

**FIRST AMENDMENT  
TO GENERAL SERVICES AGREEMENT NUMBER F001840  
WITH CARBON SUPPLY, INC**

This First Amendment to Agreement number F001840, dated October 29, 2018 (“Agreement”) is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Santa Rosa, a municipal corporation (“City”), and Carbon Supply, Inc., a California Corporation (“Contractor”).

**RECITALS**

- A. City and Contractor entered into the Agreement for Contractor to provide iron sponge media removal, replacement, and disposal services.
- B. City and Contractor now desire to amend the Agreement for the purpose of extending the term of the Agreement and increasing compensation.

**AMENDMENT**

**NOW, THEREFORE**, the parties agree to amend the Agreement as follows:

1. BILLABLE RATES, PAYMENTS TO CONTRACTOR

Pursuant to Section 5(a), Effective October 29, 2020, Exhibit B to the Agreement is replaced by Exhibit B-1 to this Amendment.

2. TERM, SUSPENSION, TERMINATION

Pursuant to Section 6(a) of the Agreement, the parties hereby agree to extend the term of the Agreement for an additional year.

3. COMPENSATION

Section 4 of the Agreement is amended to increase the compensation payable to Contractor under the Agreement by \$60,000 to read as follows:

“The total of all fees paid to Contractor for the satisfactory performance and completion of all services set forth in the Agreement shall not exceed the total sum of \$156,000. The Chief Financial Officer is authorized to pay all proper claims from various department charge numbers.”

4. COUNTERPARTS AND ELECTRONIC SIGNATURES

Section 22 (Counterparts and Electronic Signatures) is added to the Agreement after Section 21 (Authority; Signatures Required for Corporations) as follows:

**“SECTION 22. COUNTERPARTS AND ELECTRONIC SIGNATURES”**

This Agreement and future documents relating thereto may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one Agreement. Counterparts and/or signatures delivered by facsimile, pdf or City-approved electronic means have the same force and effect as the use of a manual signature. Both City and Contractor wish to permit this Agreement and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Either Party to this Agreement may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to the Agreement. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective Agreement. The City reserves the right to reject any signature that cannot be positively verified by the City as an authentic electronic signature.”

All other terms of the Agreement shall remain in full force and effect.

Executed as of the day and year first above stated.

**CONTRACTOR:**

**CITY OF SANTA ROSA**  
a Municipal Corporation

Name of Firm: Carbon Supply, Inc.

TYPE OF BUSINESS ENTITY:

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: \_\_\_\_\_)


By: \_\_\_\_\_

Print Name: Daniel Galvin III

Title: Chairman of the Board

*Signatures of Authorized Persons:*

APPROVED AS TO FORM:

By:  \_\_\_\_\_

 \_\_\_\_\_

Print Name: Miguel Gonzalez

Office of the City Attorney

Title: Vice President

ATTEST:

By:  \_\_\_\_\_

\_\_\_\_\_

Print Name: Ken Ciaccio Jr

Board Secretary

Title: Secretary

City of Santa Rosa Business Tax Cert. No.

\_\_\_\_\_

Attachment: Exhibit B-1 – Compensation Schedule

# Exhibit B-1

Media Replacement  
Removal, Replacement and Disposal

City of Santa Rosa

RFQ 18-123  
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## Attachment A COST PROPOSAL

Pricing to include safe preparation of vessel for entry, removal and replacement of interferences.

### SECTION 1 Materials

Item	Description	Quantity	Unit Price Per Pound	Extended Price
1	CIS Media – EAST UNIT	300 CF	/	10,537.00
	Delivery charge	1	/	0
2	CIS Media – WEST UNIT	300 CF	/	10,537.00
	Delivery charge	1	/	0

### Section 2 Labor

	Description	Quantity	Cost
1	CIS Media Disposal – EAST UNIT	300 CF	\$2,500.00
1a	CIS Media Replacement – EAST UNIT	300 CF	\$7,180.00
2	CIS Media Disposal – WEST UNIT	300 CF	\$2,500.00
2a	CIS Media Replacement – WEST UNIT	300 CF	\$7,180.00

### Section 3 Miscellaneous Rates

Item	Description	
1	Hourly Labor Rate	\$125.00
2	After Hour Rates	\$225.00
3	Overtime Rates	\$185.00
4	Estimated hours to complete replacement of media	4 Hrs
5	Estimated hours to complete removal and disposal of spent media	8 Hrs
6	Percentage Mark-Up on Supply and Materials	20%

**TOTAL SECTION 1 + SECTION 2**

\$ 40,434.00