

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: **Members of the Governing Board**

SUBJECT: **CONTRACT AMENDMENT #1 WITH OMNI-MEANS LTD.
FOR PROFESSIONAL SERVICES FOR VACAVILLE
CENTER INTERSECTION IMPROVEMENTS PROJECT**

REQUESTED ACTION:

Information **OR** **Approval**
 Consent **OR** **Non-Consent**

SUMMARY:

On June 15, 2016 a professional services agreement in the amount not to exceed \$58,164 was approved with Omni-Means Ltd. for full traffic engineering services for the improvements to the intersection located at the main entrance to the Vacaville Center at North Village Parkway.

Board approval is requested for the attached Amendment #1 to increase the original agreement

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STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Enhance safety for students, faculty and staff

| | | |
|--|---------------------------------|---|
| <i>Ed. Code:</i> | <i>Board Policy: 3225; 3520</i> | <i>Estimated Fiscal Impact: \$9,400 Measure Q Funds</i> |
| SUPERINTENDENT'S RECOMMENDATION: | | <input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE |
| Lucky Lofton Executive Bonds Manager | | |
| PRESENTER'S NAME | | |
| 4000 Suisun Valley Road Fairfield, CA 94534 | | |
| ADDRESS | | Dr. Celia Esposito-Noy Superintendent-President |
| (707) 863-7855 | | |
| TELEPHONE NUMBER | | |
| Yulian Ligioso Finance & Administration | | |
| VICE PRESIDENT APPROVAL | | January 6, 2017 |
| January 6, 2017 | | DATE APPROVED BY |
| DATE SUBMITTED TO | | SUPERINTENDENT-PRESIDENT |
| SUPERINTENDENT-PRESIDENT | | |

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TO: **Members of the Governing Board**

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FOR PROFESSIONAL SERVICES FOR VACAVILLE
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SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

with Omni-Means Ltd. to add the following services:

- Prepare legal description and plats for three service easements on property owned by SCCD, and draft a Public Utility Easement and Grant of Easement to the city of Vacaville. This will provide for City access to service their vehicle sensor equipment in portions of the SCCD driveways, and to maintain sidewalk ramps at the Annex driveway.
- Support District in providing technical data, submittal/coordination of PG&E application and permit for proposed traffic signal electrical service point.

The Board is asked to approve this contract amendment #1 to Omni-Means Ltd. in an amount of \$9,400. Omni-Means Ltd. new contract amount will be \$67,564.

The contract Amendment #1 is available online at <http://www.solano.edu/measureq/planning.php>.

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AMENDMENT # 1 TO AGREEMENT

PARTIES

This First Amendment to Agreement ("Amendment") is entered into between Solano Community College District ("District") and **Omni-Means, Ltd.** ("Consultant"), collectively the "Parties").

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated January 18, 2017 for services related to the **Vacaville Center Intersection Improvements Project**.

WHEREAS, District and Consultant agree to amend the Agreement to modify the original services being performed for the Vacaville Center Intersection Improvements Project.

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

AGREEMENT

1. 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 this Agreement a total fee not to exceed **Sixty Seven Thousand Five Hundred Sixty Four Dollars (\$67,564)**. This fee is an increase of total to the August 19, 2015 Agreement amount of \$58,164 plus Amendment #1 in the amount not to exceed \$9,400.

2. The language in Exhibit A is further modified (following Amendment #1) to read:

The original project scope included professional services to provide full traffic engineering services for the improvements to the intersection located at the main entrance to the Vacaville Center at North Village Parkway for the above named project:

Scope of work added to the original agreement will include:

- Prepare legal description and plats for three service easements on property owned by SCCD, and draft a Public Utility Easement and Grant of Easement to the city of Vacaville.
- Support District in providing technical data, submittal/coordination of PG&E application and permit for proposed traffic signal electrical service point.
- Perform Title Search and obtain Title Reports.

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).

3. 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.

Dated: _____, 2017

Dated: _____, 2017

**SOLANO COMMUNITY COLLEGE
DISTRICT**

Omni-Means Ltd.

By: _____

By: _____

Print Name: Lucky Lofton

Print Name: _____

Print Title: Executive Bonds Manager

Print Title: _____