



Meeting Date: 06/22/10

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 Agenda Item No. F-13
 Reviewed By: City Manager [Signature] City Attorney SMT Finance [Signature] Public Works Director [Signature]

DATE: June 10, 2010

TO: City Council

FROM: Mark S. Norris, Acting Public Works Director
 Public Works Department, Utilities Services Branch [Signature]

SUBJECT: Second Amendment to Agreement with Oxnard Harvest Company

RECOMMENDATION

That City Council approve and authorize the Mayor to execute the Second Amendment to the Agreement for Trade Services with Oxnard Harvest Company to increase the amount by \$145,000 for a total of \$645,000 (Agreement No. 4517-08-PW) and extend the contract expiration date to July 31, 2011.

DISCUSSION

On July 7, 2008, the City distributed a Request for Bid package to four local firms for 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 landscape maintenance and general site cleanup 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 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 will perform under this agreement will be 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

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prevent runoff of any contaminants. Oxnard Harvest Company will perform this work, as well as some landscape maintenance at the Wastewater Treatment Plant.

Financial Impact

The estimated cost for services in the Second Amendment is not to exceed \$145,000 and will increase the total cost of the contract from \$500,000 to \$645,000. Funding will be included in the Recommended FY2010-2011 Budget in the Wastewater Treatment Fund 621 and Wastewater Collection Fund 611 as follows:\$72,500 from Account No. 611-6102 (50%), \$36,250 from Account No. 611-6107 (25%), and \$36,250 from Account No. 621-6201 (25%).

(AAE:joh:ls)

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

SECOND AMENDMENT TO AGREEMENT FOR TRADE SERVICES

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

City and Consultant agree as follows:

- 1. In section 3 of the Agreement, the expiration date of "June 30, 2010" is deleted and replaced with the date "July 31, 2011".
- 2. In section 4 of the Agreement, the figure "500,000" is deleted and replaced with the figure "645,000"
- 3. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

VENDOR

Dr. Thomas E. Holden, Mayor

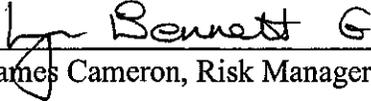


Bob Cuevas, Owner
Oxnard Harvest Company

ATTEST:

APPROVED AS TO INSURANCE:

Daniel Martinez, City Clerk



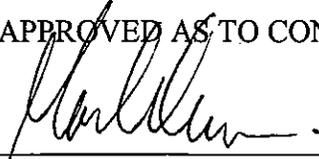
James Cameron, Risk Manager

APPROVED AS TO FORM:

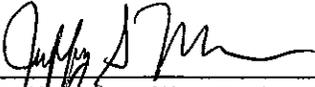
APPROVED AS TO CONTENT:



Alan Holmberg, City Attorney



Mark S. Norris, Acting Public Works Director



Jeffrey S. Miller, Project Manager