



<b>ACTION SHEET</b> <b>CITY COUNCIL COMMITTEE MEETING OF 08/13/14</b> <b>ITEM FROM FINANCE COMMITTEE MEETING OF 08/04/14</b>
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**ISSUE:**

11. Request for Approval of Procurement under Cooperative Price Agreement and Professional Services Agreement – Fire Station #7 and Marty Sanchez Links Clubhouse & Pro Shop Reroofing Projects; Cooperative Education Services (CES)/J3 Systems, LLC. (Jason Kluck)

**FINANCE COMMITTEE ACTION: APPROVED AS DISCUSSION ITEM**

Requested approval of procurement under cooperative price agreement and professional services agreement for Fire Station #7 and Marty Sanchez Links Clubhouse & Pro Shop Reroofing Projects with Cooperative Education Services (CED)/J3 Systems, LLC in the amount of \$234,523.45 inclusive of gross receipts tax. Budget is available in project fund.

**FUNDING SOURCE: 32125.572500 and 32125.572500.0112900**

**SPECIAL CONDITIONS OR AMENDMENTS**

**STAFF FOLLOW-UP:**

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

3-17-14

# City of Santa Fe, New Mexico

# memo

**DATE:** July 23, 2014

**TO:** Finance Committee

**FROM:** Robert Rodarte, Officer  
Purchasing Division 

**VIA:** Teresita Garcia, Assistant Finance Director  
Finance Department 

**ISSUE:** Procurement of Roof Repair Services: Fire Station #7 and Marty Sanchez Clubhouse and Pro Shop  
Method of Procurement: Cooperative 2012-028  
Vendor: Cooperative Educational Services/J3 Systems, LLC, (dba Lone Mountain Roofing)

## SUMMARY:

The Public Works Division is requesting approval for roofing services, for Fire Station #7 and Marty Sanchez Clubhouse and Pro Shop, from the aforementioned Cooperative Contract, in the total amount of \$234,523.45. The awarded vendor under this contract is Cooperative Educational Services/J3 Systems, LLC.

An itemized breakdown of the services and cost related to the procurement is provided.

By City policy, the City can use State, Federal Price or Cooperative Agreements without having to bid the items on its own. By City policy, procurement from State or Federal Price Agreements over \$50,000.00, require City Council approval (City Purchasing Manual Section 11.1).

## ACTION:

It is requested that this procurement to Cooperative Educational Services/J3 Systems, LLC, for roofing services, from the Cooperative Price Agreement 2012-028, in the amount of \$234,523.45, be reviewed, approved and submitted to the City Council for its consideration.

**ACTION SHEET  
ITEM FROM THE  
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING  
OF  
MONDAY, JULY 28, 2014**

**ITEM 11**

CIP PROJECT #646 – FIRE STATION #7 AND MARTY SANCHEZ CLUBHOUSE & PRO SHOP REROOFING PROJECTS

- REQUEST FOR APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH COOPERATIVE EDUCATION SERVICES (CES)/J3 SYSTEMS, LLC IN THE AMOUNT OF \$234,523.45 (JASON KLUCK)

**PUBLIC WORKS COMMITTEE ACTION: Approved on Consent**

**FUNDING SOURCE: 32125.572500 and 32125.572500.0112900**

**SPECIAL CONDITIONS / AMENDMENTS / STAFF FOLLOW UP:**

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON TRUJILLO	X		
COUNCILOR BUSHEE	X		
COUNCILOR DIMAS	X		
COUNCILOR DOMINGUEZ	X		
COUNCILOR RIVERA	X		

# City of Santa Fe New Mexico

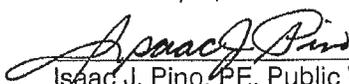
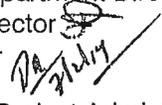
## Public Works Dept. - Facilities Division

### MEMO

DATE: July 20<sup>J.M.K.</sup>, 2014

TO: Public Works, CIP & Land Use Committee/Finance Committee/  
City Council

VIA: Marcos Tapia, Finance Department Director

  
Isaac J. Pino, PE, Public Works Department Director  
David Pfeifer, Facilities Division Director  
Robert Rodarte, Purchasing Officer 

FROM: Jason M. Kluck, Facilities Division Project Administrator JMK

ISSUE: CIP# 646 – Fire Station #7 and Marty Sanchez Clubhouse & Pro Shop  
Reroofing projects

- Request for approval of Professional Services Agreement with Cooperative Educational Services (CES)/ J3 Systems, LLC (\$234,523.45)

#### SUMMARY:

The Facilities Division is requesting approval of roofing services for Fire Station #7 and Marty Sanchez Clubhouse & Pro Shop reroofing projects with J3 Systems, LLC, under CES Contract 2013-028. Itemized proposals of services and cost related to this procurement are attached.

By City policy, the City may use State and Federal Price or Cooperative Agreements in lieu of bidding out the project. By City policy, procurement from State or Federal agreements in amounts over \$50,000 require City Council approval (City Purchasing Manual Section 11.1).

#### BUDGET:

Funding will be available from Municipal Facility Repair - Business Unit #32125.572500 (\$46,168.67) & 32125.572500.0112900 (\$188,354.78)

#### SCHEDULE:

The work is scheduled for completion within 70 calendar days after the issuance of the Notice to Proceed.

#### REQUESTED ACTION:

Please approve the attached Professional Services Agreement with CES/J3 Systems, LLC in the amount of \$234,523.45.

#### ATTACHMENTS:

Professional Services Agreement  
Proposals from J3 Systems, LLC (Exhibit "A" & "B"), CES Contract documentation  
COLI

xc: Shirley Rodriguez, Project File

CITY OF SANTA FE  
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Cooperative Educational Services (CES)/J3 Systems, LLC (the Contractor"). The date of this Agreement shall be when signed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

Roof remodeling and associated work at Fire Station #7 located at 2391 Richards Avenue and Marty Sanchez Golf Course Clubhouse and Pro Shop located at 205 Caja del Rio Road in accordance with the permit documents approved by CID and including all necessary coordination with the City's Agent, the Architect of Record providing the documents for the commercial reroofing permits, coordination with authorized City representatives and in accordance with the CES proposals dated June 4, 2014, Exhibit "A", and June 11, 2014, Exhibit "B" attached hereto and incorporated herein as part of this agreement. The agreement between CES and J3 Systems, LLC covering this scope of services shall remain in full effect for the duration of the project.

Services shall include coordination, meetings, conferences with authorized City Staff, any associated building

officials, subcontractors, vendors or suppliers to insure a fully warranted final product/system that functions in accordance with manufacturer specifications and all applicable local codes and ordinances.

The Contractor shall additionally provide the following items and services to the City:

A. Issue and adhere to a comprehensive schedule of permitting, construction, close-out and warranty inspections.

B. Secure and cover expenses and fees for all required permits.

C. Deliver permit notices, inspection tickets immediately upon receipt and CID Permit Summary immediately upon passing final inspection.

D. Develop and implement a construction staging strategy to minimize interference with the Public, Facility Staff and Facility Operation.

E. Provide one year contractor's warranty covering all improvements included in the contract.

F. Deliver O&M manuals and all applicable warranties in a timely manner.

G. Conduct a walkthrough and hand-off meeting on the roof of each building with City Facilities Maintenance Staff after Substantial Completion of the work.

H. Issue accurate Pay Applications and wage rate Statements of Compliance in a timely manner.

I. Maintain portable toilet facilities at each site for the duration of the construction period.

J. Maintain a well-kept area of staging and construction, free of loose construction debris and building materials for the duration of the work, in conjunction with any necessary dump equipment, dump staging, hauling, permitting and fees.

K. Maintain any needed or required public and worker safety measures for the duration of the work.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed two hundred thirty four thousand five hundred twenty three dollars and forty

five cents (\$234,523.45), inclusive of Permit fees, Bond, \$10,000 MEP contingency at Fire Station #7 and NMGRT.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt of invoice and approval by the City of the work.

D. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever last and terminate on June 30, 2016, unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon thirty (30) days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, the City shall pay the Contractor for the reasonable value of services satisfactorily performed and accepted by the City through the date Contractor receives notice of such termination, and for which compensation has not already been paid and prior approved reimbursable expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional 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 Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent

changes to such article throughout the term of this contract.

