

State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor
4 Vendors

Price Agreement Number: 70-805-16-15194

Price Agreement Amendment No.: Four

Term: November 8, 2016 – November 7, 2020

Ship To:
New Mexico Department of Transportation
(Various Locations)

Procurement Specialist: Clarke J. Fountain

Telephone No.: (505) 827-0487

Email: ClarkeJ.Fountain@state.nm.us

Invoice:
New Mexico Department of Transportation
1120 Cerrillos Road
Santa Fe, NM 87504-1149

For questions regarding this Price Agreement please contact:
India Garcia (505) 690-7383

Title: Miscellaneous Roofing, Various Locations

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from November 8, 2019 to November 7, 2020 at the same price, terms and conditions, for vendors (AB) DKG & Associates, (AC) J3 Systems LLC., (AD) JRM Construction, and (AE) National Roofing Company, Inc.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 10/17/19



**State of New Mexico
General Services Department
Purchasing Division**

Price Agreement Amendment

**Awarded Vendor
5 Vendors**

Price Agreement Number: 70-805-16-15194

Price Agreement Amendment No.: Three

Term: November 8, 2016 – November 7, 2019

**Ship To:
New Mexico Department of Transportation
(Various Locations)**

Procurement Specialist: Clarke J. Fountain

Telephone No.: (505) 827-0487

Email: ClarkeJ.Fountain@state.nm.us

**Invoice:
New Mexico Department of Transportation
1120 Cerrillos Road
Santa Fe, NM 87504-1149**

For questions regarding this Price Agreement please contact:
India Garcia (505) 827-5183

Title: Miscellaneous Roofing, Various Locations

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from November 8, 2018 to November 7, 2019 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico


New Mexico State Purchasing Agent

Date: 11/27/2018



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor
5 Vendors

Telephone No.
Email:

Price Agreement Number: 70-805-16-15194

Price Agreement Amendment No.: TWO

Term: November 8, 2016 – November 7, 2018

Ship To:
New Mexico Department of Transportation
(Various Locations)

Invoice:
New Mexico Department of Transportation
1120 Cerrillos Road
Santa Fe, NM 87504-1149

For questions regarding this Price Agreement please contact:
Angela Martinez (505) 827-5127

Procurement Specialist: Mark Lujan

Telephone No.: (505) 827-0564


Title: **Miscellaneous Roofing, Various Locations**

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from November 8, 2017 to November 7, 2018 at the same price, terms and conditions.

Except as modified by this amendment; the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico


New Mexico State Purchasing Agent
ML

Date: 10/18/17



**State of New Mexico
General Services Department
Purchasing Division**

Price Agreement Amendment

Awarded Vendor:
5 Vendors

Telephone No.: _____

Price Agreement Number: 70-805-16-15194

Price Agreement Amendment No.: One

Term: November 8, 2016 – November 7, 2017

Ship To:
Various Locations

Procurement Specialist: Clarke J. Fountain

Telephone No.: (505) 827-1935

Invoice:
NM Department of Transportation
1120 Cerrillos Road
Santa Fe, NM 87504-1149

For questions regarding this Price Agreement please contact:
Angela Martinez (505) 827-5127

Title: Miscellaneous Roofing, Various Locations

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

On page 14 in the area under "Unit Price" which begins with "For Items 1-18 below:" the zone information referenced in the column header should be changed to read as given on the attached page.

Accepted for the State of New Mexico


New Mexico State Purchasing Agent

Date: 11/28/2016

Item	Approx. Qty.	Unit	Article and Description	Unit Price
				<i>For Items 1-18 below:</i> <i>AB(1) = zones 1,2,4,5,6,8</i> <i>AB(2) = zones 3,7,9,10,11,12</i> <i>AD = zones 2,5,6</i> <i>AE = zones 1- 8</i> <i>All others = zones 1-12</i>



**State of New Mexico
General Services Department**

Price Agreement

Awarded Vendor
5 Vendors, see page 13

Telephone No. _____

Price Agreement Number: 70-805-16-15194

Payment Terms: Net 30

F.O.B.: Destination

Delivery: As Requested

Ship To:
Various Locations

Procurement Specialist: Clarke J. Fountain

Telephone No.: 505-827-1935

Invoice:
NM Department of Transportation
1120 Cerrillos Road
Santa Fe, NM 87504-1149

For questions regarding this contract please contact:
Angela Martinez, (505) 827-5127

Title: Miscellaneous Roofing Various Locations

Term: November 8, 2016 – November 7, 2017

This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico


New Mexico State Purchasing Agent

Date: 11/08/2016

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 70-805-16-15194

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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. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
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,

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Price Agreement #: 70-805-16-15194

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fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of 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.

