



Chandler - Arizona  
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**PURCHASING ITEM  
FOR  
COUNCIL AGENDA  
Memo No. MUA16-052**

1. Agenda Item Number:

10

2. Council Meeting Date:  
February 11, 2016

**TO: MAYOR AND COUNCIL**

3. Date Prepared: January 27, 2016

**THROUGH: CITY MANAGER**

4. Requesting Department: Municipal Utilities

5. **SUBJECT:** Amendment No. 2 to Agreement No. MU3-962-3169 for Laboratory Testing Services

6. **RECOMMENDATION:** Staff recommends City Council approve Amendment No. 2 to Agreement No. MU3-962-3169, with TestAmerica Laboratories, Inc., Trans West Analytical Services, LLC dba Xenco Laboratories, Legend Technical Services of Arizona, Inc., and Eurofins Eaton Analytical, Inc., for laboratory testing services, for a one-year term, in a total combined amount not to exceed \$379,000.

7. **BACKGROUND/DISCUSSION:** The Environmental Protection Agency and the Arizona Department of Environmental Quality mandate tests for drinking water and wastewater. Water Quality, Wastewater Quality, Environmental Management, Solid Waste Services, and the Ocotillo Brine Reduction Facility will use the laboratory testing services to manage various testing requirements. The use of multiple laboratories provides assurance that tests will be completed promptly and at the lowest cost.

8. **EVALUATION PROCESS:** On February 4, 2013, City Council approved agreements with TestAmerica Laboratories, Inc., Trans West Analytical Services, LLC dba Xenco Laboratories, Legend Technical Services of Arizona, Inc., and Eurofins Eaton Analytical, Inc., for laboratory testing services, for a two-year term, with the option of four (4) one-year extensions. TestAmerica Laboratories, Inc., Trans West Analytical Services, LLC dba Xenco Laboratories, Legend Technical Services of Arizona, Inc., and Eurofins Eaton Analytical, Inc., have agreed to extend for one (1) additional year at the same terms, conditions, and pricing.

Staff has been satisfied with the services provided and recommends extension of this agreement. The term of these amendments is from February 14, 2016, through February 13, 2017. This is the second extension of the original agreements.

9. **FINANCIAL IMPLICATIONS:**

Cost: \$379,000  
Savings: N/A  
Long Term Savings: N/A

Fund Source:

Acct. No.:	Fund Name:	Program:	CIP Funded:	Amount:
738.1266.5219.0	Uninsured Liability/Environmental Management	Other Prof/Contract Svcs.	No	\$ 50,000
615.3950.5219.0	Wastewater Operating/Wastewater Quality	Other Prof/Contract Svcs.	No	\$ 94,000
605.3850.5219.0	Water Operating/Water Quality	Other Prof/Contract Svcs.	No	\$180,000
616.3930.5219.0	Industrial Wastewater/Reverse Osmosis	Other Prof/Contract Svcs.	No	\$ 25,000
625.3700.5219.0	Solid Waste Operating/Solid Waste Services	Other Prof/Contract Svcs.	No	\$ 30,000
Total:				\$379,000

10. **PROPOSED MOTION:** Move City Council approve Amendment No. 2 to Agreement No. MU3-962-3169, with TestAmerica Laboratories, Inc., Trans West Analytical Services, LLC dba Xenco Laboratories, Legend Technical Services of Arizona, Inc., and Eurofins Eaton Analytical, Inc., for laboratory testing services, for a one-year term, in a total combined amount not to exceed \$379,000.

**Attachments:** Amendments

**APPROVALS**

11. Requesting Department

Lori McCallum, Water Quality Superintendent

13. Department Head

Gregg Capps, Acting Municipal Utilities Director

12. Procurement Officer

Carolee Stees, CPPB

14. Acting City Manager

Marsha Reed



AMENDMENT NUMBER TWO  
TO AGREEMENT BETWEEN THE CITY OF CHANDLER  
AND  
TRANS WEST ANALYTICAL SERVICES, LLC dba XENCO LABORATORIES  
FOR  
AGREEMENT NO. MU3-962-3169

This Amendment No. 2 to that certain Agreement between the City of Chandler (CITY) and Trans West Analytical Services, LLC dba Xenco Laboratories (CONTRACTOR) for lab testing services dated February 19, 2013 and is entered into this \_\_\_\_ day of \_\_\_\_\_, 2016.

