

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 1
PRICE AGREEMENT
WITH
STEWART AND STEVENSON POWER PRODUCTS
(Motor Oils, Lubricants, Antifreeze and Related Products – 2018)**

This AMENDMENT No. 1 (the "Amendment") to the PRICE AGREEMENT ("Agreement") dated October 4, 2019 (the "Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency ("the Agency") and Stewart and Stevenson Power Products ("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 an indefinite quantity of motor oils, lubricants, antifreeze and related products on an as-needed basis as described in RFB No. '19/03/B, and all terms, specifications and conditions, contained therein.

Pursuant to Article 24, 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. TERM AND EFFECTIVE DATE

Article 8, Term and Effective Date of the Agreement is amended to extend the term of the Agreement, so that Article 8 reads in its entirety as follows:

- A. This Agreement shall be effective when signed by the Agency and terminate on October 4, 2020, unless it is terminated sooner pursuant to Article 7 or Article 10 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.

2. **ITEMS / SERVICES TO BE PROVIDED**

Article 4, Items/Services To Be Provided of the Agreement is amended to reflect an increase by the product manufacturer/supplier of such product(s) listed in Section 5 of Exhibit A of this Agreement so that Section 5 of Exhibit A of Article 4 is deleted entirely and replaced with the following:

5. CONTRACTOR'S UNIT PRICING

| Antifreeze | Unit | Unit Price | Specific Grade/Brand Offered |
|--|--------------------------------|-------------------|-------------------------------------|
| DELO® ELC Antifreeze/Coolant (50/50) | per gallon (55-gallon drum) | N/A | N/A |
| | per gallon (Bulk – 275 gal) | N/A | N/A |
| DELO® XLC Antifreeze/Coolant (50/50) | per gallon (55-gallon drum) | N/A | N/A |
| | per gallon (bulk – 275 gal) | N/A | N/A |

| Industrial Oils | Unit | Unit Price | Specific Grade/Brand Offered |
|--------------------------------------|--------------------------------|-------------------|-------------------------------------|
| Chevron Hydraulic Oil AW (ISO 46) | per gallon (55-gallon drum) | N/A | N/A |
| RANDO HDZ (ISO 46) | per gallon (55-gallon drum) | N/A | N/A |
| | per gallon (bulk – 275 gal) | N/A | N/A |
| Cetus® HiPerSyn® Oil (ISO 32) | per gallon (5-gallon pail) | N/A | N/A |
| Cetus® HiPerSyn® Oil (ISO 46) | per gallon (5-gallon pail) | N/A | N/A |
| Cetus® HiPerSyn® Oil (ISO 68) | per gallon (5-gallon pail) | N/A | N/A |
| Cetus® HiPerSyn® Oil (ISO 100) | per gallon (5-gallon pail) | N/A | N/A |

| Industrial Oils | Unit | Unit Price | Specific Grade/Brand Offered |
|--------------------------------|----------------------------|-------------------|-------------------------------------|
| Cetus® HiPerSyn® Oil (ISO 150) | per gallon (5-gallon pail) | N/A | N/A |
| Cetus® HiPerSyn® Oil (ISO 220) | per gallon (5-gallon pail) | N/A | N/A |
| Cetus® HiPerSyn® Oil (ISO 320) | per gallon (5-gallon pail) | N/A | N/A |
| Cetus® HiPerSyn® Oil (ISO 460) | per gallon (5-gallon pail) | N/A | N/A |

| Automatic Transmission Fluid | Unit | Unit Price | Specific Grade/Brand Offered |
|-------------------------------------|-----------------------------|----------------------|-------------------------------------|
| Chevron ATF + 4 | per quart (case) | N/A | N/A |
| Chevron ATF MD-3 | per quart (case) | N/A | N/A |
| | per gallon (5-gallon pail) | N/A | N/A |
| | per gallon (55-gallon drum) | N/A | N/A |
| Chevron Synthetic ATF MV Dexron VI | per quart (case) | N/A | N/A |
| Chevron 1000 THF | per gallon (5-gallon pail) | N/A | N/A |
| DELO® Syn ATF HD | per quart (case) | N/A | N/A |
| | per gallon (55-gallon drum) | N/A | N/A |
| TranSynd (Allison Transmission) | per gallon (case) | 10% below list price | N/A |
| | per gallon (5-gallon pail) | 10% below list price | N/A |
| | per gallon (55-gallon drum) | 10% below list price | N/A |
| | per gallon (bulk – 275 gal) | 10% below list price | N/A |

