

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AMENDMENT #1 TO OPTIMA  
INSPECTIONS INC. FOR ADDITIONAL PROJECT  
INSPECTION SERVICES FOR THE CENTRAL PLANT  
REPLACEMENT PROJECT**

**REQUESTED ACTION:**

☐ Information OR ☒ Approval  
☐ Consent OR ☒ Non-Consent

**SUMMARY:**

On June 7, 2023 the Board approved a professional services contract to Optima Inspections Inc. for Division of the State Architect (DSA) Project Inspector Services for the District's Central Plant Replacement Project.

Board approval is now requested for Amendment #1 to increase the original professional services fee and to extend the duration of the Agreement with Optima Inspections Inc. for additional inspection services needed for this project.

*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: NA Board Policy: NA Estimated Fiscal Impact: \$51,300 Measure Q Funds*

**SUPERINTENDENT'S RECOMMENDATION:**

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

Lucky Lofton  
VP, Facilities & Executive Bonds Manager

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 863-7855

**TELEPHONE NUMBER**

Lucky Lofton  
VP, Facilities & Executive Bonds Manager

**VICE PRESIDENT APPROVAL**

July 8, 2024

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

**Kellie Sims Butler, Ph.D.**  
Superintendent-President

July 17, 2024

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

The project duration and inspection effort has been greater than originally anticipated. Additional inspection services are required in order to keep the project moving forward. This additional scope of work is beyond the original scope of the Consultant.

Agreement Summary:

\$ 11,400.00 Original Contract Amount  
\$ 51,300.00 Proposed Amendment #1  
\$ 62,700.00 New Contract Amount

The Board is asked to approve this contract Amendment #1 to Optima Inspections Inc. in an amount not to exceed \$51,300.00.

This document is available online at: <https://welcome.solano.edu/measureq/approved-contracts/>

## **AMENDMENT #1 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 June 7, 2023, for Division of the State Architect (DSA) Project Inspection Services related to the District's **Central Plant Replacement Project** ("Project"); and

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. Term of the Agreement is amended to read:

**2. Term.** Consultant shall commence providing services under this Agreement on June 7, 2023 and will diligently perform as required and complete performance by December 31, 2024 unless this Agreement is terminated and/or otherwise cancelled prior to that time.

2. Section 4. Compensation of the Agreement is amended to read:

**4. Compensation.** District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not-to-exceed **Sixty-Two Thousand, Seven Hundred Dollars and 00/100 (\$62,700.00)**. This fee is a total of the June 7, 2023 Agreement in the amount of \$11,400.00 and Amendment #1 in the amount of \$51,300.00. 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.

4.2 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"**.

4.3 If Consultant works at more than one site, Consultant shall invoice for each site separately.

4.4 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.

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: \_\_\_\_\_, 2024

Dated: \_\_\_\_\_, 2024

**SOLANO COMMUNITY COLLEGE  
DISTRICT**

**OPTIMA INSPECTIONS INC.**

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

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

Print Name: Lucky Lofton  
Print Title: Vice President of Facilities  
Executive Bond Manager

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