State of New Mexico
General Services Department
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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 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: <http://www.insurenemexico.state.nm.us/>.

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!*

New Mexico Pay Equity Initiative

Contractor agrees, if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts that are up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report it self.

Two (2) copies of the Pay Equity Worksheet shall be submitted prior to Award by the prospective Awarded Vendor.

The PE10-249 and PE250 worksheet is available at the following website:
http://www.generalservices.state.nm.us/statepurchasing/Pay_Equity.aspx

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Department Price Agreement

Article I – Statement of Work

Under the terms and conditions of this Price Agreement, the using agency 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 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 either the New Mexico State Purchasing Agent 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 issued.

Article II –Term

The term of this Price Agreement for issuance of orders shall be as indicated in 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 instructions of this form. Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in Article II – 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 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 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 only 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 for in the bid and price agreement specifications.

Article VII – Issuance or Orders

Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule

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

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General Services Department
Purchasing Division
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Specifications:

The New Mexico Department of Transportation (NMDOT) wishes to establish a Price Agreement for Miscellaneous Roofing Services for NMDOT owned buildings throughout the entire state of New Mexico.

This price agreement is applicable and available for use by New Mexico Department of Transportation, New Mexico State Agencies and New Mexico Local Public Bodies.

The term of this agreement shall be for one (1) year from date of award with the option to extend for a period (s) of three (3) additional years, on a year-to-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This agreement shall not exceed four (4) years.

Hold Harmless 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 property caused by or resulting from the contractor's and/or its employees, own negligent act(s) or omissions while the contractor and/or its employees, perform(s) or fails to perform its obligations and duties under the terms and conditions of this price agreement. This "save harmless and indemnification" clause is subject to the immunities, provisions and limitations of the Tort Claims Act (41-4-1), et seq., N.M.S.A. 1978 comp), section 57-7-1 N.M.S.A. 1978 comp. and any amendments thereto.

It is specifically agreed between the parties executing this price agreement that it is not intended by any of the provisions of the price agreement to create the public or any member thereof a third party beneficiary or to authorize anyone not a party to the price agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damages to property(ies) and/or any other claims(s) whatsoever, pursuant to the provisions of this price agreement.

Liability Insurance Requirements:

The contractor shall procure and maintain at the contractor's expense insurance of the kinds and in the amounts herein provided. This insurance shall be provided by the insurance companies authorized to do business in New Mexico and shall cover all operations under the contract, whether performed by the contractor, the contractor's agents or employees or by subcontractors. All insurance provided shall remain in full force and effect for the entire period of the work, up to and including final acceptance, and the removal of all equipment and employees, agents and subcontractors there from.

(A) Public Liability & Automobile Insurance:

1. General liability: Bodily injury liability and property damage liability insurance applicable in full to the subject shall be provided shall be provided in the following minimum amounts:

Bodily injury liability: \$1,000,000.00 each occurrence; \$2,000,000.00 (annual aggregate).

- A. The policy to provide this insurance is to be written on a Comprehensive General Liability Form or Commercial General Liability Form which must include the following:

1. Coverage for liability arising out of the operation of independent contractors.
2. Completed operation coverage.

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3. Attachment of the broad form Comprehensive General Liability Endorsement.

- B. In the event that the use of explosives is a required part of the contract, the contractor's insurance must include coverage for injury to or destruction of property arising out of blasting or explosion.
- C. In the event that a form of work next to an existing building or structure is a required part of the contract, the contractor's insurance must include coverage for injury to or destruction of property arising out of:
 - 1. The collapse of or structural injury to buildings or structures due to excavation, including burrowing, filling or backfilling in connection therewith, or to tunneling, cofferdam work or caisson work or to moving, shoring, underpinning, razing or demolition of buildings or structures or removal or rebuilding of structural supports thereof.
- D. Coverage must be included for injury to or destruction of property arising out of injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property or any apparatus in connection therewith below the surface of the ground, if such injury or destruction is caused by or occurs during the use of mechanical equipment for the purpose of excavating, digging or drilling, or to injury to or destruction of property at any time resulting there from.
- 2. Automobile liability insurance coverage for the contractor (whether included in the policy providing general liability or in a separate policy) must provide liability for the ownership, operation and maintenance of owned, non-owned and hired cars. The limits of liability for-automobile liability insurance shall be provided in the following amounts:

Bodily Injury Liability: \$1,000,000.00 each person; \$2,000,000.00 each occurrence (annual aggregate).

