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

REQUESTED ACTION:
- Information OR Approval
  - Consent OR Non-Consent

SUMMARY:
On September 17, 2015 the Board approved a professional services agreement in the amount not to exceed $65,700 to First Carbon Solutions to provide environmental planning services to meet California Environmental Quality Act (CEQA) requirements for an Initial Study/Mitigated Negative Declaration for the Fairfield Campus Science Building (Phase I) Project.

On June 7, 2017, the Board approved Amendment #1 to increase the original professional services agreement to include CEQA required mitigation cultural resources monitoring by a

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>
<thead>
<tr>
<th>Ed. Code: Board Policy: 3225; 3520</th>
<th>Estimated Fiscal Impact: $26,000</th>
<th>Measure Q Funds</th>
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SUPERINTENDENT’S RECOMMENDATION:
- [x] APPROVAL
- [ ] NOT REQUIRED
- [ ] DISAPPROVAL
- [ ] TABLE

Lucky Lofton
Executive Bonds Manager

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

4000 Suisun Valley Road
Fairfield, CA 94534

(707) 863-7855

Robert V. Diamond
Vice President, Finance & Administration

February 9, 2018

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

February 9, 2018

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT
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:
CONTINUED FROM THE PREVIOUS PAGE

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

SOLANO COMMUNITY COLLEGE DISTRICT

By: ____________________________
Print Name: Lucky Lofton
Print Title: Executive Bonds Manager

Dated: ________________, 2018

FIRST CARBON SOLUTIONS

By: ____________________________
Print Name: ______________________
Print Title: ________________________

Amendment #2 of FIRST CARBON SOLUTIONS Agreement
Science Building (Phase I) Project