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations

whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. If applicable, the Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14. NEW MEXICO TORT CLAIMS ACT

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

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that 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 the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent

jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:  
Facilities Division  
2651 Siringo Rd. Bldg. "E"  
Santa Fe, NM 87505

Contractor:  
J3 Systems, LLC  
145 Bosque Farms Blvd.  
Bosque Farms, New Mexico 87068

[THIS SECTION INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement  
on the date set forth below.

CITY OF SANTA FE:

CONTRACTOR:  
J3 SYSTEMS, LLC

JAVIER M. GONZALES, MAYOR

  
EARL WISE, COMMERCIAL  
OPERATIONS DIRECTOR

DATE: \_\_\_\_\_

DATE: 7-2-14

CRS: #03-001386-00-1  
City of Santa Fe Business  
Registration #14-00125450

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

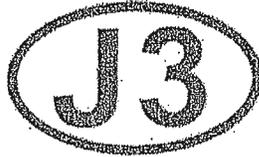
APPROVED AS TO FORM:

  
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

MARCOS A. TAPIA,  
FINANCE DEPARTMENT DIRECTOR

32125.572500.0112900 & 32125.572500  
BUSINESS UNIT/LINE ITEM



June 4, 2014

CES Proposal  
Fire Station # 7  
Santa Fe New Mexico

Proposed Scope of Work

1. Perform infrared moisture scan.
2. Clean roof and prep for new system.
3. Leave existing coping in place, inspect and ensure it is water tight.
4. Mechanically fasten 1/2" SecurShield HD board.
5. Mechanically fasten 60 white mil TPO membrane and flashings.
6. Flash all penetrations and curbs per manufacturer's requirements
  - a. Install termination bar at perimeter of high walls and reuse existing counter flashing
7. Install walk way per plans.
8. Install gutter and down spout as shown on attached roof plan.
9. Clean and paint gas lines.
10. Install treated 4"X 4" wood blocking under conduit, gas lines and swamp coolers.
11. Remove skylights, leaving curbs, install plywood over opening and roof over.
12. Finish off interior of skylight areas to match existing ceiling
13. Reuse existing roof drains, water test after roofing is complete.
14. Install new counter flashing between coping and wall panels.
15. Replace circular skylight.
16. Install grease mat.
17. Provide 15 year manufacturer NDL warranty.

We are requesting that the City of Santa Fe provide an additional \$10,000 contingency for mechanical, electrical and plumbing. We do not anticipate any major work for these categories, but with the number of roof grains present there is a possibility of having to rework/replace some of these.

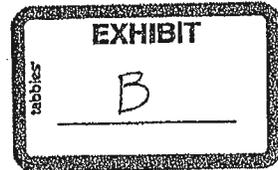
Base Bid:	\$117,300.00
Bond:	\$2,760.00
Total:	\$120,060.00
NMGR @ <del>7.75</del> 8.1875	\$9,829.91
Total Contract	\$129,889.71

UNIT PRICING:

Replace Roof Drain	\$1,400.00 each
Replace damaged wet insulation	\$0.64 per board foot

CES Contract No. 2012-001B-J3S

We appreciate the opportunity to provide this pricing good through 30 November 2014.  
Please direct any questions to Tim Davis @ 505-264-3524



June 11, 2014

CES Proposal Revised  
Marty Chavez Club House  
Santa Fe New Mexico

Scope of Proposed Work

1. Provide Infrared scan.
2. Cut all ridges and blisters in field. Prime and adhere cap sheet with adhesive at roof areas with excessive surface delamination ie. scrim showing
3. Inspect all areas designated wet. Remove all wet roofing material and replace with equal materials using unit pricing.
4. All pitch pans, soil pipes, and misc roof penetrations to get new roof flashings.
5. Repair all parapet and and curb flashings. Perform repairs at all delaminated flashings. Cut, re-adhere and 3 course. 3-course all parapet wall flashing corners and curb corners with asphalt flashing
6. Apply Garla Prime asphalt primer to all vertical flashings..
7. Apply Silver Shield at rate of 2 gallons square one coat on all walls and curb flashings.
8. Broom or blow roof surface. Prime existing roof surface with Garla Prime at a rate of 1/2 gal per square. Install 3 gal of Energizer K plus FR per square. Embed Grip Polyester Firm with 4" lap. 3 gal topcoat Energizer K FR.
9. Broadcast granule mineral surfacing at a rate of 30lbs per square
10. Install one grease matt over kitchen area per plans.
11. Remove and roof over 2 skylights per plans.
12. 5 year manufacturer's warranty

