# AMENDMENT NO. 2 TO THE AGREEMENT FOR SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND MCCAMPBELL ANALYTICAL, INC.

#### **PREAMBLE**

This agreement ("Amendment No. 2") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and McCampbell Analytical, Inc. a California corporation (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

#### **RECITALS**

- A. The Parties previously entered into an agreement entitled "Agreement For Services Between The City Of Santa Clara, California and McCampbell Analytical, Inc., dated October 21, 2020 (Agreement); and
- B. The Agreement was previously amended by Amendment No. 1, dated September 15, 2025, and is again amended by this Amendment No. 2. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended."
- C. The Parties entered into the Agreement for the purpose of having Contractor provide bacteriological water quality lab services, and the Parties now wish to amend the Agreement to extend the term and increase maximum compensation by \$150,000 from \$266,719 for a revised not-to-exceed amount of \$416,719.

NOW, THEREFORE, the Parties agree as follows:

#### **AMENDMENT TERMS AND CONDITIONS**

- 1. Section 2 of the Agreement, entitled "TERM OF AGREEMENT" is amended to read as follows:
  - A. Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the Initial Term of this Agreement will begin on July 1, 2020 and terminate on June 30, 2027.
- 2. Exhibit B of the Agreement, entitled "SCHEDULE OF FEES" is hereby revised and replaced with the Second Revised Exhibit B, attached hereto and incorporated herein by this Amendment No. 2.
- 3. Except as set forth herein, all other terms and conditions of the Agreement will remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 2, the provisions of this Amendment No. 2 will control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 2 as evidenced by the following signatures of their duly authorized representatives.

## **CITY OF SANTA CLARA, CALIFORNIA**

a chartered California municipal corporation

Approved as to Form:	Dated:	
GLEN R. GOOGINS City Attorney	"CITY"	JŌVAN D. GROGAN City Manager City of Santa Clara 1500 Warburton Avenue Santa Clara, CA 95050 Telephone: (408) 615-2210 Fax: (408) 241-6771
МС	CCAMPBELL ANALY A California corpo	·
Dated:		
By (Signature):		
Name:	Nicole Hisamoto	
Principal Place of	Sales Manager 1534 Willow Pass R Pittsburg, CA 94565	oad
Email Address:	Nicole.Hisamoto@m	nccampbell.com
Telephone:	(925) 252-9262	
Fax:	(925) 252-9270	) Du
	"CONTRACTO	JK"

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# SECOND REVISED EXHIBIT B SCHEDULE OF FEES

#### 1. MAXIMUM COMPENSATION

The maximum compensation the City will pay Contractor for all professional fees, costs and expenses provided under this Agreement will not exceed four hundred sixteen thousand, seven hundred nineteen dollars (\$416,719).

#### 2. INVOICING

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

#### 3. FEE SCHEDULE

## 3.1 Water Quality Testing Services

As of November 1, 2025, the Water Quality Testing Services will be provided according to the rates listed in the table below.

# Water Quality Testing Services (General Chemistry Tests)

ITEM	METHOD	FREQ.	QTY.1	Turnaround Time (days) <sup>2</sup>	Price
1. IDSE					
"THMs"	EPA 524.2	4	8	10	\$90.00
"HAA5"	SM 552.2	4	8	10	\$167.00

2. Annual Compliance					
Nitrate/ Nitrite/ Nitrate-Nitrite					
(calculated)	EPA 300.0A	1	26	Standard	\$25.00
General Mineral/IOC					
secondary	various <sup>3</sup>	1	10	15	\$220.00
Cyanide	SM4500CN-F	1	10	15	\$55.00
Perchlorate	EPA 314.0	1	10	15	\$62.00
General Physical	various <sup>4</sup>	1	10	15	\$95.00
Volatile Organic Chemical	EPA524.2	1	10	15	\$120.00
Synthetic Organic Chemical	EPA 525.2	1	10	15	\$200.00
Glyphosate	EPA 547	1	10	15	\$140.00
Dioxin	EPA 1613	1	10	15	\$275.00
Diquat	EPA 549.2	1	10	15	\$124.00
EDB & DBCP	EPA 524.2	1	10	15	\$80.00
Endothall	EPA 548.1	1	10	15	\$120.00
Pesticides & PCBs	EPA 505	1	10	15	\$150.00
Carbamates	EPA 531.2	1	10	15	\$155.00
Herbicides	EPA 515.3	1	10	15	\$138.00

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Radiological - Gross alpha	EPA 900.0	1	10	15	\$120.00
Radium-226	E903.0	1	10	15+shipping	\$155
Radium-228	Era-05	1	10	15 + shipping	\$200
1,2,3 - Trichloropropane	EPA 524.2 SRL	1	10	15	\$95.00
	EPA				
Hexavalent Chromium	218.6/218.7	1	10	15	\$69.00
Metals: Aluminum, Antimony,					
Arsenic, Barium. Beryllium,					
Cadmium, Chromium,					
Copper, Lead, Mercury,					
Nickel, Selenium, Thallium,					
and Zinc	EPA 200.8	1	10	15	\$170

3. Monthly Compliance					
General Physical	various <sup>4</sup>	12	9	Standard	\$95.00
Turbidity	SM2130B	12	9	Standard	\$20

4. Lead and Copper					
60 Homes, Lead	EPA 200.8	1	60	Standard	\$17.00
60 Homes, Copper	EPA 200.8	1	60	Standard	\$17.00

5. Other					
List of 25 PFAS	EPA 533	1	50	Standard	\$285
List of 4 PFAS	EPA 537.1	1	50	Standard	\$190
CLIP Uploads			1-24		\$0
оди органи			25+		\$50 per upload

#### Notes:

Due to variable nature of water quality regulations, testing is subject to change

### 3.2 Additional Services

The City may request additional services, including but not limited to additional testing/analysis that exceed the frequencies and quantities stated in Section 3.1, additional testing not stated in Section 3.1, or as-needed pick-up and delivery services.

The City will provide Contractor with details of the additional services requested and Contractor will provide a written quote for the requested services. City will provide written authorization to proceed with the additional service upon their review and approval of the quote. At no time will Contractor provide additional services without the prior written authorization from the City to proceed. City will not compensate Contractor for any additional services completed without prior written authorization permitting Contractor to proceed with such work.

<sup>&</sup>lt;sup>1</sup> Number of sample points

<sup>&</sup>lt;sup>2</sup> Unless otherwise noted

<sup>&</sup>lt;sup>3</sup> General Mineral testing includes the following analyses: Alkalinity (speciated), Calcium, Potassium, Magnesium, Manganese, Sodium, Iron by EPA 200.7, Chloride, Sulfate, EC, pH, TDS & Fluoride

<sup>&</sup>lt;sup>4</sup> Color and odor