



Meeting Date: 09/14/2010

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
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other

Prepared By: Norma J. Owens *NJO* Agenda Item No. I-7

Reviewed By: City Manager *[Signature]* City Attorney *MA* Finance *[Signature]* Other (Specify) \_\_\_\_\_

**DATE:** May 8, 2010

**TO:** City Council

**FROM:** William E. Wilkins, Housing Director *[Signature]*

**SUBJECT:** Third Amendment to Agreement with Comprehensive Housing Services, Inc. (CHS), for Prevailing Wage Monitoring Services.

**RECOMMENDATION**

That the City Council approve and authorize the Mayor to execute a Third Amendment to Agreement (4148-07-FN) with CHS for prevailing wage monitoring services in an amount not to exceed \$299,000.

**DISCUSSION**

The City is required to monitor the employee wages paid by construction contractors and subcontractors funded wholly or in part with certain Federal and State grant funds. Since 2007, the services have been provided by Comprehensive Housing Services, Inc., CHS.

Over the last 12 to 18 months, the City has experienced a substantial increase in grant funded construction projects requiring prevailing wage monitoring services. New and larger projects, resulting from Stimulus funding, such as the Rice/101 overpass, have increased the demand for services, which have been met by CHS. However, prior amendments to the original Agreement were needed to meet the increase in service demands.

The amendment currently requested for Council approval will cover the existing costs that have occurred and allow CHS to complete overseeing projects currently underway.

## **FINANCIAL IMPACT**

The maximum payment possible under the agreement is \$299,000. The cost for the monitoring services is met by the budget established for each individual construction project. The actual cost per project is determined by a combination of factors including the size of a construction project, the number of different construction trades, the number of subcontractors involved on a given project and the time involved to assure full compliance with the prevailing wage requirements.

Attachment 1: Third Amendment to Agreement 4148-07-FN

THIRD AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This Third Amendment ("Third Amendment") to the Agreement for consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, 1<sup>st</sup> day of July, 2010, by and between the City of Oxnard, a municipal corporation ("City"), and Comprehensive Housing Services, Inc. ("Consultant"). This Third Amendment amends the Agreement entered into on May 1, 2007, by City and Consultant. The Agreement previously has been amended on June 1, 2007, and November 1, 2009.

City and Consultant agree as follows:

1. In Section 11; Term of Agreement, the date "June 30, 2010" is deleted and replaced with "June 30, 2011".
2. In Section 13a. of the Agreement, the figure "\$249,000" is deleted and replaced with the figure "\$299,000".
3. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

CONSULTANT

\_\_\_\_\_  
Dr. Thomas E. Holden, Mayor

Gayle Bloomingdale  
Gayle Bloomingdale, President  
CHS, INC.

ATTEST:

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Daniel Martinez, City Clerk

James Cameron  
James Cameron, Risk Manager

APPROVED AS TO FORM:

Alan Holmberg  
Alan Holmberg, City Attorney

APPROVED AS TO CONTENT:

Norma J. Owens  
Norma J. Owens, Project Manager