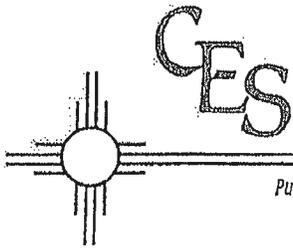
Base Bid:	\$84,600.00
<u>Bond:</u>	<u>\$2,115.00</u>
Total:	\$86,715.00
<u>NMGRT @ 8.1875</u>	<u>\$7,099.79</u>
Total Contract	\$93,814.79

UNIT PRICING:

Replace damaged/wet insulation \$0.64 per board foot

CES Contract No. 2012-001B-J3S

We appreciate the opportunity to provide this pricing good through 30 November 2014.  
Please direct any questions to Tim Davis @ 505-264-3524



# COOPERATIVE EDUCATIONAL SERVICES

*Public Educational Institutions in New Mexico United by a Joint Powers Agreement to Establish an Educational Cooperative*

December 04, 2013

## Contract Award Letter

Jeremy Utash  
J3 SYSTEMS, LLC (dba LONE MOUNTAIN ROOFING)  
145 Bosque Farms Blvd  
Bosque Farms, NM 87068

Re: ACCEPTANCE OF OFFER and CONTRACT AWARD

2013-028 914-280 J3S RSMears - JOC Source of Roofing and Protective Coating Products, Inspections, Installation, Maintenance, Repair and Related Products and Services Regions 1 through 8  
2013-028 914-280 J3S Gordian - JOC Source of Roofing and Protective Coating Products, Inspections, Installation, Maintenance, Repair and Related Products and Services Regions 1 through 8

Dear Mr. Utash,

On behalf of Cooperative Educational Services (CES), I thank you for responding to our 2013-028 solicitation. The responses have been reviewed and it is my pleasure to inform you that you have been selected to provide the products and services indicated in your response.

The enclosed Acceptance of Offer and Contract Award is from the cover sheet that you submitted in your bid. I suggest that you take this award and place it with your copy of the bid that you submitted. Please read carefully the paragraph above the authorized signature. It outlines the agreement and specifies the term of the award.

We would like to include information concerning your company in our procurement directory called the Blue Book. Each of our members and participating entities receives a copy of this Blue Book. It enables their staff to look up important information concerning each vendor before placing an order. Although space is limited, the description below is intended as a quick reference of your company. If you would like to revise the description, please provide any changes in writing to CES' procurement office.

J3 Systems offers high quality roofing products and services relating to new roof installation, roof renovation, replacement, maintenance and repair. Their highly qualified staff can assist CES Members and Participating Entities in assessing and developing both short and long-term roof management programs.

On CES' website ([www.ces.org](http://www.ces.org)), you can download contact information for all of CES' members and participating entities. You are invited to send marketing materials directly to these institutions.

We look forward to working with you. Please let us know if you have questions or if we can be of any further assistance.

Sincerely yours,

Cooperative Educational Services

David Chavez,  
Executive Director  
Ofc: 505.344.5470  
Fax: 505.344.9343

Serving New Mexico Education Since 1979

4216 Balloon Park Road, NE • Albuquerque, New Mexico 87109-5801 • 505.344.5470 • Fax 505.344.9343 • [www.nmedu.org](http://www.nmedu.org)

Form B

**ACCEPTANCE OF OFFER  
and CONTRACT AWARD**

RFP NUMBER 2013-028

OFFER TO BE COMPLETED BY VENDOR

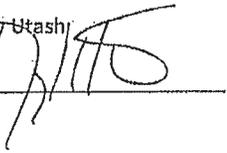
In compliance with the Request for Proposal, the undersigned warrants that I/we have examined the Instruction to Offerors, and, being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, and supplies incurred in compliance with all terms, conditions, specifications and amendments in this Request for Proposal and any written exceptions in the offer. Signature also certifies understanding and compliance with the certification requirements of the Categorical Terms and Conditions. The under-signed understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to CES as stated in the evaluation section, will be a consideration in making the award.