Property Damage Liability: \$2,000,000 each occurrence (annual aggregate)

(B) Workers Compensation Insurance:

The contractor shall also carry Workers Compensation Insurance or otherwise fully comply with the provision of the New Mexico Workmen's Compensation Act and occupational disease disablement law. If the contractor is an "Owner- Operator" of such equipment, it is agreed that the State of New Mexico assumes no responsibility, financial or otherwise, for any injuries sustained by the "Owner-Operator" bring the performance of said contract. If contractor fails to comply with Worker's Compensation Act and applicable rules when required to do, the contract may be cancelled effectively immediately.

(C) Certificate of Insurance/Department as Additional Insured:

The contractor being awarded the Price Agreement shall furnish evidence of contractor's insurance coverage by a Certificate of Insurance. The Certificate of Insurance shall be submitted prior to award of the price agreement.

The contractor shall have the New Mexico Department of Transportation named as an additional insured on the Comprehensive General Liability Form or Commercial General Liability Form furnished by the contractor

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pursuant to paragraph (A) 1 and (A) 2, of this subsection, The Certificate of Insurance shall state that the coverage provided under the policy is primary over any other valid and collectible insurance.

The Certificate of Insurance shall also indicate compliance with these specifications and shall certify that the coverage shall not be changed, cancelled or allowed to lapse without giving the Department (30) days written notice. Also a certificate of insurance shall be furnished to the department for renewal of a policy or policies as necessary during the terms of the contract. The department shall not issue a notice to proceed until such time as the above requirements have been met.

(D) Umbrella Coverage:

The insurance limits cited in the above paragraph are minimum limits. This specification is in no way intended to define what constitutes adequate insurance coverage for individual contractor. The Department will recognize the following form excess coverage (umbrella) as meeting the requirements of sub section (A) 1.A of Section, should such insurance otherwise meet all requirements of such subsections.

(E) Other Required Insurance:

The contractor shall procure and maintain, when required by the department, form and types of Bailee Insurance such as, but not limited to Builders Risk Insurance, Contractor's Equipment Insurance, Rigger's Liability Property Insurance, etc. in an amount necessary to protect the department against claims, losses and expenses arising from the damage, disappearance or destruction of property of others in the care, custody or control of the contractor, including property of others being installed, erected or worked upon by the contractor, his agents or subcontractors.

Public Works Minimum Wage Act:

This is a Public Works contract subject to the provisions of the Public Works Minimum Wage Act, Section 13-4-11 through 13-4-17, et. Seq. NMSA 1978 as amended. Minimum wage rates as determined and published by the New Mexico Department of Workforce Solutions, Santa Fe, New Mexico shall be in effect and utilized by the vendor during the life of this price agreement.

You are hereby advised that wherever differences exist between the minimum wage rates shown under wage decisions of the New Mexico Department of Workforce Solutions, Santa Fe, New Mexico and those shown under U.S. Department of Labor current Wage Decision Numbers, No. NM 030002-NM030003 and any modifications thereto noted in the contract assembly, the higher wage rates shall govern.

If a contractor or subcontractor is willfully paying his laborers, mechanics, or operators less than the rates required by the agreement for the work the laborers, mechanics, and operators are performing, the contractor or subcontractor may lose his right to proceed with the work.

Contract Order:

At time of every task order issued for projects over sixty thousand dollars (\$60,000.00), a Wage Rate Decision number must be requested by end user of the user Agency. The Wage Rate Decision number can be obtained by contacting Work Force Solutions at www.dws.state.nm.us. Wage Rates must be attached to each contract order issued. For projects over sixty thousand dollars (\$60,000), the user agency must verify that the awarded vendor has an active registration with the NM Department of Workforce Solutions.

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Bonding:

A 100% performance bond and 100% payment and material bond executed by a surety company authorized to do business in the state of New Mexico will be required of the successful bidder(s) prior to each project over \$25,000.00. Said bonds must be provided to the requesting agency and are to be filed with the agencies purchase office. Failure to comply shall result in order being issued to another vendor and difference being charged back to the awarded contractor(s).

Price shall not include New Mexico gross receipts tax or local option tax (es). Such tax or taxes shall be added by the contractor to its invoice at the current tax rate at the project's location, as a separate item to be paid by the users of this price agreement. The total amount represents the total compensation to be paid by the State for goods and/or service provided. The prices quoted herein represent the total compensation to be paid by the State for the goods and/or services provided including any and all labor, equipment, tools, materials, taxes, permits, licenses or other costs necessary to complete the services or goods provided.

