



Meeting Date: 12/14/2010

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 (Info/consent)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other

Prepared By: James Cameron, Chief Financial Officer Agenda Item No **I-15**

Reviewed By: City Manager [Signature] City Attorney [Signature] Finance [Signature] Other (Specify) _____

DATE: December 6, 2010

TO: City Council

FROM: Edmund F. Sotelo
City Manager

SUBJECT: First Amendment to Agreement for Consulting Services with OAC Consulting

RECOMMENDATION

That City Council approve and authorize the Mayor to execute the first amendment to the agreement with OAC Consulting (Agreement No. 4971-10-CM) in the amount of \$180,000 to provide consulting services related to City contracts and procedures for a total contract of \$360,000 through December 31, 2011.

DISCUSSION

The City entered into the agreement with OAC Consulting ("OAC") on January 1, 2010, to assist the City in the management of consultant and construction contracts. The scope of the agreement includes:

- Review of contract documents and bids, requests for proposals (RFPs), and negotiated services and pricing.
- Provide assistance in monitoring performance, contract changes, and billings.
- Provide dispute resolution and negotiating assistance.

In addition, the consultant will provide other project support for select projects as identified by the City Manager including, but not limited to, project risk analysis and ensuring appropriate allocation of project resources.

Since January of 2010, OAC has assisted the City on 14 contracts, including GREAT program projects and the Rice/101 Interchange project, and identified savings in excess of \$6 million.

FINANCIAL IMPACT

The cost of the services provided by OAC are charged to capital project budgets based on the specific contracts.

Attachment #1 - First Amendment to Agreement 4971-10-CM

FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This First Amendment ("First Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 14th day of December, 2010, by and between the City of Oxnard, a municipal corporation ("City"), and OAC Consulting ("Consultant"). This First Amendment amends the Agreement entered into on January 1, 2010, by City and Consultant.

City and Consultant agree as follows:

1. Effective December 15, 2010, Section 1 of the Agreement, Exhibit A is replaced with Exhibit A-1, attached hereto and incorporated herein by reference.
2. In Section 6 of the Agreement "June 30, 2011" is deleted and replaced with "December 31, 2011".
3. In Section 8 of the Agreement the not to exceed amount of "\$180,000" is deleted and replaced with "\$360,000".
4. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

CONSULTANT

Dr. Thomas E. Holden, Mayor

William Hall
William Hall, OAC Consulting

ATTEST:

APPROVED AS TO INSURANCE:

Daniel Martinez, City Clerk

James Cameron
James Cameron, Risk Manager

APPROVED AS TO FORM:

Alan Holmberg for
Alan Holmberg, City Attorney 12-23-10

APPROVED AS TO CONTENT:

Edmund F. Sotelo
Edmund F. Sotelo, City Manager

**Exhibit A-1
Scope of Services**

- 1) Review Procurement procedures regarding consultant services and construction contracts.
- 2) Provide consultant contract support for select projects as identified by the Manager including:
 - Review of requests for proposals (RFP), proposals, and negotiated services and pricing.
 - Provide assistance in monitoring performance, contract changes, and billings.
 - Provide negotiating assistance.
- 3) Provide construction contract support for select projects as identified by the Manager including:
 - Review of contract documents and bids.
 - Provide assistance in monitoring performance, contract changes, and billings.
 - Provide dispute resolution.
 - Provide negotiating assistance.
- 4) Provide other project support for select projects as identified by the Manager including but not limited to project risk analysis and ensuring appropriate allocation of project resources.

WA