

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 2020, by and between the City of Merced, a California Charter Municipal Corporation (“City”), and McCampbell Analytical Incorporated, a California Corporation, whose address of record is 1534 Willow Pass Road, Pittsburg, California 94565, (“Consultant”).

WHEREAS, City is undertaking additional services to conduct accelerated monitoring of *Ceriodaphnia dubia*; and,

WHEREAS, City and Consultant have previously entered into an Agreement for Professional Services (“Agreement”) dated June 17, 2019; and,

WHEREAS, City and Consultant desire to amend said Agreement to provide for additional services in connection with said project.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, agree as follows:

1. Section 22, “ADDITIONAL WORK,” is hereby added to the Agreement to read as follows:

“SECTION 22. ADDITIONAL WORK. Consultant shall perform the additional accelerated bioassay testing as detailed in Exhibit “1” attached hereto.

2. Section 23, “ADDITIONAL COMPENSATION,” is hereby added to the Agreement to read as follows:

“SECTION 23. ADDITIONAL COMPENSATION. City shall pay to Consultant the not to exceed additional sum of up to Twenty Thousand Five Hundred Dollars (\$20,500.00) for the additional work described in the proposal attached hereto as Exhibit “1” and in accordance with the rates set forth on Exhibit “1.”

3. Except as herein amended, the Agreement dated June 17, 2019, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
City Manager

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: Shweta A. Noh 2-20-2020
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

CONSULTANT
MCCAMPBELL ANALYTICAL
INCORPORATED,
A California Corporation

BY: 
(Signature)

Andrew Gantner
(Typed Name)

Its: Aquatic Toxicology Director
(Title)

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. 680252953

ADDRESS: 1534 Willow Pass Road
Pittsburg, CA 94565

TELEPHONE: 925-252-9262

FAX: _____

E-MAIL: drew.gantner@mccampbell.com

The Wastewater Treatment Facility (WWTF) operates under a National Pollutant Discharge Elimination System (NPDES) Permit. The NPDES requires the WWTF to conduct chronic whole effluent toxicity testing to comply with the Basin Plan's narrative toxicity objective. In addition, the WWTF is required to investigate the cause of any toxicity and identify corrective actions to reduce or eliminate effluent toxicity.¹

The NPDES permit further states that should the numeric toxicity monitoring trigger be exceeded, the WWTF would be required to initiate accelerated monitoring within 14 days. If the numeric toxicity monitoring trigger is exceeded during accelerated monitoring, the WWTF will then be required to initiate a Toxicity Reduction Evaluation (TRE) work plan.

The chronic toxicity monitoring results in October 2019 were reported as having a contributing toxicity effect on the receiving water with a "fail" result for Ceriodaphnia dubia reproduction. This triggered the WWTF to initiate accelerated monitoring. The costs for accelerated monitoring were not included in the original contract.

A chronic toxicity test for Ceriodaphnia dubia, including reference toxicity and courier services cost a total of \$2,050. Accelerated monitoring requires four consecutive tests with a "pass" result. If one of the accelerated monitoring tests results in a "fail", an additional four consecutive tests would need to be performed with a "pass" result for each test. Potentially up to ten (10) sample events could occur at \$2,050 per test equaling \$20,500.

1. (NPDES Order Number R5-2014-0096, VI Provisions, C. Special Provisions, 2. Special Studies, Technical Reports, and Additional Monitoring Requirements.



McC Campbell Analytical, Inc.
"When Quality Counts"

1534 Willow Pass Road, Pittsburg, CA 94565-1701
Toll Free Telephone: (877) 252-9262 / Fax: (925) 252-9269
<http://www.mcccampbell.com> / E-mail: main@mcccampbell.com

QUOTATION for ANALYTICAL SERVICES

Requested By: Jeremy J Geiger
City of Merced Public Works (COME)
10260 Gove Road

Merced, CA 95340
(209) 564-0386
geigerj@cityofmerced.org

Project:

Quote ID: 192768

Prepared DATE: June 25, 2019

Expiration DATE: August 23, 2021

Assigned PM: Drew Gantner

Prepared By: Drew Gantner

Test Name	Test Method	TAT	Matrix	Qty	Unit Price	Total
Tests:						
Acute 96-hr Static 48-hr Renewal Screen w/ FHM	EPA 2000.0	10 Days	W	1	\$357.00	\$357.00
Chronic Selenastrum capricornutum 100% Conc.	EPA 1003.0	12 Days	E	1	\$695.00	\$695.00
Chronic Selenastrum capricornutum Ref Tox	EPA 1003.0	12 Days	W	1	\$420.00	\$420.00
Chronic Ceriodaphnia dubia 100% Concentration	EPA 1002.0	12 Days	E	1	\$795.00	\$795.00
Chronic Ceriodaphnia dubia Ref Tox	EPA 1002.0	12 Days	W	1	\$760.00	\$760.00
Chronic Fathead Minnow 100% Concentration	EPA1000.0	12 Days	E	1	\$825.00	\$825.00
Chronic Fathead Minnow Ref Tox	EPA1000.0	12 Days	W	1	\$600.00	\$600.00
Fix-Rate Items:						
Courier Trip				1	\$165.00	\$165.00

Tests SubTotal: \$4,452.00

Fix-Rate Items SubTotal: \$165.00

TOTAL: \$4,617.00

Comments:

Courier fee should be applied for each day of sample delivery



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Credit & Payment

- To establish an account with McC Campbell Analytical, Inc. (MAI), first time clients must submit a completed credit application. Credit applications may take up to two or more weeks to process. Pre-payment of analytical results will be required for release of results if credit has not been established prior to the completion of the data. If a client does not wish to submit a credit application, a payment authorization form will need to be submitted at the time of sample submission.
- MAI accepts payment by check, cash, VISA, MASTERCARD, AMEX and DISCOVER.
- Third party billing is only permitted with written authorization from the sample submitting client stating that they will be responsible for payment should the third party be delinquent. MAI reserves the right to refuse any third party billing request.

Terms of Payment

- Upon credit approval MAI will not accept "pay when paid" terms without a written contract or payment plan in place.
- Orders from customers with invoices that are ninety (90) days or more overdue (i.e., not paid within 90 days of invoice date) will only be accepted on a C.O.D. basis until credit can be re-established to MAI's satisfaction.
- MAI reserves the right to withhold reporting of results if a client fails to pay on any invoice beyond 90 days. In accordance with FTC guidelines, a finance charge of 1.50% per month will be assessed on balances not paid within the due date of the invoice. Unpaid invoices of more than one year overdue may be subject to collections and collection fees at the sole discretion of MAI. Overdue accounts are responsible for all legal and collection fees.

Expedited Turnaround Times

- Standard turnaround time (TAT) for laboratory service is 5 business days for most analyses. Expedited turnaround times are available for most analyses. Please contact MAI in advance of sample delivery for rush TAT availability. Completion of any services purchased is subject to MAI's availability schedule. MAI shall make every reasonable effort to meet expected completion date(s) quoted or acknowledged. However, in the case of an unforeseen event, rush turnaround times may not be achievable even after acknowledgement. MAI will contact the client ASAP upon knowledge of the analytical data delays and adjust the invoice accordingly should delays occur.

MAI's expedited turnaround time surcharges for most tests are as follows, sub-contracted laboratory surcharges may vary:

• SAME DAY - 150% • 1 DAY TAT - 100% • 2 DAY TAT - 50% • 3 DAY TAT - 25% • 4 DAY TAT - 10%

Cancellation & Changes

- In the event that a sample submission cancellation is necessary, rush samples must be cancelled within 3 hours after laboratory receipt. Standard TAT samples are to be cancelled within one day after sample receipt. All samples cancelled after the above mentioned time frame will be subject to either an extraction &/or analytical fee depending how far along samples have been processed within the lab.
- Samples placed on hold after the above time frame will be subject to either an extraction or analytical fee depending how far along samples have been processed.
- Additions to the scope of work may prolong the turnaround time. The turnaround times for all additions start on the date that the changes have been initiated in writing. All changes/amendments to a Work order must be provided to MAI in writing, preferably via email.

Courier Service & Sample Pick-Up

- MAI will pick up samples or drop off supplies during normal business hours, free of charge within an 80 mile radius for events that are a minimum of \$150 of analytical services &/or equipment. Courier services beyond those parameters outlined are available at an additional cost and are subject to availability. In the event that the invoice is less than \$150, the invoice will be adjusted with a \$50 courier fee. MAI requires that all pickup & sample bottle requests be forwarded to our Sample Reception department 24 hours in advance for pickup &/or delivery. MAI makes every effort possible to accommodate our client's pickup & delivery needs; however, MAI is not responsible for expired hold times while on route. A 3- hour window is required for all pickups &/or deliveries. If samples require expedited TATs, sample deliver is strongly recommended. Turn-around time begins when the laboratory receives the samples.