The awarded contractor shall be responsible for all permits associated with this work as required by the State of New Mexico Construction Industries Division. The CID will issue permits for work performed at State buildings. Contractors will be allowed travel time and mileage one way from vendor's place for business to jobsite in excess of fifty (50) miles. If job required more than one visit contractor must have justification and prior approval from the using agency. Mileage will be based by mapquest.com.

Contractor Note:

No person shall act as a contractor without a license issued by the Construction Industries Division, classified to cover the type of work to be performed. No bid on a contract shall be submitted unless the contractor has a valid contractor's license issued by the CID to bid and to perform the type of work to be undertaken, as set forth in § 60-13-12, NMSA 1978. Contractor shall provide these services as part of its regular business services and not acting as a "broker" for these services, with the actual roofing work being performed by a second tier subcontractor.

Contractor shall provide the following information:

Contractor's New Mexico License No. _____

Contractor's Classification No. _____

State Tax Identification No. _____

The contractor will be contacted on an as needed basis to perform work associated with this price agreement. Failure to respond to the State's requests shall be grounds for termination of this price agreement.

The contractor and its employees agree to cooperate with and to abide by the rules and requirements of the requesting state agency to not interfere with the daily operations of the agency or jeopardize the health, safety or welfare of the employees or general public conducting business with the State.

The using agency reserves the right to purchase materials directly from existing price agreement sources, and to provide these materials to the contractor. The contractor shall provide an itemized, quantifiable list of materials required for the project.

For questions contact, James Ortega 505-827-5135 or Angela Martinez 505-827-5127.

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 making 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, EPDM, TPO, HYPLAON, modified bitumen and metal roofing panels. 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.

Roofing Warranty:

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 damage occur the contractor shall restore all existing adjacent finishes to their original condition.

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 price agreement. Journeymen 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 the project.

Hourly rates are requested for the three levels of personnel as follows:

Journeyman: a person licensed by the State of New Mexico as a journeyman in the specialized field or work required and being performed on this project.

Apprentice: a person with substantial experience in this field of work, but not yet licensed as a journeyman.

Laborer: a person with minimal experience, performing simple tasks as clean-up and other minor forms of labor.

Materials and Parts: Contractor shall submit billings, based on actual contractor costs for materials, less any applicable percentage for discounts. Contractor shall provide verification that materials purchased were used for the project. Any unused, billed for materials shall be turned over to the owner or agency for which the

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work was provided. When billing, the contractor shall provide copies of the invoices for the associated parts and materials used in the project showing the vendor and dates of purchase.

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 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 price agreement.

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.

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.

Where work is to be conducted in a state 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 the 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 NMDOT reserves the right to provide an escort and/or full time supervision of the 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 NMDOT 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 subcontractor shall immediately cancel this price agreement. Any employee of the contractor found in violation of any law, while on the user agency's property, will be prosecuted.

The State of New Mexico reserves the right to award this price agreement to multiple vendors.

Bids for these services are requested for the NMDOT on a statewide basis. Separate awards for each or combinations of zones may be utilized. Vendors are encouraged to bid only in the zones where the bidder may adequately perform the service in an efficient manner. ***The vendor shall indicate below in which zones***

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the vendor is bidding. A work zone map is attached and made a part of this solicitation. The following are the work zones applicable to this request for bids:

- _____ Zone One: San Juan
- _____ Zone Two: Rio Arriba, Taos, Los Alamos, Santa Fe
- _____ Zone Three: Colfax, Harding, Union
- _____ Zone Four: McKinley, Cibola
- _____ Zone Five: Sandoval, Bernalillo, Valencia, Torrance
- _____ Zone Six: Mora, San Miguel, Guadalupe
- _____ Zone Seven: De Baca, Roosevelt, Quay, Curry
- _____ Zone Eight: Catron, Socorro Zone Nine: Otero, Lincoln Zone Ten: Eddy, Chaves, Lea
- _____ Zone Eleven: Grant, Hidalgo, Luna
- _____ Zone Twelve: Sierra, Dona Ana

If the contractor is bidding on multiple zones, it shall indicate applicable prices per zone where the work would be performed. See attached work zone map to determine zones bidding.

