

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

TO: **Members of the Governing Board**

SUBJECT: **AMENDMENT #2 TO KITCHELL CAPITAL
EXPENDITURE MANAGERS, INC. FOR PROGRAM
MANAGEMENT SERVICES – PHASE 2**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for Amendment #2 to Kitchell Capital Expenditure Managers, Inc. (KCEM) for Phase 2 Program Management Services for Measure Q. On November 5, 2014, the Board approved a contract to KCEM in the amount of \$6,376,735. On August 19, 2015, the Board approved Amendment #1 to manage the following for the Fairfield Science Building Project: development of Criteria Documents, solicitation and selection of the design-builder, and procurement of construction management services.

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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: Renovate and provide new instructional space and equipment.

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$2,668,000 Measure Q Funds</i>
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SUPERINTENDENT'S RECOMMENDATION:	<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE
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Celia Esposito-Noy
Superintendent-President

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7299

TELEPHONE NUMBER

Robert V. Diamond
V.P. Finance and Administration

VICE PRESIDENT APPROVAL

March 9, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

March 9, 2018

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

AMENDMENT # 2 TO AGREEMENT

PARTIES

This Second Amendment to Agreement ("Amendment") is entered into between Solano Community College District ("District") and **Kitchell Capital Expenditure Managers, Inc.** ("Consultant"), collectively the "Parties").

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated November 5, 2014 for **Program Management Services** ("Project"); and

WHEREAS, District and Consultant previously amended the Agreement on August 19, 2015, and

WHEREAS, District and Consultant agree to amend the Agreement to extend the services being performed for the Measure Q Program for two additional years (Phase 2),

NOW THEREFORE, in consideration of the mutual promises and covenants set forth above and contained herein, District and Consultant agree as follows:

AGREEMENT

1. Article 6.1 of the Agreement is amended to read in its entirety:
Fee and Method of Payment: The District shall pay Program Manager an amount equal to Nine Million, One Hundred Eighty Two Thousand, Nine Hundred Fifteen Dollars and No Cents (\$9,182,915). This fee is a total of November 5, 2014 Agreement in the amount of \$6,376,735, the August 19, 2015 Amendment #1 in the amount of \$138,180, and the March 21, 2018 Amendment #2 in the amount of \$2,668,000.
2. Article 2.1 of the Agreement is amended to read in its entirety:
Principal In Charge: Dave Giannelli
Project Executive: Dave Kirn
Program Manager: Pam Kinzie
3. Article 2.8 of the Agreement is amended to read in its entirety:
Conflicts of Interest Prohibited: The Program Manager shall not be permitted to submit proposals or otherwise seek contracts for the following services to be procured by the District in connection with any Measure Q project: Design Professional, IOR or Test/Inspection. If the Program Manager identifies potential Design Professionals, IORs or Test/Inspection services in connection with a Project, the Program Manager shall affirmatively and unequivocally represent and warrant to the District that neither the Program Manager nor any person who holds any equity interest in the Program Manager's organization is a former or current holder of any equity interest in the firm identified and that neither the Program Manager nor any holder of equity interest in the Program Manager's organization has any financial interest in the firm identified. The District reserves the sole discretion to waive this subsection's requirement on a case-by-case basis. The Program Manager will also disclose any relationships between Program Manager's staff and employees of the District before assigning that person to the Program. The Program Manager's staff shall not participate in development of any RFQ or RFP, proposal evaluation, or selection committee for Project construction management services if the Program Manager intends to submit a proposal for such services.

4. The first sentence in Article 4 shall be revised to read:
The duration of Program Manager's Services under this Agreement shall be from June 1, 2014, through May 30, 2020.
5. Exhibit "D" Method of Payment, item 6 shall be deleted.
6. Exhibit "D", Hourly Rates, item 1 is amended to read in its entirety:
The following hourly rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed during the term of Amendment #2 (June 1, 2018 – May 30, 2020). Program Manager shall bill in quarter-hour increments for all Extra Services.

POSITION	FY 2018/2019	FY 2019/2020
Program Executive	\$221	\$228
Program Manager	\$201	\$207
Sr. Project Manager	\$191	\$197
Fiscal Controls Manager	\$180	\$185
Clerical	\$77	\$79
Estimating Manager	\$191	\$197
Senior Manager (EAS)	\$155	\$160
Estimator	\$134	\$138
Scheduler	\$134	\$138
Engineering Architecture Services Staff	\$88	\$91

7. 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).
8. 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

KITCHELL CAPITAL EXPENDITURE MANAGERS, INC.

By: _____

By: _____

Print Name: Lucky Lofton

Print Name: _____

Print Title: Executive Bonds Manager

Print Title: _____