

**SECOND AMENDMENT
TO GENERAL SERVICES AGREEMENT NUMBER F001422
WITH OLIN CORPORATION DBA
OLIN CHLOR ALKALI PRODUCTS**

This Second Amendment to Agreement number F001422, dated June 6, 2017 ("Agreement") is made as of this ____ day of _____, 2019, by and between the City of Santa Rosa, a municipal corporation ("City"), and Olin Corporation dba Olin Chlor Alkali Products, a Virginia Corporation ("Contractor").

RECITALS

- A. City and Contractor entered into the Agreement for Contractor to provide sodium hypochlorite delivery for the City of Santa Rosa Water Department, as previously amended by the First Amendment.
- B. City and Contractor now desire to amend the Agreement for the purpose of extending the term of the Agreement for one year with a 5% increase in unit price and increasing compensation.

AMENDMENT

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

1. **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 one year.

2. **COMPENSATION**

Effective August 1, 2019, Exhibit A-1 is replaced by Exhibit A-2 to this Amendment.

Section 4 of the Agreement is amended to increase the compensation payable to Contractor under the Agreement by \$107,100 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 \$299,100. The Chief Financial Officer is authorized to pay all proper claims from various Charge Numbers."

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

Executed as of the day and year first above stated.

CONTRACTOR:

Olin Corporation dba Olin Chlor Alkali

TYPE OF BUSINESS ENTITY:

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

Signatures of Authorized Persons:

By: *John M. Schabacker*

Print Name: *John M. Schabacker*

Title: *Business Director*

By: _____

Print Name: _____

Title: _____

City of Santa Rosa Business Tax Cert. No.

 N/A

Attachment:

Exhibit A-2 – Compensation Schedule

CITY OF SANTA ROSA

a Municipal Corporation

By: _____

Print Name: Daniel J. Galvin III

Title: Chairman of the Board

APPROVED AS TO FORM:

Office of the City Attorney

ATTEST:

Board Secretary

EXHIBIT "A-2"

COMPENSATION SCHEDULE

<u>BID ITEM</u>	<u>UNIT PRICE</u>
Sodium Hypochlorite, NaOCl (12.6% Solution Minimum), in bulk form delivered to locations identified below.	\$ <u>0.814/gl</u>

Note: The sales tax rate to be included on invoices is 9%. Should the tax rate change, the City of Santa Rosa will notify the vendor 30 days prior to any change. Delivery charges **must be** included in unit price.

DELIVERY: Delivery shall be F.O.B. destination freight charges included, made within forty-eight (48) hours after receipt of order and will be to the following locations:

1. Laguna Treatment Plant
4300 Llano Road
Santa Rosa, CA 95407

NOTE: Maximum storage capacity at this location is 10,000 gallons; minimum order quantity 3,000 gallons.

2. West College Treatment Plant
35 Pfister Road (Access to road from 55 Stony Point Road MSCN Corp Yard)
Santa Rosa, CA 95401
Quantity of two (2) tanks at this location in different areas within approximately 750ft of each other.

NOTE: Tank 1 - Maximum storage capacity at this location is 5,000 gallons; minimum order quantity is 3,000 gallons. Tank 2 - Maximum storage capacity is 400 gallons; minimum order quantity is 300 gallons.

3. Rohnert Park Pump Station
5200 Stony Point Road
Rohnert Park, CA 94931
4. Farmers Lane Well Treatment Facility
2260 Sonoma Avenue
Santa Rosa, Ca 95404

NOTE: Maximum storage capacity at Rohnert Park Pump Station is 1,500 gallons; minimum order quantity is 1,000 gallons. Maximum storage capacity at Farmers Lane Well Treatment Facility is 600 gallons, minimum order quantity is 300 gallons. Delivery for the Farmers Lane Well Treatment is weekly during the period of April - November each year.

To allow the City adequate time to arrange for personnel to receive the scheduled delivery, the City shall receive 24 hours advance notice of the intended delivery at the West College Treatment

Plant. Contractor shall be required to call the Senior Operator at (707) 543-3350 before delivery to West College Treatment Plant. Farmers Lane Well Treatment Facility contact is Jason Tibbals, Utility System Supervisor at 707-543-3984.

Should delivery be delayed beyond the specified forty-eight (48) hours, the City reserves the right to procure the material or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract and actual cost thereof to the City of Santa Rosa. Prices paid by the City shall be considered the prevailing market price at the time such purchase is made. The provisions of this paragraph shall in no way be construed to relieve contractor from liability directly or indirectly caused by a delay in delivery beyond the specified forty-eight (48) hours.

Delivery shall be by a D.O.T. approved delivery truck for the specified material; any other mode of delivery is unacceptable. Contractor shall provide all labor and equipment necessary for a complete and safe transfer of the material from the contractor's delivery vehicle to the City's receiving site.

Failure by the contractor to notify the City of Santa Rosa immediately of any delivery beyond the stated date or terms is cause for the contractor to be held responsible for damages incurred as a result of an extended delivery time.