Evaluation criteria:

- Item 001 - 8 hours
- Item 005 - 8 hours
- Item 009 - 4 hours
- Item 013- 8 hours
- Item 014-4 hours
- Item 015-8 hours
- Item 016-4 hours
- Item 018-50 miles

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Awarded Vendors:

(AA) 00000

**Big D Enterprises
2861 Agua Fria St.
Santa Fe, NM 87507
505 982-7663**

(AB) 0000043592

**DKG & Associates, Inc.
6920 Huseman Place SW
Albuquerque, NM 87121
505 873-4660**

(AC) 0000070515

**J3 Systems LLC
145 Bosque Farms Blvd.
Bosque Farms, NM 87068
505 869-2629**

(AD) 0000093684

**JRM Construction
2620 Via Berrenda
Santa Fe, NM 8750
505 920-9768**

(AE) 0000047175

**National Roofing Company, Inc.
3408 Columbia Dr. NE
Albuquerque, NM 87107
505 883-3000**

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
				<i>For Items 1-18 below:</i> <i>AB(1) = zones 1,2,4,5,6,8</i> <i>AB(2) = zones 3,7,9,10,11,12</i> <i>AE = zones 2,5,6</i> <i>AF = zones 1- 8</i> <i>All others = zones 1-12</i>
001	1	Hr.	Foremen regular hours worked	AA \$40.00 AB (1) \$60.00 AB (2) \$70.00 AC \$45.00 AD \$58.50 AE \$70.00
002	1	Hr.	Foremen, hours worked, after 5 pm- 8 am	AA \$50.00 AB (1)\$90.00 AB (2) \$100.00 AC \$55.00 AD \$62.50 AE \$80.00
003	1	Hr.	Foremen, weekend hours worked	AA \$50.00 AB (1)\$90.00 AB (2) \$100.00 AC \$65.00 AD \$58.50 AE \$80.00
004	1	Hr.	Foremen, holiday hours weekend	AA \$50.00 AB (1) \$120.00 AB (2) \$140.00 AC \$65.00 AD \$86.50 AE \$80.00
005	1	Hr.	Manufacturer certified installer, regular hours worked	AA \$28.00 AB (1) \$52.00 AB (2) \$62.00 AC \$40.00 AD \$48.50 AE \$60.00
006	1	Hr.	Manufacturer certified installer, hours worked after 5 pm -8 am	AA \$38.00 AB (1) \$78.00 AB (2) \$88.00 AC \$50.00 AD \$52.50 AE \$70.00
007	1	Hr.	Manufacturer certified installer, weekend hours worked	AA \$38.00 AB (1) \$78.00 AB (2) \$88.00 AC \$60.00 AD \$48.50 AE \$70.00

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
008	1	Hr.	Manufacturer certified installer, holiday hours worked	AA \$38.00 AB (1) \$104.00 AB (2) \$124.00 AC \$60.00 AD \$76.50 AE \$70.00
009	1	Hr.	Laborer, regular hours worked	AA \$19.00 AB (1) \$46.00 AB (2) \$56.00 AC \$35.00 AD \$32.50 AE \$60.00
010	1	Hr.	Laborer, hours worked after 5 pm-8 am	AA \$29.00 AB (1) \$69.00 AB (2) \$79.00 AC \$45.00 AD \$36.50 AE \$70.00
011	1	Hr.	Laborer, weekend holiday hours worked	AA \$29.00 AB (1) \$69.00 AB (2) \$79.00 AC \$55.00 AD \$47.50 AE \$70.00
012	1	Hr.	Laborer, holiday hours worked	AA \$29.00 AB (1) \$92.00 AB (2) \$112.00 AC \$55.00 AD \$47.50 AE \$70.00
013	1	Hr.	Diagnosis, project estimates, troubleshooting regular hours worked	AA \$40.00 AB (1) \$60.00 AB (2) \$80.00 AC \$75.00 AD \$55.00 AE \$85.00
014	1	Hr.	Diagnosis, project estimates, troubleshooting hours worked after 5 pm-8 am	AA \$50.00 AB (1) \$90.00 AB (2) \$120.00 AC \$85.00 AD \$55.00 AE \$95.00
015	1	Hr.	Diagnosis, project estimates, troubleshooting weekend hours worked	AA \$50.00 AB (1) \$90.00 AB (2) \$120.00 AC \$95.00 AD \$55.00 AE \$95.00

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
016	1	Hr.	Diagnosis, project estimates, troubleshooting holiday hours worked	AA \$50.00 AB (1) \$120.00 AB (2) \$160.00 AC \$95.00 AD \$65.00 AE \$95.00
017	%	Hr.	Discount given off all retail parts and materials. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased	AA 10% AB (1)+20% AB (2)+20% AC 0% AD 5% AE 0%
018	1	Mile	One way per mile cost, per service. Vehicle required, measured from awarded contractor's office/shop to the requested job site, for travel in excess of 59 miles one way, based on mapquest.com	AA \$2.00 AB (1) \$2.50 AB (2) \$3.50 AC \$.85 AD \$.54 AE \$2.00

*** 18 Awarded Items ***