

ITEM # 18-1099

**CITY OF SANTA FE CONTRACT  
AMENDMENT NO. 1 TO  
Gas Line Testing Services for the Waste Water Treatment Plant  
ITEM#18-0992**

AMENDMENT No. 1 (the "Amendment") to the **City of Santa Fe Contract Gas Line Testing Services for the Waste Water Treatment Plant** City of Santa Fe (the "City") and CES/B&D Industries, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

**RECITALS**

A. Under the terms of the Agreement, the Contractor shall provide gas line assessment and testing at the Waste Water Treatment Plant Facility.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION

Article 3, of the Agreement is amended to add additional compensation in the amount of **\$1,724.16**, so that Article 3 reads in its entirety as follows:

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here and as specified in Exhibits A and B attached hereto and incorporated herein.

<u>Deliverable item:</u>	<u>U/I (unit of issue)</u>	<u>Price</u>
68-Hours of Journeyman Labor at \$57.00/hour		\$3,876.00
34-Hours of Helper Labor at \$45.00/hour		\$1,530.00
Materials		\$2,617.00
15% Discount		-\$392.55
NMGRT (8.4375%)		\$634.82

The total compensation under this Agreement shall not exceed **\$8,274.27 - including New Mexico gross receipts tax.**

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in Amendment No. 1, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the **City of Santa Fe Contract Gas Line Testing Services for the Waste Water Treatment Plant** as of the date set forth below.

CITY OF SANTA FE:

*Perce Martinez for EL*  
ERIK LITZENBERG  
CITY MANAGER

Date: 10/15/18

CONTRACTOR:

*See Attached*  
JAY ESPANDOLA  
DIVISION MANAGER B&D INDUSTRIES

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

NM Taxation & Revenue  
CRS#01-716872-004  
City of Santa Fe Business  
Registration #18-00110523

ATTEST:

*Yolanda Y. Vigil*  
YOLANDA Y. VIGIL, CITY CLERK *all*

APPROVED AS TO FORM:

*ERIN K. MCSHERRY* *10/11*  
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

*Mary McCoy* *10/12* *AM*  
MARY MCCOY, FINANCE DIRECTOR

Business Unit Line Item: 52452.520100

3. AGREEMENT IN FULL FORCE.


Except as specifically provided in Amendment No. 2, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the date set forth below.

CITY OF SANTA FE:

CONTRACTOR:

\_\_\_\_\_  
ERIK LITZENBERG  
CITY MANAGER

\_\_\_\_\_  
  
JAY ESPANDOLA  
DIVISION MANAGER B&D INDUSTRIES

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

Date: 10/16/18

NM Taxation & Revenue  
CRS#01-716872-004  
City of Santa Fe Business  
Registration #18-00110523

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
ERIN K. MCSHERRY  
CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
MARY MCCOY  
FINANCE DIRECTOR

Business Unit Line Item: 52452.520100

**CITY OF SANTA FE  
AMENDMENT NO. 1 TO  
PROFESSIONAL SERVICES AGREEMENT**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE GOODS SERVICES AND SOFTWARE CONTRACT City of Santa Fe (the "City") and **CES/FacilityBuild, Inc** (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

**RECITALS**

A. Under the terms of the Agreement, the Contractor shall provide gas line assessment and testing at the Waste Water Treatment Plant Facility.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION

Article 3, of the Agreement is amended to add additional compensation in the amount of **\$1,724.16**, so that Article 3 reads in its entirety as follows:

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here and as specified in exhibits A and B.

<u>Deliverable item:</u>	<u>U/I (unit of issue)</u>	<u>Price</u>
68-Hours of Journeyman Labor at \$57.00/hour		\$3,876.00
34-Hours of Helper Labor at \$45.00/hour		\$1,530.00
Materials		\$2,617.00
15% Discount		-\$392.55
NMGRT (8.4375%)		\$634.82

The total compensation under this Agreement shall not exceed **\$8,265.27 - including New Mexico gross receipts tax.**



