

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONTRACT AMENDMENT #3 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 and Amendment #2 to this contract on November 20, 2024, and February 19, 2025, respectively.

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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: Renovating existing instructional space and equipment.

Ed. Code: NA Board Policy: NA Estimated Fiscal Impact: \$0.00 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

May 27, 2025

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ph.D.
Superintendent-President

June 4, 2025

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

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	Original Contract Amount
\$ 30,360.00	Previously Approved Amendment's
\$ <u>0.00</u>	<i>Proposed Amendment #3</i>
\$ 108,240.00	<i>Proposed New Contract Amount</i>

The Board is asked to approve this no-cost contract Amendment #3 for time extension to TYR Inc. through July 16, 2025.

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

AMENDMENT #3 TO AGREEMENT

PARTIES

This **THIRD** 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, (*Amendment #1*) for additional 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 February 19, 2025, (*Amendment #2*) 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 July 16, 2025, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
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: _____, 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: _____