

Memorandum



Buckman Direct Diversion

Date: June 6, 2024
To: Finance Department
From: Monique Maes, Contracts Administrator
Via: Rick Carpenter, BDD Facilities Manager
Re: Service Agreement with B & D Industries, Inc.

Item and Issue

Request for approval and processing of Service Agreement with B & D Industries, Inc. for on-call HVAC repair service in the Amount of \$120,000.00 plus applicable NMGRT for FY25.

Background

The Buckman Direct Diversion utilizes B & D Industries Inc. for on-call HVAC repair and Maintenance services. These services, crucial for the operation and efficiency of our facilities included repairs, upgrades, replacements and new installations as necessary.

For the upcoming fiscal year, services with B & D Industries Inc. will continue work under a new contract awarded through the Statewide Price Agreement number #30-00000-23-00084. This agreement ensures that we receive coverage for all HVAC-related needs. Funds for these services will carry forward from FY24 to FY25. Continuing with B & D Industries, Inc. under this agreement allows for a seamless transition into the new fiscal year, maintaining the reliability and efficiency of our HVAC systems without interruption.

Recommend Action:

Staff recommends approval of Services Agreement with B&D Industries in the Amount of \$120,000.00 plus applicable tax for Fiscal Year 2025.

Org & OBJ: 8000801.5210100

Munis Contract # 3204771

Project Code: BDD9300

Approved by BDDDB June 6, 2024



Buckman Direct Diversion 341 Caja del Rio Santa Fe, NM 87506



BUCKMAN DIRECT DIVERSION PROCUREMENT CHECKLIST



Contractor Name: B&D Industries Inc.

Procurement/contract Title: On Call HVAC Services

Procurement Method/Vehicle: ☐ Sole Source ☒ State Price Agreement/Existing ☐

Cooperative ☐ Request For Proposals(RFP) ☐ Invitation To Bid (ITB) ☐ Exempt:

☐ Small Purchase (Contract Under \$60,000) ☐ Other:

Requesting Department: Buckman Direct Diversion

Staff Name: Monique Maes

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING (CPD)

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

Monique Maes
Department Point of Contact

Contracts Admin 06/12/24
Title Date

Department Director

Date

Jan 1st
Chief Procurement Officer

Aug 14, 2024

Date

ITT Representative

Title Date



City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

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

1.a Munis Contract: 3204771 Procurement # (RFP/ITB# If any):

Contractor: B&D Industries

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

Description/Title: On-call HVAC services

Contract: ☐ Agreement: ☐ Lease/Rent: ☐ Amendment: ☐

Term Start Date: 07/1/2024 Term End Date: 06/30/2025 Total Contract Amount: \$120,000.00

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

Contract / Lease: 3204771

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

Increase/(Decrease) Amount \$:

Extend Expiration Date to:

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

Amendment is for:

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

3. Procurement History:

Andy Hopkins

Purchasing Officer Review:

Aug 14, 2024

Date:

Comment & Exceptions: Procured via SWPA

4. Funding Source: Org / Object: 8000801.520100 BDD9300

Andy Hopkins

Budget Officer Approval:

Aug 14, 2024

Date:

Comment & Exceptions:

5. Grant History (if applicable):

Grants Administrator Approval: Date

Staff Contact who Completed This Form: Monique Maes Phone #: 505-955-4508

To be recorded by City Clerk: Email:

Clerk #

Date of Execution:

ITT Representative (attesting that all information is reviewed)

Title

Date

Memorandum



Buckman Direct Diversion

Date: June 6, 2024
To: Buckman Direct Diversion Board
From: Monique Maes, Contracts Administrator
Via: Rick Carpenter, BDD Facilities Manager
Re: Service Agreement with B & D Industries, Inc.

Item and Issue

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Background

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For the upcoming fiscal year, services with B & D Industries Inc. will continue work under a new contract awarded through the Statewide Price Agreement number #30-00000-23-00084. This agreement ensures that we receive coverage for all HVAC-related needs. Funds for these services will carry forward from FY24 to FY25. Continuing with B & D Industries, Inc. under this agreement allows for a seamless transition into the new fiscal year, maintaining the reliability and efficiency of our HVAC systems without interruption.

Recommend Action:

Staff recommends approval of Services Agreement with B&D Industries in the Amount of \$120,000.00 plus applicable tax for Fiscal Year 2025.

