

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

TO: Members of the Governing Board

**SUBJECT: RATIFICATION OF CONTRACT AMENDMENT #2 TO
ADVENT ENGINEERING SERVICES, INC. FOR
PROFESSIONAL SERVICES FOR THE
BIOTECHNOLOGY AND SCIENCE BUILDING PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Execution of this Amendment #2 for additional time needed for the Amendment #1 tasks was needed in a timely manner in order to complete the final installation and have the equipment fully operational for spring semester. Amendment #2 allows up to 200 additional hours of services. However, consultant will bill only actual hours required to perform the services.

Summary of Contract Amount:

\$ 14,400.00 Original Contract Amount
\$ 21,120.00 Previously Approved Amendments (#1)
\$ 32,000.00 Proposed Amendment #2
\$ 67,520.00 New Contract Amount

The Board is asked to ratify this contract Amendment #2 to Advent Engineering Services, Inc. in an amount not to exceed \$32,000.

The contract amendment is available 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 **Advent Engineering Services, Inc.** ("Consultant"), collectively the "Parties").

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated August 16, 2017 for services related to the **Vacaville Biotechnology and Science Building Project**.

WHEREAS, District and Consultant agree to amend the Agreement to modify the original services being performed for the Vacaville Biotechnology and Science 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 **Sixty-Seven Thousand Five Hundred and Twenty Dollars** amount of \$14,400, plus Amendment #1 in the amount not to exceed \$21,120, plus Amendment #2 in the amount of \$32,000.
2. The language in Exhibit A is further modified to add:

Scope of work added to the original agreement will include:
 - Clean Steam (up to 24 additional hours)
 - Condensate Cooler Lines (up to 12 additional hours)
 - Process Gases (up to 16 additional hours)
 - Chilled Water (up to 12 additional hours)
 - Facility Discharge to City of Vacaville (up to 16 additional hours)
 - Additional input to be provided based on RFIs
 - Commissioning (up to 120 additional hours)
 - Advent to support performance evaluation and process development for bioreactors at SCC
3. Except as set forth in this Amendment, all provisions of the Agreement and any previous extension(s) and/or amendments 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 amendments

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**

Advent Engineering Services Inc.

By: _____

By: _____

Print Name: Lucky Lofton

Print Name: _____

Print Title: Executive Bonds Manager

Print Title: _____