WHEREAS, the parties have agreed;

NOW THEREFORE, the parties agree as follows:

1. This Agreement is extended for a one-year period, February 14, 2016 through February 13, 2017.
2. Section 4 Price. The City shall pay to the Contractor an amount not to exceed \$379,000, for this and all combined Agreements, for the completion of all services described herein, payable as set forth in Exhibit B attached to the original agreement as amended and incorporated herein by reference.
3. All other terms and conditions of the above referenced Agreement as amended shall remain unchanged and in full force and effect. All terms and conditions in the original Agreement not specifically amended herein shall be incorporated by reference in its entirety and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this \_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF CHANDLER:

By: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

CONSULTANT:

By: \_\_\_\_\_  
Title: Laboratory Manager

ATTEST: (If corporation)

\_\_\_\_\_  
Secretary

WITNESS: (If individual or Partnership)

\_\_\_\_\_

[SEAL]

AMENDMENT NUMBER TWO  
TO AGREEMENT BETWEEN THE CITY OF CHANDLER  
AND  
TESTAMERICA LABORATORIES, INC.  
FOR  
AGREEMENT NO. MU3-962-3169

This Amendment No. 2 to that certain Agreement between the City of Chandler (CITY) and TestAmerica Laboratories, Inc. (CONTRACTOR) for lab testing services dated February 19, 2013 and is entered into this \_\_\_\_ day of \_\_\_\_\_, 2016.

WHEREAS, the parties have agreed;

NOW THEREFORE, the parties agree as follows:

1. This Agreement is extended for a one-year period, February 14, 2016 through February 13, 2017.
2. Section 4 Price. The City shall pay to the Contractor an amount not to exceed \$379,000, for this and all combined Agreements, for the completion of all services described herein, payable as set forth in Exhibit B attached to the original agreement as amended and incorporated herein by reference.
3. All other terms and conditions of the above referenced Agreement as amended shall remain unchanged and in full force and effect. All terms and conditions in the original Agreement not specifically amended herein shall be incorporated by reference in its entirety and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this \_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF CHANDLER:

By: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

CONSULTANT:

By: Stephan Su  
Title: Laboratory Director

ATTEST: (If corporation)

\_\_\_\_\_  
Secretary

WITNESS: (If individual or Partnership)

[SEAL]

AMENDMENT NUMBER TWO  
TO AGREEMENT BETWEEN THE CITY OF CHANDLER  
AND  
LEGEND TECHNICAL SERVICES OF ARIZONA, INC.  
FOR  
AGREEMENT NO. MU3-962-3169

This Amendment No. 2 to that certain Agreement between the City of Chandler (CITY) and Legend Technical Services of Arizona, Inc. (CONTRACTOR) for lab testing services dated February 19, 2013 and is entered into this \_\_\_\_ day of \_\_\_\_\_, 2016.

WHEREAS, the parties have agreed;

NOW THEREFORE, the parties agree as follows:

1. This Agreement is extended for a one-year period, February 14, 2016 through February 13, 2017.
2. Section 4 Price. The City shall pay to the Contractor an amount not to exceed \$379,000, for this and all combined Agreements, for the completion of all services described herein, payable as set forth in Exhibit B attached to the original agreement as amended and incorporated herein by reference.
3. All other terms and conditions of the above referenced Agreement as amended shall remain unchanged and in full force and effect. All terms and conditions in the original Agreement not specifically amended herein shall be incorporated by reference in its entirety and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this \_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF CHANDLER:

By: \_\_\_\_\_  
Mayor

CONSULTANT:

By: B. M. H.  
Title: Director of Operations

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST: (If corporation)

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
City Clerk

WITNESS: (If individual or Partnership)  
  
\_\_\_\_\_

[SEAL]