Approved by BDDDB June 6, 2024

BDDDB Chair, Carol Romero-Wirth,



Buckman Direct Diversion 341 Caja del Rio Santa Fe, NM 87506





B&DINDU-01

CBUTLER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 6565 Americas Parkway Suite 720 Albuquerque, NM 87110		CONTACT Carrie Butler PHONE (A/C, No, Ext): (805) 262-9412 9412 FAX (A/C, No): (866) 487-3972 E-MAIL Carrie.Butler@hubinternational.com ADDRESS		
INSURED B & D Industries, Inc. 9720 Ball Ave SE Albuquerque, NM 87123		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Valley Forge Insurance Company		20508
		INSURER B: National Fire Insurance Company of Hartford		20478
		INSURER C: The Continental Insurance Company		35289
		INSURER D: Builders Trust of New Mexico		
INSURER E:				
INSURER F:				

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	ADOL SUBR (INSR) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	8016149399	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000	
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	8016149371	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			8016149404	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ Aggregate \$ 5,000,000	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NM) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	X	WC100-0005872-2024A	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Umbrella is Form Following over General Liability, Auto Liability and Employers Liability. Additional Insured, Waiver of Subrogation and Primary Non-Contributory apply per attached policy forms.

CERTIFICATE HOLDER

CANCELLATION

City of Santa Fe (Buckman Direct Diversion) 341 Caja Del Rio Rd Santa Fe, NM 87506	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



City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: B & D INDUSTRIES, INC.
DBA: B & D INDUSTRIES, INC.

Business Location: 9720 BELL SE
ALBUQUERQUE, NM 87123

Owner: B & D INDUSTRIES INC

License Number: 224955

Issued Date: October 16, 2023

Expiration Date: October 16, 2024

CRS Number: 01-716872-004

License Type: Business License - Renewable

Classification: Out of Jurisdiction Contractor -
General

Fees Paid: \$10.00

B & D INDUSTRIES, INC.
9720 BELL SE
ALBUQUERQUE , NM 87123

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO
COMMENCEMENT OF ANY CONSTRUCTION OR THE
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE



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

Statewide Price Agreement Amendment

**Awarded Vendor:
25 Vendors**

Number: 30-00000-23-00084

Amendment No.: Three

Term: July 5, 2023 - July 4, 2025

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

Procurement Specialist: Mikayla Trujillo

Telephone No.: (505) 469-1092

Email: Mikayla.Trujillo@gsd.nm.gov

Invoice:
As Requested

Title: HVAC and Plumbing Services - Statewide

This 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 July 5, 2024 to July 4, 2025 at the same price, terms and conditions, except Vendor (AH) Comfort System USA Southwest, Inc. who chose not to extend.

See attached price increases for Vendor (AF) B & D Industries.

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

Dorothy Mendonca

Date: 7/8/2024

Dorothy Mendonca
New Mexico State Purchasing Agent

Memorandum



Buckman Direct Diversion

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Recommend Action:

Staff recommends approval of Services Agreement with B&D Industries in the Amount of \$120,000.00 plus applicable tax for Fiscal Year 2025.

Org & OBJ: 8000801.5210100

Munis Contract # 3204771

Project Code: BDD9300

Approved by BDDDB June 6, 2024



Buckman Direct Diversion 341 Caja del Rio Santa Fe, NM 87506



Version 3 12.1.2023



City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

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

1.a Munis Contract: 3204771 Procurement # (RFP/ITB# If any):

Contractor: B&D Industries

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

Description/Title: On-call HVAC services

Contract: ☐ Agreement: ☐ Lease/Rent: ☐ Amendment: ☐

Term Start Date: 07/1/2024 Term End Date: 06/30/2025 Total Contract Amount: \$120,000.00

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

Contract / Lease: 3204771

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

Increase/(Decrease) Amount \$:

Extend Expiration Date to:

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

Amendment is for:

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

3. Procurement History:

Shirley

Purchasing Officer Review:

Aug 14, 2024

Date:

Comment & Exceptions: Procured via SWPA

4. Funding Source: Org / Object: 8000801.520100 BDD9300

Andy Hopkins

Budget Officer Approval:

Aug 14, 2024

Date:

Comment & Exceptions:

5. Grant History (if applicable):

Grants Administrator Approval: Date

Staff Contact who Completed This Form: Monique Maes

Phone #: 505-955-4508

To be recorded by City Clerk:

Email:

Clerk #

Date of Execution:

ITT Representative (attesting that all information is reviewed)

Title

Date

Memorandum



Buckman Direct Diversion

Date: June 6, 2024
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Approved by BDDDB June 6, 2024

BDDDB Chair, Carol Romero-Wirth,



Buckman Direct Diversion 341 Caja del Rio Santa Fe, NM 87506





B&DINDU-01

CBUTLER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER License # 0757776 HUB International Insurance Services (SOW) 6565 Americas Parkway Suite 720 Albuquerque, NM 87110	CONTACT Carrie Butler PHONE (A/C, No, Ext): (505) 262-8412 9412 FAX (A/C, No): (866) 487-3972 E-MAIL Address: Carrie.Butler@hubinternational.com														
INSURED B & D Industries, Inc. 9720 Bell Ave SE Albuquerque, NM 87123	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Valley Forge Insurance Company</td><td>20508</td></tr><tr><td>INSURER B: National Fire Insurance Company of Hartford</td><td>20478</td></tr><tr><td>INSURER C: The Continental Insurance Company</td><td>36289</td></tr><tr><td>INSURER D: Builders Trust of New Mexico</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: Valley Forge Insurance Company	20508	INSURER B: National Fire Insurance Company of Hartford	20478	INSURER C: The Continental Insurance Company	36289	INSURER D: Builders Trust of New Mexico		INSURER E:		INSURER F:	
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	8016149399	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
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C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			8016149404	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ Aggregate \$ 6,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC100-0005672-2024A	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

CANCELLATION

City of Santa Fe (Buckman Direct Diversion) 341 Caja Del Rio Rd Santa Fe, NM 87508	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
--	---



City of Santa Fe

Treasury Department

200 Lincoln Ave.

Santa Fe, New Mexico 87504-0909

505-955-6551

BUSINESS REGISTRATION

Business Name: B & D INDUSTRIES, INC.
DBA: B & D INDUSTRIES, INC.

Business Location: 9720 BELL SE
ALBUQUERQUE, NM 87123

Owner: B & D INDUSTRIES INC

License Number: 224955

Issued Date: October 16, 2023

Expiration Date: October 16, 2024

CRS Number: 01-716872-004

License Type: Business License - Renewable

Classification: Out of Jurisdiction Contractor -
General

Fees Paid: \$10.00

B & D INDUSTRIES, INC.
9720 BELL SE
ALBUQUERQUE , NM 87123

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO
COMMENCEMENT OF ANY CONSTRUCTION OR THE
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

**BUCKMAN DIRECT DIVERSION BDDDB
SERVICES AGREEMENT
WITH
B&D INDUSTRIES, INC**

THIS SERVICES AGREEMENT ("Agreement") is made and entered into by and between the Buckman Direct Diversion Board ("BDDDB") and B&D Industries, Inc. ("Contractor"). The effective date of this Agreement shall be the date when it is executed by the BDDDB.

1. SCOPE OF SERVICES

Contractor shall provide services for the BDDDB described as follows:

Provide on-call miscellaneous HVAC and Plumbing services as described in Price Agreement Number 30-0000-23-00084 as accepted for State of New Mexico agencies and local public bodies.

2. STANDARD OF PERFORMANCE; LICENSES

A. Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the Scope of Services described in this Agreement. Contractor shall perform its services in accordance with generally accepted standards and practices customarily utilized by competent consulting firms in effect at the time Contractor's services are rendered.

B. 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

Compensation under this Agreement shall be in an amount not to exceed one hundred twenty dollars (\$120,000.00) plus applicable gross receipts tax, at the rates and charges contained in the attached Exhibit A.

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

B. Payment shall be made upon receipt and approval by the BDDDB of detailed statements containing a report of services completed. Compensation shall be paid only for services performed.

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the BDDDB and terminate June 30, 2025.

6. TERMINATION

A. This Agreement may be terminated by the BDDDB upon thirty (30) days written notice to Contractor. In the event of such termination:

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

(2) If payment has not already been made, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination. If full payment has been made, Contractor agrees to prorate to the date of termination and refund all amounts received for any months after the termination date.

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

A. Contractor and its agents and employees are independent contractors performing professional services for the BDDB and are not employees of the BDDB. Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of BDDB vehicles, or any other benefits afforded to employees of the BDDB 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 contractors retained by Contractor in the performance of the services under this Agreement.

C. Contractor shall comply with the 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 Agreement.

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

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

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 BDDB.

Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the BDDDB.

11. RELEASE

Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the BDDDB, City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; their officers, officials and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. If not completed at the time of final payment, Contractor shall remain obligated to complete the Scope of Services and other obligations of this Agreement. Contractor agrees not to purport to bind the BDDDB to any obligation not assumed herein by the BDDDB unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. Contractor shall not begin the services required under this Agreement until it has: (i) obtained, and upon the BDDDB's request provided to the BDDDB, insurance certificates reflecting evidence of all insurance required herein; however, the BDDDB reserves the right to request, and Contractor shall submit, copies of any policy upon reasonable request by the BDDDB; (ii) obtained BDDDB approval of each company or companies as required below; and (iii) confirmed that all policies contain the specific provisions required. Contractor's liabilities, including but not limited to Contractor's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Contractor's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of Agreement by the BDDDB.

B. Further, Contractor shall not modify any policy or endorsement thereto which increases the BDDDB's exposure to loss for the duration of this Agreement.

C. Types of Insurance. At all times during the term of this Agreement, Contractor shall maintain insurance coverage as follows:

(1) Commercial General Liability. Commercial General Liability (CGL) Insurance must be written on an ISO Occurrence form or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all bodily injury, personal injury or property damage providing the following minimum limits of liability.

General Annual Aggregate (other than Products/ Completed Operation)	\$1,000,000
Products/Completed Operations Aggregate Limit	\$1,000,000
Personal Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000

(2) Automobile Liability. For all of Contractor's automobiles including owned, hired and non-owned automobiles, Contractor shall keep in full force and effect, automobile liability insurance providing coverage at least as broad for bodily injury and property damage with a combined single limit of not less than \$1 million per accident. An insurance certificate shall be submitted to the BDDDB that reflects coverage for any automobile [any auto].

(3) Workers' Compensation. For all of Contractor's employees who are subject to this Agreement and to the extent required by any applicable state or federal law, Contractor shall keep in full force and effect, a Workers' Compensation policy &

Employers Liability policy. That policy shall provide Employers Liability Limits as follows:

Bodily Injury by Accident	\$500,000	Each Accident
Bodily Injury by Disease	\$500,000	Each Employee
Bodily Injury by Disease	\$500,000	Policy Limit

Contractor shall provide an endorsement that the insurer waives the right of subrogation against the BDDDB, City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; their respective elected officials, officers, employees, agents, volunteers and representatives.

D. Cancellation. Except as provided for under New Mexico law, all policies of insurance required hereunder must provide that the BDDDB is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies as evidence by an endorsement to the policies which shall be attached to the certificates of insurance. Cancellation provisions in insurance certificates shall not contain the qualifying words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives". In the event Contractor's insurance carriers will not agree to this notice requirement, Contractor will provide written notice to the BDDDB within four working days of Contractor's receipt of notice from its insurance carrier(s) of any cancellation, nonrenewal or material reduction of the required insurance.

E. Insurer Requirements. All insurance required by express provision of this Agreement shall be carried only by responsible insurance companies that have rated "A-" and "V" or better by the A.M. Best Key Rating Guide, that are authorized to do business in the State of New Mexico, and that have been approved by the BDDDB. The BDDDB will accept insurance

provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of New Mexico.

F. Deductibles. All deductibles or co-payments on any policy shall be the responsibility of Contractor.

G. Specific Provisions Required.

(1) Each policy shall expressly provide, and an endorsement shall be submitted to the BDDDB, that the policy or policies providing coverage for Commercial General Liability must be endorsed to include as an Additional Insured, the BDDDB, City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; their respective elected officials, officers, employees, agents, volunteers and representatives.

(2) All policies required herein are primary and non-contributory to any insurance that may be carried by the BDDDB, City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; their respective elected officials, officers, employees, agents, volunteers and representatives, as reflected in an endorsement which shall be submitted to the BDDDB.

(a) Contractor agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the BDDDB's exposure to loss.

(b) Before performing any services, Contractor shall provide the BDDDB with all Certificates of Insurance accompanied with all endorsements.

(c) The BDDDB reserves the right, from time to time, to review Contractor's insurance coverage, limits, and deductible and self-insured retentions to determine if they are acceptable to the BDDDB. The BDDDB will reimburse Contractor for the cost

of the additional premium for any coverage requested by the BDDDB in excess of that required by this Agreement without overhead, profit, or any other markup.

(d) Contractor may obtain additional insurance not required by this Agreement.

13. INDEMNIFICATION

General Indemnification. To the greatest extent permitted by law, Contractor shall indemnify, hold harmless and defend the BDDDB, City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; their respective elected officials, officers, employees, agents, volunteers and representatives 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 Contractors performance or non-performance under this Agreement as well as the performance or non-performance of Contractor's employees, agents, representatives and subcontractors or any tier.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the BDDDB in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, *et seq.*, as amended. The BDDDB and their "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 BDDDB and 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, DOCUMENT CONTROL AND AUDIT

A. Contractor shall conform with and participate in the Document Control policies of the BDDDB or the City of Santa Fe. Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, all records that relate to the scope of services provided under this Agreement.

B. Detailed records that indicate the date, time and nature of services rendered shall also be retained for a period of three years after the term of this agreement expires. These records shall be subject to inspection by City of Santa Fe, the Department of Finance and Administration, the State Auditor. The BDDDB and the City of Santa Fe shall have the right to audit the billing both before and after payment to Contractor. Payment under this Agreement shall not foreclose the right of the BDDDB or City of Santa Fe 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 BDDDB. In any action, suit or legal dispute arising from this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. 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 requests, demands, waivers and other communications given as provided in this Agreement will be in writing and will be deemed to have been given if delivered in person (including by Federal Express or other personal delivery service), or mailed by certified or registered mail, postage prepaid, and addressed to the following addresses:

BDDDB: Rick Carpenter
Facilities Manager
Buckman Direct Diversion
341 Caja Del Rio Road
Santa Fe, NM 87506
Email: rrcarpenter@santafenm.gov

With a copy to: Nancy R. Long, Esq.
BDDDB Independent Counsel
Long, Komer & Associates, P.A.
P.O. Box 5098
Santa Fe, NM 87502-5098
Email: nancy@longkomer.com

CONTRACTOR: B&D Industries, Inc.
9720 Bell Avenue SE
Albuquerque, NM 87123

Any such notice sent by registered or certified mail, return receipt, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed with postage prepaid. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day. Notice sent by email shall be effective only upon actual receipt of the original unless written confirmation is sent by the recipient of the email stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation. Any party may change its address for purposes of this paragraph by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

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

BUCKMAN DIRECT DIVERSION BOARD

By: 
Carol Romero-Wirth, BDDDB Chair

Date: June 6, 2024

APPROVED AS TO FORM

Nancy R. Long
Nancy R. Long, BDDDB Counsel

APPROVED

Emily K. Oster
City Finance Director

ATTEST


City Clerk

File Date: Aug 21, 2024

**CONTRACTOR:
B&D INDUSTRIES, INC.**

Signature: 

Printed Name: Clinton Beall

Title: President

Date: 07.31.2024

NM Taxation & Revenue
CRS # 01-716872-00-4

City of Santa Fe Business
Registration # 19-00110523

clw
xv

NEW MEXICO

9720 Bell Ave SE
Albuquerque, NM 87123
Phone: (505) 299-4464
24-Hour Service: (505) 559-2585
Fax: (505) 298-2114

BRANCH OFFICES

NEW MEXICO

303 Texas Ave.
Eunice, NM 88231
Phone: (575) 394-1182
Fax: (505) 298-2114

2885 Industrial Rd.
Santa Fe, NM 87505
Phone: (505) 299-4464
24-Hour Service: (505) 559-2585
Fax: (505) 559-2589

ARIZONA

3001 South 35th
Street #C10
Phoenix, AZ 85034
Phone: (480) 632-4002
24-Hour Service: (480) 901-4880

NEW YORK

65 Washington Street,
Rensselaer, NY 12144
Phone: (518) 400-7412

LICENSES

NEW MEXICO LICENSE #1426
ARIZONA LICENSES #ROC259484,
#ROC318033, #ROC341553,
#ROC343403, #ROC343222,
#ROC347178
COLORADO LICENSE #6758
NEW YORK LICENSE #E272
IDAHO LICENSE #069804

Exhibit A

May 23, 2024

Quote No: 5.23.24-9

Brad Prada
Maintenance Superintendent
Buckman Direct Diversion
bxprada@santafenm.gov
(505) 470-5915

On-Call Services for Buckman Direct Diversion for FY 24-25

SWPA: 30-00000-23-00084

Mr. Prada,

Thank you for the opportunity to provide this quote.

