

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

TO: **Members of the Governing Board**

SUBJECT: **CONTRACT AMENDMENT #1 TO NINYO & MOORE FOR
GEOTECHNICAL SERVICES FOR THE
LIBRARY/LEARNING RESOURCE CENTER PROJECT**

REQUESTED ACTION:

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

SUMMARY:

On July 17, 2019, the Board approved a contract to Ninyo & Moore for Geotechnical services on the Library/Learning Resource Center (LLRC) Project.

In an effort to maintain schedule, the installation of rammed aggregate piers was prioritized and resulted in extended hours for the geotechnical inspections. This, in turn, resulted in exceeding the original contract amount.

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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: Ensure code and geotechnical compliance of new LLRC Building

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$7,578.00 State and 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

July 2, 2020

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

July 15, 2020

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #1 TO NINYO & MOORE FOR
GEOTECHNICAL SERVICES FOR THE
LIBRARY/LEARNING RESOURCE CENTER PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Board approval is requested for Amendment #1 to the Ninyo & Moore contract to increase the total amount and cover the remaining required geotechnical inspections.

Contract Summary

\$ 36,137.00	Original Contract Amount
\$ 0	Previously Approved Amendments (0)
<u>\$ 7,578.00</u>	Proposed Amendment #1
\$ 43,715.00	New Contract Amount

The Board is asked to approve this contract Amendment #1 to Ninyo & Moore in the amount not to exceed \$7,578.00. Ninyo & Moore's new contract amount will be \$43,715.00.

The contract amendment 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 **Ninyo & Moore** ("Consultant"), collectively the "Parties").

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated June 4, 2019, for services related to Fairfield Library/Learning Resource Center Project;

WHEREAS, District and Consultant desire to amend the Agreement to acknowledge additional efforts required to complete the remaining geotechnical inspections and testing;

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 **Forty-three Thousand Seven Hundred and Fifteen Dollars (\$43,715.00)** which is composed of the original contract amount of \$36,137 and Amendment #1 of \$7,578. District shall pay Consultant according to the following terms and conditions:
 - 1.1. 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. The schedule of deliverable Services to be produced is as follows:
 - 1.1.1. Staff Engineer-Observation of Rammed Aggregate Piers Installation: \$18,400
 - 1.1.2. Field Technician-Compaction Testing for Soil & Aggregate Base: \$7,600
 - 1.1.3. Nuclear Gauge Charge-Equipment Charge: \$1,040
 - 1.1.4. Vehicle Charge-Vehicle Charge: \$2,952
 - 1.1.5. Field Technician-Sample Pickup (soil & Aggregate Base): \$570
 - 1.1.6. Proctor Density-For Soil Compaction Testing: \$520
 - 1.1.7. Gradation Testing-Aggregate for Rammed Aggregate Pier: \$375
 - 1.1.8. Principal Engineer-Consultation, Verified Report, & Project Oversight: \$1,480
 - 1.1.9. Project Engineer-Meeting, Submittal Review, Report Preparation, & Project Coordination: \$2,240
 - 1.1.10. Project Assistant-Data Compilation, Dispatch & Word Processing: \$960
 - 1.2. Consultant shall only be paid for the time and effort needed to complete the actual scope of services required for this project; which may be less than the total amount noted in section "4. Compensation". If the total amount noted is not needed to complete the scope of services, any remaining balance shall be retained by the District.
 - 1.3. Billing Rates are listed in Exhibit "A", in the case that additional services are requested by the District.
 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: _____, 2020

Dated: _____, 2020

**SOLANO COMMUNITY COLLEGE
DISTRICT**

NINYO & MOORE

By: _____

By: _____

Print Name: Lucky Lofton

Print Name: _____

Print Title: Executive Bonds Manager

Print Title: _____