

ITEM # 18-0643

**BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
WITH Arkansas Analytical, Inc.
#17-1361**

THIS AMENDMENT No. 1 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated December 19, 2017, and as subsequently amended (the "Agreement"), is made between the Buckman Direct Diversion Board ("BDDDB") and Arkansas Analytical, Inc. ("Contractor"). The effective date of this Amendment shall be the date it is executed by the BDDDB.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to perform professional laboratory analysis services on an as needed basis as assigned and directed by the BDD Regulatory Compliance Officer.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Board and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of Ten Thousand Dollars (\$10,000.00) plus applicable gross receipts tax, so that Article 3, paragraph A reads in its entirety as follows:

A. Compensation under this Agreement shall be Sixteen Thousand Dollars (\$16,000.00) plus applicable gross receipts tax, as described in Exhibit A.

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

2. TERM AND EFFECTIVE DATE.

Article 5, of the Agreement is amended to extend the term to terminate on June 30, 2019.


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 Professional Services Agreement as of the dates set forth below.

***[BALANCE OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]***

BUCKMAN DIRECT DIVERSION BOARD

By: 
Charles Vokes, BDD Facilities Manager

Date: 16 May 18

CONTRACTOR:
Arkansas Analytical, Inc.

Signature: Norma James

Printed Name: Norma James


Title: President

Date: 5-29-18

APPROVED AS TO FORM

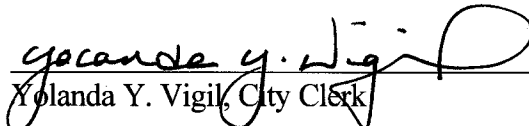

Nancy R. Long, BDDDB Counsel

APPROVED

 6/12/18 mu
City Finance Director

7280000.510250.750010

ATTEST

 all
Yolanda Y. Vigil, City Clerk

File Date: 6-13-18