



Meeting Date: 09/21/2010

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. I-5

Reviewed By: City Manager City Attorney Finance Public Works

DATE: September 10, 2010

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director
Public Works

SUBJECT: Second Amendment to Agreement with Test America Laboratories, Inc. for Laboratory Chemical Testing and Sampling for the Water Resources Division

RECOMMENDATION

That City Council approve and authorize the Mayor to execute the Second Amendment to the Agreement with Test America Laboratories, Inc. to increase the amount by \$123,250 for a total of \$340,000 for laboratory chemical testing and sampling (Agreement No. 4855-09-PW), and extend the contract expiration date to August 12, 2011.

DISCUSSION

On April 28, 2009, a Request for Bid (RFB) package for Trade Services for the Laboratory Chemical Testing and Sampling for water and wastewater was distributed to seven (7) vendors. The closing date was May 18, 2009. Four (4) out of the seven (7) firms responded to the RFB.

On July 14, 2009 the City Manager executed an agreement with Test America, the lowest bidder, for laboratory chemical testing and sampling for the Water and Wastewater sections. The original contract was for one (1) year and may be extended to a total of three (3) years in accordance with City Council Resolution No. 11,716.

The Water Resources Division performs required sampling on a weekly schedule and as the need arises. Potential unanticipated needs often include a suspected health related hazard or an unanticipated change in the operation of a process. In either case, the sampling must be completed in an immediate time frame to meet short holding times.

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The Water Resources Division executed the First Amendment, which extended the contract three (3) months, in early August to allow the Water Resources Division to continue its services of laboratory chemical testing and sampling until Water Resources staff could return to City Council in September to request additional time and money. Water Resources staff is now requesting an additional nine-(9) months for TestAmerica to continue its services of laboratory chemical testing and sampling.

FINANCIAL IMPACT

The estimated cost for services in the Second Amendment is not to exceed \$123,250 and will increase the total cost of the Agreement from \$216,750 to \$340,000. There are sufficient funds the Wastewater Treatment Enterprise Fund Account No. 621-6201-842-8209 and in the Water Enterprise Fund Account No. 608-6015-842-8210 to cover the cost of this Amendment.

AAE/joh

Attachment #1 - Second Amendment to Agreement 4855-09-PW

**SECOND AMENDMENT TO AGREEMENT FOR TRADE SERVICES
(Includes Living Wage Requirements Effective from 7/1/10)**

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 21st day of September, 2010, by and between the City of Oxnard, a municipal corporation ("City"), and Test America Laboratories, Inc. ("Vendor"). This Second Amendment amends the Agreement entered into on July 14, 2009, by City and Vendor. The Agreement previously has been amended on August 9, 2010, by a First Amendment.

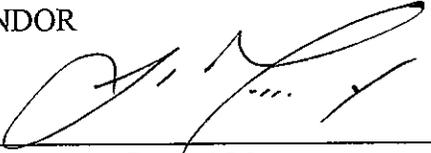
City and Vendor agree as follows:

- 1. In Section 3 of the Agreement, the date "November 30, 2010" is deleted and replaced by the date "August 12, 2011."
- 2. In Section 4 of the Agreement, the figure "\$216,750" is deleted and replaced with the figure "\$340,000."
- 3. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

VENDOR

Dr. Thomas E. Holden, Mayor

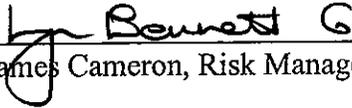


Scott Morris, General Manager

ATTEST:

APPROVED AS TO INSURANCE:

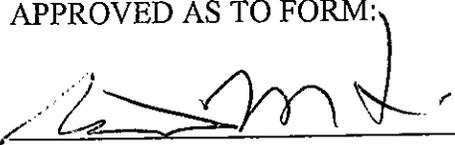
Daniel Martinez, City Clerk



James Cameron, Risk Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Alan Holmberg, City Attorney



Rob Roshanian, Interim Public Works Director



Anthony Emmert, Project Manager