

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

TO: Members of the Governing Board

SUBJECT: **CONTRACT AMENDMENT #1 WITH NINYO & MOORE
FOR THE AUTOMOTIVE TECHNOLOGY BUILDING
PROJECT**

REQUESTED ACTION:

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

SUMMARY:

In February of 2016 a professional services agreement in the amount of \$110,000 was approved with Ninyo & Moore to provide testing and special inspection services for the Automotive Technology Building Project.

Board approval is requested for the attached Amendment #1 to increase the original consulting services agreement with Ninyo & Moore for additional geotechnical observation, materials testing and special inspection services, related to structural steel welding, fireproofing, masonry and

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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: Provide new instructional space and equipment.

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| <i>Ed. Code:</i> | <i>Board Policy: 3225;3520</i> | <i>Estimated Fiscal Impact: \$39,428 Measure Q Funds</i> |
|------------------|--------------------------------|--|

SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Lucky Lofton
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Yulian Ligioso
Vice President, Finance and Administration

VICE PRESIDENT APPROVAL

February 3, 2017

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
Superintendent-President

February 3, 2017

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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concrete that is deemed necessary per the results from the original testing program.

The Board is asked to approve this contract amendment to Ninyo & Moore in an amount not to exceed \$39,428. Ninyo & Moore's new contract amount will be \$149,428.

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

AMENDMENT # 1 TO AGREEMENT

PARTIES

This First Amendment to Agreement ("Amendment") is entered into between Solano Community College District ("District") and **Ninyo & Moore** ("Consultant"), collectively the "Parties").

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated August 19, 2015 for services related to the **Automotive Technology Building Project**.

WHEREAS, District and Consultant agree to amend the Agreement to modify the original services being performed for the Automotive Technology Building 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 **One Hundred Forty Nine Thousand, Four Hundred Twenty Eight Dollars (\$149,428.00)**. This fee is an increase of total to the February 17, 2016 Agreement amount of \$110,000 and Amendment #1 in the amount not to exceed \$39,428.
2. The language in Exhibit A is modified to read:

The original project scope included professional services to provide testing and special inspection services required by the Division of the State Architect for the Vacaville Classroom Building Renovation Project, required by the DSA to achieve certification. This amendment modifies the consultant's scope of work to include the following services for the above named building:

Scope of work added to the original agreement will include:
 - Additional services for geotechnical observation, materials testing and special inspection services, related to structural steel site welding, fireproofing inspections, masonry inspections for trash enclosure, and concrete and compaction activities for flatwork and utilities.
3. 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).
4. 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**

By: _____

By: _____

Print Name: Lucky Lofton

Print Name: _____

Print Title: Executive Bonds Manager

Print Title: _____