Company Name : J3 Systems LLC

Address: 145 Bosque Farms Blvd    City: Bosque Farms    State: NM    Zip: 87068

Contract Contact Person : Jeremy Utash

Authorized Signature \_\_\_\_\_



Printed Name Jeremy Utash

OFFER EXTENDED TO TEXAS SERVICE AGENCIES



If you are willing to enter into a contract with TexBuy (ESC16) Texas Educational Service Center Region 16 under the same terms and conditions as in this RFP, place initials in the box.

ACCEPTANCE OF OFFER AND CONTRACT AWARD TO BE COMPLETED ONLY BY CES

Contract period: It is CES' intent to award a multi-term contract for the specified materials, equipment and services. The initial contract term shall be for one (1) calendar year from the date of contract award. By mutual written agreement between CES and Contractor, the contract may be extended for up to three (3) consecutive additional 12-month periods, beginning immediately after expiration of the prior term. However, no contract extension exists unless and until Contractor is so notified by CES.

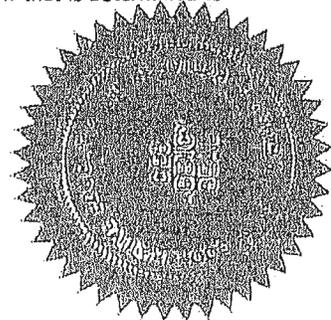
Month-to-month extensions: CES reserves the right to offer month-to-month extensions if that is determined to be in the best interests of Members/Participating Entities.

\_\_\_\_\_  
CES Authorized Signature

SEAL

or

Awarded this 1st day of December 2013



**Form D: OFFEROR'S INDEFINITE QUANTITY UNIT PRICE DECLARATION FORM**

**Instructions: (Place behind Tab 6)**

To complete and submit your pricing information in response to this solicitation, Indefinite Quantity Offeror's Cost Proposal Excel Price Book, which has individual price sheets labeled for each Category to which you may respond. Please complete and place this form (Form D) document behind Tab 6.

Check the Category that applies.

Lot – 1: Gordian-Based Job Order Contract (JOC) for Roofing and Protective Coating Products and Services

Lot – 2: R.S. Means-Based Job Order Contract (JOC) for Roofing and Protective Coating Products and Services

By placing my initials here (JU), I acknowledge that I have read and reviewed the solicitation document sections and exhibits that relate to preparing and submitting cost and pricing information.

1. Format to submit catalog, manufacturer, or public price list information:
  - a. Offeror's Name
  - b. Manufacturer's Name/Brand
  - c. Product Number
  - d. Product Name/Description
  - e. Unit of Measure - Example each, per dozen, 12 oz bottle, etc.
  - f. Unit Price
  - g. CES Discount
  - h. Discounted Price
2. Catalogs and Published Price Lists are to be submitted electronically. Other pricing related terms, conditions, stipulations and requirements that cannot be indicated and/or communicated using the established Excel pricing books must be attached as a separate document (Place behind Tab 6). Such areas may include, but is not limited to:
  - a. Shipping, freight, or delivery costs;
  - b. Minimum order requirements;
  - c. Volume discounts and pricing points;
  - d. Maintenance agreements, if applicable;
  - e. Warranties and extended warranty options;
  - f. Product returns and allowances
3. Once your offer is accepted, any future price adjustments must be made in the same manner and in accordance with the general terms and conditions.
4. If, for any reason, you need to lower a price to remain competitive, or to pass on a special price offered by a manufacturer or supplier, you must first send notice (fax, email, or letter) to CES, officially lowering the price. Once CES has received the information and acknowledged the price change, then you may offer the new prices to your customers. It is against the terms and conditions of this RFP to agree to a lower price with a customer, and then later notify CES or not offer it to all CES Eligible Agencies wanting to procure the same item and the same quantity. CES and its Eligible Agencies understand that there are times that Offerors want to reward a customer or is in a very competitive situation and wants to provide an additional cost incentive. If this situation arises, the Offeror may donate (provide at no cost) any product or service as a cost enhancement. However, on its price proposal, the item shall be listed at its CES contract price with the notation that indicates it is a "(no cost) donated".

