

AGENDA ITEM 13.(g)
MEETING January 21, 2026
DATE

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #1 TO TWINING, INC. FOR
ADDITIONAL PROJECT MATERIAL TESTING AND
SPECIAL INSPECTION SERVICES FOR THE SAND
VOLLEYBALL COURTS PROJECT**

REQUESTED ACTION:

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

SUMMARY:

On June 18, 2025, the Board approved a professional services contract to Twining, Inc. for DSA material testing and special inspection services for the District's Sand Volleyball Courts Project on the Fairfield Campus. Board approval is now requested for Amendment #1 to increase the original professional services fee and to extend the duration of the Agreement.

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: \$17,314.50 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION: ☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ 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

January 9, 2026

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ph.D.
Superintendent-President

January 21, 2026

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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VOLLEYBALL COURTS PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The project duration and testing and special inspections effort have been greater than originally anticipated. Additional testing and special inspection services are required to align with the increased scope and construction duration. This additional scope of work is beyond the original scope of the Consultant Agreement.

Agreement Summary:

\$ 13,471.50	Original Contract Amount
\$ 17,314.50	<u>Proposed Amendment #1</u>
\$ 30,786.00	New Contract Amount

The Board is asked to approve this contract Amendment #1 to Twining, Inc. in an amount not to exceed \$17,314.50 and to extend the contract duration.

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 **Twining, Incorporated** ("Consultant"), (collectively the "Parties").

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated June 18, 2025 for Project Inspection Services related to the District's **Sand Volleyball Courts Project** ("Project"); and

WHEREAS, District and Consultant amend the Agreement on January 21, 2026, for additional Project Inspection Services related to the District's **Sand Volleyball Courts 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 July 7, 2025 and will diligently perform as required and complete performance by March 31, 2026, 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 **Thirty Thousand Seven Hundred Eighty-Six Dollars and 00/100 (\$30,786.00)**. This fee is a total of the June 18, 2025 Agreement in the amount of \$13,471.50, and this Amendment #1 in the amount of \$17,314.50. 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"** of the Agreement.

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: _____, 2026

Dated: _____, 2026

SOLANO COMMUNITY COLLEGE DISTRICT

TWINING, INCORPORATED

By: _____

By: _____

Print Name: Susan Wheet
Print Title: Vice President,
Finance and Administration

Print Name: _____
Print Title: _____