

**SIXTH AMENDMENT
TO GENERAL SERVICES AGREEMENT NUMBER F001318
WITH FISHMAN SUPPLY COMPANY**

This Sixth Amendment to Agreement number F001318, dated December 27, 2016 (“Agreement”) is made as of this 5th day of January, 2021, by and between the City of Santa Rosa, a municipal corporation (“City”), and Fishman Supply Company, Petaluma, CA, a California Corporation, (“Contractor”).

RECITALS

- A. City and Contractor entered into the Agreement for Contractor to provide janitorial supplies. The First Amendment added contract items and increased compensation. The Second Amendment extended the term of the Agreement for one year, increased compensation and revised the cost for two contract items. The Third Amendment changed product brand, revised the cost of one item and increased compensation. The Fourth Amendment extended the Agreement and increased compensation. The Fifth Amendment extended the Agreement 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-5 to the Agreement is replaced by Exhibit A-6 to this Amendment.

3. **COMPENSATION**

Section 4 of the Agreement is amended to increase the compensation payable to Contractor under the Agreement by \$80,000 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 \$381,645.71. 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 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:

CITY OF SANTA ROSA
a Municipal Corporation

Name of Firm: Fishman Supply Company

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: _____

Title: _____

By: _____

Print Name: _____

Title: _____

Office of the City Attorney

City of Santa Rosa Business Tax Cert. No.

_____19332_____

Attachment:

Exhibit A-6 - Compensation Schedule

Exhibit A-6

ATTACHMENT "A-6"
COMPENSATION SCHEDULE

Section A – Recycled Paper					
Item#	Qty	Unit	Bid Item	Unit Price	Total Amount
1.	400	Cs	<p>***Recycled Toilet Tissue, Roll, 2 Ply Manufacturer Brand: Wausau Paper 5490 or acceptable equal (Eco-Soft 5490) Mfr/Item No. <u>Wausau Eco Soft</u> Case Count: (96/500) _____ Recycled content _____</p>	\$ <u>40.79</u>	\$ <u>16,316</u>
2.	1400	Cs	<p>***Recycled Towel, Multifold Manufacturer Brand: Wausau Paper 481-40 or acceptable equal (Duble- Nature 48190) Mfr/Item No. <u>Wausau 48190</u> Case Count: (16/250) <u>16 / 250</u> Recycled content <u>100%</u></p>	\$ <u>20.95</u>	\$ <u>29,330</u>

All janitorial paper products shall be unbleached or processed without chlorine or chlorine derivatives

***All products above MUST be recycled. No exceptions.

Section C – Cleaning Products						Meets City Standards
Item #	Qty	Unit	Bid Item	Unit Price	Total Amount	Yes / No
1.	5	Ea	Steel Wool Soap Pads Manufacturer Brand: Clorox SOS or acceptable equal (CLO 88320) Mfr/Item No. <u>88320</u> Case Count: (15/bx)	\$ <u>3.78</u>	\$ <u>18.90</u>	Y
2.	30	Bx	Baking Soda, Manufacturer Brand: Arm & Hammer or acceptable equal (16 oz. per box) (CDC 8410400) Mfr/Item No. <u>CDC8410400</u> Case Count: (24) <u>24</u>	\$ <u>.88</u>	\$ <u>26.40</u>	Y
3.	100	Ea	Plastic Bottle with Chemical Resistant Trigger Sprayer Head 24 oz Manufacturer Brand: No Brand Mfr/Item No. <u>Imorect</u>	\$ <u>2.29</u>	\$ <u>229.00</u>	Y
4.	35	Ea	Broom Janitor Manufacturer Brand: National or acceptable equal (NAT 6030) Mfr/Item No. <u>Carlisle</u>	\$ <u>7.48</u>	\$ <u>261.80</u>	Y

****All surfactants and detergents shall be biodegradable, where practicable, and shall not contain phosphates. To the extent practicable, no cleaning or disinfecting products (i.e. for janitorial or automotive use) shall contain ingredients that are carcinogens, mutagens, or teratogens ****

Section C – Cleaning Products <i>(Continued)</i>						Meets City Standard
Item #	Qty	Unit	Bid Item	Unit Price	Total Amount	Yes/No
5.	20	Ea	Broom Whisk 10 Manufacturer Brand: National or acceptable equal (NAT 228S) Mfr/Item No. _____	\$ <u>3.25</u>	\$ <u>65.00</u>	Y

6.	60	Ea	Broom, Street Brown, Orange or Blue 16" Wood Block Stiff Bristle Manufacturer Brand: Flo-Pac or acceptable equal (FP BRONCO) Mfr/Item No. <u>Bravo</u>	\$ <u>22.00</u>	\$ <u>1320.00</u>	Y
7.	50	Ea	Handle Broom 60" x 15/16" Threaded Manufacturer Brand: National or acceptable equal (NAT 02) Mfr/Item No. <u>Carlisle</u>	\$ <u>2.90</u>	\$ <u>145.00</u>	
8.	50	Ea	Handle Broom 60" x 15/16" Tapered Manufacturer Brand: National or acceptable equal (NAT 02) Mfr/Item No. <u>Carlisle</u>	\$ <u>3.00</u>	\$ <u>150.00</u>	
9.	10	Ea	15" Brush, Toilet Manufacturer Brand: Rubbermaid or acceptable equal (RM 6210-00WHT) Mfr/Item No. <u>Rubbermaid</u>	\$ <u>3.00</u>	\$ <u>30.00</u>	
10.	25	Ea	Swab, Toilet Bowl with Plastic Handle Manufacturer Brand: Tolco or acceptable equal (TO 280100) Mfr/Item No. <u>Impact</u>	\$ <u>.99</u>	\$ <u>24.75</u>	
11.	160	Gl	Soap Manufacturer Brand: Nelco or acceptable equal (JC 050501) Mfr/Item No. <u>White Pearl</u> Case Count: (4-1gal) <u>Unscented</u>	\$ <u>8.35</u>	\$ <u>1336.00</u>	
12.	24	Qt	Cleaner, Drain Sulfuric Acid Manufacturer Brand: EXSL or acceptable equal (EX 0341) Mfr/Item No. <u>EXSL</u> Case Count: (12-32oz) <u>12/case</u>	\$ <u>6.00</u>	\$ <u>144.00</u>	Discontinued

13.	25	Gl	Cleaner, Glass, full strength Manufacturer Brand: Nelco or acceptable equal (NEL 2T) Mfr/Item No. <u>Serenade</u> Case Count: (4-1gal)	\$ <u>3.00</u>	\$ <u>75.00</u>	
14.	132	Ea	Cleanser, Abrasive Manufacturer Brand: Ajax or acceptable equal (LA 04275) Mfr/Item No. <u>Ajax 14278</u> Case Count: (12-14oz) <u>21oz</u>	\$ <u>1.20</u>	\$ <u>158.40</u>	
15.	12	Ea	Deodorant Toilet Bowl Block Manufacturer Brand: Nilodor or acceptable equal (NI 3000JC) Mfr/Item No. <u>Big D</u>	\$ <u>1.00</u>	\$ <u>12.00</u>	
16.	60	Ea	Deodorant Room Spray, Aerosol Manufacturer Brand: Betco or acceptable equal (BT LB24) Mfr/Item No. _____ Case Count: (12-16oz)	\$ <u>2.95</u>	\$ <u>177.00</u>	
17.	92	Bx	Automatic Dishwasher Detergent, Powdered Manufacturer Brand: Procter & Gamble "Cascade" or acceptable equal (PG00801) Mfr/Item No. <u>95787</u> Case Count: (24-20oz) <u>6/60oz.</u>	\$ <u>6.00</u>	\$ <u>552.00</u>	
18.	225	Ea	Dishwashing Detergent, Liquid Manufacturer Brand: Procter & Gamble "Joy" or acceptable equal (PGC 45114) Mfr/Item No. <u>Joy</u> Case Count: (8-38oz)	\$ <u>5.75</u>	\$ <u>1293.75</u>	

****All surfactants and detergents shall be biodegradable, where practicable, and shall not contain phosphates. To the extent practicable, no cleaning or disinfecting products (i.e. for janitorial or automotive use) shall contain ingredients that are carcinogens, mutagens, or teratogens ****

19.	90	Ea	Disinfectant Pine Odor, Concentrate Manufacturer Brand: AFFLAB "Pine Q" or acceptable equal (AFL 0701) Mfr/Item No. <u>Pineguard</u> Case Count: (4-1gal) <u>4/1</u>	\$ <u>6.50</u>	\$ <u>585.00</u>
20.	24	Ea	Aerosol Insecticide Spray, Ant and Roach 17oz Manufacturer Brand: Chase or acceptable equal (CC 433-4106) Mfr/Item No. <u>438-5113</u> Case Count: (12-10oz) <u>15 oz.</u>	\$ <u>4.20</u>	\$ <u>100.80</u>
21.	15	Ea	Handle (Hardwood) Mop 54" Manufacturer Brand: National or acceptable equal (NAT 540WQ) Mfr/Item No. <u>BRK603</u>	\$ <u>7.95</u>	\$ <u>119.25</u>
22.	45	Ea	Mop Head 20oz 8 Ply Manufacturer Brand: Gold Star (#24) or acceptable equal (GS 2124-24) Mfr/Item No. <u>BWK2020CSA</u>	\$ <u>4.00</u>	\$ <u>180.00</u>
23.	24	Ea	Mop Head Blue 24oz 4 Ply 1.25" Headband Manufacturer Brand: Serenade or acceptable equal (AWQ1024B) Mfr/Item No. <u>Serenade</u>	\$ <u>5.00</u>	\$ <u>120.00</u>
24.	296	Ea	Soap Hand Bar Manufacturer Brand: Dial "Gold" or acceptable equal (DIA 02401) Mfr/Item No. <u>Dial 02401</u> Case Count: (72-4oz) <u>72</u>	\$ <u>1.10</u>	\$ <u>325.60</u>

25.	8	Bx	Soap Hand Powdered 5 lb. Manufacturer Brand: Borax or acceptable equal (AL DWPHS) Mfr/Item No. <u>Boraxo</u>	\$ <u>6.75</u>	\$ <u>54.00</u>	
26.	165	Gl	Bleach Chlorine Liquid Manufacturer Brand: All Pro or acceptable equal (AP 8013) Mfr/Item No. <u>720</u> Case Count: (6-1gal) <u>6/1</u>	\$ <u>2.50</u> <i>Full Cases</i>	\$ <u>412.50</u>	
27.	233	Bt	Liquid Laundry Detergent (Tide, no bleach, Fragrance Free) 100 oz Manufacturer Brand: Procter & Gamble "Tide" (PGC 13885). Mfr/Item No. <u>PGC13885</u> Case Count: (3-100oz) <u>6/50</u>	\$ <u>9.95</u>	\$ <u>2318.35</u>	

28.	32	Ea	Sponge M4 (4" x 7-1/2" x 1-3/4") Manufacturer Brand: Unisan "M10" or acceptable equal (UNS CS3) Mfr/Item No. <u>BWLCSZ</u> Case Count: (24)	\$ <u>1.09</u>	\$ <u>34.88</u>	
29.	720	Ea	Aerosol Germicidal Foaming Cleaner 20oz Manufacturer Brand: Claire or acceptable equal (C-873) Mfr/Item No. <u>Chase</u> Case Count: (12-17oz)	\$ <u>2.75</u>	\$ <u>1980.00</u>	

30.	394	Ea	Antimicrobial lotion soap Manufacturer Brand: Betco or acceptable equal (BT 14119) Mfr/Item No. <u>GO-JO</u> Case Count: (12-900ml) <u>12/900</u>	\$ <u>3.75</u>	\$ <u>1477.50</u>	
31.	75	Ea	Antimicrobial Foaming Soap Manufacturer Brand: Betco or acceptable equal (75929-00) Mfr/Item No. <u>Buckeye</u> Case Count: (6-1000ml) <u>6/1250</u>	\$ <u>10.10</u>	\$ <u>757.50</u>	
32.	48	Ea	Hair & Body Shampoo Manufacturer Brand: Betco or acceptable equal (75329-00) Mfr/Item No. <u>Buckeye</u> Case Count: (6-1000ml) <u>6/1250</u>	\$ <u>9.60</u>	\$ <u>460.80</u>	
33.	12	Ea	Scrub brush, soft bristle, truck wash # 468, two-hole threaded & tapered. Manufacturer Brand: Flo-Pac or acceptable equal (FP 468) Mfr/Item No. <u>Carlisle</u>	\$ <u>16.75</u>	\$ <u>201.00</u>	
34.	12	Ea	Spray oven cleaner Manufacturer Brand: Betco or acceptable equal (BT0C55) Mfr/Item No. <u>Champion</u> Case Count: (12-18oz)	\$ <u>3.00</u>	\$ <u>36.00</u>	
35.	10	Ea	Soap Dispenser Manufacturer Brand: Betco or acceptable equal (BT 90453) Mfr/Item No. <u>Buckeye</u>	\$ <u>0</u>	\$ <u>0</u>	

36.	206	Ea	Hand Sanitizing Foam Cleaner Manufacturer Brand: Betco or acceptable equal (77853-00) Mfr/Item No. <u>60-JD</u> Case Count: (12-1.6oz) <u>102</u>	\$ <u>1.25</u>	\$ <u>257.50</u>	
37.	75	Ea	Instant Hand Sanitizer Manufacturer Brand: Betco or acceptable equal (77624-00) Mfr/Item No. <u>60-JD 9651</u> Case Count: (12-4oz) <u>24/cs</u>	\$ <u>3.50</u>	\$ <u>262.50</u>	
38.	12	Ea	Hand Sanitizing Foam Cleaner Manufacturer Brand: Betco or acceptable equal (77429-00) Mfr/Item No. <u>Buckeye</u> Case Count: (6-1000ml) <u>6/1200</u>	\$ <u>12.00</u>	<u>144.00</u>	
39.	132	Ea	Glass Cleaner Foaming Aerosol Manufacturer Brand: Claire or acceptable equal (C-050) Mfr/Item No. <u>Serenade</u> Case Count: (12-19oz) <u> </u>	\$ <u>2.00</u>	\$ <u>264.00</u>	
40.	50	Ea	Stainless Steel Cleaner Manufacturer Brand: Appeal or acceptable equal (APP12728) Mfr/Item No. <u>Serenade</u> Case Count: (12-18oz) <u>12/16oz</u>	\$ <u>3.15</u>	\$ <u>157.50</u>	
41.	188	Ea	Disinfectant Hepacide Manufacturer Brand: Spartan or acceptable equal (DMQ) Mfr/Item No. <u>Serenade Disinfectant</u> Case Count: (4-1gal) <u>4/1</u>	\$ <u>8.00</u>	\$ <u>1504.00</u>	
42.	<u>100</u>	Cs	Disinfectant, aerosol MFG: Champion 12/16.5 oz. #60162	\$ <u>33.00</u>	\$ <u>3300.00</u>	

43.	100	Cs	Bathroom Cleaner, Mfg: Serenade Canon, non acid #51358, 12/Qt	\$ <u>26.00</u>	\$ <u>2600.00</u>	
44.	60	Cs	Bags Liner Plastic 10/13 (23X29) Gallon Compostable, BG-CS-13 Must be BPI Cert. 200/cs	\$ <u>29.87</u> -	\$ <u>1792.20</u>	
45.	10	Cs	Bags, Liner, Plastic 38" x 64" 6 Mil Fishman SKU #25827 50/cs	\$ <u>134.76</u> -	\$ <u>1347.60</u>	