FIRST AMENDMENT TO CONSULTANT SERVICES CONTRACT BETWEEN THE CITY OF WATSONVILLE AND BME INC

THIS FIRST AMENDMENT TO CONTRACT for consultant services is entered into by and between the City of Watsonville ("City") and CONSULTANT NAME ("Consultant") this 25th day of March of 2021. The City and Consultant agree as follows:

RECITALS

WHEREAS, City and Consultant have previously executed a Consultant Services

Contract to revise BME Inc dated June 1st, 2016;

WHEREAS, the City has added additional tasks to the work program of the Consultant causing additional cost and time to the project completion; and

WHEREAS, the amendment of the Contract for Consultant Services is in the best interest of the City of Watsonville.

NOW, THEREFORE, the City and the Consultant agree that the Contract shall be amended as follows:

Section 1 is hereby amended to add the following:

"Section 1. Scope of Services. In addition to the performance of those services specified in detail in Exhibit "A" of the Contract, Consultant shall perform the additional services specified in detail in Exhibit "1," entitled FIRST AMENDMENT TO SCOPE OF SERVICES, which is attached hereto and incorporated herein."

Section 4 is hereby amended to read:

"Section 4 and Exhibit "C" both entitled "Compensation" of the Contract, are hereby amended to provide an additional amount of compensation of Ninety Two Thousand Four Hundred Forty Five Dollars (\$92,445) for professional services.

All other terms and conditions of the Contract dated June 1st, 2016, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Consultant Services Contract the day and year first hereinabove written.

CITY OF WATSONVILLE

BME INC

РМ

By Matthew D. Huffaker, City Manager	By John Laird John Laird	3/25/2021 1:31
ATTEST:		
By Beatriz Vázquez Flores, City Clerk		
APPROVED AS TO FORM:		
By Alan J. Smith, City Attorney		

EXHIBIT "1" FIRST AMENDMENT TO SCOPE OF SERVICES

See Attachment 1.



PO Box 857 Georgetown, CA 95634 (530) 333-0571 Fax (530) 333-0577

SALES PARTS SERVICE Lic.# 736572

To: Eddie Pastrano

From: John Laird

Subject: Replacement aftercooler

03/23/2021

#212303

Eddie,

BME Inc. is pleased to offer for consideration a quotation in the amount of \$9,225.00 for the following work scope.

SCOPE OF WORK

Supply, remove and replace aftercooler.

Note: If return core is deemed non repairable an additional core cost of \$2,400.00 will apply.

Meals and lodging \$180.00 per day per man

WARRANTY PERIOD 30 days from date of completion

NOTE: Above pricing does not include tax and freight.

Please call with any questions

John Laird

Buyer acknowledges that the responsibly of BME Inc. is limited to the services as listed only, and does not guarantee the detection or replacement of worn-out or defective parts in areas other than what is covered in the service description. Any alteration or deviation from the agreement specification involving extra work will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This agreement may be withdrawn within thirty days if not accepted before then. For acceptance, please sign below and issue a purchase order to cover the amount of the services.

BME Inc.

PO Box 857 Georgetown, CA 95634 (530) 333-0571 Fax (530) 333-0577

SALES PARTS SERVICE Lic.# 736572

To: Eddie Pastrano

Utilities Maintenance Supervisor

From: John Laird

BME Inc. Quotation #200711B

Subject: crankshaft replacement as quoted on 2/4/2021

2/6/2021

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Eddie as per our conversation and text dated 2/4/2021 please find outlined below cost breakdown For replacement crankshaft

LABOR TO REMOVE AND REPLACE

\$2,580.00

1 EACH EXCHANGE REPLACEMENT CRANKSHAFT

\$17,600.00

CORE COST IF EXCHANGE CRANKSHAFT IS DEEM NON REPAIABLE \$10,000.00

SALES TAX AND FREIGHT

NOTE: THE ABOVE COSTS DO NOT INCLUDE TAX OR FREIGHT

WARRANTY PEIORD

90 DAYS FROM DATE OF COMPLETETION

Please call with any questions

Best Regards

John Laird fund

Buyer acknowledge that the responsibility of BME Inc. is limited to the services as listed only and does not guarantee the detection or replacement of worn-out or defective parts in areas other than what is covered in the service description. Any alterations or deviation from the agreement specifications involving extra work and or materials will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. This agreement may be withdrawn within thirty days if not accepted before then. For acceptance, <u>please sign below and issue a purchase order</u> to cover the amount of the services.

Authorized Signature ______ Date ____

BME Inc

6427 caddie ct Auburn Ca. 95602 707 888 2298

SALES PARTS SERVICE

Lic. # 736572

To: Eddie Pastrano

Utilities Maintenance Supervisor

From: John Laird BME Inc. (

BME Inc. Quotation #200711A

1/17/2021

Page 1

Subject: Additional labor, and machining cost to sleeve cylinder block

Eddie,

BME Inc. is pleased to offer for consideration a quotation in the amount of \$37,000.00 for the following work scope.

WORK SCOPE

Additional labor to remove, clean and replace cylinder block assembly \$16,000.00

Machining cost to repair cylinder block \$20,000.00

WARRANTY PERIOD

90 days from date of completion

NOTE: Above pricing does not include tax and freight

Please call with any questions

Best Regards
John Laird
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Authorized Signature		Date	
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BME Inc.

PO Box 857 Georgetown, CA 95634 (530) 333-0571 Fax (530) 333-0577

SALES PARTS SERVICE Lic.# 736572

To: Eddie Pastrano From: John Laird Subject: 2301E 03/11/2021 #200809B

Eddie,

BME Inc. is pleased to offer for consideration a quotation in the amount of \$285.00 per hour per man portal to portal with a not to exceed price of \$18,840.00 for the following work scope.

SCOPE OF WORK

Rewire 201E load sharing / speed control to operate in load sensing mode, and base load mode, to include necessary materials.

WARRANTY PERIOD
30 days from date of completion

NOTE: Above pricing does not include tax and freight.

Please call with any questions

Best Regards.

John Laird

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Sign _____ Date ____

BME Inc.

PO Box 857 Georgetown, CA 95634 (530) 333-0571 Fax (530) 333-0577

SALES PARTS SERVICE Lic.# 736572

To: Eddie Pastrano

03/09/2021 #210903

From: John Laird

Subject: Replacement oil cooler

Eddie,

BME Inc. is pleased to offer for consideration a quotation in the amount of \$7,200.00 for the following work scope.

SCOPE OF WORK

Supply, remove and replace oil cooler.

Note: If return core is deemed non repairable an additional core cost of \$2,400.00 will apply.

Meals and lodging \$180.00 per day per man

WARRANTY PERIOD
30 days from date of completion

NOTE: Above pricing does not include tax and freight.

Please call with any questions

John Laird

Buyer acknowledges that the responsibly of BME Inc. is limited to the services as listed only, and does not guarantee the detection or replacement of worn-out or defective parts in areas other than what is covered in the service description. Any alteration or deviation from the agreement specification involving extra work will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This agreement may be withdrawn within thirty days if not accepted before then. For acceptance, please sign below and issue a purchase order to cover the amount of the services.

Sign	D-4-
Sign	Date
~-B	Dute