Sample Receiving

- MAI is open to receive samples Monday through Friday; 8am– 9pm. Samples received after 5pm will be considered as received on the following business day. Turnaround time starts when the clients' samples are relinquished to MAI via the chain of custody and after any/all questions regarding the samples &/or COC desires have been resolved. MAI encourages clients to drop-off rush samples directly to our lab; alternatively, MAI can hire a private courier at client's expense in an effort to expedite the timely processing of these samples since our couriers cannot guarantee that they will arrive back to our lab by 5pm. MAI will not be liable for any rush samples that do not arrive to our lab via MAI courier by 5pm.





Sample Container Shipping

- MAI provides high quality sampling containers and ice chest cooler(s) upon request to our clients. These container and cooler costs are included within the quoted analytical pricing. Containers will be shipped via UPS ground or delivered by MAI couriers upon arrangement. A minimum of 1 week's advance notice is required in order to facilitate shipment of items by ground shipping. Shipments requiring priority deliver due to short notice will be billed to the client or charged to client's shipping account. Client is responsible for the cost of return shipment of samples to the laboratory unless otherwise arranged with MAI.

Cooler Policy / Rental Equipment

- Failure to return MAI cooler(s) within 30 days of receipt or if the cooler(s) is returned in an unusable condition, a \$50 per cooler fee will be invoiced. Pre-arranged storm water clients may retain MAI cooler(s) for up to 90 days.
- Failure to return rented sampling media within 30 days of receipt or return of damaged media, including dented summa canisters, will result in invoicing of the replacement cost. MAI will charge a cleaning fee that is equal to 25% of the analytical cost for summa canisters and refrigerant gas tubes that are returned as unused. No disassembly of manifolds or refrigerant gas sampling equipment is permitted, charges will incur if disassembled.

Sample Storage & Disposal

- Soil samples are discarded 60 days after results are reported unless other arrangements are made in advance. Water samples are disposed 30 days after results are reported. Known hazardous samples will be returned to the client or disposed of at client's expense. Samples held for a period over 60 days may incur additional storage fees.

Reporting & Data Archiving

- MAI delivers completed reports by electronic email (Adobe PDF©). Upon request MAI can delivery analytical data via EDD, Write On, WaterTrax, Equis, GIS-Key, EDF, fax, or send hardcopies via USPS. Additional charges may apply.
- Reporting of MDL (J flag) is not standard and will only be reported upon request.
- Data and reports are archived for a minimum of five (5) years from reporting date.

Multiple Dilutions Analyzed

- On multi-target analyte lists, MAI will report the analytical run containing the highest concentration component/analyte in the sample within the calibrated (quantifiable) range. Analytical screening runs are not reported. The laboratory will generally not be able to attempt greater than 10-fold more concentrated analysis than the standard dilution. Additional dilutions requested to be analyzed and reported can be provided at 50% of the analytical cost for "prepped" analyses and 70% of the analytical cost for all others. These additional dilutions will only be attempted if deemed not to pose a risk to analytical instrumentation. Please contact your Project Manager to inquire about the availability of this service for your project.

Custom Analyses

- Analytical set-up fees are non-refundable regardless of outcome. Time frames for method set-ups are subject to instrument and product availability. Please contact your Project Manager to inquire about the availability of this service for your project.

Quotes

- Project specific bids / quotes are recommended and available upon request. All quotes are confidential. Quoted pricing is valid through dates specified on quote or specific to the length of the project / contracts. Analyses not listed under these contracts will be charged at our standard rates.
- Surcharges may apply for higher-level than Level II data deliverables, expedited turnaround times, and custom electronic formats.
- MAI routinely accepts projects requiring extensive Research and Development (R&D). R&D studies will be quoted on a case by case basis and are subject to a surcharge of 15% of the total invoice or 25% surcharge on the analytical unless otherwise contracted. Quotes are subject to client approval prior start date.

Limitation of Liability / Waiver

- MAI will perform requested analyses based on the standard methods but may have to deviate from these methods when necessary, based on reasonable judgement. Should any dispute arise between MAI and client, MAI is limited in liability to damages no greater than the cost of the analytical testing.
- The failure by MAI to enforce at any time any terms or conditions herein or to exercise any right or privilege will not in any way be construed as a waiver of such provisions.

Acceptance of Terms & Conditions

- Submittal of sample(s) for analysis under Chain of Custody with authorizing signature will indicate acceptance of requirements set forth in these Terms and Conditions.