## NEW MEXICO

9720 Bell Ave SE  
Albuquerque, NM 87123  
**Phone:** (505) 299-4464  
(866) 315-8349  
**Fax:** (505) 298-2114

## BRANCH OFFICES

### NEW MEXICO

101 DE Rd  
Los Alamos, NM 87544  
**Phone:** (505) 661-8336  
**Fax:** (505) 661-8337

### TEXAS

2118 E. 8th St  
Odessa, TX 79762  
**Phone:** (432) 653-5178  
**Fax:** (432) 653-5179

3928 Business Park Dr.  
Amarillo, TX 79110  
**Phone:** (806) 367-8041  
**Fax:** (505) 298-2114

### ARIZONA

3454 N. San Marcos Pl.  
Bldg B, Suite 3A  
Chandler, AZ 85225  
**Phone:** (480) 632-4002  
**Fax:** (505) 298-2114

### NEW YORK

15 Wood Rd. Space 100  
Round Lake, NY 12151  
**Phone:** (518) 400-7412  
**Fax:** (518) 400-7415

EXHIBIT A

Quote# 10.10.18-1

October 10<sup>th</sup>, 2018

J. Sam Burnett  
Project Administrator  
City of Santa Fe Public Works  
(505) 955-5933 - Office  
[jsburnett@santafenm.gov](mailto:jsburnett@santafenm.gov)

Re: Santa Fe Waste Water Treatment – Change Order

Sam Burnett,

Thank you for the opportunity to provide this quote.

Journeyman Labor 20 hours @ \$57.00	\$ 1,140.00
Helper Labor 10 hours @ \$45.00	\$ 450.00
Total:	\$ 1,590.00
Tax @ 8.4375%:	\$ 134.16
Grand Total:	\$ 1,724.16

**Scope:** B&D will provide labor and material to perform the following services:

Cap hard to reach appliances in the laboratory and administration building pump rooms.

**Exclusions:**

- Any and all cost associated with unforeseen site conditions or delays not caused by B&D Industries
- Exterior or interior work not included in the above scope / Correcting existing code violations.
- Temporary HVAC, Plumbing, Power, Lighting or Facilities, UEC Charges,
- Any other major components not identified in the above scope or attached documents
- Any leaks detected will not be repaired within scope

**Assumptions:**

- All existing utilities, services, and structural supports will accommodate the new install
- B&D will have full unrestricted access to work area
- All work will be performed during standard working hours

Please contact me should you have questions or concerns.

Best Regards,

Dillon Farfan  
505 252-8589 (cell)  
[dfarfan@banddindustries.com](mailto:dfarfan@banddindustries.com)

*This cost proposal is valid for 30 days following issuance by B&D Industries, Inc. If the proposal is accepted after 30 days, B&D reserves the right to revise the price in accordance with commodity pricing changes including, but not limited to, copper, conduit and steel materials. If awarded, B&D reserves the right to review all contract documents associated with the project.*



[www.banddindustries.com](http://www.banddindustries.com)

DEC 07 2015

EXHIBIT B



## COOPERATIVE EDUCATIONAL SERVICES

December 01, 2015

### Contract Award Letter

Nikki Parson  
B&D INDUSTRIES, INC.  
9720 Bell Ave SE  
Albuquerque, NM 87123

Re: ACCEPTANCE OF OFFER and CONTRACT AWARD

16-02DB-R123-ALL RSMeans - JOC Plumbing and HVAC Services (Heating, Cooling, Air Conditioning, Radiant Heat, Chillers, Boilers, Cooling Towers, and Pumps)  
Including Design, Installation and Maintenance Regions 1 through 8  
16-02DB-G113-ALL Gordian - JOC Plumbing and HVAC Services (Heating, Cooling, Air Conditioning, Radiant Heat, Chillers, Boilers, Cooling Towers, and Pumps,  
Including Design, Installation and Maintenance Regions 1 through 8

Dear Ms. Parson,

On behalf of Cooperative Educational Services (CES), I thank you for responding to our 2016-002D 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.

B&D is a full service contractor offering general contracting, electrical, mechanical and HVAC services. They are highly qualified to assist CES Members and Participating Entities in obtaining and completing Job Order Contracting projects in a timely and cost effective manner.

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

*•Your New Mexico Purchasing Cooperative Since 1979•*

Form B

**ACCEPTANCE OF OFFER  
and CONTRACT AWARD**

**RFP NUMBER** 2016-002D

*See attached cover letter for specific awarded contract number(s).*

**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 B&D Industries, Inc.

Address 9720 Bell Avenue SE City Albuquerque State NM Zip 87123

Contract Contact Person Nicole Parsons, Secretary

Authorized Signature Nicole Parsons Printed Name Nicole Parsons, Secretary

**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.

[Signature]  
CES Authorized Signature

Awarded this 20th day of November 2015

