

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

TO: Members of the Governing Board

SUBJECT: **CONTRACT AMENDMENT #1 WITH CA ARCHITECTS
FOR ARCHITECTURAL AND ENGINEERING SERVICES
FOR THE SOFTBALL BLEACHER REPLACEMENT
PROJECT**

REQUESTED ACTION:

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

SUMMARY:

On July 20, 2016 the Board approved a professional services agreement in the amount not to exceed \$57,670 to CA Architects to provide architectural and engineering services for the Softball Bleacher Replacement Project.

Board approval is requested for the attached Amendment #1 to increase the original professional services agreement with CA Architects for additional services related to the design, documentation and construction administration of an accessible path of travel from the softball bleachers to the

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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: Provide infrastructure that supports classrooms or related College facilities

Ed. Code: Board Policy: 3225;3520 Estimated Fiscal Impact: \$9,910 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

July 7, 2017

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

July 7, 2017

**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 **CA Architects** (CAA) ("Consultant"), collectively the "Parties".

RECITALS

WHEREAS, District and Consultant entered into a Professional Services Agreement ("Agreement"), dated July 20, 2016, for architectural and engineering services related to Softball Bleacher Replacement 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 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 Sixty Seven Thousand Five Hundred Eighty Dollars (\$67,580). This fee is a total of the July 20, 2016 Agreement in the amount of \$57,670 and Amendment #1 in the amount of \$9,910. 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. The term of the Agreement shall be extended until the Project has been completed, but in no event later than March 2, 2018, subject to further extension by agreement of the parties.
3. Exhibit A description of the scope of work shall be amended to add:

Provide Architectural and Civil work to survey, design and document a new accessible asphaltic concrete path and related aspects of a compliant path of travel from the existing circular concrete sidewalk adjacent to the bleachers to the compliant Tennis Court Toilet Rooms. Provide bid phase and construction administration services for same.

Schedule (related to path of travel improvements):

- 50% construction documents submittal – September 15, 2017
- 90% construction documents/DSA submittal – October 13, 2017
- 100% construction documents submittal – November 3, 2017

4. 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).
5. 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: _____, 2017

Dated: _____, 2017

**SOLANO COMMUNITY COLLEGE
DISTRICT**

By: _____

By: _____

Print Name: LUCKY LOFTON

Print Name: _____

Print Title: EXECUTIVE BONDS MANAGER

Print Title: _____