horizons of New Mexico members are capable of performing the services listed below, said services are considered permissive and excluded from the mandatory aspect of the State Use Program. Any procurement of the below services through Horizons of New Mexico is at the discretion of the purchasing agent and will be considered by the Council on a case-by-case basis.

- Graphic Design
- Graphic Design - Logo Design
- IT – Enterprise Application
- IT – IV & V
- IT Network and Database Management
- IT Support
- IT Security Services
- IT – Web Design
- IT – Web Programmer
- Marketing
- Social Media Marketing
- Training Services

For the complete State Use service list, please go to: <http://horizonsofnewmexico.org/services.html>





**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:** 229899

**Issued Date:** May 01, 2024

**Expiration Date:** May 01, 2025

**License Type:** Business License - Renewable

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

**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 TRANSFERRABLE TO  
OTHER BUSINESSES OR PREMISES.

**TO BE POSTED IN A CONSPICUOUS PLACE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/26/2024

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>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> National Roofing Co., Inc. 6821 Academy Parkway W. NE Albuquerque NM 87109	<b>INSURER A:</b> National Fire Insurance Co of Hartford	
	<b>INSURER B:</b> The Continental Insurance Company	
	<b>INSURER C:</b> Columbia Casualty Company	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 24/25 Master      **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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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:	Y		7011952454	05/01/2024	05/01/2025	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						
	OTHER: \$						
A	<input checked="" type="checkbox"/> <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	Y		7011969142	05/01/2024	05/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
	OTHER: \$						
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y		7012132938	05/01/2024	05/01/2025	EACH OCCURRENCE \$ 5,000,000
	AGGREGATE \$ 5,000,000						
	OTHER: \$						
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	N/A	7011969173	05/01/2024	05/01/2025	<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						
C	Pollution Liability			7011578959	05/01/2024	05/01/2025	Each Claim/Aggregate \$2,000,000
							Retention \$10,000

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

RE: CITY OF SANTA FE GOODS, SERVICES AND SOFTWARE CONTRACT; ON-CALL ROOFING SERVICES FOR CITY OF SANTA FE

### CERTIFICATE HOLDER

### CANCELLATION

CITY OF SANTA FE FACILITIES DIVISION  
 PO BOX 909  
 SANTA FE NM 87504

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

## Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3204494 Procurement # (RFP/ITB# If any):

Contractor: National Roofing Co, Inc.

Procurement Method/Vehicle: Small Purchase  RFP  ITB  Sole Source  GSA  Cooperative  Exempt  SWPA/Existing

Description/Title: Miscellaneous On-Call Roofing Services for City Facilities.

Contract:  Agreement:  Lease/Rent:  Amendment:

Term Start Date: TBD Term End Date: 06/30/2029 Total Contract Amount: \$5,000,000.00

Approved by Council (If over the City Manager's approval threshold, you must go through GB) \_\_\_\_\_

Contract / Lease:

1.b Amendment #: \_\_\_\_\_ to the Original Contract/Lease # \_\_\_\_\_

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


Extend Expiration Date to: \_\_\_\_\_

Approved by Council (If the original went through GB, all amendments must go through GB regardless of the amendment reason) Date: \_\_\_\_\_

Amendment is for: \_\_\_\_\_

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

3. **Procurement History:** SPA 30-00000-23-00051

 May 8, 2024  
Purchasing Officer Review: \_\_\_\_\_ Date: \_\_\_\_\_  
Comment & Exceptions: NMSA 1978, Section 13-1-129

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

Andy Hopkins May 8, 2024  
Budget Officer Approval: \_\_\_\_\_ Date: \_\_\_\_\_  
Comment & Exceptions: \_\_\_\_\_

5. **Grant History (if applicable):** \_\_\_\_\_

Grants Administrator Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Staff Contact who Completed This Form: Josh Bohlman Phone #: 505-955-5932

To be recorded by City Clerk: \_\_\_\_\_ Email: jbohlman@santafenm.gov

Clerk #: \_\_\_\_\_  
Date of Execution: \_\_\_\_\_

ITT Representative (attesting that all information is reviewed)

Title

Date

# CITY OF SANTA FE PROCUREMENT CHECKLIST



**Contractor Name:** National Roofing Co, Inc

**Procurement/contract Title:** On-Call Roofing Services

**Procurement Method/Vehicle:**  Sole Source  State Price Agreement/Existing   
 Cooperative  Request For Proposals(RFP)  Invitation To Bid (ITB)  Exempt: 13-1-98  
 Small Purchase (Contract Under \$60,000)  Other: \_\_\_\_\_

**Requesting Department:** Public Works/Facilities Div      **Staff Name:** Josh Bohlman

**Procurement Requirements:**

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

**REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING (CPD)**

YES	N/A		YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Written Determination (srvs)</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Quote(s) (3 Valid &amp; Current for Over 20k)</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>RFP - Confidential info to be provided to GB by CPD Buyer</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>BAR</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>ITB (include bid tab)</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>FIR</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Other: _____</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Certificate of Insurance (srvs)</b>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, s</b>			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Horizon Declination or Screenshot of <a href="http://horizonsofnewmexico.org/services.html">horizonsofnewmexico.org/services.html</a> (srvs)</b>			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Summary of Contract (only on contracts)</b>			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Current Santa Fe Business Registration (or Exemption if no tax)</b>			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)</b>			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)</b>			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Evaluation Committee Report (RFPs only)</b>			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email</b>			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>&gt;20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)</b>			

Josh Bohlman Joshua Bohlman  
 Department Point of Contact

\_\_\_\_\_  
 Project Administrator      Title      Date

Regina Wheeler Regina Wheeler  
Regina Wheeler (May 2, 2024 16:11 MDT)  
 Department Director

\_\_\_\_\_  
 Date  
 May 8, 2024

[Signature]  
 Chief Procurement Officer

\_\_\_\_\_  
 Date

N/A  
 ITT Representative

\_\_\_\_\_  
 Title      Date








# 24-0345 National Roofing Co. Inc.

Final Audit Report

2024-05-30

Created:	2024-05-30
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_nNDKeaArd4r0Jlh65AnfgmGPulsoFUO

## "24-0345 National Roofing Co. Inc." History

-  Document created by XAVIER VIGIL (xivigil@santafenm.gov)  
2024-05-30 - 8:13:21 PM GMT- IP address: 63.232.20.2
-  Document emailed to Alan Webber (amwebber@santafenm.gov) for signature  
2024-05-30 - 8:17:02 PM GMT
-  Email viewed by Alan Webber (amwebber@santafenm.gov)  
2024-05-30 - 9:03:32 PM GMT- IP address: 172.226.3.6
-  Document e-signed by Alan Webber (amwebber@santafenm.gov)  
Signature Date: 2024-05-30 - 10:00:21 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to GERALYN CARDENAS (gfcardenas@santafenm.gov) for signature  
2024-05-30 - 10:00:28 PM GMT
-  Email viewed by GERALYN CARDENAS (gfcardenas@santafenm.gov)  
2024-05-30 - 10:00:48 PM GMT- IP address: 104.47.64.254
-  Document e-signed by GERALYN CARDENAS (gfcardenas@santafenm.gov)  
Signature Date: 2024-05-30 - 10:01:24 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.  
2024-05-30 - 10:01:24 PM GMT