

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

This Fifth Amendment to Agreement number F001840, dated October 29, 2018 ("Agreement") is made as of this _____ day of _____, 2022, by and between the City of Santa Rosa, a municipal corporation ("City"), and Carbon Supply, Inc. ("Contractor").

RECITALS

- A. City and Contractor entered into the Agreement for Contractor to provide iron sponge media removal, replacement, and disposal services. The First Amendment extended the term and increased compensation. The Second Amendment increased compensation. The Third Amendment extended the term and increased compensation. The Fourth Amendment increased compensation
- B. City and Contractor now desire to amend the Agreement for the purpose of extending the term 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) of the Agreement, effective October 29, 2022, Exhibit B-1 to the Agreement is replaced by Exhibit B-2 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 \$227,298 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 \$479,298. The Chief Financial Officer is authorized to pay all proper claims from various department 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:

Name of Firm: Carbon Supply, 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: Miguel Gonzalez

Title: Vice President

By: _____

Print Name: Ken Ciaccio, Jr.

Title: Secretary

CITY OF SANTA ROSA

a Municipal Corporation

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

Office of the City Attorney

City of Santa Rosa Business Tax Cert. No.

_____ N/A _____

Attachment: Exhibit B-2 – Compensation Schedule

**Exhibit B-2
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		\$11,169.00
	Delivery charge	1		\$1,050.00
2	CIS Media – WEST UNIT	300 CF		\$11,169.00
	Delivery charge	1		\$1,050.00

Section 2 Labor

	Description	Quantity	Cost
1	CIS Media Disposal – EAST UNIT	300 CF	\$2,900.00
1a	CIS Media Replacement – EAST UNIT	300 CF	\$7,610.80
2	CIS Media Disposal – WEST UNIT	300 CF	\$2,900.00
2a	CIS Media Replacement – WEST UNIT	300 CF	\$7,610.80

Section 3 Miscellaneous Rates

Item	Description	
1	Hourly Labor Rate	\$225.00
2	After Hour Rates	\$350.00
3	Overtime Rates	\$295.00
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	5%

TOTAL SECTION 1 + SECTION 2**\$45,459.60**