

**THIRD AMENDMENT
TO GENERAL SERVICES AGREEMENT NUMBER F001422
WITH OLIN CORPORATION DBA
OLIN CHLOR ALKALI PRODUCTS**

This Third Amendment to Agreement number F001422, dated June 6, 2017 (“Agreement”) is made as of this ____ day of _____, 2020, by and between the City of Santa Rosa, a municipal corporation (“City”), and Olin Corporation dba Olin Chlor Alkali Products, a Virginia Corporation (“Contractor”).

RECITALS

- A. City and Contractor entered into the Agreement for Contractor to provide sodium hypochlorite delivery for the City of Santa Rosa Water Department, as previously amended by the First and Second Amendment.
- B. City and Contractor now desire to amend the Agreement for the purpose of extending the term of the Agreement for one year with a 3% increase in unit price, and increasing 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 one year through July 31, 2021.

2. **COMPENSATION**

Effective August 1, 2020, Exhibit A-2 is supplemented by Exhibit A-3 to this Amendment, which shall apply to the renewal term.

Section 4 of the Agreement is further amended to increase the compensation payable to Contractor under the Agreement by \$110,313 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 \$409,413. The Chief Financial Officer is authorized to pay all proper claims from various Charge Numbers.”

3. COUNTERPARTS AND ELECTRONIC SIGNATURES. A new section regarding counterparts and electronic signatures for this Third Amendment and future documents is hereby added to read as follows:

This Third Amendment 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 Third Amendment 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:

Olin Corporation dba Olin Chlor Alkali

TYPE OF BUSINESS ENTITY:

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

Signatures of Authorized Persons:

By: *John M. Schabacker*
John M. Schabacker (Jun 11, 2020 16:47 PDT)

Print Name: John M. Schabacker

Title: Business Director

By: _____

Print Name: _____

Title: _____

City of Santa Rosa Business Tax Cert. No.

_____ N/A _____

Attachment:

Exhibit A-3 – Compensation Schedule

CITY OF SANTA ROSA
a Municipal Corporation

By: _____

Print Name: Daniel J. Galvin III

Title: Chairman of the Board

APPROVED AS TO FORM:

[Signature]
Molly Maclean (Jun 12, 2020 14:04 PDT)

Office of the City Attorney

ATTEST:

Board Secretary

EXHIBIT "A-3"

COMPENSATION SCHEDULE

<u>BID ITEM</u>	<u>UNIT PRICE</u>
Sodium Hypochlorite, NaOCl (12.6% Solution Minimum), in bulk form delivered to locations identified below.	\$ <u>0.839/gl</u>

Note: The sales tax rate to be included on invoices is 9%. Should the tax rate change, the City of Santa Rosa will notify the vendor 30 days prior to any change. Delivery charges must be included in unit price.

DELIVERY: Delivery shall be F.O.B. destination freight charges included, made within forty-eight (48) hours after receipt of order and will be to the following locations:

1. Laguna Treatment Plant
4300 Llano Road
Santa Rosa, CA 95407

NOTE: Maximum storage capacity at this location is 10,000 gallons; minimum order quantity 3,000 gallons.

2. West College Treatment Plant
35 Pfister Road (Access to road from 55 Stony Point Road MSCN Corp Yard)
Santa Rosa, CA 95401
Quantity of two (2) tanks at this location in different areas within approximately 750ft of each other.

NOTE: Tank 1 - Maximum storage capacity at this location is 5,000 gallons; minimum order quantity is 3,000 gallons. Tank 2 – Maximum storage capacity is 400 gallons; minimum order quantity is 300 gallons.

3. Rohnert Park Pump Station
5200 Stony Point Road
Rohnert Park, CA 94931
4. Farmers Lane Well Treatment Facility
2260 Sonoma Avenue
Santa Rosa, Ca 95404

NOTE: Maximum storage capacity at Rohnert Park Pump Station is 1,500 gallons; minimum order quantity is 1,000 gallons. Maximum storage capacity at Farmers Lane Well Treatment Facility is 600 gallons, minimum order quantity is 300 gallons. Delivery for the Farmers Lane Well Treatment is weekly during the period of April – November each year.

To allow the City adequate time to arrange for personnel to receive the scheduled delivery, the City shall receive 24 hours advance notice of the intended delivery at the West College Treatment Plant. Contractor shall be required to call the Senior Operator at (707) 543-3350 before delivery to West College Treatment Plant. Farmers Lane Well Treatment Facility contact is Jason Tibbals, Utility System Supervisor at 707-543-3984.