| Motor Oils | Unit | Unit Price | Specific Grade/Brand Offered |
|---------------------------------------|--------------------------------|------------|------------------------------|
| DELO® 400 XLE SAE 10w30 (Synblend) | per gallon (case) | N/A | N/A |
| DELO® 400 SDE SAE 15w40 | per gallon (55-gallon drum) | N/A | N/A |
| | per gallon (bulk – 275 gal) | N/A | N/A |
| Chevron DELO 400 LE 15w40 | per gallon (55-gallon drum) | N/A | N/A |
| | per gallon (bulk – 275 gal) | N/A | N/A |
| Chevron Havoline Synthetic (0w20) | per quart (case) | N/A | N/A |
| Chevron Havoline Synthetic (5w20) | per quart (case) | N/A | N/A |
| Chevron Havoline Synthetic (5w30) | per quart (case) | N/A | N/A |
| Chevron Havoline Synthetic (10w30) | per quart (case) | N/A | N/A |
| Chevron Havoline Synthetic (5w40) | per quart (case) | N/A | N/A |
| Mobil Synthetic (80w90) | per gallon (55-gallon drum) | N/A | N/A |

| Gear/Drive Oils | Unit | Unit Price | Specific Grade/Brand Offered |
|--------------------------------------|--------------------------------|-------------------|-------------------------------------|
| DELO® Gear EP-5 (SAE 80w-90) | per quart (case) | N/A | N/A |
| | per gallon (55-gallon drum) | N/A | N/A |
| DELO® Gear EP-5 (SAE 85w-140) | per quart (case) | N/A | N/A |
| | per gallon (5-gallon pail) | N/A | N/A |
| Chevron DELO Gear Oil (SAE 80w90) | per quart (case) | N/A | N/A |
| | per gallon (55-gallon drum) | N/A | N/A |
| DELO® TorqForce® (SAE 10w) | per gallon (55-gallon drum) | N/A | N/A |
| | per gallon (bulk – 275 gal) | N/A | N/A |
| DELO® TorqForce® (SAE 30w) | per gallon (55-gallon drum) | N/A | N/A |
| | per gallon (bulk – 275 gal) | N/A | N/A |

| Grease | Unit | Unit Price | Specific Grade/Brand Offered |
|-------------------------|----------------------------------|-------------------|-------------------------------------|
| DELO® Grease EP (#2) | per ounce (14 oz tube - case) | N/A | N/A |
| | per pound (quarter drum) | N/A | N/A |

| Miscellaneous Fluids | Unit | Unit Price | Specific Grade/Brand Offered |
|---|---|-------------------------|------------------------------|
| Starting Fluid – 50% Ether | per can (case) | N/A | N/A |
| Power Steering Fluid | per ounce (12 oz. Bottle - Case) | N/A | N/A |
| | per quart (case) | N/A | N/A |
| | per gallon (Case) | N/A | N/A |
| Diesel Exhaust Fluid (DEF) | per gallon (2.5 – gallon container) | 10% below list price | N/A |
| | per gallon (bulk) | N/A | N/A |
| DOT 3 Brake Fluid | per quart (case) | N/A | N/A |
| | per gallon (case) | N/A | N/A |
| Non-Chlorinated Brake Parts Cleaner | Per can (case) | N/A | N/A |
| Howe's Diesel Conditioner and Anti-Gel | per quart (case) | N/A | N/A |

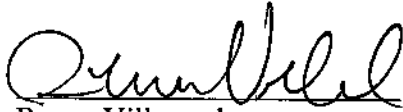
3. AGREEMENT IN FULL FORCE

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

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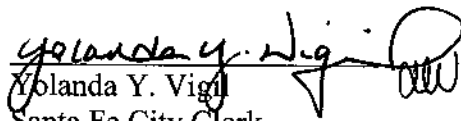
IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 1 to the
Santa Fe Solid Waste Management Agency Price Agreement as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

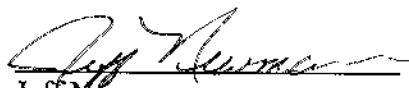

Renee Villarreal
Chairperson, Joint Powers Board

10/17/19
Date:

ATTEST:

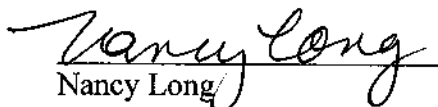

Yolanda Y. Vigil
Santa Fe City Clerk

CONTRACTOR:


Jeff Newmann
General Manager
Stewart and Stevenson Power Products

10/29/19
Date:

APPROVED AS TO FORM:


Nancy Long
Agency Attorney

10-17-19
Date: