

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #1 TO THE SCION GROUP
FOR ADDITIONAL PROFESSIONAL SERVICES FOR THE
DISTRICT'S ON CAMPUS HOUSING PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The Scion Group was asked to provide expanded survey administration services, and to include advising on and assisting with SB169 analysis. This new scope incorporates grant application completion and analysis, and financial modeling related to grant funding requirements and potential multi-site evaluation.

In consideration of this expansion of services and the timing of SB169 passage and roll-out, the term of this Agreement is also being extended through June 30, 2022.

This additional scope of work is beyond the original scope of the Consultant.

\$ 55,275.00 Original Contract Amount
\$ 14,940.00 Proposed Amendment #1
\$ 70,215.00 New Contract Amount

The Board is asked to approve this contract Amendment #1 to The Scion Group in an amount not to exceed \$14,940.00.

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

AMENDMENT # 1 TO AGREEMENT

PARTIES

This **First Amendment** to Agreement ("Amendment") is entered into between **Solano Community College District** ("District") and **The Scion Group** ("Consultant"), collectively the "Parties".

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated June 16th, 2021 for **Housing Consulting Services** ("Project"); and

WHEREAS, District and Consultant agree to amend the Agreement to incorporate additional consulting services and extend the services being performed through June 30, 2022.

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

AGREEMENT

1. Article 1 shall be amended to include the following additional services:

- 1.1 Expanded survey administration services; and
- 1.2 Advising on and assistance with SB169 housing grant application and analysis, including financial modeling related to grant funding requirements and potential multi-site evaluation.

2. Article 2 shall be revised to read:

Consultant shall commence providing services under this Agreement on 16th day of June, 2021 and will diligently perform as required and complete performance by 30th of June, 2022, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. Article 4 shall be revised to read:

District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Seventy Thousand, Two Hundred Fifteen Dollars and Zero Cents (\$70,215.00)**. District shall pay Consultant according to the following terms and conditions:

4.1. 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:

4.1.1. Phase 1: Assessment	\$41,715.00
4.1.2. Phase 2: Feasibility Analysis	\$28,500.00

4. 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).
5. 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: _____, 2021

Dated: _____, 2021

**SOLANO COMMUNITY COLLEGE
DISTRICT**

THE SCION GROUP

By: _____

By: _____

Print Name: Lucky Lofton

Print Name: _____

Print Title: Executive Bonds Manager

Print Title: _____