

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

TO: **Members of the Governing Board**

SUBJECT: **CONTRACT AMENDMENT #1 TO OPTIMA
INSPECTIONS INC. FOR PROJECT INSPECTION
SERVICES FOR THE NEW SCIENCE BUILDING
PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested to approve Amendment #1 to Optima Inspections Inc. for additional inspection services for the Science Building Project. On May 17, 2017, the Board approved a professional services contract to Optima Inspections Inc. for Division of State Architect (DSA) project construction inspection services for the New Science Building Project on the Fairfield Campus, which consists of site work improvements and construction of a single story building to

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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: Enhancing safety and security for students and staff

<i>Ed. Code:</i>	<i>Board Policy:</i> 3225; 3520	<i>Estimated Fiscal Impact:</i> \$25,270 Measure Q Funds
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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

Yulian Ligioso
VP, Finance & Administration

VICE PRESIDENT APPROVAL

October 26, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

November 7, 2018

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #1 TO OPTIMA
INSPECTIONS INC. FOR PROJECT INSPECTION
SERVICES FOR THE NEW SCIENCE BUILDING
PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

serve as lab and teaching spaces and includes a Veterans Services Center for the College. The scope of work includes providing onsite inspection of all construction and all other items required by the California Building Code, 2013 Edition.

The District has previously approved increases to the scope of work of the Science Building Project for several large items: relocation of hydronics pipe and replacement of the campus gas distribution lines. In addition, the project completion dates have been extended. Due to these conditions, additional inspection services (labor time) is required. Board approval is requested for Amendment #1 to Optima Inspections Inc. in the amount not to exceed \$25,270 for additional labor associated with these changes.

Contract Summary:

\$ 237,500.00	Original Contract
\$ 0.00	Previously Approved Amendments (0)
<u>\$ 25,270.00</u>	Proposed Amendment #1
\$ 262,770.00	New Contract Amount, including Amendment #1

The Governing Board is asked to approve contract Amendment #1 to Optima Inspections Inc. in the amount of \$25,270.

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 **Optima Inspections Inc.** ("Consultant"), collectively the "Parties").

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated May 17, 2017 for services related to the **New Science Building Project** ("Project"); and

WHEREAS, District and Consultant desire to amend the Agreement to increase the hours of services and extend the completion date to April 10, 2019, to match the District's approval of extension of Contractor 's completion date;

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 2 of the Agreement is amended to read in its entirety:
Term. Consultant shall commence providing services under this Agreement on May 17, 2017 and will diligently perform as required and complete performance by April 10, 2019 unless this Agreement is terminated and/or otherwise cancelled prior to that time.
2. Section 4 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 TWO HUNDRED SIXTY TWO THOUSAND SEVEN HUNDRED SEVENTY Dollars (\$262,770). District shall pay Consultant according to the following terms and conditions:
 - a. 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.
 - b. The itemized invoice shall reflect the hours spent by the Consultant in performing its Services pursuant to this Agreement. The Services shall be performed at the hourly billing rates included in **Exhibit "B."**
 - c. If Consultant works at more than one site, Consultant shall invoice for each site separately.
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: _____, 2018

Dated: _____, 2018

**SOLANO COMMUNITY COLLEGE
DISTRICT**

OPTIMA INSPECTIONS INC.

By: _____

By: _____

Print Name: Lucky Lofton

Print Name: _____

Print Title: Executive Bonds Manager

Print Title: _____