

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #2 TO GEOCON
CONSULTANTS, INC. FOR THE FAIRFIELD CAMPUS
SUBSTATIONS #3 & #4 REPLACEMENT PROJECT**

REQUESTED ACTION:

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

SUMMARY:

On June 21, 2023 the Board approved a professional services contract to Geocon Consultants, Inc. (Geocon) to provide Material Testing and Special Inspection Services for the Fairfield Campus Substations #3 & #4 Replacement Project.

Board approval is now requested for Amendment #2 to increase the original professional services fee with Geocon Consultants, Inc., for additional inspection services needed for this project and to extend the contract term.

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: N/A Board Policy: N/A Estimated Fiscal Impact: \$10,540 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

October 25, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ph.D.
Superintendent-President

November 6, 2024

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #2 TO GEOCON
CONSULTANTS, INC. FOR THE FAIRFIELD CAMPUS
SUBSTATIONS #3 & #4 REPLACEMENT PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Since approval of Amendment #1, the observations and test allocations have been exhausted, and additional inspections are needed to complete the project. Geocon's proposal provides additional material testing and special inspection services through the anticipated project completion.

\$ 40,670.00	Current Contract Amount
<u>\$ 10,540.00</u>	<i>Proposed Amendment #1</i>
\$ 51,210.00	<i>Proposed New Contract Amount</i>

The Board is asked to approve this contract Amendment #2 to Geocon Consultants, Inc. in the amount of \$10,540.00, and contract extension through March 31, 2025.

The contract amendment is available online at: <https://welcome.solano.edu/measureq/approved-contracts/>

AMENDMENT #2 TO AGREEMENT

PARTIES

This **SECOND** Amendment to Agreement ("Amendment") is entered into between Solano Community College District ("District") and **Geocon Consultants, Inc.** ("Consultant"), collectively the "Parties").

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated June 21st, 2023, for Material Testing and Special Inspections Services for the **Fairfield Campus Substation # 3 & #4 Project** ("Project"); and

WHEREAS, District and Consultant agreed to amend the Agreement to increase the contract value and expand services for additional on-call inspection services for Substation #3 & #4, and Re-routing of Substation #5 via Amendment #1 dated January 17th, 2024; 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. Article 4 of the Agreement is amended to read in its entirety:

2. Term. Consultant shall commence providing services under this Agreement on August 2, 2023 and will diligently perform as required and complete performance by March 31, 2025, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

4. Compensation. District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **FIFTY-ONE THOUSAND, TWO HUNDRED TEN DOLLARS AND 00/100 (\$51,210.00)**. This fee is a total of the June 21, 2023 Agreement in the amount of \$16,190.00, Amendment No. 01 in the amount of \$24,480.00, and Amendment No. 02 in the amount of \$10,540.00. 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.

4.1.1.1 Geotechnical Testing and Observation = \$7,810

4.1.1.2 Reinforced Concrete Testing and Inspection =
\$3,640

4.1.1.3 Post Installed Anchors = \$2,040

4.1.1.4 Engineering Review, Administration and Reporting =
\$2,700

4.1.1.5 Utility Trench Backfill – Substations 3 & 4 = \$11,400

4.1.1.6 Utility Trench Backfill – Substation 5 = \$9,500

4.1.1.7 Lab Soil Testing = \$250

4.1.1.8 Engineering Review & Administration = \$3,330

4.1.1.9 Amendment 2 Services = \$10,540

4.2 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.

4.3 Billing Rates are listed in Exhibit "B", in case that additional services are requested by the District.

- 2. 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).
- 3. 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

Geocon Consultants, Inc.

By: _____

By: _____

Print Name: Lucky Lofton
Print Title: V.P., Facilities and Executive Bonds Manager

Print Name: _____
Print Title: _____