**(Place Behind Tab 6)**

**J 3 Systems LLC**

CES Contract #2013-028 914-260 J3S

**Roof Restoration Fier Station # 7 & Marty Chavez Golf Course Clubhouse**      **7/15/2014**  
 City of Santa Fe  
 Santa Fe, New Mexico  
 CES Break Down

Item Number	Description of Work	Quantity	Unit of Measure	Price/Quantity	Total Price
1.10.4.a	Non destructive roof scan, up to 50,000 sq ft, limited service	2	Each	\$2,500.00	\$5,000.00
1.1.1.a	Pressure cleaning, vertical walls	4200	SF	\$0.10	\$420.00
1.1.1.b	Pressure cleaning, horizontal surfaces	7800	SF	\$0.10	\$780.00
1.2.1	Demolition of roof insulation, per inch of depth	3000	SF	\$0.40	\$1,200.00
1.4.1	Remove built-up roof, multi-ply aggregate, non-asbestos, 1" thick or less	3000	SF	\$1.50	\$4,500.00
1.1.6	Caulking: remove existing, clean and prime joint	2000	LF	\$1.00	\$2,000.00
1.1.7	Caulking, epoxied urethane compound, 2 component, 1/4" x 1/4", in place	2000	LF	\$2.00	\$4,000.00
1.2.3	Roof deck insulation, Isocyanurate in 4' x 4' or 4' x 8' sheets with fiberglass facers, 1" thick, R-6.6, applied Type IV asphalt				
1.2.3.b	Cold applications	5000	SF	\$1.50	\$7,500.00
1.4.24	Built-up roof surface with emulsion and granules	5000	SF	\$1.60	\$8,000.00
1.4.31	Built-up roofing repairs; elastomeric mastic, with fiberglass mesh	2500	SF	\$5.00	\$12,500.00
1.11.6.5	Labor Rate for Roofer	720	Per Hour	\$75.00	\$54,000.00

1.1.20	Vapor retarder; 2-ply inorganic, glass, Type IV, applied in cold adhesive to 4' x 8' x 1/4" glass-mat embedded, water resistant gypsum core panel mechanically fastened	12000	SF	\$0.75	\$9,000.00
1.9.9	Reflash existing roof drain	10	Each	\$100.00	\$1,000.00
1.2.20	CDX Gypsum, 1/2" x 4' x 8'				
1.2.19.a	Mechanically attached	8600	SF	\$0.75	\$6,450.00
1.7.12.a	2" x 6"	1200	LF	\$1.25	\$1,500.00
1.6.4	Remove metal counterflashing	1200	LF	\$2.00	\$2,400.00
1.6.5	Counterflashing, galvanized, 24 gauge, 6" width	1200	LF	\$3.00	\$3,600.00
1.4.53	Single ply roof, 45 mils mechanically attached	13300	SF	\$5.00	\$66,500.00
2.1	Mileage rate	12500	Per Mile	\$0.50	\$6,250.00
1.9.15.c	Walk Way	400	LF	\$10.00	\$4,000.00
1.11.2.a	Alternative Methods of Costing - percent of overhead/markup and profit added to cost 2 grease mats	4500	% of O/P	\$1.22	\$5,490.00
1.11.2.a	Alternative Methods of Costing - percent of overhead/markup and profit added to cost large circular skylight	6000	% of O/P	\$1.22	\$7,320.00
1.11.2.a	Alternative Methods of Costing -contingency	10000	% of O/P	\$1.00	\$10,000.00
	<b>Total</b>				\$223,410.00
1.11.2.c	Multiplier/factor to be applied to the R.S. Means costs in Region 1.		% to be applied	\$0.95	\$212,239.50
	Discount				-\$339.50
2.2	Performance and payment bond - bonding rate (percent of project)		Percent	\$2.50	\$4,875.00
	<b>Grand Total</b>				\$216,775.00
	NMGRT @ 8.1875%				\$17,748.45
	<b>Total Billed</b>				\$234,523.45

Client#: 806379

LONEMOUN13

**ACORD**<sup>TM</sup>

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
6/25/2014

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 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> HUB International Ins Svcs Inc 7770 Jefferson Street NE, 200 P.O. Box 90756 Albuquerque, NM 87199-0756	<b>CONTACT NAME:</b> Barbara Kailey <b>PHONE (A/C, No, Ext):</b> - <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> barbara.kailey@hubinternational.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Mountain States Indemnity Compa</td> <td>10177</td> </tr> <tr> <td>INSURER B: Mountain States Mutual Casualty</td> <td></td> </tr> <tr> <td>INSURER C: New Mexico Mutual Casualty Comp</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Mountain States Indemnity Compa	10177	INSURER B: Mountain States Mutual Casualty		INSURER C: New Mexico Mutual Casualty Comp		INSURER D:		INSURER E:		INSURER F:
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<b>INSURED</b> Lone Mountain Roofing J3 Systems, LLC dba 145 Bosque Farms Blvd Bosque Farms, NM 87068														

