

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

**TO:** **Members of the Governing Board**

**SUBJECT:** **CONTRACT AMENDMENT #1 TO SWINERTON  
MANAGEMENT AND CONSULTING FOR  
CONSTRUCTION MANAGEMENT SERVICES FOR  
SCIENCE BUILDING PHASE 1 PROJECT**

**REQUESTED ACTION:**

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

**SUMMARY:**

On March 16, 2016 the Board approved a contract for construction management services to Swinerton Management and Consulting for the Science Building Project on the Fairfield Campus.

The District has previously approved increases to the scope of work of the Science Building Contractor for several large items: relocation of hydronics pipe and replacement of the campus gas distribution lines. In addition, the project completion dates have been extended. Due to these

*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

<i>Ed. Code:</i>	<i>Board Policy: 3225; 3520</i>	<i>Estimated Fiscal Impact: \$66,459 Measure Q Funds</i>
------------------	---------------------------------	--

**SUPERINTENDENT'S RECOMMENDATION:**       **APPROVAL**       **DISAPPROVAL**  
 **NOT REQUIRED**       **TABLE**

Lucky Lofton  
Executive Bonds Manager

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 863-7855

**TELEPHONE NUMBER**

Robert V. Diamond  
Vice President, Finance & Administration

**VICE PRESIDENT APPROVAL**

July 20, 2018

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

July 20, 2018

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



**AMENDMENT TO AGREEMENT**

**PARTIES**

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

**RECITALS**

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated March 16, 2016, for services related to the **Fairfield Campus New Science Building Project** ("Project"); and

WHEREAS, District and Consultant desire to amend the Agreement to include additional services and extend completion date.

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 3.2 of the Agreement is amended to read in its entirety:  
The Construction Manager agrees that the following key people in Construction Manager's firm shall be associated with the Project in the following capacities:

Principal in Charge:	Jeff Gee
Project Executive:	John Baker
Construction Manager:	Bob Collins (DB RFQ/RFP & Design Phases)
	Cary Talbot (Construction Phase)
  
2. Section 6.1 of the Agreement is amended to read in its entirety:  
District shall pay Construction Manager an amount not to exceed One Million, Two Hundred Nine Thousand, Five Hundred Fifty Three Dollars and Zero Cents (\$1,209,553.00) for all services contracted for under this Agreement, which includes One Million One Hundred Forty Three Thousand Ninety Four Dollars (\$1,143,094) original contract amount, plus Sixty Six Thousand Four Hundred Fifty Nine Dollars (\$66,459) Amendment #1, and based on the Fee Schedule set forth in **Exhibit "D."**
  
3. Exhibit "C" is amended to add the following language:  
Amendment #1 Notes to Schedule of Work Above:  
Revised Construction Substantial Completion Date: January 8, 2019  
Revised Final Construction Completion Date: April 10, 2019  
Revised Move-in Date: May- June, 2019  
Close Out: as required for complete close out of project  
Warranty Phase: 2 years following construction completion as defined in Design Builder Contract
  
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

Dated: \_\_\_\_\_, 2018

**SOLANO COMMUNITY COLLEGE DISTRICT**

**SWINERTON MANAGEMENT AND CONSULTING**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Lucky Lofton

Print Name: \_\_\_\_\_

Print Title: Executive Bonds Manager

Print Title: \_\_\_\_\_