

Ebix Insurance No. S200004587

**AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
MCCAMPBELL ANALYTICAL, INC.**

PREAMBLE

This agreement ("Amendment No. 1") 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 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 \$15,000 from \$251,719 for a revised not-to-exceed amount of 266,719.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. REINSTATEMENT

To reinstate the Agreement and extend the expiration date of the Agreement so that it did not terminate on June 30, 2025. All rights and obligations shall continue from June 30, 2025 through the agreement term set forth in this Amendment. By this Amendment the Parties agree to ratify the term extension.

- 2. 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 October 31, 2025.
- B. After the Initial Term, the Agreement may be renewed for up to two additional terms ("Option Periods"). If exercised, Option Period Terms will be as follows:

Option Period	Option Period Term
#1	November 1, 2025 to June 30, 2026

#2	July 1, 2026 to June 30, 2027
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C. City will provide Contractor with no less than thirty (30) days prior written notice of its intent to exercise one of the Option Periods.

3. Section 6 of the Agreement, entitled "COMPENSATION AND PAYMENT" is amended to read as follows:

"In consideration for Contractor's complete performance of services, City will pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES". All work performed or materials provided in excess of the maximum compensation will be at Contractor's expense. Contractor will not be entitled to any payment above the maximum compensation under any circumstance."

4. Exhibit B of the Agreement, entitled "SCHEDULE OF FEES" is hereby amended to read as shown in the First Revised Exhibit B, attached hereto and incorporated herein by this Amendment No. 1.
5. 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. 1, the provisions of this Amendment No. 1 will control.

Signature on next page

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 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: 9/15/2025 | 2:11 PM PDT

Signed by:

Luis Haro

Glen Googins
City Attorney

Signed by:

Jovan D. Grogan

JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

MCCAMPBELL ANALYTICAL, INC.

A California corporation

Dated: 8/21/2025 | 12:57 PM PDT

Signed by:

By (Signature): *Nicole Hisamoto*

Name: Nicole Hisamoto

Title: Sales Manager

Principal Place of Business Address: 1534 Willow Pass Road
Pittsburg, CA 94565

Email Address: nicole.hisamoto@mccampbell.com

Telephone: (925) 252-9262

Fax: (925) 252-9270

"CONTRACTOR"

FIRST 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 two hundred sixty-six thousand, seven hundred nineteen dollars (\$266,719).

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

Water Quality Testing Services will be provided according to the rates listed in the table below. The total cost of General Chemistry Testing Services for the period beginning July 1, 2024 and ending on October 31, 2025 will not exceed \$60,767.00.

Water Quality Testing Services (General Chemistry Tests)

ITEM	METHOD	FREQ.	QTY. ¹	Turnaround Time (days) ²	Price
1. IDSE					
"THMs"	EPA 524.2	4	8	10	\$50.00
"HAA5"	SM 552.2	4	8	10	\$95.00
2. Annual Compliance					
Nitrates	EPA 300.0A	1	26	5	\$12.00
3. Triennial, Title 22					
General Mineral/IOC secondary	various	1	9	15	\$200.00
Cyanide	SM4500CN-F	1	9	15	\$48.00
Perchlorate	EPA 314.0	1	9	15	\$42.00
General Physical	various	1	9	15	\$95.00
Volatile Organic Chemical	EPA524.2	1	9	15	\$80.00
Synthetic Organic Chemical	EPA 525.2	1	9	15	\$170.00
Glyphosate	EPA 547	1	9	15	\$95.00
Dioxin	EPA 1613	1	9	15	\$275.00
Diquat	EPA 549.2	1	9	15	\$95.00
EDB & DBCP	EPA 524.2	1	9	15	\$55.00
Endothall	EPA 548.1	1	9	15	\$95.00
Pesticides & PCBs	EPA 505	1	9	15	\$95.00

Carbamates	EPA 531.2	1	9	15	\$120.00
Herbicides	EPA 515.3	1	9	15	\$110.00
Radiological - Gross alpha	EPA 900.0	1	9	15	\$60.00
1,2,3 - Trichloropropane	various	1	9	15	\$80.00
Hexavalent Chromium	EPA 218.6/218.7	1	9	15	\$30.00

4. Lead and Copper					
60 Homes, Lead	EPA 200.8	1	60	Standard	\$10.00
60 Homes, Copper	EPA 200.8	1	60	Standard	\$10.00

5. UCMR4					
Metals	EPA 200.8	2	26	Standard	\$20.00
Pesticides	EPA 525.3	2	26	Standard	\$170.00
SOC	EPA 530	2	26	Standard	\$170.00
Alcohols	EPA 541	2	26	Standard	\$170.00
Microcystins	EPA 544	8	2	Standard	\$165.00
Cyanotoxins	EPA 545	8	2	Standard	\$220.00
Total Microcystins	EPA 546	8	2	Standard	\$85.00
HAA9	EPA 552.3	4	8	10	\$120.00

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6. Asbestos					
Asbestos	EPA 100.1/2	1	6	15	\$175.00

Notes:

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

¹ Number of sample points

3.2 Optional Services

Additional analyses/services and pick-up/delivery fees for non-routine services, when requested by the City, will be compensated in accordance with a quote provided by Contractor and accepted by the City prior to providing the services.

The total amount billed to City for Optional Services will not exceed \$22,884 for the term beginning on July 1, 2020 and ending on October 31, 2025.