

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

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

**SUBJECT:** **AMENDMENT #2 TO FACILITIES PLANNING AND  
CONSULTING SERVICES FOR THE LIBRARY/  
LEARNING RESOURCE CENTER PROJECT (BUILDING  
100 REPLACEMENT)**

**REQUESTED ACTION:**

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

**SUMMARY:**

On December 20, 2017, the Board approved a professional services contract to Facilities Planning and Consulting Services for project management advisory services for the Library/Learning Resource Center Project (Building 100 Replacement) at the Fairfield Campus. The scope of work of this contract includes advisory services through the preliminary plan and working drawings phases and liaison to the Chancellor's Office to ensure proper paperwork is submitted for this partially State funded project. On February 21, 2018, the Board approved Amendment 1 to

*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 update equipment

<i>Ed. Code:</i>	<i>Board Policy:</i> 3225; 3520	<i>Estimated Fiscal Impact:</i> <b>\$4,900 State Funding</b>
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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**

April 5, 2019

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

April 17, 2019

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

increase the contract amount by \$7,000. The original contract allowed for 40 hours of consulting time, and Amendment #1 allowed for 40 additional hours of consulting time, which has been nearly exhausted. It has been determined that more consulting time will be needed for the assistance needed. This proposed Amendment #2 is for up to another 28 hours of consulting time.

Contract Summary:

\$ 7,000.00 Original Contract

\$ 7,000.00 Previously Approved Amendments (1)

\$ 4,900.00 Proposed Amendment #2

\$18,900.00 New Contract Amount if Amendment #2 is Approved

The Governing Board is asked to approve Amendment #2 to Facilities Planning and Consulting Services in an amount not to exceed \$4,900.

**AMENDMENT #2 TO AGREEMENT**

**PARTIES**

This second Amendment to Agreement ("Amendment") is entered into between Solano Community College District ("District") and **Facilities Planning and Consulting Services** ("Consultant"), collectively the "Parties").

**RECITALS**

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated December 20, 2017, for services related to **Library/Learning Resource Center Project (Building 100 Replacement)** ("Project"); and

WHEREAS, District and Consultant previously amended the Agreement on February 21, 2018: and

WHEREAS, District and Consultant desire to amend the Agreement to provide additional hours of Project Management Advisory Services,

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:  
**"3. Compensation.** District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Eighteen Thousand Nine Hundred Dollars (\$18,900). District shall pay Consultant according to the following terms and conditions:"  
  
 No changes to Sections 3.1, 3.2, and 3.3.
2. 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).
3. 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**

**FACILITIES PLANNING AND CONSULTING SERVICES**

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

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

Print Name: Lucky Lofton  
Title: Executive Bonds Manager

Print Name: Eric Mittlestead  
Print Title: Owner