

RESOLUTION NO. 2011-531

Adopted by the Sacramento City Council

September 27, 2011

APPROVING SUPPLEMENTAL AGREEMENT NO. 1 TO CITY AGREEMENT NO. 2009-14 FOR DRINKING WATER QUALITY CONTRACT LABORATORY SERVICES

BACKGROUND

- A. On January 6, 2009, the City Council approved City Agreement No. 2009-14 in the amount of \$102,073 to TestAmerica Laboratories, Inc., for analytical contract laboratory services.
- B. More laboratory services have been required than were anticipated when Agreement No. 2009-14 was approved. Approval of Supplemental Agreement No. 1 will increase the agreement amount to cover the anticipated costs to analyze regulatory-required groundwater samples for the Department of Utilities' Solid Waste Division through the end of 2011.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. The City Manager, or the City Manager's designee, is authorized to execute Supplemental Agreement No. 1 to City Agreement No. 2009-14 with TestAmerica Laboratories, Inc., in an amount not to exceed \$45,000, for a revised total agreement amount not to exceed \$147,073.
- Section 2. Exhibit A is made a part of this Resolution.

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Exhibit A: Supplemental Agreement No. 1 to City Agreement No. 2009-14

Adopted by the City of Sacramento City Council on September 27, 2011 by the following vote:

Ayes: Councilmembers Ashby, Cohn, D Fong, R Fong, McCarty, Pannell, Schenirer, Sheedy, and Mayor Johnson.

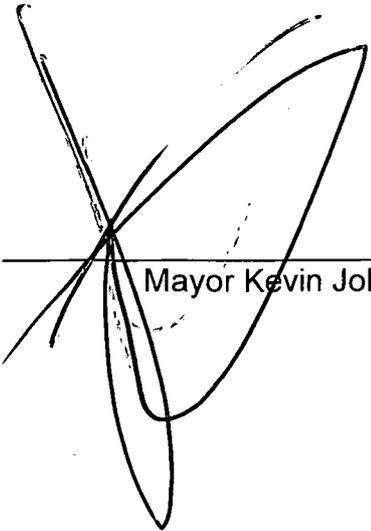
Noes: None.

Abstain: None.

Absent: None.

Attest:


Shirley Corcolino, City Clerk


Mayor Kevin Johnson

SUPPLEMENTAL AGREEMENT

Project Title and Job Number: Drinking Wtr Qlty Contract Laboratory Svcs Z14001500/14001171 Date: 8/22/11
Purchase Order #: _____ Supplemental Agreement No.: 1

The City of Sacramento ("City") and TestAmerica Laboratories, Inc. ("Contractor"), as parties to that certain Contractor and Professional Services Agreement designated as Agreement Number 2009-0014, including any and all prior supplemental agreements modifying said agreement (said agreement and supplemental agreements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The scope of Services specified in Exhibit A of the Agreement is amended as follows:

Contractor shall provide additional laboratory services as directed by City for the monitoring support, analyses and reporting related to the City's ground water compliance monitoring, in accordance with the applicable requirements specified in Exhibit A.

2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Contractor's fees and expenses, is increased by \$45,000, and said maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount :	<u>\$102,173.00</u>
Net change by previous supplemental agreements:	<u>0.00</u>
Not-to-exceed amount prior to this supplemental agreement:	<u>\$102,173.00</u>
Increase/decrease by this supplemental agreement:	<u>- 45,000.00</u>
New not-to exceed amount including all supplemental agreements:	<u>\$147,173.00</u>

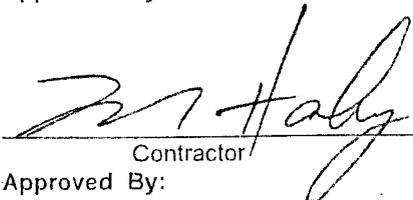
3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Consultant in connection with such additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Contractor.
4. Contractor warrants and represents that the person or persons executing this supplemental agreement on behalf of Consultant has or have been duly authorized by Contractor to sign this supplemental agreement and bind Contractor to the terms hereof.
5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

Approval Recommended By:

Approved As To Form By:

Project Manager
Approved By:

City Attorney



Contractor
Approved By:

Attested To By:

City of Sacramento

City Clerk