TO: Members of the Governing Board

SUBJECT: CONTRACT AMENDMENT #1 TO PREMIER CHEMICAL & ENVIRONMENTAL SOLUTIONS FOR ASBESTOS SURVEY CONSULTING SERVICES FOR THE FAIRFIELD CAMPUS SUBSTATION #1 & #2 REPLACEMENT PROJECT

REQUESTED ACTION:

☐ Information OR ☐ Approval
☐ Consent OR ☐ Non-Consent

SUMMARY:
On July 19, 2017 a professional services agreement in the amount of $1,915 was approved with Premier Chemical Environmental Solutions (Premier Chemical) to provide asbestos survey consulting services for the Fairfield Campus Substation #1 & #2 Replacement Project. Board approval is requested for the attached Amendment #1 to increase the original consulting

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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: Update infrastructure that supports classrooms or related College facilities

Ed. Code: Board Policy: 3225; 3520 Estimated Fiscal Impact: $1,575 Measure Q Funds

SUPERINTENDENT’S RECOMMENDATION:
☐ APPROVAL ☐ NOT REQUIRED ☐ DISAPPROVAL ☐ TABLE

Lucky Lofton
Executive Bonds Manager

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Robert V. Diamond
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

February 9, 2018

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

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

DATE APPROVED BY SUPERINTENDENT-PRESIDENT

February 9, 2018
TO: Members of the Governing Board

SUBJECT: CONTRACT AMENDMENT #1 TO PREMIER CHEMICAL & ENVIRONMENTAL SOLUTIONS FOR ASBESTOS SURVEY CONSULTING SERVICES FOR THE FAIRFIELD CAMPUS SUBSTATION #1 & #2 REPLACEMENT PROJECT

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

services agreement with Premier Chemical to provide asbestos conduit work procedures and consult with District and contractors regarding project safety and applicable regulations, including on site review and meetings, and to extend the completion date to February 28, 2018.

$ 1,975.00 Original Contract Amount
$ 1,575.00 Proposed Amendment #1
$ 3,550.00 New Contract Amount

The Board is asked to approve this contract amendment to Premier Chemical & Environmental Solutions for the Fairfield Campus Substation #1 & #2 Replacement Project in an amount not to exceed $1,575. Premier Chemical’s new contract amount will be $3,550.

The contract 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 July 19, 2017 for services related to the Fairfield Campus Substation #1 & #2 Replacement Project.

WHEREAS, District and Consultant agree to amend the Agreement to modify the original services being performed for the Fairfield Campus Substation #1 & #2 Replacement 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 add the following:

   Scope of work added to the original agreement will include:
   1.1 Provide asbestos conduit work procedures.
   1.2 Consult with District and contractors regarding project safety and applicable regulations, including on site review and meetings.

2. Section 2 of the Agreement is amended to read in its entirety:

   Term. Consultant shall commence providing services under this Agreement on July 19, 2017 and will diligently perform as required and complete performance by February 28, 2018, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. Section 4 of the Agreement, first sentence is amended to read:

   Compensation: District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Three Thousand Five Hundred Fifty Dollars ($3,550.00). This fee is an increase of total to the July 19, 2017 Agreement amount of $1,975 and Amendment #1 in the amount not to exceed $1,575.

4. 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).

5. 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: _____________, 2018

SOLANO COMMUNITY COLLEGE DISTRICT

By: ________________________________

Print Name: Lucky Lofton
Print Title: Executive Bonds Manager

Dated: _________________, 2018

By: ________________________________

Print Name: ________________________________
Print Title: ________________________________