



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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AMENDMENT #1 TO HAZARD  
MANAGEMENT SERVICES, INC. FOR PROFESSIONAL  
SERVICES FOR THE LIBRARY/ LEARNING RESOURCE  
CENTER (BUILDING 100 REPLACEMENT) PROJECT**

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

the project; a previously completed study will be used.

\$ 12,150	Original Contract Amount
\$ -3,175	Proposed Deductive Amendment #1
<u>\$ 8,975</u>	New Contract Amount

The Board is asked to approve this contract Amendment #1 to Hazard Management Services, Inc. in the deductive amount of (-\$3,175). Hazard Management Services' new contract amount will be \$8,975.

The contract is available online 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 **Hazard Management Services, Inc.** ("Consultant"), collectively the "Parties").

### RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated **September 5, 2018** for services related to the **Library/ Learning Resource Center (Building 100 Replacement) Project**.

WHEREAS, District and Consultant agree to amend the Agreement to modify the original services being performed for the **Library/ Learning Resource Center (Building 100 Replacement) 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 3 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 **Eight Thousand Nine Hundred Seventy Five Dollars and 00/100 (\$8,975.00)**. This fee is a total of the September 5, 2018 Agreement amount of \$12,150, and Amendment #1 in the deductive amount of (-\$3,175).

2. The language in Exhibit A is modified to read:

Consultant to perform hazardous material testing for the entire 100 building prior to demolition. At a minimum the consultant shall provide the following services;

- Conduct inspections, including bulk sampling and comprehensive reporting to identify hazardous materials, including, but not limited to; asbestos, lead and other heavy metals, mold, and polychlorinated biphenyls (PCBs).
- Sampled materials shall be defined, thoroughly described (or pictured), quantified and mapped.
- Consultant to develop abatement project specifications to include site specific procedures and disposal requirements.
- The survey/ report to be appropriate and sufficient for contractors to bid/ price the demolition of the buildings.
- Maintain the required Cal/OSHA and California Department of Public Health Certifications.
- Abatement project monitoring is not included in this contract scope of services and will be contracted for separately at a later time.

Deliverables:

- Provide an electronic file of draft report, including testing results for District review and comment.
- Provide an electronic file of Final Report, including testing results.
- Provide an electronic file of draft site specific Abatement Project Specifications for District review and comment.

- Provide an electronic file of Final site specific Abatement Project Specifications to be used for bidding and demolition of these buildings.

Schedule:

- Start of Work/Project Kick-Off Meeting: September 17, 2018
- Submit Draft Survey/ Report, including test results: By October 15, 2018
- Submit Draft site specific Abatement Project Specifications: By October 15, 2018
- Submittal of Final Survey/ Report and Final Abatement Technical Specifications: By October 31, 2018

This amendment modifies the consultant’s scope of work to reduce the areas of hazardous materials testing for the above named project:

- Hazardous materials testing removed from Consultant’s scope of work at the old portable buildings. All hazardous materials testing will be for only Building 100.

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**

**HAZARD MANAGEMENT SERVICES, INC.**

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

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

Print Name: Lucky Lofton

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

Print Title: Executive Bonds Manager

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