

**THIRD AMENDMENT
TO GENERAL SERVICES AGREEMENT NUMBER F001450
WITH SYAR INDUSTRIES, INC.**

This Third Amendment to Agreement number F001450, dated July 11, 2017 ("Agreement") is made as of this _____ day of _____, 2020, by and between the City of Santa Rosa, a municipal corporation ("City"), and Syar Industries, Inc., a California Corporation ("Contractor").

RECITALS

- A. City and Contractor entered into the Agreement for Contractor to provide asphalt concrete supplies. The First Amendment extended the contract. 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 for an additional year and increasing compensation.

AMENDMENT

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

1. SCOPE OF SERVICES

Effective July 12, 2020, 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 \$700,000 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 \$1,665,391.55. 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:

CITY OF SANTA ROSA
a Municipal Corporation

Name of Firm: Syar Industries, Inc.

TYPE OF BUSINESS ENTITY (check one):

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

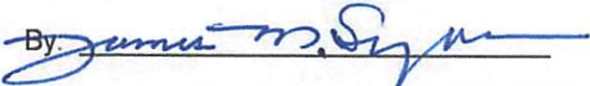
By: _____

Print Name: _____

Title: _____

Signatures of Authorized Persons:

APPROVED AS TO FORM:

By: 

Print Name: JAMES M. SYAR

Title: PRES.

Office of the City Attorney

By: 

Print Name: WILLIAM M. MESSANA

Title: Vice President / CFO.

ATTEST:

City Clerk

City of Santa Rosa Business Tax Cert. No.

Attachment:

Exhibit B-2

ATTACHMENT ~~B2~~ - PRICE SHEET

Item #	Qty	Unit	Bid Item	Unit Price	Total Amt
1.	3000	Tons	¼" Asphalt Concrete	\$ <u>82.00</u>	\$ <u>246,000.00</u>
2.	3000	Tons	¼" Asphalt Concrete w/AS	\$ <u>84.00</u>	\$ <u>252,000.00</u>
3.	100	Tons	3/8" Asphalt Concrete	\$ <u>78.00</u>	\$ <u>7,800.00</u>
4.	100	Tons	3/8" Asphalt Concrete w/AS	\$ <u>80.00</u>	\$ <u>8,000.00</u>
5.	1500	Tons	½" Asphalt Concrete	\$ <u>72.00</u>	\$ <u>108,000.00</u>
6.	1500	Tons	½" Asphalt Concrete w/AS	\$ <u>74.00</u>	\$ <u>111,000.00</u>
7.	100	Tons	¾" Asphalt Concrete	\$ <u>72.00</u>	\$ <u>7,200.00</u>
8.	100	Tons	¾" Asphalt Concrete w/AS	\$ <u>74.00</u>	\$ <u>7,400.00</u>
9.	100	Tons	Easy Street Asphalt	\$ <u>150.00</u>	\$ <u>15,000.00</u>
10.	30	Tons	Topeka	\$ <u>82.00</u>	\$ <u>2,460.00</u>
11.	30	Tons	Berm Mix	\$ <u>82.00</u>	\$ <u>2,460.00</u>
12.	5000	Gals	SS-1 Emulsified Asphalt-Gallon	\$ <u>4.00</u>	\$ <u>20,000.00</u>
			Effective 7/01/20 – 7/01/21		

Note: Dumped Broken Concrete and Asphalt are to be accepted by the vendor at a cost of \$30 per ton at Syar Healdsburg Plant.

Note: Fuel charges will not be acceptable. Quantities above are estimates only.