



Meeting Date: 7/21/09

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 Agenda Item No. I-12
 Reviewed By: City Manager [Signature] City Attorney SMF Finance [Signature] Public Works [Signature]

DATE: July 9, 2009

TO: City Council

FROM: Mark S. Norris, Assistant Public Works Director
Public Works Department [Signature]

SUBJECT: First Amendment to Agreement with JCI Jones Chemicals for Chemical Supply and Delivery of Sodium Hypochlorite and Sodium Hydroxide to the Water Campus

RECOMMENDATION

That City Council approve and authorize the Mayor to execute the First Amendment to the Agreement with JCI Jones Chemicals to increase the amount by \$332,564 for a total of \$665,128 for chemical supply and delivery of Sodium Hypochlorite and Sodium Hydroxide (Agreement No. A-7092), and extend the contract expiration date to August 31, 2010.

DISCUSSION

Sodium hydroxide, sodium hypochlorite and aqueous ammonia are essential chemicals used in the treatment and delivery processes of Oxnard's local well water. On July 10, 2008, the City issued a competitive Request for Bid to qualified firms for supply and delivery of three (3) water chemicals, sodium hypochlorite, aqueous ammonia and sodium hydroxide. The closing date was July 29, 2008 and JCI Jones was the lowest bidder for Sodium Hypochlorite and Sodium Hydroxide, therefore, the Water Resources Division awarded them the contract for supply and delivery of these chemicals. The City and JCI Jones Chemicals subsequently executed an agreement for one (1) year of supply and delivery of Sodium Hypochlorite and Sodium Hydroxide, with an option to extend up to two (2) additional one-year terms for a total cost not to exceed \$998,000. JCI Jones Chemicals has completed the first year of supply and delivery. Execution of the First Amendment would represent the first of two (2) one (1) year extensions, leaving the potential for one (1) remaining one (1) year extension based on successful completion of the terms of the agreement.

FINANCIAL IMPACT

The estimated cost for services in the First Amendment is not to exceed \$332,564 and will increase the total cost of the Agreement from \$332,564 to \$665,128. There are sufficient funds for the cost of these services in the Fiscal Year 2009/2010 Budget, Account No. 601-6001-843-8109.

Attachment #1 - First Amendment to Agreement A-7092

FIRST AMENDMENT TO AGREEMENT FOR TRADE SERVICES

This First Amendment ("First Amendment") to the Agreement for Trade Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 21st day of July, 2009, by and between the City of Oxnard, a municipal corporation ("City"), and JCI Jones Chemicals ("Vendor"). This First Amendment amends the Agreement entered into on September 23, 2008, by City and Vendor.

City and Vendor agree as follows:

1. In Section 3 of the Agreement, the date "August 31, 2009" is deleted and replaced by the date "August 31, 2010".
2. In Section 4 of the Agreement, the figure "\$332,564" is deleted and replaced with the figure "\$665,128".
3. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

VENDOR

Dr. Thomas E. Holden, Mayor


Lorraine Constatino, National Sales Coordinator

ATTEST:

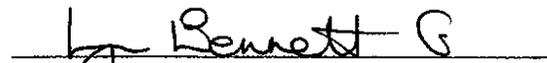
Daniel Martinez, City Clerk

APPROVED AS TO FORM:



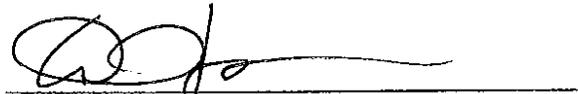
Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:



James Cameron, Risk Manager

APPROVED AS TO CONTENT:



Ken Ortega, Public Works Director



Anthony Emmert, Project Manager