

**THIRD AMENDMENT
TO GENERAL SERVICES AGREEMENT NUMBER F001613
WITH STROUPE PETROLEUM MAINTENANCE, INC.**

This Third Amendment to Agreement number F001613, dated January 10, 2018, (“Agreement”) is made as of this _____ day of _____, 2020, by and between the City of Santa Rosa, a municipal corporation (“City”), and Stroupe Petroleum Maintenance, Inc., Santa Rosa, CA, a California Corporation, (“Contractor”).

RECITALS

- A. City and Contractor entered into the Agreement for Contractor to provide fuel station testing, inspection, maintenance and repair. The First Amendment extended the term and increased compensation. The Second Amendment extended the term and increased compensation.
- B. City and Contractor now desire to amend the Agreement for the purpose of extending the term of the Agreement and increasing the 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 year.

2. SCOPE OF SERVICES

Exhibit A-1 to the Agreement is replaced by Exhibit A-2 to this Amendment.

3. COMPENSATION

Section 4 of the Agreement is amended to increase the compensation payable to Contractor under the Agreement by \$120,000 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 \$340,000. The Chief Financial Officer is authorized to pay all proper claims from various department charge numbers.”

4. COUNTERPARTS AND ELECTRONIC SIGNATURES

Section 21 (Counterparts and Electronic Signatures) is added to the Agreement after Section 20 (Authority; Signatures Required for Corporations) as follows:

“Section 21. 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 digital 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:

Name of Firm: Stroupe Petroleum Maintenance, Inc.

TYPE OF BUSINESS ENTITY (*check one*):

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

Signatures of Authorized Persons:

By: _____

Print Name: Howard L. Stroupe

Title: President

By: _____

Print Name: Laurie A. Stroupe

Title: Secretary

City of Santa Rosa Business Tax Cert. No.

_____9997064671_____

Attachment:

Exhibit A-2

CITY OF SANTA ROSA
a Municipal Corporation

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

Office of the City Attorney

ATTEST:

City Clerk

Exhibit A-2

SCOPE OF WORK

The City of Santa Rosa is seeking bids for a one-year term contract, with 4 one-year options to extend, to provide fuel station testing, inspection, maintenance and repair services for City fuel stations at various sites. This includes the scheduling of testing with the Santa Rosa Fire Department, pulling all applicable permits, submitting proposals for repairs, submitting month designated operator reports and annual monitoring certificates to the appropriate Department as applicable.

Prevailing Wage is Required.

Underground Storage Tank Sites:

Designated Operator (DO) shall comply with Health & Safety Code Sections 2715(b) through (f) which states the following:

(b) Effective January 1, 2005, designated UST operators shall possess a current certificate issued by the International Code Council (ICC) indicating he or she has passed the California UST System Operator exam. The individual shall renew the ICC certification, by passing the California UST System Operator exam, every 24 months.

(c) The designated UST operator(s) shall perform monthly visual inspections of all underground storage tank systems for which they are designated. The results of each inspection shall be recorded in a monthly inspection report. The monthly visual inspection shall include, but is not limited to, the following:

(1) Reviewing the alarm history report or log for the previous month, and checking that each alarm condition was documented and responded to appropriately. A copy of the alarm history report or log, along with documentation describing action taken in response to any alarm(s), shall be attached to the monthly visual inspection record.

(2) Inspecting for the presence of hazardous substance, water, or debris in spill containers.

(3) Inspecting for the presence of hazardous substance, water, or debris in under-dispenser containment areas, and checking that the monitoring equipment in these areas is located in the proper position to detect a leak at the earliest possible opportunity.

(4) Inspecting for the presence of hazardous substance, water, or debris in containment sumps that, in the past month, have had an alarm for which there is no record of a service visit, and checking that the monitoring equipment in these containment sumps is located in the proper position to detect a leak at the earliest possible opportunity.

(5) Checking that all required testing and maintenance for the underground storage tank system have been completed, and documenting the dates these activities occurred.

(6) Verifying that all facility employees have been trained in accordance with subdivision 2715(f).

(d) The designated UST operator(s) shall provide the owner or operator with a copy of each monthly inspection report, and alert the owner or operator of any condition discovered during the monthly visual inspection that may require follow-up actions.

(e) The owner or operator shall maintain a copy of the monthly inspection record and all attachments for the previous twelve months. The records shall be maintained on-site or, if approved by the local agency, off-site at a readily available location.

(f) By July 1, 2005, and every twelve months thereafter, the designated UST operator(s) shall train facility employees for which he or she is responsible in the proper operation and maintenance of the underground storage tank system. For facility employees hired on or after July 1, 2005, the initial training shall be conducted within 30 days of the date of hire.

(1) The training for facility employees must include, but is not limited to:

(A) The operation of the underground storage tank system in a manner consistent with the facility's best management practices.

(B) The facility employee's role with regard to the monitoring equipment as specified in the facility's monitoring plan.

(C) The facility employee's role with regard to spills and overfills as specified in the facility's response plan.

(D) The name of the contact person(s) for emergencies and monitoring equipment alarms.

(2) At least one of the facility employees present during operating hours shall have current training in accordance with subdivision (f)(1). For facilities that are not routinely staffed, the designated UST operator shall implement a facility employee training program approved by the local agency.

