

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

TO: **Members of the Governing Board**

SUBJECT: **CONTRACT AMENDMENT #1 TO FIRST CARBON SOLUTIONS FOR PROFESSIONAL SERVICES FOR THE LIBRARY / LEARNING RESOURCE CENTER PROJECT (BUILDING 100 REPLACEMENT)**

REQUESTED ACTION:

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

SUMMARY:

On June 19th, 2019 the Board approved a professional services contract to First Carbon Solutions for professional services for the Library / Learning Resource Center Project (Building 100 Replacement) on the Fairfield Campus.

Board approval is now requested for the attached Amendment #1 to increase the original professional services agreement with First Carbon Solutions for additional required surveys resulting from COVID-19 project delays.

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: Renovating existing instructional space and equipment.

Ed. Code: Board Policy: Estimated Fiscal Impact: \$4,500.00 State, Cares Act, and Measure Q Funds

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

Susan Wheat

Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

November 5, 2021

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

November 17, 2021

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

SUBJECT: CONTRACT AMENDMENT #1 TO FIRST CARBON SOLUTIONS FOR PROFESSIONAL SERVICES FOR THE LIBRARY / LEARNING RESOURCE CENTER PROJECT (BUILDING 100 REPLACEMENT)

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Delays to the project schedule as a result of COVID-19 have resulted in requiring a bird nesting survey prior to demolition of the old building 100 not originally required. The agreement with First Carbon Solutions to increase their fee is in consideration of the costs associated with that survey.

| | |
|--------------------|--------------------------|
| \$ 89,400.00 | Original Contract Amount |
| <u>\$ 4,500.00</u> | Proposed Amendment #1 |
| \$93,900.00 | New Contract Amount |

The Board is asked to approve this contract Amendment #1 to First Carbon Solutions in an amount of \$4,500.00.

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

**AMENDMENT NO. 1 TO
AGREEMENT FOR PROFESSIONAL SERVICES**

This Amendment No. 1 to the Agreement for Professional Services ("Amendment") for the Library/Learning Resource Center Project (Building 100 Replacement) at Fairfield Campus, is made and entered into this 17th day of November, 2021, by and between the Solano Community College District ("District") and First Carbon Solutions ("Consultant") (each a "Party" and, together, "Parties") as follows:

RECITALS

WHEREAS, the Parties entered into the Agreement for Professional Services on November 1, 2017 ("Agreement"), relating to the Library/Learning Resource Center Project (Building 100 Replacement) at Fairfield Campus, located at 4000 Suisun Valley Road, Fairfield, CA 94534 ("Project"), as further described in the Agreement;

WHEREAS, pursuant to the Agreement, Consultant's contract price for professional services ("Services") satisfactorily rendered is a not-to-exceed amount of Eighty Nine Thousand Four Hundred Dollars and 00/100 (\$89,400.00) ("Fee");

WHEREAS, at this time, the Parties wish to amend the Agreement to increase the Fee amount by Four Thousand Five Hundred Dollars and 0/100 (\$4,500.00) for costs incurred by additions to the project scope as a result of delays due to COVID-19 for the Project, as more particularly described in Exhibit "1" attached hereto and incorporated herein by this reference;

WHEREAS, the new Fee will be Ninety Three Thousand Nine Hundred Dollars and 00/100 (\$93,900.00); and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth above and contained herein, the Parties agree as follows:

1. Amendments to Agreement.

4. **Compensation.** District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Ninety Three Thousand Nine Hundred Dollars and 00/100 (\$93,900.00). District shall pay Consultant according to the following terms and conditions:

4.4. 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:

| | |
|---|-----------------|
| 4.4.1. <u>Pre-Construction Biological Survey</u> | <u>\$3,700</u> |
| 4.4.2. <u>Archaeological Monitoring (720 hrs at \$110/hr)</u> | <u>\$79,000</u> |
| 4.4.3. <u>Archaeological Monitoring Report</u> | <u>\$3,000</u> |
| 4.4.4. <u>Meeting Attendance and Project Coordination</u> | <u>\$3,500</u> |
| 4.4.5. <u>Nesting Bird Survey and Reporting</u> | <u>\$4,500</u> |

2. Other Provisions Reaffirmed.

All other provisions of the Agreement shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Agreement, the provisions of this Amendment No. 1 shall control.

IN WITNESS WHEREOF, the Parties have executed and entered into this Amendment No. 1 as of the date set forth above.

Dated: _____, 2021

Dated: _____, 2021

First Carbon Solutions

SOLANO COMMUNITY COLLEGE DISTRICT

By: _____

By: _____

Print Name: _____

Lucky Lofton
Executive Bonds Manager

Print Title: _____

EXHIBIT "1"

Description of services added

Task 1: Field Survey for Nesting Birds

A qualified FCS Biologist will conduct a single field survey no more than 14 days prior to ground disturbance to assess whether birds are nesting on the project site. The Biologist will search all shrubs and trees within the project site and immediate vicinity for the presence of nesting birds, including nests with eggs or chicks and evidence of breeding activities by pairs (i.e. carrying nesting material, feeding). The survey will be conducted on foot with the use of binoculars to locate and assess any potential nests. The location of any active nests will be mapped (if applicable), and proximity to the project site and buffer will be assessed. Nests and rookeries will be photographed where possible.

Task 2: Nesting Bird Letter Report

Directly after the survey, FCS will communicate the survey results through email and/or phone call to you. Additionally, and no later than 10 working days after the survey, FCS will prepare a letter report that is adequate for formal documentation, summarizing relevant existing conditions, survey methods, and results of the survey with any needed or recommended mitigation measures.

Task 3: Project Management

The FCS Project Manager will ensure the proposed project is running on time and within budget. The purpose of this task is to manage the effort described above and to maintain close communication with the applicant team regarding the construction start date as it relates to nesting season. This task includes periodic phone calls and emails with the applicant team or other applicable regulatory agencies, as necessary, to review our findings.

Fees

The proposed fees are based upon the scope of work described above; they include all labor and direct costs.