

**CITY OF SANTA FE
AMENDMENT No. 1 TO
CONTRACT # 18-1072**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated 09/26/2018 (the "Agreement"), between the 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, Contractor has agreed to provide the following:

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. SCOPE OF SERVICES.

Article 2 of the Agreement is amended to include sub-sections B-II-o, B-II-p and G, so that Article 2 reads as follows:

2. Scope of Work

The Scope of Work the contractor shall provide to the City shall include, but is not limited to, the following:

A. The contractor shall provide professional construction services for the Renovation of the Women's Locker Room at the Fort Marcy Recreation Complex Project.

B. See the attached architectural plans marked "Exhibit A" attached hereto and made a part thereof from John Barton Architects, LLC to include the following, but is not necessarily inclusive to the items listed below:

I. DEMOLITION:

a. EXISTING LOCKERS TO REMAIN. PROTECT FROM

DAMAGE. EXISTING CONC. BENCHES TO REMAIN
UNDAMAGED.

- b. REMOVE ALL EXISTING PLUMBING FIXTURES,
LAVATORIES, TOILETS, URINALS, DISPENSERS, MIRRORS,
PARTITIONS, ETC. DISPOSE UNLESS OWNER CLAIMS FOR
REUSE ELSEWHERE.
- c. REMOVE ALL FLOOR DRAINS AND PREPARE FOR NEW
DRAINS.
- d. REMOVE PORTION OF CMU WALL & PREPARE FOR
NEW DOOR.
- e. REMOVE PARTITIONS AND SHOWER PIPING. CAP
LINES.
- f. REMOVE EXISTING DOORS, FRAMES AND HARDWARE.
- g. REMOVE ALL TILE FROM WALLS THROUGHOUT.
- h. REMOVE AND SAVE FOR REINSTALLATION GRAB BARS
AND SHOWER FIXTURES. PROTECT FROM DAMAGE. PREPARE
FOR PATCHING AND PAINTING.
- i. REMOVE EXISTING HOOKS.
- J. GRIND DOWN, CLEAN OFF PAINT AND PREPARE FLAT
CONCRETE FLOOR AREAS FOR NEW TILE WORK
THROUGHOUT.
- k. REMOVE EXISTING CONC. BENCHES & PREPARE FOR
NEW BENCHES.
- l. REMOVE EXISTING THERMOSTADT AND SAVE FOR
REINSTALLATION AFTER TILE WORK.
- m. REMOVE EXISTING TRASH RECEPTACLE AND MIRROR.
- n. EXISTING FIRE EXTINGUISHER TO REMAIN
- o. REMOVE AND SAVE FOR REINSTALLATION EXISTING
SIGNAGE THROUGHOUT
- p. REMOVE PORTION OF CMU WALL FOR ADA

CLEARANCE

q. LINE OF CONCRETE FLOOR AREAS TO BE CUT OUT AND REMOVED, ALLOW FOR UP TO 11 INCH THICK SLABS, PREPARE AREAS FOR SLOPED NEW CONCRETE FLOORS AND DRAINS AS PER NEW FLOOR PLAN.

II. NEW WORK:

a. EXISTING LOCKERS TO REMAIN. PROTECT FROM DAMAGE. EXISTING CONC. BENCHES TO REMAIN AND TO BE PATCHED AND PAINTED.

b. INSTALL NEW PLUMBING FIXTURES, LAVATORIES, TOILETS, URINALS, DISPENSERS, MIRRORS, PARTITIONS, ETC. SEE FIXTURE, ACCESSORY AND EQUIPMENT SCHEDULES, SHEET A-4.

c. NEW FLOOR AND TRENCH DRAINS, SEE HARDWARE SCHEDULE, SHEET A-4

d. NEW 8" CMU WALL INFILL TO MATCH EXISTING.

e. NEW 8" CMU WALL AND SHOWER ENCLOSURES.

f. NEW ALUMINUM DOORS, FRAMES AND HARDWARE. SEE SCHEDS. A-4

g. NEW WALL TILE OVER 1/4" BACKER BOARD THROUGHOUT. SEE ELEVATIONS & DETAIL 1/A-4

h. NEW GRAB BARS. PROTECT FROM DAMAGE. SEE ELEVATIONS SHEET A-2 AND SCHEDULES SHEET A-4.

i. NEW HOOKS IN BOTH MEN'S AND WOMEN'S LRS. NEW HOOKS TO MATCH EXISTING IN WOMEN'S LR. LOCATE 5% OF HOOKS AT NO MORE THAN 48" AFF FOR ADA COMPLIANCE.

