



Meeting Date: 07/11/06

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: May Roque *MR* Agenda Item No. I-5  
 Reviewed By: City Manager *[Signature]* Gillig/Kimbrell *GK* City Attorney *[Signature]* Finance *[Signature]* Other (Specify) \_\_\_\_\_

DATE: June 15, 2006

TO: City Council

FROM: Barbara J. Murray, Library Director  
Library Department

SUBJECT: Amendment to Agreement with BTC-U.S. Labs (No. 3395-05-LI)

**RECOMMENDATION**

That City Council approve and authorize the Mayor to execute the second amendment to the agreement with BTC-U.S. Labs (No. 3395-05-LI) adding \$100,000 for additional inspection and scheduling services for the South Oxnard Branch Library project.

**DISCUSSION**

On April 22, 2003, City Council approved an agreement between the California State Library and the City of Oxnard to receive California State grant funds amounting to \$5,785,761 for construction of the South Oxnard Branch Library ("Branch Library") at 4300 Saviers Road. Construction of the Branch Library began on April 12, 2005, with an anticipated completion date of April 12, 2006. Due to various delays, the building will not be completed until October/November 2006.

Delays will not affect the contract with the construction company. However, delays will affect the contract with BTC-U.S. Labs ("BTC"), a provider of various services for the project, among which is the Division of the State Architect inspection services, a requirement of the grant. The grant requires that continuous inspection services be provided by a contractor until the building's completion.

Staff anticipates that an additional \$80,000 is needed for the Division of the State Architect inspection services provided by BTC and another \$20,000 for project scheduling services, requested by City staff and provided by a BTC subcontractor, for a total of \$100,000.

Agreement No. 3395-05-LI with BTC for a not-to-exceed amount of \$320,263 was executed in March 2005. The First Amendment to Agreement with BTC for an additional \$10,000 for scheduling services was executed in March 2006. If approved by City Council, the Second Amendment to Agreement with BTC will be executed for an additional \$100,000, bringing the total not-to-exceed contract amount to \$430,263.

## **FINANCIAL IMPACT**

Funds are available in the project budget for this request. As of June 13, 2006, there were \$341,885.83 in Account No. 306-5407-826 Project 015401.

mmoar

- Attachment #1 – Agreement No. 3395-05-LI
- #2 – First Amendment to Agreement
- #3 – Second Amendment to Agreement

Note: Attachment #1 has been provided to City Council under separate cover. Copies for review are available at the Circulation Desk in the Library after 6:00 p.m. on Thursday prior to the Council meeting and in the City Clerk's Office after 8:00 a.m. on Friday, June 23, 2006.

**FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES**

This First Amendment to Agreement, entered into in Ventura County, California, on March 15, 2006, amends that certain Agreement for Consulting Services ("Agreement"), entered into by and between the City of Oxnard, a municipal corporation ("City"), and BTC - U.S. Labs ("Consultant"), on March 14, 2005.

A. City and Consultant agree that the Agreement shall be amended as follows:

1. Section 1 of the Agreement, Scope of Services, is amended to include the services set forth in Exhibit A, attached hereto and incorporated in full herein by this reference.
2. Section 14 of the Agreement, Compensation, the figure "\$320,263.00" is replaced by the figure "\$330,263.00."
3. Section 21 of the Agreement, Indemnity, as stated does not extend to services provided by OAC Consulting.

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

CITY OF OXNARD

BTC - U.S. LABS

Bruce E. Pandy for  
Marcie Medina, Purchasing Agent

Thomas D. Williams, Vice President  
D. Scott Mook, Business Unit Manager

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

[Signature]  
Gary L. Gillig, City Attorney

us [Signature] for  
Marcie Medina, Risk Manager

APPROVED AS TO CONTENT:

APPROVED AS TO AMOUNT:  
[Signature]  
Edmund F. Sotelo, City Manager

Mary Roque for  
Ralph Alamillo, Project Manager  
(by direction)

**SECOND AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES**

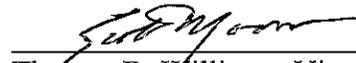
This Second Amendment to Agreement, entered into in Ventura County, California, on June 16, 2006, amends that certain Agreement for Consulting Services ("Agreement"), entered into by and between the City of Oxnard, a municipal corporation ("City"), and BTC – U.S. Labs ("Consultant"), on March 14, 2005, and amended for the first time on March 15, 2006.

- A. City and Consultant agree that the Agreement shall be amended as follows:
  - 1. Section 1 of the Agreement, Scope of Services, is amended to include the services set forth in Exhibit A2, attached hereto and incorporated in full herein by this reference.
  - 2. Section 14 of the Agreement, Compensation, the figure "\$330,263.00" is replaced by the figure "\$430,263.00."
- B. City and Consultant agree that as so amended the Agreement remains in full force and effect.

CITY OF OXNARD

BTC – U.S. LABS

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

  
\_\_\_\_\_  
~~Thomas D. Williams, Vice President~~  
Scott Moore, Business Unit Manager  
Vice President

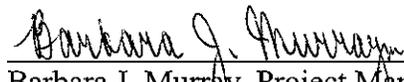
APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

  
\_\_\_\_\_  
Gary L. Gillig, City Attorney

  
\_\_\_\_\_  
Marcie Medina, Risk Manager

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Barbara J. Murray, Project Manager

## **EXHIBIT A2**

### **SCOPE OF SERVICES**

Consultant shall perform the following services related to the construction of the South Oxnard Branch Library located at 4300 Saviers Road, Oxnard ("Project"):

1. Provide an additional 1,025 hours of service for one full-time Division of the State Architect-approved Class One Inspector of Record to conduct inspection services for Project.
2. Administer the contract with OAC Consulting for an additional 120 hours of scheduling and construction management advisory services for Project.