Total: \$120,000 + Applicable NMGR

Scope: B&D will Provide:

- To perform On-Call work (including labor, equipment and material) per the direction of Buckman Direct Diversion for **Fiscal Year 2024-2025** on an as needed basis for plumbing and HVAC services. Individual work orders will be billed to overall contract amount on a T&M basis according to the terms of **SWPA #30-00000-23-00084.**

Inclusions:

1. One (1) year warranty on labor and material/equipment purchased

Exclusions:

1. Payment & performance bond
2. All permits, plan review, and utility fees
3. General site conditions
4. Shift work and overtime work
5. Seismic bracing
6. BIM, CAD or 3D modeling
7. Changes in the bid documents due to the power company final drawings
8. Rental of temp. generator
9. Demo of any existing electrical, make safe only
10. All formed and poured concrete for transformer pads and housekeeping pads
11. Removal of spoils from site due to excavation
12. Saw cutting, coring, and patching of concrete, asphalt, etc.
13. Any X-ray or scanning required for layout of core drilling or saw cutting

NEW MEXICO

9720 Bell Ave SE
Albuquerque, NM 87123
Phone: (505) 299-4464
24-Hour Service: (505) 559-2585
Fax: (505) 298-2114

BRANCH OFFICES

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Eunice, NM 88231
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Santa Fe, NM 87505
Phone: (505) 299-4464
24-Hour Service: (505) 559-2585
Fax: (505) 559-2589

ARIZONA

3001 South 35th
Street #C10
Phoenix, AZ 85034
Phone: (480) 632-4002
24-Hour Service: (480) 901-4880

NEW YORK

65 Washington Street,
Rensselaer, NY 12144
Phone: (518) 400-7412

LICENSES

NEW MEXICO LICENSE #1426
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#ROC318033, #ROC341553,
#ROC343403, #ROC343222,
#ROC347178
COLORADO LICENSE #6758
NEW YORK LICENSE #E272
IDAHO LICENSE #069804

14. Painting of any conduit, raceway, or equipment
15. Painting and patching of any walls, ceiling, sheetrock, and/or any other surface
16. Patching of any block, concrete, or asphalt
17. Architect design and engineering services
18. Asbestos and lead paint removal
19. HVAC Controls and EMS electrical installation
20. Spare material, lamps and fuses
21. Fixture support wires
22. Temporary power
23. Unforeseen site conditions that are irregular or unusual circumstances and may incur additional cost such as harder than usual digging conditions, hidden items, etc.
24. Repair of existing code violations, or upgrades other than those mentioned here-in
25. Any electrical not specifically addressed in this narrative or not shown on the bid documents

Please contact me should you have questions or concerns. We look forward to your favorable response.

Best Regards,

Dominic Espinoza
Service Manager
despinoza@banddindustries.com
505-299-4464 - Office
505-225-4342 - Cell

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.

**BUCKMAN DIRECT DIVERSION BDDDB
SERVICES AGREEMENT
WITH
B&D INDUSTRIES, INC**

THIS SERVICES AGREEMENT ("Agreement") is made and entered into by and between the Buckman Direct Diversion Board ("BDDDB") and B&D Industries, Inc. ("Contractor"). The effective date of this Agreement shall be the date when it is executed by the BDDDB.

1. SCOPE OF SERVICES

Contractor shall provide services for the BDDDB described as follows:

Provide on-call miscellaneous HVAC and Plumbing services as described in Price Agreement Number 30-0000-23-00084 as accepted for State of New Mexico agencies and local public bodies.

2. STANDARD OF PERFORMANCE; LICENSES

A. Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the Scope of Services described in this Agreement. Contractor shall perform its services in accordance with generally accepted standards and practices customarily utilized by competent consulting firms in effect at the time Contractor's services are rendered.

B. 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

Compensation under this Agreement shall be in an amount not to exceed one hundred twenty dollars (\$120,000.00) plus applicable gross receipts tax, at the rates and charges contained in the attached Exhibit A.

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

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

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the BDDDB and terminate June 30, 2025.

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A. This Agreement may be terminated by the BDDDB upon thirty (30) days written notice to Contractor. In the event of such termination:

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

C. Contractor shall comply with the 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 Agreement.

8. CONFIDENTIALITY

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General Annual Aggregate (other than Products/ Completed Operation)	\$1,000,000
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Bodily Injury by Disease	\$500,000	Each Employee
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Contractor shall provide an endorsement that the insurer waives the right of subrogation against the BDDDB, City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; their respective elected officials, officers, employees, agents, volunteers and representatives.

