



Meeting Date: 07/12/11

ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input checked="" type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s). _____	<input type="checkbox"/> Report
<input type="checkbox"/> Res. No(s). _____	<input type="checkbox"/> Public Hearing (Info/consent)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

Prepared By: Anthony Emmert, Water Resources Manager *AE* Agenda Item No. **I-9**

Reviewed By: City Manager *[Signature]* City Attorney *[Signature]* Finance *[Signature]* Public Works Director

DATE: June 30, 2011

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director *RR*

SUBJECT: **Third Amendment to Agreement with Oxnard Harvest Company**

RECOMMENDATION

That City Council approve and authorize the Mayor to execute the Third Amendment to the Agreement for Trade Services with Oxnard Harvest Company to increase the amount by \$100,000 for a total of \$745,000 (Agreement No. 4517-08-PW) and extend the contract expiration date to January 18, 2012.

DISCUSSION

On July 7, 2008, the City distributed a Request for Bid package to four local firms for semi-skilled labor personnel to perform the following duties associated with the Wastewater and Stormwater Quality Programs of the Public Works Department Water Resources Division, including but not limited to: cleaning stormwater drainage channels and structures at various locations throughout the City, and stormwater systems at the Wastewater Treatment Plant. Oxnard Harvest Company was the only firm to submit a bid by the closing date of July 14, 2008. Therefore, the City awarded the agreement to Oxnard Harvest Company. The service Oxnard Harvest Company has provided has been exceptional. The time extension would allow the Public Works Department time to complete preparations to issue a new request for bids for this work.

The California Regional Water Quality Control Board (CRWQCB) has issued a Stormwater Quality National Pollutant Discharge Elimination System (NPDES) permit to the Ventura County Watershed Protection District, the County of Ventura and the ten cities in Ventura County, including the City of Oxnard. The NPDES permit regulates discharges to storm drainage systems and prescribes numerous best management practices activities. One of the required activities that the City must comply with is the regular inspection and cleaning of storm drainage inlets and channels. Failure to satisfactorily perform the required activities can result in CRWQCB fines of up to \$10,000 per day. The primary activity that Oxnard Harvest Company performs under this agreement is the required cleaning of the City's storm drainage system's open concrete channels, earthen ditches, and other associated structures.

Additionally, the CRWQCB has issued a Wastewater Treatment NPDES permit to the City for the ongoing operation of the City's Wastewater Treatment Plant. One of the required activities that the City must comply with is the regular cleaning of the plant site and its on-site drainage system, in order to prevent runoff of any contaminants. Oxnard Harvest Company will perform this work at the Plant.

Third Amendment to Agreement with Oxnard Harvest Company

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FINANCIAL IMPACT

The estimated cost for services in the Third Amendment is not to exceed \$100,000 and will increase the total cost of the contract from \$645,000 to \$745,000. The recommended FY 2011-12 Budget includes funds in the Wastewater Collection Fund Account Number 611-6102 to cover the cost of this Amendment.

(AAE:JOH:ls)

Attachment #1 Third Amendment to Agreement No. 4517-08-PW

THIRD AMENDMENT TO AGREEMENT FOR TRADE SERVICES

This Third Amendment ("Third Amendment") to the Agreement for Trade Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 12th day of July, 2011, by and between the City of Oxnard, a municipal corporation ("City"), and Oxnard Harvest Company ("Vendor"). This Third Amendment amends the Agreement entered into on July 15, 2008, by City and Vendor. The Agreement previously has been amended on June 22, 2010, by a Second Amendment, and on June 9, 2009, by a First Amendment.

City and Vendor agree as follows:

1. In section 3 of the Agreement, the expiration date of "July 31, 2011" is deleted and replaced with the date "January 18, 2012."
2. In section 4 of the Agreement, the figure "\$645,000" is deleted and replaced with the figure "\$745,000."
3. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

VENDOR

Dr. Thomas E. Holden, Mayor

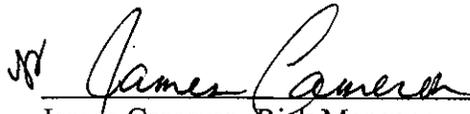


Bob Cuevas, Owner
Oxnard Harvest Company

ATTEST:

APPROVED AS TO INSURANCE:

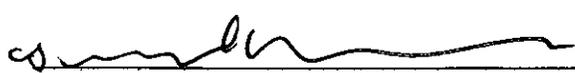
Daniel Martinez, City Clerk



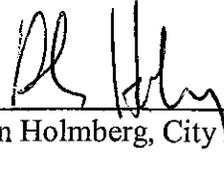
James Cameron, Risk Manager

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:



Rob Roshanian, Interim Public Works Director

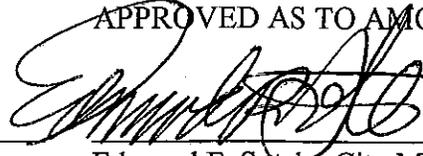


Alan Holmberg, City Attorney



Anthony Emmert, Project Manager

APPROVED AS TO AMOUNT:



Edmund F. Sobelo, City Manager

