Item# 23-0574
Munis Contract# 3204198
Original Contract Item# 23-0574

BUCKMAN DIRECT DIVERSION
AMENDMENT No. 1 TO
GENERAL SERVICES AGREEMENT
WITH CALGON CARBON CORPORATION, A KURARY COMPANY
ITEM# 23-0574

This AMENDMENT No. 1 (the "Amendment") is made to the GENERAL SERVICES AGREEMENT, dated August 29, 2023, (the "Agreement"), between the Buckman Direct Diversion Board (the "BDDB") and Calgon Carbon Corporation, a Kurary Company ("Contractor"). The date of this Amendment shall be the date when it is executed by the BDDB.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to perform services to remove and install Calgon Filtrasorb 820 media as assigned and directed by the BDD Facilities Manager.

B. Pursuant to Article 8 of the Agreement, the Agreement may be amended upon agreement of the parties. The BDDB and Contractor hereby amend the Agreement as follows:

2. SCOPE OF WORK.

Article 2, Scope of Work, is amended to include the following language: Contractor shall perform the following additional work: Install Calgon Filtrasorb 820 media in three GAC Contactors. Each contactor holds 70,000 lbs. of media which totals 210,000 lbs. that will be replaced.

3. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of Four Hundred Thirty Thousand Five Hundred Dollars ($430,500.00) so that Article 3, reads as follows:

A. The BDDB shall pay to Contractor based upon fixed prices for each deliverable item as listed below.

Deliverable Item:	**Lump Sum**	**Price**
1	Remove filter media, inspect underdrains and install GAC media in contactors. Price includes freight and support.	$430,500.00

The total compensation under this Agreement shall not exceed Seven Hundred Eleven Thousand Five Hundred Dollars ($711,500.00) excluding New Mexico gross receipts tax.

5. TERM AND EFFECTIVE DATE.

Article 5 of the Agreement is amended to extend the term to terminate on June 30, 2026. Notwithstanding the foregoing, Contractor may terminate this Agreement upon thirty (30) days written notice to the BDDB.

6. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment to the Agreement as of the dates set forth below.

BUCKMAN DIRECT DIVERSION BOARD

_____
Justin Greene, BDDB Chair

DATE:_____

APPROVED AS TO FORM

_____
Nancy R. Long, BDDB Counsel

Date:_____

ATTEST

_____
Katharine Clark, County Clerk

DATE:_____

_____
City Finance Director, Emily Oster

Date:_____

CONTRACTOR
Calgon Carbon Corporate, a Kurary Company

Signature:_____

Printed Name:_____

Title:_____

Date: _____