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E. Insurer Requirements. All insurance required by express provision of this Agreement shall be carried only by responsible insurance companies that have rated “A-” and “V” or better by the A.M. Best Key Rating Guide, that are authorized to do business in the State of New Mexico, and that have been approved by the BDDDB. The BDDDB will accept insurance

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(2) All policies required herein are primary and non-contributory to any insurance that may be carried by the BDDB, City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; their respective elected officials, officers, employees, agents, volunteers and representatives, as reflected in an endorsement which shall be submitted to the BDDB.

(a) Contractor agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the BDDB's exposure to loss.

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(c) The BDDB reserves the right, from time to time, to review Contractor's insurance coverage, limits, and deductible and self-insured retentions to determine if they are acceptable to the BDDB. The BDDB will reimburse Contractor for the cost

of the additional premium for any coverage requested by the BDDDB in excess of that required by this Agreement without overhead, profit, or any other markup.

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General Indemnification. To the greatest extent permitted by law, Contractor shall indemnify, hold harmless and defend the BDDDB, City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; their respective elected officials, officers, employees, agents, volunteers and representatives 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 Contractors performance or non-performance under this Agreement as well as the performance or non-performance of Contractor's employees, agents, representatives and subcontractors or any tier.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the BDDDB in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, *et seq.*, as amended. The BDDDB and their "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 BDDDB and 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, DOCUMENT CONTROL AND AUDIT

A. Contractor shall conform with and participate in the Document Control policies of the BDDDB or the City of Santa Fe. Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, all records that relate to the scope of services provided under this Agreement.

B. Detailed records that indicate the date, time and nature of services rendered shall also be retained for a period of three years after the term of this agreement expires. These records shall be subject to inspection by City of Santa Fe, the Department of Finance and Administration, the State Auditor. The BDDDB and the City of Santa Fe shall have the right to audit the billing both before and after payment to Contractor. Payment under this Agreement shall not foreclose the right of the BDDDB or City of Santa Fe 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 BDDDB. In any action, suit or legal dispute arising from this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. 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 requests, demands, waivers and other communications given as provided in this Agreement will be in writing and will be deemed to have been given if delivered in person (including by Federal Express or other personal delivery service), or mailed by certified or registered mail, postage prepaid, and addressed to the following addresses:

BDDDB: Rick Carpenter
Facilities Manager
Buckman Direct Diversion
341 Caja Del Rio Road
Santa Fe, NM 87506
Email: rrcarpenter@santafenm.gov

With a copy to: Nancy R. Long, Esq.
BDDDB Independent Counsel
Long, Komer & Associates, P.A.
P.O. Box 5098
Santa Fe, NM 87502-5098
Email: nancy@longkomer.com

CONTRACTOR: B&D Industries, Inc.
9720 Bell Avenue SE
Albuquerque, NM 87123

Any such notice sent by registered or certified mail, return receipt, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed with postage prepaid. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day. Notice sent by email shall be effective only upon actual receipt of the original unless written confirmation is sent by the recipient of the email stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation. Any party may change its address for purposes of this paragraph by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

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

BUCKMAN DIRECT DIVERSION BOARD

By: 
Carol Romero-Wirth, BDDDB Chair

Date: June 6, 2024

APPROVED AS TO FORM

Nancy R. Long
Nancy R. Long, BDDDB Counsel

APPROVED

Emily K. Oster
City Finance Director

ATTEST

City Clerk

File Date: _____

**CONTRACTOR:
B&D INDUSTRIES, INC.**

Signature: 

