

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

TO: **Members of the Governing Board**

SUBJECT: **CONTRACT AMENDMENT #2 TO FIRST CARBON SOLUTIONS FOR ENVIRONMENTAL CULTURAL RESOURCES MONITORING SERVICES FOR THE SCIENCE BUILDING (PHASE I) PROJECT**

SUMMARY:

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qualified archaeologist of ground excavation work for the new Science Building. The contract amendment allowed up to 272 hours of monitoring.

Additional monitoring services are needed to complete the Science Building ground-disturbing work and to monitor the gas line replacement work which was added to the project. The proposed Amendment #2 allows for up to 240 hours of monitoring. However, consultant will bill only actual hours of monitoring required by construction ground disturbing activities.

Contract Summary:

\$ 65,700.00 Original Contract Amount
\$ 30,200.00 Previously Approved Amendments (1)
\$ 26,000.00 Proposed Amendment #2
\$ 121,900.00 New Contract Amount if Amendment #2 is approved

The Board is asked to approve this contract Amendment #2 to First Carbon Solutions in an amount not to exceed \$26,000.

The contract amendment is available online at: <http://www.solano.edu/measureq/planning.php>.

AMENDMENT # 2 TO AGREEMENT

PARTIES

This Second Amendment to Agreement ("Amendment") is entered into between Solano Community College District ("District") and **First Carbon Solutions** ("Consultant"), collectively the "Parties").

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated September 16, 2015 for services related to the **Science Building (Phase I) Project**.

WHEREAS, District and Consultant previously amended the Agreement on June 7, 2017; and

WHEREAS, District and Consultant agree to amend the Agreement to modify the original services being performed for the Science Building (Phase I) 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 **One Hundred Twenty One Thousand Nine Hundred Dollars (\$121,900)**. This fee is an increase of total to the September 16, 2015 Agreement amount of \$65,700, Amendment #1 in the amount not to exceed \$30,200, and Amendment #2 in the amount not to exceed \$26,000.
2. 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: _____, 2018

Dated: _____, 2018

SOLANO COMMUNITY COLLEGE DISTRICT

FIRST CARBON SOLUTIONS

By: _____

By: _____

Print Name: Lucky Lofton

Print Name: _____

Print Title: Executive Bonds Manager

Print Title: _____

