

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

TO: **Members of the Governing Board**

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

REQUESTED ACTION:

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

SUMMARY:

On September 5, 2018 the Board approved a professional services agreement in the amount of \$12,150 with Hazard Management Services, Inc. to provide hazardous material testing services for the Library / Learning Resource Center (Building 100 Replacement) Project.

Subsequently it was determined that testing was no longer required at the existing portable buildings; a previously completed study will be adequate. This resulted in a credit amount of

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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: Update infrastructure that supports classrooms or related College facilities

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$6,275 Measure Q Funds</i>
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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

January 25, 2019

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

February 6, 2019
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

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

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

\$3,175.00. However, during the hazardous materials testing survey of Building 100, additional scope was identified that will require mitigation plans appropriate for the demolition of the library building that will happen after the new library is built. This study will result in an additional cost of \$9,450.00. The net of these changes results in a proposed Amendment #1 of \$6,275.00.

Contract Summary:

\$ 12,150.00	Original Contract Amount
\$ <u>6,275.00</u>	Proposed Amendment #1
\$ 18,425.00	New Contract Amount

The Board is asked to approve this contract Amendment #1 to Hazard Management Services, Inc. in the amount of \$6,275.00. Hazard Management Services' new contract amount will be \$18,425.00.

The contract is available online at: <http://www.solano.edu/measureq/planning.php>.



AMENDMENT 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** ("Project"); and

WHEREAS, District and Consultant desire to amend the Agreement, in order to remove the hazardous materials testing services not performed on the District's portable buildings and to add Polychlorinated Biphenyl (PCB) testing at Building 100;

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 1 of the Agreement is amended to read in its entirety:
Term. Consultant shall commence providing services under this Agreement on September 17th, 2018 and will diligently perform as required and complete performance by April 30th, 2019, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

2. 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 Eighteen Thousand Four Hundred Twenty Five Dollars (\$18,425.00), which is composed of the original contract amount of \$12,150 and Amendment #1 of \$6,275. District shall pay Consultant according to the following terms and conditions:
 - 3.1. Payment for the Work shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
 - 3.2. If the District approves by Contract Amendment any Additional Services, the Services shall be performed at the hourly billing rates and/or unit prices included in Exhibit "B." If hourly billing applies, the itemized invoice shall reflect the hours spent by the Consultant in performing its Services pursuant to this Agreement.
 - 3.3. If Consultant works at more than one site, Consultant shall invoice for each site separately.
 - 3.4. Consultant shall invoice for work completed on a Time & Materials basis, Not-To-Exceed Contract amount. Any savings will be returned to the District.

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: _____, 2019

Dated: _____, 2019

SOLANO COMMUNITY COLLEGE DISTRICT

HAZARD MANAGEMENT SERVICES INC.

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____