j. FLOORS THROUGHOUT TO RECEIVE NEW TEXTURED 6"X6" CERAMIC TILE. SLOPED FLOOR AREAS TO RECEIVE NEW 4" SLABS WITH NEW SLOPES AS INDICATED TO DRAINS @ 1 | 4 INCH PER FOOT (1 :50). SEE DETAIL 1/A-4

k. INSTALL 8 NEW ADA COMPLIANT LOCKERS ON TOP OF EXISTING PORTION OF CONC. BENCH TO REMAIN. NEW LOCKERS TO MATCH EXISTING LOCKERS. SEE ELEVATIONS, SHEET A-2, SCHEDULES SHEET A-4.

l. NEW CONCRETE ADA COMPLIANT BENCHES. 22" X 44". BENCHES TO MATCH EXISTING LOCKER ROOM CONCRETE BENCHES. SEE ELEVATIONS.

m. NEW BABY CHANGING STATION. COMPLY WITH ANSI 603.5. SEE SCHEDULE

n. NEW SOLID PLASTIC PARTITION AND DOORS. SEE DOOR SCHEDULE, A-4

o. PROVIDE LABOR AND MATERIALS TO REPAIR DAMAGED CONDUIT AND ELECTRICAL LINES ACCORDING TO WOA #3.

p. PROVIDE LABOR AND MATERIALS TO INSTALL 3 NEW GANG WIREMOLD BOXES ACCORDING TO WOA #3.

- C. See the attached bid form marked "Exhibit B" attached hereto and made a part thereof from FacilityBuild, Inc, which documents FacilityBuild's accepted proposal.
- D. See the attached CES Documentation marked "Exhibit C" attached hereto and made a part thereof from FacilityBuild, Inc, which documents FacilityBuild's approved participation in the CES cooperative purchase agreement.
- E. See the attached information submission summary marked "Exhibit D" attached hereto and made a part thereof from FacilityBuild, Inc, which documents FacilityBuild's preliminary schedule for this project.
- F. See the attached warranty document marked "Exhibit E" attached hereto and made a part thereof from FacilityBuild, Inc, which documents FacilityBuild's warranty for this project.
- G. See the attached warranty document marked "Exhibit F" attached hereto and made a part thereof from FacilityBuild, Inc, which**

documents FacilityBuild's WOA #3.

2. COMPENSATION.

Article 3 of the Agreement is amended to increase the amount of compensation by a total of \$8,482.50 so that Article 3 reads in its entirety as follows:

Deliverable Item:	U/I (unit of issue)	Price:
01 4A Lump Sum	1	\$190,608.51
02 Div 1 General Requirements	1	\$1,231.28
03 Div: 16 Electrical	1	\$5,786.00
04 Div. 16 Electrical	1	\$805.20
05 NMGRT	1	\$16,742.61

The total compensation under this Agreement shall not exceed \$215,173.60, including NMGRT.


3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, 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 dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:



ALAN WEBBER,
MAYOR



CAMERON KILCUP
VICE PRESIDENT FACILITYBUILD, INC

Date: 3/25/19

Date: _____

documents FacilityBuild's WOA #3.

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4. AGREEMENT IN FULL FORCE.

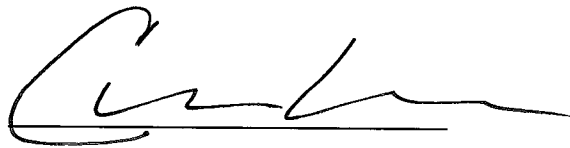
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CONTRACTOR:

ALAN WEBBER
CITY MANAGER

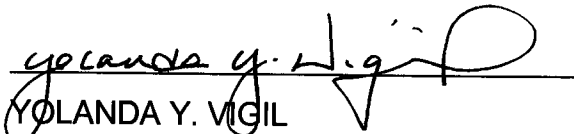


CAMERON KILCUP
VICE PRESIDENT FACILITYBUILD, INC

Date: _____

Date: 03/12/19

ATTEST:


YOLANDA Y. VIGIL
CITY CLERK
CC mtg 3/13/2019

APPROVED AS TO FORM:


ERIN K. MCSHERRY
CITY ATTORNEY

APPROVED:


MARY MCCOY
FINANCE DIRECTOR

BU/LI 32125.572970 Municipal Facility Repair / WIP Construction