Printed Name: Clinton Beall

Title: President

Date: 07.31.2024

NM Taxation & Revenue
CRS # 01-716872-00-4

City of Santa Fe Business
Registration # 19-00110523

NEW MEXICO

9720 Bell Ave SE
Albuquerque, NM 87123
Phone: (505) 299-4464
24-Hour Service: (505) 559-2585
Fax: (505) 298-2114

BRANCH OFFICES

NEW MEXICO

303 Texas Ave.
Eunice, NM 88231
Phone: (575) 394-1182
Fax: (505) 298-2114

2885 Industrial Rd.
Santa Fe, NM 87505
Phone: (505) 299-4464
24-Hour Service: (505) 559-2585
Fax: (505) 559-2589

ARIZONA

3001 South 35th
Street #C10
Phoenix, AZ 85034
Phone: (480) 632-4002
24-Hour Service: (480) 901-4880

NEW YORK

65 Washington Street,
Rensselaer, NY 12144
Phone: (518) 400-7412

LICENSES

NEW MEXICO LICENSE #1426
ARIZONA LICENSES #ROC259484,
#ROC318033, #ROC341553,
#ROC343403, #ROC343222,
#ROC347178
COLORADO LICENSE #6758
NEW YORK LICENSE #E272
IDAHO LICENSE #069804

Exhibit A

May 23, 2024

Quote No: 5.23.24-9

Brad Prada
Maintenance Superintendent
Buckman Direct Diversion
bxprada@santafenm.gov
(505) 470-5915

On-Call Services for Buckman Direct Diversion for FY 24-25

SWPA: 30-00000-23-00084

Mr. Prada,

Thank you for the opportunity to provide this quote.

Total: \$120,000 + Applicable NMGR

Scope: B&D will Provide:

- To perform On-Call work (including labor, equipment and material) per the direction of Buckman Direct Diversion for **Fiscal Year 2024-2025** on an as needed basis for plumbing and HVAC services. Individual work orders will be billed to overall contract amount on a T&M basis according to the terms of **SWPA #30-00000-23-00084**.

Inclusions:

1. One (1) year warranty on labor and material/equipment purchased

Exclusions:

1. Payment & performance bond
2. All permits, plan review, and utility fees
3. General site conditions
4. Shift work and overtime work
5. Seismic bracing
6. BIM, CAD or 3D modeling
7. Changes in the bid documents due to the power company final drawings
8. Rental of temp. generator
9. Demo of any existing electrical, make safe only
10. All formed and poured concrete for transformer pads and housekeeping pads
11. Removal of spoils from site due to excavation
12. Saw cutting, coring, and patching of concrete, asphalt, etc.
13. Any X-ray or scanning required for layout of core drilling or saw cutting

NEW MEXICO

9720 Bell Ave SE
Albuquerque, NM 87123
Phone: (505) 299-4464
24-Hour Service: (505) 559-2585
Fax: (505) 298-2114

BRANCH OFFICES

NEW MEXICO

303 Texas Ave.
Eunice, NM 88231
Phone: (575) 394-1182
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2885 Industrial Rd.
Santa Fe, NM 87505
Phone: (505) 299-4464
24-Hour Service: (505) 559-2585
Fax: (505) 559-2589

ARIZONA

3001 South 35th
Street #C10
Phoenix, AZ 85034
Phone: (480) 632-4002
24-Hour Service: (480) 901-4880

NEW YORK

65 Washington Street,
Rensselaer, NY 12144
Phone: (518) 400-7412

LICENSES

NEW MEXICO LICENSE #1426
ARIZONA LICENSES #ROC259484,
#ROC318033, #ROC341553,
#ROC343403, #ROC343222,
#ROC347178
COLORADO LICENSE #6758
NEW YORK LICENSE #E272
IDAHO LICENSE #069804

14. Painting of any conduit, raceway, or equipment
15. Painting and patching of any walls, ceiling, sheetrock, and/or any other surface
16. Patching of any block, concrete, or asphalt
17. Architect design and engineering services
18. Asbestos and lead paint removal
19. HVAC Controls and EMS electrical installation
20. Spare material, lamps and fuses
21. Fixture support wires
22. Temporary power
23. Unforeseen site conditions that are irregular or unusual circumstances and may incur additional cost such as harder than usual digging conditions, hidden items, etc.
24. Repair of existing code violations, or upgrades other than those mentioned here-in
25. Any electrical not specifically addressed in this narrative or not shown on the bid documents

Please contact me should you have questions or concerns. We look forward to your favorable response.

Best Regards,

Dominic Espinoza
Service Manager
despinoza@banddindustries.com
505-299-4464 - Office
505-225-4342 - Cell

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.

Signature: 
XAVIER VIGIL (Aug 21, 2024 09:24 MDT)

Email: xivigil@santafenm.gov

24-0518 B&D Industries

Final Audit Report

2024-08-21

Created:	2024-08-21
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAT6cs1Sdb8XzmO2ZPfqJqKV9elrmupbMw

"24-0518 B&D Industries" History

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