

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

TO: **Members of the Governing Board**

SUBJECT: **CONTRACT AMENDMENT #2 TO OMNI-MEANS LTD.
FOR PROFESSIONAL SERVICES FOR THE VACAVILLE
CENTER INTERSECTION IMPROVEMENS PROJECT**

REQUESTED ACTION:

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

SUMMARY:

On June 15, 2016 the Board approved the subject professional services agreement for the project, which generally consisted of signalizing the intersection, including associated modifications, such as new curb ramps and widening the driveway to the Vacaville ‘Annex’ Classroom Building. The Board approved Amendment #1 on January 18, 2017.

Board approval is requested for the attached Amendment #2 to increase the original agreement

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: Enhance safety for students, faculty, and staff.

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$11,040 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		Celia Esposito-Noy, Ed.D. Superintendent-President	
(707) 863-7855			
TELEPHONE NUMBER			
Vice President, Finance and Administration		August 4, 2017	
VICE PRESIDENT APPROVAL		DATE APPROVED BY SUPERINTENDENT-PRESIDENT	
August 4, 2017			
DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT			

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #2 TO OMNI-MEANS LTD.
FOR PROFESSIONAL SERVICES FOR THE VACAVILLE
CENTER INTERSECTION IMPROVEMENTS PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

With Omni-Means Ltd. to add the following services as required to address additional construction administration needs subsequent to PG & E Vault relocations:

- Review Contractor Submittals and respond to Requests for Information (RFI).
- Attend teleconference meetings
- Assist in coordination with PG&E re: vault relocation
- Additional coordination to submit and record traffic signal equipment and public sidewalk easements

Following is a summary of the Contract amount:

\$ 58,164.00	Original Contract Sum
\$ 9,400.00	Previous Approved Amendments
<u>\$ 11,040.00</u>	This Proposed Amendment
\$ 78,604.00	New Contract Sum

The Board is asked to approve this contract amendment #2 to Omni-Means Ltd. not to exceed the amount of \$11,040. Omni-Means Ltd. New contract amount will be \$78,604.

The Amendment #2 may be viewed online at: <http://www.solano.edu/measureq/planning.php>.

AMENDMENT # 2 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 **Seventy Eight Thousand Six Hundred Four Dollars (\$78,604)**. 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, plus Amendment #2 in the amount not to exceed \$11,040.

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

Scope of work added to the original agreement will include:

- Provide additional coordination with PG&E regarding PG&E vault relocation
- Provide additional coordination to submit and record traffic signal equipment and public sidewalk easements
- Additional Construction Administration services

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: _____