



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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AMENDMENT #1 TO SWINERTON  
MANAGEMENT & CONSULTING FOR CONSTRUCTION  
MANAGEMENT SERVICES FOR THE LIBRARY AND  
LEARNING RESOURCE CENTER PROJECT (BUILDING  
100 REPLACEMENT)**

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

Delays to the project schedule as a result of COVID-19 have resulted in an unforeseen extension to the project schedule requiring the construction management team to remain on the project longer than originally agreed. Additionally, the scope of work related to moving/relocation is being incorporated into this contract in order to streamline logistics and the timeline for move management to meet schedule requirements. In consideration of this increased scope of work and the COVID-19 pandemic impacts to project delivery, the Board is asked to approve this Amendment #1.

\$1,652,799.00	Original Contract Amount
\$ 0.00	Previously Approved Amendments (0)
<u>\$ 745,935.89</u>	Proposed Amendment #1
\$2,398,734.89	New Contract Amount

The Board is asked to approve this contract Amendment #1 to Swinerton Management & Consulting in an amount of \$745,935.89 for a new contract amount of \$2,398,734.89.

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

**AMENDMENT # 1 TO AGREEMENT  
FOR CONSTRUCTION MANAGEMENT SERVICES**

This First Amendment to Agreement is entered into on this 15<sup>th</sup> day of December, 2021, by and between the Solano Community College District ("District") and **Swinerton Management and Consulting** ("Construction Manager"), (each a "Party" and, together, "Parties") as follows:

**RECITALS**

WHEREAS, the Parties entered into the Agreement for Construction Management Services on June 19<sup>th</sup>, 2019 ("Agreement"), relating to the **Library/Learning Resource Center Project (Building 100 Replacement)** at the Fairfield Campus, located at 4000 Suisun Valley Road, Fairfield, CA 94534 ("Project"), as further described in the Agreement;

WHEREAS, pursuant to the Agreement, CM's contract price for professional services ("Services") satisfactorily rendered is a not-to-exceed amount of One Million, Six Hundred Fifty-Two Thousand, Seven Hundred Ninety-Nine Dollar and Zero Cents (\$1,652,799.00) ("Fee");

WHEREAS, at this time, the Parties wish to amend the Agreement to increase the Fee amount by Seven Hundred Forty-Five Thousand, Nine Hundred Thirty-Five Dollars and Eighty-Nine Cents (\$745,935.89) for delays to the project due to COVID-19 and to include the additional scope of work of move and relocation services, as described in Exhibit "1" and Exhibit "2" respectively, attached hereto and incorporated herein by this reference;

WHEREAS, the new Fee will be Two Million, Three Hundred Ninety-Eight Thousand, Seven Hundred Thirty-Four Dollars and Eighty-Nine Cents (\$2,398,734.89); 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.**

Article 6. Fee And Method Of Payment For Basic Services

- 6.1 District shall pay Construction Manager an amount not to exceed **Two Million, Three Hundred Ninety-Eight Thousand, Seven Hundred Thirty-Four Dollars and Eighty-Nine Cents (\$2,398,734.89)** for all services contracted for under this Agreement, Amendment One of this Agreement, and based upon the Fee Schedule set forth in **Exhibit "D"** as included in the original Agreement.

**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 Number One shall control.

**IN WITNESS WHEREOF**, the Parties have executed and entered into this Amendment # 1 as of the date set forth above.

Dated: \_\_\_\_\_, 2021

Dated: \_\_\_\_\_, 2021

**Swinerton Management and Consulting**

**Solano Community College District**

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

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

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

Print Name: Lucky Lofton

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

Title: Executive Bonds Manager

## EXHIBIT 1

### COVID Delay Impacts

In addition to being onsite for six months longer, during this time period our scope of work has increased significantly in the following areas:

1. Weekly meetings: The project requires regular weekly meetings, including documentation of agenda, minutes, and reports:
  - A. Owner/Architect/Contractor meeting: meeting facilitation, preparation and distribution of agenda and meeting minutes.
  - B. Weekly Program Meeting: preparation of reports and logs, team participation.
  - C. Virtual site visits and inspections for design team, consultants, and District staff.
2. Monthly/Weekly Construction Management tasks:
  - A. Reviews of Contractor's monthly Application for Payment, including required supporting documentation (subcontractor backup, conditional and unconditional lien releases).
  - B. Review of Contractor's communication, daily reports, and documentation.
  - C. Onsite construction progress observation.
  - D. Coordination of testing and inspection.
  - E. Coordination of review by DSA Inspector of Record.
3. Data Center:
  - A. Re-sequencing of construction activities requiring network connectivity.
  - B. Establishment and coordination of scope of work for temporary network connection.
  - C. Schedule and coordination with utility providers.
  - D. Coordination between contractor and District IT Department to establish requirements for data roll-over, temporary network connectivity, and equipment move-in.
4. Review of schedule alternatives: The final plan for phasing of move-in, FF&E installation, data center changeover, demolition, and site construction included review of several alternatives:
  - A. September 2021 Data Center roll over scenario.
  - B. Old Building 100 site demolition/LLRC construction overlap.
  - C. December 2021/January 2022 Data center roll over shift.
  - D. COVID-19 related delay scenarios.
5. COVID-19 protocols: COVID-19 impacts were unanticipated at the start of the project. Identify, manage, and execute a number of unanticipated procedures in order to comply with District, County, and regulatory requirements:
  - A. County health regulations.
  - B. District health and safety protocols.
  - C. Construction trade requirements.
  - D. OSHA health and safety regulations.
  - E. Facilitation of remote work by design team (virtual job walks).
  - F. Facilitation of virtual tours for District staff and board of directors.
  - G. Transportation of project submittals (to/from design team member work locations to/from project site).

## **EXHIBIT 2**

### **Move/Relocation Services Added Scope**

Modify move/relocation services from a single procurement and installation to a multi-phased move.

1. Two-Phase Move of student materials.
2. Two-Phase Move of faculty offices.
3. Multi-Phase Move of District IT Department.
4. Source new furniture due to COVID-19 impacts on availability.
5. Coordination of extended storage for pre-purchased furniture and equipment.

Move Management Team:

In addition to the additional scope described above, and due to increased complexity, add a subconsultant to the team as Move Manager. This subconsultant will manage the base scope of move management work, plus the additional move tasks noted above.