

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONTRACT AMENDMENT #1 TO NINYO & MOORE FOR  
GEOTECHNICAL SERVICES FOR THE VALLEJO  
AUTOTECH VEHICLE EXHAUST SYSTEM PROJECT

REQUESTED ACTION:

<input type="checkbox"/> Information	OR	<input checked="" type="checkbox"/> Approval
<input type="checkbox"/> Consent	OR	<input checked="" type="checkbox"/> Non-Consent

SUMMARY:

On March 19, 2025, the Board approved a contract to Ninyo & Moore for Geotechnical services on the Vallejo Autotech Vehicle Exhaust System Project. Additional testing was required by the DSA Inspector of Record and performed by the Testing Lab to ensure safety and code compliance, which resulted in additional costs from the testing firm.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

<input type="checkbox"/> Help our students achieve their educational, professional and personal goals
<input type="checkbox"/> Basic skills education
<input type="checkbox"/> Workforce development and training
<input type="checkbox"/> Transfer-level education
<input checked="" type="checkbox"/> Other: Ensure code and test compliance for the project

Ed. Code: NA	Board Policy: NA	Estimated Fiscal Impact: \$1,960.00 Measure Q Funds
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SUPERINTENDENT’S RECOMMENDATION:	<input checked="" type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
	<input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE

Susan Wheet  
Vice President, Finance & Administration

PRESENTER’S NAME

4000 Suisun Valley Road  
Fairfield, CA 94534

ADDRESS

-  
(707) 864-7209

TELEPHONE NUMBER

Susan Wheet  
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

July 25, 2025

DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT

Kellie Sims Butler, Ph.D.  
Superintendent-President

August 6, 2025

DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

Board approval is requested for Amendment #1 to the Ninyo & Moore contract to increase the total contract value to include the remaining required geotechnical inspections.

Contract Summary

\$ 4,972.00	Original Contract Amount
\$ 0	Previously Approved Amendments (none)
<u>\$ 1,960.00</u>	<i>Proposed Amendment #1</i>
\$ 6,932.00	<i>New Contract Amount</i>

The Board is asked to approve this contract Amendment #1 to Ninyo & Moore in the amount not to exceed \$1,960.00. Ninyo & Moore's new contract amount will be \$6,932.00.

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

## **AMENDMENT TO AGREEMENT**

### **PARTIES**

This FIRST Amendment to Agreement ("Amendment") is entered into between Solano Community College District ("District") and **Ninyo & Moore** ("Consultant"), collectively the "Parties").

### **RECITALS**

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated March 19, 2025, for services related to VJ Autotech Vehicle Exhaust Project;

WHEREAS, District and Consultant desire to amend the Agreement to acknowledge additional efforts required to complete the remaining geotechnical inspections and testing.

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

### **AGREEMENT**

4. Section 4 of the Agreement is amended to read in its entirety:

**Compensation.** District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Six Thousand, Nine Hundred and Thirty-Two Dollars and Zero Cents (\$6,932.00)** which is composed of the original contract amount of \$4,972.00 and Amendment #1 in the amount of \$1,960.00. 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 schedule of deliverable Services to be produced is as follows:

- 4.2.1.1. Structural Steel Welding & Bolting: \$4,490.00
- 4.2.1.2. Equipment/Field Vehicles: \$702.00
- 4.2.1.3. Project Administration Review and Reports: \$1,740.00

4.3. 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.

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

5. 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).

6. 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**

**NINYO & MOORE**

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

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

Print Name: Susan Wheet

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

Print Title: Vice President,  
Finance & Administration

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

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