

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

TO: Members of the Governing Board

**SUBJECT: RATIFICATION OF CONTRACT AMENDMENT #1 TO
YOCHA DEHE WINTUN NATION FOR CULTURAL
RESOURCES MONITORING SERVICES FOR SPRING
PROJECTS**

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

On March 7, 2018, the Board approved a contract to Yocha Dehe Wintun Nation to provide cultural resources monitoring services to meet California Environmental Quality Act (CEQA) requirements for various Fairfield Campus spring projects, including the Horticulture Restroom Building Foundation and Site Work Project and Building 100 Generator Project.

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

Ed. Code: Board Policy: 3225; 3520 Estimated Fiscal Impact: \$6,764.27 Measure Q Funds

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

July 6, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

July 6, 2018
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The original fee proposal was based on a not-to-exceed estimated cost for monitoring services. However, during the course of construction additional monitoring services were required. Board ratification is requested to approve Amendment #1 for additional monitoring hours to complete excavation activities for the Horticulture Restroom Building Foundation and Site Work Project and Building 100 Generator Project.

Contract Summary:

\$ 9,000.00	Original Contract Amount
\$ 0.00	Previously Approved Amendments
<u>\$ 6,764.27</u>	This Proposed Amendment #1
\$15,764.27	New Contract Amount, including Amendment #1

The Governing Board is asked to ratify Amendment #1 to Yocha Dehe Wintun Nation in the amount of \$6,764.27.

The contract Amendment #1 is available 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 **Yocha Dehe Wintun Nation** ("Consultant"), collectively the "Parties").

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated February 22, 2018, for services related to **Fairfield Campus Spring Projects** ("Project"); and

WHEREAS, District and Consultant desire to amend the Agreement to add additional services related to cultural resources monitoring of ground disturbing construction activities required by the California Environmental Quality Act (CEQA);

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 J. of the Agreement is amended to read in its entirety:
District agrees to hire the Archaeologist for purposes of this Agreement. District also agrees to pay for any fees and costs related to the County Coroner's participation under this Agreement, if any. District also agrees to compensate Yocha Dehe for all work completed by its monitors, pursuant to the payment schedule in Attachment II. This contract amount shall be established as not to exceed **Fifteen Thousand Seven Hundred Sixty Four Dollars and Twenty Seven Cents (\$15,764.27)**, which is a total of the original contract amount of Nine Thousand Dollars (\$9,000), and Amendment #1 in the amount not to exceed Six Thousand Seven Hundred Sixty Four Dollars and Twenty Seven Cents (\$6,764.27). Should circumstances require more efforts from Yocha Dehe, by mutual agreement with the District an Amendment may be made to this contract, subject to the approval of the District's Governing Board.
2. Attachment II, Article III is amended to read:

Fee Estimates for Projects:

PROJECT NAME	HOURS	FEE
Softball Bleacher Path of Travel	20+	\$4,689.04
Horticulture Modular Restroom Foundation & Sitework	80	\$6,000.00
B100 Generator	20+	\$5,075.23

3. 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).
4. 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**

YOCHA DEHE WINTUN NATION

By: _____

By: _____

Print Name: Lucky Lofton

Print Name: _____

Print Title: Executive Bonds Manager

Print Title: _____