



Meeting Date: 7/7/2009

ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input checked="" type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s). _____	<input type="checkbox"/> Report
<input type="checkbox"/> Res. No(s). _____	<input type="checkbox"/> Public Hearing (Info/consent)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

Prepared By: Cynthia Daniels, AICP Agenda Item No. I-3

Reviewed By: City Manager [Signature] City Attorney SMF Finance [Signature] Other NA

DATE: June 23, 2009

TO: City Council

FROM: Cynthia Daniels, Project Manager
Development Services Department [Signature]

SUBJECT: **Amendment to Agreement with WorleyParsons Komex for Rice Avenue/Santa Clara Avenue Interchange Improvements at Highway 101**

RECOMMENDATION

That City Council approve and authorize the Mayor to execute the second amendment to the agreement with WorleyParsons Komex in the amount of \$564.40 (total agreement of \$600,345) for remediation of contamination at the Rice Avenue/Santa Clara Avenue interchange improvements at U.S. Highway 101 (Agreement No. A-6920).

DISCUSSION

City Council approved the professional services agreement with WorleyParsons Komex on January 15, 2008, and the first amendment on October 7, 2008. The original scope of work implements the corrective action plan to remediate the contamination at 3025 Santa Clara Avenue, the site of the former gas station and motel purchased for the Rice Avenue/Santa Clara Avenue interchange improvements at Highway 101. The first amendment increased the scope of work and fee to reflect additional work required to locate and repair the groundwater monitoring wells and prepare other work for the construction of the interchange. The second amendment adds subconsultants for additional services related to the clean-up.

FINANCIAL IMPACT

There are sufficient appropriations in the "Highway 101--Rice Interchange" Account No. 219-9718-826-8209 Project No. 873114 to fund this request.

CD

Attachment #1 - Second Amendment to Agreement No. A-6920

SECOND AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This Second Amendment ("Second Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2009, by and between the City of Oxnard, a municipal corporation ("City"), and WorleyParsons Komex ("Consultant"). This Second Amendment amends the Agreement entered into on January 15, 2008, by City and Consultant. The Agreement previously has been amended on August 21, 2008, by a First Amendment.

City and Consultant agree that the Agreement is amended as follows:

1. Exhibit A is supplemented by Exhibit A-2, attached hereto and incorporated herein by reference. References in the Agreement to Exhibit A shall be deemed to be references to Exhibits A, A-1 and A-2.
2. Exhibit C is supplemented by Exhibit C-2, attached hereto and incorporated herein by reference. References in the Agreement to Exhibit C shall be deemed to be references to Exhibits C, C-1 and C-2.
4. In subsection a. of section 14 of the Agreement, the figure "\$599,780.60" is deleted and replaced with the figure "\$600,345."

City and Consultant agree that as so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

CONSULTANT

Dr. Thomas E. Holden, Mayor

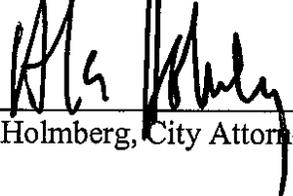


Chris Ashton, Senior Vice President

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:

James Cameron, Risk Manager
James Cameron, Risk Manager

APPROVED AS TO CONTENT:

Cynthia Daniels, Project Manager
Cynthia Daniels, Project Manager



EXHIBIT A-2

Task 3.2 Site Characterization

Consultant shall subcontract with Spectrum Geophysics to provide underground utility locating services during site characterization at the former Alliance Gas Station.

Consultant shall subcontract with Gregg Drilling to provide drilling services during site characterization at the former Alliance Gas Station.

Consultant shall subcontract with Baker Corp, American Integrated Services, or Waste Management to provide waste disposal services during site characterization at the former Alliance Gas Station.

Task 3.7 Well Abandonment

Consultant shall subcontract with RP Barricade to provide traffic control services during well abandonment at the former Alliance Gas Station.

Consultant shall subcontract with Spectrum Geophysics to provide underground utility locating services during well abandonment at the former Alliance Gas Station.

Consultant shall subcontract with Baker Corp, American Integrated Services, or Waste Management to provide waste disposal services during well abandonment at the former Alliance Gas Station.

ATTACHMENT 1
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