# AGENDA ITEM MEETING DATE September 18, 2019

## SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:	Members of the Governing Board
SUBJECT:	CONTRACT AMENDMENT #1 TO HMR ARCHITECTS FOR ADDITIONAL PROFESSIONAL SERVICES FOR THE B300 MODIFICATIONS: MAILROOM AND GRAPHICS PROJECT

## **REQUESTED ACTION:**

<b>Information</b>	OR	Approval
Consent	OR	<b>Non-Consent</b>

### **SUMMARY:**

On June 05, 2019 the Board approved a professional services contract to HMR Architects for architectural services for the B300 Modifications: Mailroom and Graphics project.

Board approval is requested for the attached Amendment #1 to increase the original professional services agreement with HMR Architects for additional services related to design, documentation, and construction administration due to the additional scope of removing all the existing fume

### 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: Provide new instructional space and equipment

Ed. Code:	Board Policy:	Estimated Fiscal Impact: \$13,700 Measure Q Funds

APPROVAL

#### SUPERINTENDENT'S RECOMMENDATION:

Lucky Lofton Executive Bonds Manager PRESENTER'S NAME

4000 Suisun Valley Road

Fairfield, CA 94534

ADDRESS

(707) 863-7855

**TELEPHONE NUMBER** Robert V. Diamond Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

September 6, 2019

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT Celia Esposito-Noy, Ed.D. Superintendent-President

**\neg NOT REQUIRED**  $\neg$  TABLE

**DISAPPROVAL** 

September 18, 2019

DATE APPROVED BY SUPERINTENDENT-PRESIDENT

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SUBJECT:	CONTRACT AMENDMENT #1 TO HMR ARCHITECTS FOR ADDITIONAL PROFESSIONAL SERVICES FOR THE B300 MODIFICATIONS: MAILROOM AND GRAPHICS PROJECT

# **SUMMARY**:

CONTINUED FROM THE PREVIOUS PAGE

hoods in the future mailroom / graphics spaces.

- \$ 26,800.00 Original Contract Amount
- <u>\$ 13,700.00</u> Proposed Amendment #1
- \$ 40,500.00 New Contract Amount

The Board is asked to approve this contract Amendment #1 to HMR Architects in an amount not to exceed \$13,700.

The contract amendment is available online at: http://www.solano.edu/measureq/2019/190605%20Contract%20to%20HMR%20Architects%20BOT.pdf

### AMENDMENT #1 TO AGREEMENT

### PARTIES

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

### RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated June 5, 2019, for coordination architectural services related to the District's B300 Modifications: Mailroom and Graphics 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

 Section 3. Compensation of the Agreement is amended to read: District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not-to-exceed Forty Thousand Five Hundred Dollars (\$40,500). This fee is a total of the June 5, 2019 Agreement in the amount of \$26,800 and Amendment #1 in the amount of \$13,700. District shall pay Consultant according to the following terms and conditions:

3.1. 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.

2. Exhibit A description of the scope of work shall be amended to include the following:

Scope of work includes the removal of all fume hoods in the future mailroom and graphics services area. Includes the removal and proper capping of all utilities including glass pipping and mechanical ducts. Includes the removal of an eyewash/ shower and the addition of (1) accessible sink and (1) utility sink. All existing casework will be removed from the future mailroom and graphics services areas.

- 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:	, 2019	Dated:	, 2019
SOLANO COMMUNITY COLLEGE DISTRICT		HMR Architects	
By:		Ву:	
Print Name: Print Title:	Lucky Lofton Executive Bonds Manager	Print Name: Print Title:	