



Meeting Date: 3/6/2012

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 *CD* Agenda Item No. **I-6**

Reviewed By: City Manager *JEB* City Attorney *[Signature]* Finance *[Signature]* Other *Winegar [Signature]*

DATE: February 27, 2012

TO: City Council

FROM: Cynthia Daniels, Project Manager
Development Services Department *Cynthia Daniels*

SUBJECT: **Fifth Amendment to Agreement with WorleyParsons Group, Inc.**

RECOMMENDATION

That City Council approve and authorize the Mayor to execute the fifth amendment to the agreement with WorleyParsons Group, Inc. (WP) in the amount of \$370 (a total of \$600,715) to add a laboratory subconsultant (Agreement No. A-6920).

DISCUSSION

The agreement for consulting services with WP was approved by City Council on January 15, 2008 in the amount of \$540,655.10 for the consultant to oversee remediation of the contamination within the soil, groundwater, and soil gas at the gas station at 3025 Santa Clara Avenue within the project area for the Rice Avenue/Santa Clara Avenue interchange improvements at Highway 101. This work is required by the Ventura County Environmental Health Division (LUFT Case File No. C92031). The first amendment approved by City Council on August 21, 2008 increased the contract amount by \$59,125.50 to add work on the groundwater monitoring wells and evaluate the need for dewatering during construction in the project area. The second amendment approved by the City Council on July 7, 2009 added \$564.40 for additional work on the site characterization for the remediation and well abandonments. The third amendment approved by the City Manager on December 21, 2010 extended the termination date to December 31, 2011. The fourth amendment approved by the City Manager on December 28, 2011 extended the termination date to December 31, 2012 and changed the company name to WorleyParsons Group, Inc. The fifth amendment adds a laboratory subconsultant for soil and groundwater testing.

FINANCIAL IMPACT

The total cost of the fifth amendment is \$370.00, for a contract total of \$600,715. There are sufficient funds in Project No. 873114 to fund the request. The project is funded by federal and State grants and reimbursement, a bonded assessment district, and various city funds.

FIFTH AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This Fifth Amendment ("Fifth Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2012, by and between the City of Oxnard, a municipal corporation ("City"), and WorleyParsons Group, Inc. ("Consultant"). This Fifth Amendment amends the Agreement entered into on January 15, 2008, by City and Consultant. The Agreement was amended on August 21, 2008 by a First Amendment, on July 7, 2009 by a Second Amendment, on December 21, 2010 by a Third Amendment, and on December 28, 2011 by a Fourth Amendment.

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

- 1. Exhibit A is supplemented by Exhibit A-3, 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, A-2, and A-3.
- 2. Exhibit C is supplemented by Exhibit C-3, 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, C-2, and C-3.
- 3. In subsection a. of section 14 of the Agreement, the figure "\$600,345" is deleted and replaced with the figure "\$600,715."

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

Ralph M. Beck, Operations Manager, Long Beach

ATTEST:

Daniel Martinez, City Clerk

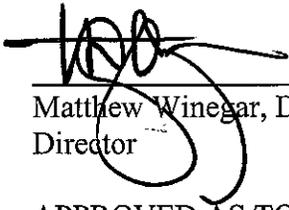
APPROVED AS TO FORM:

Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:

James Cameron, Risk Manager

APPROVED AS TO CONTENT:



Matthew Winegar, Development Services
Director

APPROVED AS TO AMOUNT:



Karen Burnham, Interim City Manager



WorleyParsons

resources & energy

EXHIBIT A-3

Task 3.4 Bench-Scale Testing

The scope of work in the Agreement is for the City subcontracted laboratory services company to provide laboratory services for bench-scale testing. The City requested WorleyParsons subcontract these services. WorleyParsons subcontracted Weck laboratories to provide these services. These services included soil testing for formaldehyde, and soil and water testing for hexavalent chromium.

EXHIBIT C-3

Admin Fee on Labor Costs 5%
 Markup on Other Direct Costs 15%
 Markup on Subcontractor Costs 15%

PERSONNEL	Principal	Project Director/Technical Director	Senior Project Manager/Senior Technical Director	Project Manager/Technical Manager	Senior Engineer/Scientist	Project Engineer/Scientist	Staff Engineer/Scientist	LINE TOTAL	Line Item Assumptions, Details, Notes
Rate (\$/HR):	\$ 230.00	\$ 180.00	\$ 165.00	\$ 150.00	\$ 135.00	\$ 120.00	\$ 105.00		
Sub Task	(HRS)	(HRS)	(HRS)	(HRS)	(HRS)	(HRS)	(HRS)		
	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
SUBTOTAL PERSON-HOURS:								0	
LABOR COST SUBTOTAL:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
ADMIN FEE ON LABOR COSTS:									
LABOR COST TOTAL:									
OTHER DIRECT COSTS	QUANTITY	RATE	UNIT					SUBTOTAL	
								\$ -	
OTHER DIRECT COST SUBTOTAL:								\$ -	
MARKUP ON OTHER DIRECT COST:								\$ -	
OTHER DIRECT COST TOTAL:								\$ -	
SUBCONTRACTOR COSTS	QUANTITY	RATE	UNIT					SUBTOTAL	
Weck Laboratories	1	370	lump sum					\$ 370.00	ISCO Bench-Scale Testing: soil formaldehyde by method 8815; soil hexavalent chromium by method 7199; water hexavalent chromium by method 7499
SUBCONTRACTOR COST SUBTOTAL:								\$ -	
MARKUP ON SUBCONTRACTOR COST:								\$ -	
SUBCONTRACTOR COST TOTAL:								\$ 370.00	
LABOR COST TOTAL:								\$ -	
OTHER DIRECT COST TOTAL:								\$ -	
SUBCONTRACTOR COST TOTAL:								\$ 370.00	
TASK TOTAL								\$ 370.00	

**TABLE 1
TASK COST SUMMARY**

Task	Labor	ODCs	Subcontractors	Subtotals
Task 3.4: ISCO Bench-Scale Testing	\$ -	\$ -	\$ 370.00	\$ 370.00
Total Cost				\$ 370.00

NOTES:
ODCs - Other Direct Costs