

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

TO: **Members of the Governing Board**

SUBJECT: **CONTRACT AMENDMENT #1 TO FIRST CARBON SOLUTIONS FOR ENVIRONMENTAL CONSULTING SERVICES FOR LIBRARY/LEARNING RESOURCE CENTER PROJECT (BUILDING 100 REPLACEMENT)**

REQUESTED ACTION:

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

SUMMARY:

On October 18, 2017, the Board approved a contract to First Carbon Solutions to provide environmental services for the Library/Learning Resource Center Project. The scope of services included preparation of California Environmental Quality Act (CEQA) required documentation for the project.

To meet subsequently identified State funding submittal deadline, it was necessary to expedite

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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: Provide new instructional space and equipment

<i>Ed. Code:</i>	<i>Board Policy: 3225; 3520</i>	<i>Estimated Fiscal Impact: \$3,663 Measure Q Funds</i>
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SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Lucky Lofton
Executive Bond Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Robert V. Diamond
VP, Finance & Administration

VICE PRESIDENT APPROVAL

June 8, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

June 8, 2018

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

AMENDMENT #1 TO AGREEMENT

PARTIES

This First 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 October 18, 2017, for services related to **Library/Learning Resource Center Project (Building 100 Replacement)** ("Project"); and

WHEREAS, District and Consultant desire to amend the Agreement to add additional services related to expediting the work to meet State funding Preliminary Plans submittal deadline;

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:
District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement in a total not to exceed **Forty Eight Thousand Nine Hundred Thirteen Dollars (\$48,913)**, which is a total of the original contract amount of Forty Five Thousand Two Hundred Fifty Dollars (\$45,250), and Amendment #1 in the amount not to exceed Three Thousand Six Hundred Sixty Three Dollars (\$3,663).
2. Exhibit "A", second bullet point is amended to read:
 - Prepare, maintain and implement a CEQA processing schedule to assure efficient and timely preparation and processing of the environmental clearance by February 28, 2018.
3. Exhibit "A", Schedule Milestones of the Agreement is amended to read:
Schedule Milestones:
 - Issue Draft Report: no later than January 5, 2018
 - Issue Draft Final Report for Public Review: no later than January 31, 2018
 - Public Hearing/Board acceptance of Final report: no later than February 21, 2018
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

FIRST CARBON SOLUTIONS

By: _____

Print Name: _____

Print Title: _____