

ITEM # 19-0636

**SANTA FE SOLID WASTE MANAGEMENT AGENCY  
AMENDMENT No. 2  
SERVICES AGREEMENT  
STATE RUBBER & ENVIRONMENTAL SOLUTIONS, LLC  
(Scrap Tire Hauling and Recycling - 2017)**

This AMENDMENT No. 2 (the "Amendment") to the SERVICES AGREEMENT ("Agreement") dated November 9, 2017 ("Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency ("Agency") and State Rubber & Environmental Solutions, LLC ("Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

**RECITALS**

Under the terms of the Agreement, Contractor has agreed to provide transportation and recycling services of scrap tires from the Buckman Road Recycling and Transfer Station to Contractor's scrap tire recycling plant in Denver City, TX as described in RFB No. '18/04/B.

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

**1. COMPENSATION**

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of Fifty-Three Thousand Dollars and No Cents (\$53,000.00) so that Article 3 reads in its entirety as follows:

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed One Hundred Seven Thousand Four Hundred Fifty Dollars and No Cents (\$107,450.00).

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$24,750.00
AMENDMENT NO. 1	\$29,700.00
AMENDMENT NO. 2	\$53,000.00
CONTRACT TO DATE	\$107,450.00

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

C. Payment shall be made upon receipt and approval by the Agency of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed in accordance with the fee schedule set forth on the Contractor's bid form.

D. Detailed statements containing reimbursement expenses, if any, shall be itemized.

## 2. **TERM AND EFFECTIVE DATE**

Article 5, Term and Effective Date of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on November 9, 2020, unless it is terminated sooner pursuant to Article 4 or Article 6 of this Agreement.

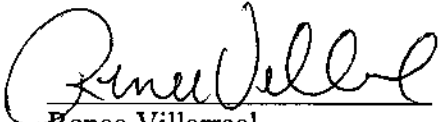
B. Pursuant to the limitations on multi-term contracts for services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and Contractor.

**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.

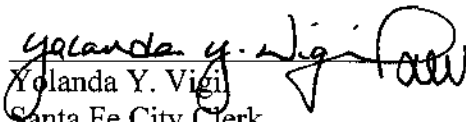
IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 2 to the Santa Fe Solid Waste Management Agency Services Agreement as of the dates set forth below.

**SANTA FE SOLID WASTE MANAGEMENT AGENCY:**


  
Renee Villarreal  
Chairperson, Joint Powers Board

7/18/19  
Date:

**ATTEST:**

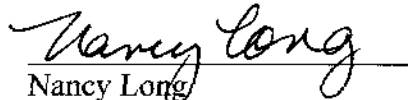
  
Yolanda Y. Vigil  
Santa Fe City Clerk

**CONTRACTOR:**

  
Daniel J. Swanson  
Plant Manager  
State Rubber & Environmental Solutions, LLC.

7/23/19  
Date:

**APPROVED AS TO FORM:**

  
Nancy Long  
Agency Attorney

7-18-19  
Date: