

RESOLUTION NO. 1301

RESOLUTION OF THE BOARD OF PUBLIC UTILITIES APPROVING THE FIFTH AMENDMENT TO THE GENERAL SERVICES AGREEMENT NUMBER F001840 WITH CARBON SUPPLY, INC.

WHEREAS, on October 29, 2018 the City entered into a General Services Agreement Number F001840 with Ciaccio Enterprizes, Inc., dba KC International, Rancho Cucamonga, California for iron sponge media removal, replacement, and disposal services for two years in the amount not to exceed \$96,000; and

WHEREAS, on July 3, 2019 the City entered into an Assignment and Assumption of General Services Agreement Number F001840 and Consent to Assignment thereby consenting to assignment of the Agreement by Ciaccio Enterprizes, Inc. dba KC International to Carbon Supply, Inc., Bell Gardens, California; and

WHEREAS, on July 16, 2020, the Board of Public Utilities (BPU) approved the First Amendment to General Services Agreement (GSA) Number F001840 to extend the term of the GSA and increase compensation in the amount of \$60,000; and

WHEREAS, on May 20, 2021, the Purchasing Agent approved the Second Amendment to GSA Number F001840 to increase compensation in the amount of \$6,000; and

WHEREAS, on September 28, 2021, the City Manager approved the Third Amendment to GSA Number F001840 to extend the term of the GSA and increase compensation in the amount of \$80,000; and

WHEREAS, on May 25, 2022, the City Manager approved the Fourth Amendment to GSA Number F001840 to increase compensation in an amount not to exceed \$10,000; and

WHEREAS, the City desires to approve the Fifth Amendment to GSA Number F001840 to extend the GSA for an additional one-year term and to increase compensation payable under the GSA in an amount not to exceed \$227,298.

NOW, THEREFORE, BE IT RESOLVED that the Board of Public Utilities approves the Fifth Amendment to General Services Agreement F001840 with Carbon Supply, Inc., extending the term for one additional year and increasing compensation by \$227,298, for a total amount not to exceed \$479,298.

BE IT FURTHER RESOLVED that the Board of Public Utilities authorizes the Chief Financial Officer to pay all proper claims for this Agreement, as amended, out of Water Department Funds.

DULY AND REGULARLY ADOPTED by the City of Santa Rosa Board of Public Utilities this 6th day of October, 2022.

AYES: (5) ARNONE, GRABILL, WALSH, WATTS, AND WRIGHT

NOES:

ABSENT: (2) GALVIN AND BADENFORT

ABSTAIN:

APPROVED: _____/S/_____
William Arnone, Jr., Vice Chair

ATTEST: _____/S/_____
Dina Manis, Recording Secretary

APPROVED AS TO FORM:

_____/S/_____
Morgan Biggerstaff, City Attorney

Exhibit A – Fifth Amendment

**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:

CITY OF SANTA ROSA
a Municipal Corporation

Name of Firm: Carbon Supply, 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: Miguel Gonzalez

Title: Vice President

By: _____

Print Name: Ken Ciaccio, Jr.

Title: Secretary

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