

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

TO: **Members of the Governing Board**

SUBJECT: **CONTRACT AMENDMENT # 1 WITH MADI
ARCHITECTURE FOR DESIGN SERVICES FOR THE
HORTICULTURE SITE IMPROVEMENTS PROJECT**

REQUESTED ACTION:

Information **OR** **Approval**
 Consent **OR** **Non-Consent**

SUMMARY:

In July of 2015 a professional services agreement in the amount not to exceed \$135,000 was approved with MADI Architecture to provide full design services for the Horticulture Site Improvements Project.

Board approval is requested for the attached deductive Amendment #1 to reduce the original consulting services agreement with MADI Architecture for design services that have been determined are not needed for this phase of work.

The Board is asked to approve this deductive contract amendment to MADI Architecture in an amount of (\$50,000). MADI's new contract amount will be \$85,000.

The contract Amendment #1 is available online at: <http://www.solano.edu/measureq/planning.php>.

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other:

Ed. Code: Board Policy: 3225;3520 Estimated Fiscal Impact: (\$50,000) Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Lucky Lofton
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Yulian Ligioso
Vice President, Finance and Administration

VICE PRESIDENT APPROVAL

June 3, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
Superintendent-President

June 3, 2016

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

AMENDMENT # 1 TO AGREEMENT

PARTIES

This First Amendment to Agreement ("Amendment") is entered into between Solano Community College District ("District") and **MADI Architecture** ("Consultant"), collectively the "Parties").

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated July 15, 2015 for services related to the Horticulture Site Improvements Project.

WHEREAS, District and Consultant agree to amend the Agreement to modify the original services being performed for the Horticulture Site Improvements Project.

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 3 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 Eight Five Thousand Dollars (\$85,000.00). This fee is a reduction of total to the July 15, 2015 Agreement amount of \$135,000 and Amendment #1 in the amount of (\$50,000).
2. The language in Exhibit A is modified to read:
The original project scope included design and engineering for the following structures; one (1) large maintenance building of approximately 3,000 square feet, one (1) greenhouse structure of approximately 1,000 square feet, and one (1) covered canopy of approximately 1,500 square feet. This amendment modifies the consultant's scope of work to exclude the following services and documentation for the above named buildings as these services will not be required due to the acceptance by DSA of preapproved designs for these buildings. Scope of work excluded from the original agreement will include:
 - Services being deleted for Custom Building Solutions for the above named buildings that were to be designed and built on the Horticulture site include:
 - Foundation designs
 - Architectural
 - Engineering
 - DSA review and submittal
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: _____, 2016

Dated: _____, 2016

**SOLANO COMMUNITY COLLEGE
DISTRICT**

By: _____

By: _____

Print Name: Lucky Lofton

Print Name: _____

Print Title: Executive Bond Manager

Print Title: _____