AGENDA ITEM MEETING DATE February 20, 2019

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

| TO: | Members of the Governing Board | |
|----------------|---|--|
| SUBJECT: | CONTRACT AMENDMENT #1 TO DOVETAIL FOR FURNITURE, FIXTURES AND EQUIPMENT CONSULTING SERVICES FOR THE FAIRFIELD SCIENCE BUILDING PROJECT | |
| DEOLIESTED ACT | ION | |

REQUESTED ACTION:

| Information | OR | Approval |
|-------------|----|--------------------|
| Consent | OR | Non-Consent |

SUMMARY:

On October 21, 2015 the Board approved a professional services contract to Dovetail to provide planning and coordination services for furniture, fixtures and equipment (FF&E) procurement, coordination and implementation of FF&E for the new Science Building to be located on the Fairfield campus.

Subsequently the construction schedule was extended, resulting in revised move-in dates. Additionally the District has requested that the move be done in three phases instead of a single move as originally planned. Finally, over the last three years since the original contract scope was

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

Help our students achieve their educational, professional and personal goals

Basic skills education

Workforce development and training

Transfer-level education

Other: Update equipment that supports classrooms or related College facilities

| Ed. Code: | Board Policy: | Estimated Fiscal Impact: \$26,565 Measure Q Funds |
|--|-------------------------|--|
| SUPERINTENDENT'S RECOMMENDATION: | | APPROVAL DISAPPROVAL NOT REQUIRED TABLE |
| Lucky Lofton | | |
| | Executive Bonds Manager | |
| | PRESENTER'S NAME | - |
| | 4000 Suisun Valley Road | |
| | Fairfield, CA 94534 | |
| ADDRESS | | Celia Esposito-Noy, Ed.D. Superintendent-President |
| (707) 863-7855 | | |
| | TELEPHONE NUMBER | - |
| | Robert V. Diamond | |
| Vice President, Finance & Administration | | February 20, 2019 |
| VICE PRESIDENT APPROVAL | | DATE APPROVED BY SUPERINTENDENT-PRESIDENT |
| | February 8, 2019 | |
| | | — |

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

AGENDA ITEM MEETING DATE February 20, 2019

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SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

developed, the district has clarified specific scope to address by Dovetail related to receipt and installation of the FF&E items. The District is now requesting that Dovetail perform these functions. Proposed Amendment #1 describes these changes and the additional fee for associated labor.

Contract Summary:

| \$ | 152,900.00 | Original Contract Amount |
|-----------|------------|--------------------------|
| <u>\$</u> | 26,565.00 | Proposed Amendment #1 |
| ¢. | | |

\$ 179,465.00 New Contract Amount, including Amendment #1

The Board is asked to approve this contract Amendment #1 to Dovetail in the amount of \$26,565.00. Dovetail's new contract amount will be \$179,465.00.

The original contract is available online at: http://solano.edu/measureg/2015/BOT%20Item%2014h%20Contract%20Dovetail.pdf

AMENDMENT #1 TO AGREEMENT

PARTIES

This FIRST Amendment to Agreement ("Amendment") is entered into between Solano Community College District ("District") and **Dovetail** (aka **Dovetail Decision Consultants**, **Inc.**) ("Consultant"), collectively the "Parties").

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated October 21, 2015, for services related to the new Science Building in Fairfield ("Project"); and

WHEREAS, District and Consultant desire to amend the Agreement to extend the completion date, increase the move phases from one to three, and add direct oversight of Vendor FF&E installation;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth above and contained herein, District and Consultant agree as follows:

AGREEMENT

- Section 2 of the Agreement is amended to read in its entirety: Term. Consultant shall commence providing services under this Agreement on October 21, 2015 and will diligently perform as required and complete performance by June 30, 2019, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
- Section 4 of the Agreement is amended to read in its entirety: Compensation. District agrees to pay the Consultant for services satisfactorily rendered pursuant to the Agreement a total fee not to exceed One Hundred Seventy Nine Thousand Four Hundred Sixty Five Dollars (\$179,465). This includes the original contract amount of \$152,900 and Amendment #1 amount of \$26,565.

Section 4.1 Payment for the Work shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after District's written approval of the Work, or the portion of the Work for which payment is to be made.

 Section 24, District contact information is amended to read in its entirety: Solano Community College District C/O Kitchell, Building 1102 4000 Suisun Valley Road Fairfield, CA 94534

ATTN: Sandy Su

- 4. Exhibit A of the Agreement is deleted and replaced to read in its entirety as attached.
- 5. Except as set forth in this Amendment, all provisions of the Agreement and any previous extension(s) and/or amendment(s) thereto shall remain unchanged, in full force and effect, and are reaffirmed. This Amendment shall control over any inconsistencies between it and the Agreement and/or any previous

extension(s) and/or amendment(s).

