

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

**TO:** Members of the Governing Board

**SUBJECT:** **CONTRACT AMENDMENT #1 WITH PREMIER  
CHEMICAL ENVIRONMENTAL SOLUTIONS FOR THE  
AUTOMOTIVE TECHNOLOGY BUILDING PROJECT**

**REQUESTED ACTION:**

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

**SUMMARY:**

On November 17, 2016 a professional services agreement in the amount of \$5,000 was approved with Premier Chemical Environmental Solutions (Premier Chemical) to provide consulting services for the Automotive Technology Building Project.

Board approval is requested for the attached Amendment #1 to increase the original consulting services agreement with Premier Chemical to establish a Hazardous Materials Business Plan in compliance with California Health & Safety Code and to relocate materials from the current location to the new facility.

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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.

<i>Ed. Code:</i>	<i>Board Policy: 3225;3520</i>	<i>Estimated Fiscal Impact: \$9,850 Measure Q Funds</i>
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**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 Ligosio  
Vice President, Finance and Administration

**VICE PRESIDENT APPROVAL**

July 7, 2017

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

July 7, 2017

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT  
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*CONTINUED FROM THE PREVIOUS PAGE*

\$ 5,000.00 Original Contract Amount  
\$ 9,850.00 Proposed Amendment #1  
\$14,850.00 New Contract Amount

The Board is asked to approve this contract amendment to Premier Chemical in an amount not to exceed \$9,850. Premier Chemical's new contract amount will be \$14,850.

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 **Premier Chemical Environmental Solutions** ("Consultant"), collectively the "Parties").

### RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated November 17, 2016 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 1 Services of the Agreement is amended to read:

**Services.** The Consultant shall provide **Environmental Consulting Services** to consult, as needed, for the design, development, and implementation for the **Auto Technology Building** to be located in Vallejo.

Scope of work added to the original agreement will include:

- 1.1 Additional services to establish a Hazardous Materials Business Plan (HMBP) in compliance to California Health & Safety Code Division 20, Chapter 6.95. The aforementioned code requires any business handling or storing a hazardous material to establish a HMBP for emergency response to a release or threatened release of that hazardous material.
- 1.2 Services to inventory, package, and relocate materials from the current location at 1301 Georgia Street, Vallejo to the new facilities at 1687 North Ascot Parkway, Vallejo.

2. 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 **Fourteen Thousand Eight Hundred Fifty Dollars (\$14,850.00)**. This fee is an increase of total to the November 17, 2016 Agreement amount of \$5,000 and Amendment #1 in the amount not to exceed \$ 9,850. District shall pay Consultant according to the following terms and conditions:

- 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 the District's written approval of the Work, or the portion of the Work for which payment is to be made.
- 4.2 The Services shall be performed at the hourly billing rate of \$150 per hour unless noted otherwise. The itemized invoice shall reflect the hours spent by the Consultant in performing its Services pursuant to this Agreement.
- 4.3 Services to provide HMBP documents will be completed for a fixed fee of \$7,200.

4.4 Services to provide relocation of materials from the existing Georgia Street facility to the new Ascot Parkway location will be performed for a fixed fee of \$2,650.

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: \_\_\_\_\_