Should delivery be delayed beyond the specified forty-eight (48) hours, the City reserves the right to procure the material or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract and actual cost thereof to the City of Santa Rosa. Prices paid by the City shall be considered the prevailing market price at the time such purchase is made. The provisions of this paragraph shall in no way be construed to relieve contractor from liability directly or indirectly caused by a delay in delivery beyond the specified forty-eight (48) hours.

Delivery shall be by a D.O.T. approved delivery truck for the specified material; any other mode of delivery is unacceptable. Contractor shall provide all labor and equipment necessary for a complete and safe transfer of the material from the contractor's delivery vehicle to the City's receiving site.

Failure by the contractor to notify the City of Santa Rosa immediately of any delivery beyond the stated date or terms is cause for the contractor to be held responsible for damages incurred as a result of an extended delivery time.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/20/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 Attn: NewYork.Certs@marsh.com Fax: 212-948-0500 OLIN Endt P 103007	CONTACT NAME: PHONE (A/C. No. Ext):		FAX (A/C. No):
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : Old Republic Insurance Company			24147
INSURER B : N/A			N/A
INSURER C :			
INSURER D :			
INSURER E :			
INSURER F :			

COVERAGES	CERTIFICATE NUMBER: NYC-009451448-77	REVISION NUMBER: 24
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY 313962 19 '\$100,000 SIR Each Occ Applicable'	07/01/2019	07/01/2020	EACH OCCURRENCE \$ 9,900,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 9,900,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB 313954 19	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	MWC 313959 19	07/01/2019	07/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 7,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THE CITY OF SANTA ROSA, ITS OFFICERS, AGENTS AND EMPLOYEES, ARE INCLUDED AS ADDITIONAL INSURED AS RESPECTS THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY POLICIES TO THE EXTENT REQUIRED BY WRITTEN CONTRACT BUT ONLY FOR LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED. WAIVER OF SUBROGATION APPLIES AS REQUIRED IN WRITTEN CONTRACT EXECUTED PRIOR TO DATE OF LOSS. *TIME ELEMENT POLLUTION COVERAGE IS INCLUDED AS PART OF THE GENERAL/PRODUCTS LIABILITY POLICY*

CERTIFICATE HOLDER CITY OF SANTA ROSA ATTN: JENNIFER MYLES FINANCE DEPARTMENT 635 FIRST STREET SANTA ROSA, CA 95404	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT

Named Insured Olin Corporation			Endorsement Number
Policy Symbol	Policy Number MWZY 313962 19	Policy Period 07/01/2019 to 07/01/2020	Effective Date of Endorsement 07/01/19
Issued By (Name of Insurance Company) Old Republic Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

This endorsement modifies all insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

The City of Santa Rosa, its officers, agents and employees
635 First Street
Santa Rosa, CA 95402

The following is added to Section II.2 – Who Is An Insured:

- e. The person or organization named in the Schedule above that you are required to include as an additional insured under this policy because of a written contract that:
- 1) Is in effect during this policy period; and
 - 2) Was executed prior to the “occurrence” of the “bodily injury” or “property damage”; and
 - 3) Qualifies as an “insured contract” as defined in this policy.

Such person or organization is an additional insured only for:

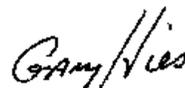
- 4) Coverage under Section I - Coverages, Coverage A. Bodily Injury and Property Damage Liability; and
- 5) Liability arising out of “your work” or “your product” for that additional insured; and
- 6) For the period of time required by the written contract and in no event beyond the expiration of this policy.

In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract:

- 7) The insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract; and
- 8) This endorsement shall not increase the Limits of Insurance stated in the Declarations under Item 3. Limits of Insurance pertaining to the coverage provided herein.

Any coverage provided by this endorsement to the Scheduled additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless the written contract specifically requires that this insurance apply on a primary or non-contributory basis.

In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any “occurrence” which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy’s terms and conditions.



Authorized Representative

POLICY NUMBER: **MWC 313959 19**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO
WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT
PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF
LOSS.**

DATE OF ISSUE: **07-15-19**

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization against whom you have agreed to waive you right of recovery in a written contract, provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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