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			CPP0255552	01/06/2014	01/06/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAP0255563	01/06/2014	01/06/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			CPP0255552	01/06/2014	01/06/2015	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	41126	01/09/2014	01/09/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

<b>CERTIFICATE HOLDER</b> City of Santa Fe Public Works Department - Facilities Division 2651 Siringo Road, Bldg. E Santa Fe, NM 87505	<b>CANCELLATION</b> 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 <i>Robert L. Mackeck</i>
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## City of Santa Fe Summary of Contracts, Agreements, & Amendments

**Section to be completed by department for each contract or contract amendment**

- |                                 |                                     |                             |                          |
|---------------------------------|-------------------------------------|-----------------------------|--------------------------|
| 1 <b>FOR:</b> ORIGINAL CONTRACT | <input checked="" type="checkbox"/> | CONTRACT AGREEMENT          | <input type="checkbox"/> |
| MAINTENANCE AGREEMENT           | <input type="checkbox"/>            | LICENSE AGREEMENT           | <input type="checkbox"/> |
| LEGAL SERVICES AGREEMENT        | <input type="checkbox"/>            | MEMORANDUM OF UNDERSTANDING | <input type="checkbox"/> |
| MEMORANDUM OF AGREEMENT         | <input type="checkbox"/>            | JOINT POWERS AGREEMENTS     | <input type="checkbox"/> |
| GRANT AGREEMENTS                | <input type="checkbox"/>            | CHANGE ORDERS               | <input type="checkbox"/> |

2 Name of Contractor Cooperative Educational Services/J3 Systems, LLC

- 3 Complete information requested  Plus GRT  
 Inclusive of GRT

Original Contract Amount: \$234,523.45

Termination Date: June 30, 2016

Approved by Council Date: (pending)

or by City Manager Date: \_\_\_\_\_

**Contract is for:** Re-roofing of Fire Station #7 & Martt Sanchez Clubhouse/Proshop buildings

Amendment # N/A to the Original Contract# \_\_\_\_\_

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

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

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

or by City Manager Date: \_\_\_\_\_

**Amendment is for:**

- 4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments)  Plus GRT  
 Inclusive of GRT

Amount \$ N/A of original Contract# \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Total of Original Contract plus all amendments: \$ \_\_\_\_\_



**City of Santa Fe  
Summary of Contracts, Agreements, & Amendments**

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP  RFQ  Sole Source  Other

6 **Procurement History:** CES contract approved by Robert Rodarte Cooperative Price Agreement  
example: (First year of 4 year contract) 2012.028

7 **Funding Source:** Municipal Facilities Repair **BU/Line Item:** 32125.572500 &  
32125.572500.0112900

8 **Any out-of-the ordinary or unusual issues or concerns:**  
N/A

(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Jason M. Kluck Phone # 955-5937

**Division Contract Administrator:** David Pfeifer

**Division Director:** David Pfeifer

**Department Director:** Isaac J. Pino, PE

10 **Certificate of Insurance attached.** (if original Contract)

11 **Description of your efforts to reduce the cost of the contract including information on efforts to obtain other quotes for the contracted activity:** This contract is in addition to the CES contract used for procurement. The project was bid significantly over budget. The CES contract method was used as a cost savings measure.

12 **Prior year's contract amount?:** N/A

13 **Describe service impact from an ongoing commitment to the contractor:** N/A

14 **Why staff cannot perform the work?:** Requires licensed contractor with full working crew.

15 **If extending contract, why?:** N/A

16 **Was a Santa Fe company awarded contract? If not, why?:** No. This PSA is undertaken to formalize work with this contractor under the CES Contract.

17 **Has the contract has been approved as to form by City Attorney's Office?:** yes

18 **Is this for City Manager or Council approval?:** Council

**To be recorded by City Clerk:**

Contract # \_\_\_\_\_

Date of contract Executed (i.e., signed by all parties): \_\_\_\_\_