6. Consultant acknowledges and agrees that this Amendment shall not be binding on the Parties until and unless the Solano Community College District's Governing Board approves this Amendment.

IN WITNESS WHEREOF, the parties hereto have accepted and agreed to this Amendment on the dates indicated below.

| , 2019 | Dated: | , 2019 | |
|--------------------------------------|-----------------|---|--|
| SOLANO COMMUNITY COLLEGE DISTRICT | | Dovetail Decision Consultants, Inc. | |
| | By: | | |
| Lucky Lofton | Print Name: | | |
| Executive Bonds Manager | Print Title: | | |
| | MMUNITY COLLEGE | MMUNITY COLLEGE Dovetail Dec By: Lucky Lofton Print Name: | |

EXHIBIT "A" DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT (as revised per Amendment #1)

The consultant's scope of work includes specifying, procurement, coordination, and implementation of all equipment and furniture, fixtures and equipment for the new Science Building in Fairfield. Consulting services include:

The scope of work below is based on the following:

- 4 User Groups with 1 Key Contact (Dean or above)
- 1 New Building, approximately 35,000 square feet, delivered through Design/Build process
- Project schedule will be as follows: Phase I: Planning, October 2015 to August 2016, and Phase II: Implementation March 2018 to June 2019
- FF&E will be OF/OI, with Dovetail directing the District procurement of products, and preparing all installation requirements and providing management of installation
- All installation, building infrastructure connection, certification, and calibration of FF&E will be the responsibility of the DBE
- This will be a three phased FF&E Installation
- All Move management will be handled by the college facilities, with no scope of work for Dovetail
- Computer / AV equipment selection and procurement to be handled by college IT/AV department. Dovetail IT/AV scope limited to coordination of power / data locations related to furniture connectivity
- FF&E applications include: 7 Science Labs, 15 Support Areas, 2 Lecture Halls, 1 Veteran's Center, 16 Faculty Offices, and 1 Dean's Suite

Consulting Services performed by Dovetail shall include:

FF&E Coordination Planning Services

- Prepare initial assessment of space requirements defined by architect's program
- Prepare FF&E budget documents, inclusive of preliminary version and (2) revisions (a revision is defined as any change or request that necessitates the document to be updated) during planning phase (2 Meetings)
- Prepare FF&E Space Plan, inclusive of preliminary version and (2) revisions (a revision is defined as: any change or request that necessitates the document to be updated) during the planning phase (3 Meetings)
- Review and confirm building interface for power, data and plumbing as required for FF&E (2 Meetings)
- Guide selection of all typical FF&E, including finishes, from District Standards; assist Architect with finishes and product review (5 Meetings)
- Prepare plan for integration of existing FF&E items
- Guide selection for non-standard FF&E, including specialty equipment
- Provide coordination of up to (15) specialty and non-standard FF&E vendors to gather specifications and project proposals
- Guide final confirmation of vendor specifications for both standard and non-standard items (4 Meetings)
- Provide multiple procurement options for Program funded items.
- Submit final Phase I documentation to District in electronic format

FF&E Coordination Implementation Services

- Attend construction kick-off meeting and subsequent meetings as needed
- Confirm vendor's space plans reflect all updates and changes that have occurred during construction. Includes (2) revisions (a revision is defined as any change or request that necessitates the document to be updated) during the implementation phase and prior to development of order documentation. Any revision occurring after order documentation has been developed is not included in this scope, regardless of the usage of the (2) provided revisions (2 Meetings)
- Coordinate and confirm vendors' completion of site verification prior to installation
- Coordinate all vendor proposals, plans and ordering documentation, and submit to District for order placement
- Create and manage Vendor Tracking Reports
- Prepare installation schedules to assure integration with contractor's schedule
- Prepare scope of installation requirements for all contractor installed items; provide MEP and data support to Contractor at rough-in.
- Provide planning support for Move Management team.
- Provide direct oversight and management of all Vendors' FF&E installation. Submit packing slips and confirmation of receipt of Vendor goods sufficient for District Receiving staff confirmation of receipt.
- Assist District Staff and Program/Construction Manager in identifying and planning for secondary effects, post occupancy (1 Meeting)
- Review vendor invoices for accuracy, submit to District for payment
- Prepare and deliver project close-out documentation electronically