

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AMENDMENT #2 TO TYR INC. FOR  
PROJECT INSPECTION SERVICES FOR THE CAMPUS-  
WIDE INTERIOR REFRESH (PHASE 1) PROJECT**

**REQUESTED ACTION:**

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

**SUMMARY:**

On May 15, 2024, the Board approved a professional services contract to TYR, Inc. for Division of State Architect (DSA) Project Inspection Services for the Campus-Wide Interior Refresh (Phase 1) Project on the Fairfield Campus. The Board subsequently approved Amendment #1 to this contract on November 20, 2024.

*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: \$30,360.00 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**

February 7, 2025

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

February 19, 2025

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AMENDMENT #2 TO TYR INC. FOR  
PROJECT INSPECTION SERVICES FOR THE CAMPUS-  
WIDE INTERIOR REFRESH (PHASE 1) PROJECT**

---

**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

Board approval is now requested for Amendment #2 to increase the professional services fee and to extend the duration of the Agreement with TYR, Inc. for additional inspection services needed for the completion of the project.

The contract term for the General Contractor was extended to accommodate schedule delays. As a result, it is necessary to extend the inspection services term and increase the contract amount to align with the extended schedule.

Agreement Summary:

\$ 77,880.00	Current Contract Amount
\$ 0.00	Approved Amendment #1
<u>\$ 30,360.00</u>	<i>Proposed Amendment #2</i>
\$ 108,240.00	<i>Proposed New Contract Amount</i>

The Board is asked to approve this contract Amendment #2 to TYR Inc. through April 30, 2025, in an amount not to exceed \$30,360.00.

This amendment document 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 **TYR Inc.** ("Consultant"), (collectively the "Parties").

### **RECITALS**

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated May 15, 2024, for Division of the State Architect (DSA) Project Inspection Services related to the District's **Campus-Wide Interior Refresh (Phase 1) Project** ("Project"); and

WHEREAS, District and Consultant previously amended the Agreement on November 20, 2024, for additional inspection services related to the District's **Campus-Wide Interior Refresh (Phase 1) Project** ("Project"); and

WHEREAS, District and Consultant agree to amend the Agreement to modify the services performed for the District's **Campus-Wide Interior Refresh (Phase 1) 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 May 15, 2024, and will diligently perform as required and complete performance by April 30, 2025, 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 **One Hundred Eight Thousand Two Hundred Forty Dollars and 00/100 (\$108,240.00)**. This fee is a total of the May 15, 2024 Agreement in the amount of \$77,880.00, Amendment No. 02 in the amount of \$30,360.00. 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: \_\_\_\_\_, 2025

Dated: \_\_\_\_\_, 2025

**SOLANO COMMUNITY COLLEGE DISTRICT**

**TYR INC.**

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

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

Print Name: Lucky Lofton  
Print Title: V. P. of Facilities and Executive Bond Manager

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