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.

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: Provide new instructional space and equipment.

<table>
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<tr>
<th>Ed. Code:</th>
<th>Board Policy: 3225:3520</th>
<th>Estimated Fiscal Impact: $9,850 Measure Q Funds</th>
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<tr>
<td>SUPERINTENDENT’S RECOMMENDATION:</td>
<td>☒ APPROVAL</td>
<td>☐ NOT REQUIRED</td>
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<tr>
<td>Lucky Lofton</td>
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<td>Executive Bonds Manager</td>
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</tbody>
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PRESENTERS NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER
Yulian Ligioso
Vice President, Finance and Administration

VICE PRESIDENT APPROVAL

July 7, 2017

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

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

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

July 7, 2017
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

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

SOLANO COMMUNITY COLLEGE DISTRICT

By: ____________________________

Print Name: Lucky Lofton
Print Title: Executive Bonds Manager

Dated: ____________, 2017

__________________________________

By: ____________________________

Print Name: ________________________
Print Title: ________________________