(3) A list of facility employees who have been trained by the designated UST operator(s), shall be maintained on-site or off-site at a readily available location, if approved by the local agency. The list shall be provided to the local agency upon request. The list shall include the dates of training for all facility employees, and the hiring dates for all facility employees hired on or after July 1, 2005.

Service Technician shall comply with Health & Safety Code Sections 2715(i) which states the following:

(i) Any individual performing the work of a service technician must meet all of the following requirements:

(1) Possess or be employed by a person who possesses a current Class "A" General Engineering Contractor License, C-10 Electrical Contractor License, C-34 Pipeline Contractor License, C-36 Plumbing Contractor License, or a C- 61 (D40) Limited Specialty Service Station Equipment and Maintenance Contractor License issued by the Contractors State License Board, as applicable. Individuals who possess a tank testing license issued by the State Water Resources Control Board satisfy the licensing requirement of this paragraph.

(2) Be trained and certified by the manufacturer of the equipment as follows:

(A) For service technicians conducting secondary containment testing pursuant to section 2637(a), this training and certification may be obtained through the developer of the testing equipment or test method being used, or through the manufacturer of the secondary containment system being tested, as applicable.

(B) For service technicians performing work on monitoring equipment, training and certification shall be obtained from the manufacturer of the monitoring equipment.

(C) In the event that no training or certification exists that would satisfy the criteria of subparagraph (i)(2)(A) or (B), the local agency may approve comparable alternate training or certification.

(3) Renew all training and certifications issued by the manufacturer, through completion of a manufacturer's refresher course, at the time interval recommended by the manufacturer, or every 36 months, whichever is shorter.

(4) Effective July 1, 2005, service technicians shall possess or work under the direct and personal supervision of an individual physically present at the work site who possesses a current certificate from the International Code Council (ICC), indicating he or she has passed the California UST Service Technician exam. If the California UST Service Technician exam is not available by July 1, 2004, this requirement shall be effective twelve months after the date the exam is available. The individual shall renew the ICC certification,

The following are the applicable Underground Storage Tank sites:

- 55 Stony Point Road – City of Santa Rosa Fleet Maintenance – Contact Doug Williams (707)543-3712
 - 15,000 gallon unleaded, installed 2005
 - 15,000 gallon diesel, installed 2005
 - 20,000 gallon diesel, installed 2005
- 4300 Llano Road – Laguna Treatment Plant – Contact Martin St. George (707)543-3359

- 15,000 gallon diesel, installed 1992
- 2260 Sonoma Avenue – Santa Rosa Pump Station #4 – Contact Jason Tibals (707)543-4200
 - 3,000 gallon diesel, installed 1999

The Designated Operator (DO) is responsible for the activities for all City of Santa Rosa owned UST sites:

- Monthly DO inspection
- Updates to DO statements as required
- Annual training requirements

The Service Technician is responsible for the following activities for all City of Santa Rosa own UST sites:

- Annual monitoring certifications
- Spill bucket testing
- Containment alarm testing
- SB989 testing
- Compliance with Bay Area Air Quality Management District

Aboveground Storage Tanks

The City of Santa Rosa maintains and operates several Aboveground Storage Tanks that are using for fueling and emergency generators in some cases. The following is a list of sites that may require repairs, servicing, testing, and compliance with Bay Area Air Quality Management District:

- 2200 Llano Road – Brown Farm Reclamation Facility – Contact Martin St. George (707)543-3350
 - 500 gallon split tank, 250 unleaded and 250 diesel
- 955 Sonoma Avenue – Public Safety Building – Contact Doug Williams (707)543-3712
 - 2000 gallon diesel
- 1775 Yulupa Avenue, Fire Station #4 – Contact Keith Flood (707)543-3534
 - 1,000 gallon diesel
- 550 Lewis Road, Fire Station #11 – Contact Keith Flood (707)543-3534
 - 500 gallon diesel
- 2201 Newgate Court, Fire Station #5 – Contact Keith Flood (707)543-3534
 - 500 gallon diesel
- 3311 Coffey Lane, Fire Station #3 – Contact Keith Flood (707)543-3534
 - 500 gallon diesel

The bid for the services associated with the Scope of Work that has been provided should include:

- Rates for Monthly DO Testing
- Rates for regular maintenance
- Repair rates
- Markup on parts
- Mileage
- Training hourly rates

RATE SHEET

ITEM	UNIT	DESCRIPTION	UNIT PRICE
1.	Per bucket	Spill Bucket Testing	\$ 75.00
2.	Each	Line Leak Detector Testing	\$ 45.00
3.	Each	Containment Alarm Testing	\$ N/A
4.	Each	SB-989 Secondary Containment Testing	\$ T + M
5.	Per Month	Monthly Designated Operator Verification	\$ 175.00
6.	Annually	Monitoring Systems Certifications	\$ T + M
7.	Annually	Annual Air Quality Testing	\$ T + M
8.	Per Hour	Regular Maintenance Per Hour	\$ 175.00
9.	Per Hour	Repair Rates Per Hour	\$ 175.00
10.		Markup on Parts	<u>20</u> %
11.	Per Mile	Mileage	\$ 0.95
12.	Per Hour	Training Hourly Rates	\$ 175.00