

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

TO: **Members of the Governing Board**

SUBJECT: **CONTRACT AMENDMENT 02 TO CA ARCHITECTS FOR
ADDITIONAL PROFESSIONAL SERVICES FOR THE
VACAVILLE CENTER ANNEX BUILDING CORBELS
REMOVAL PROJECT PHASE 2**

REQUESTED ACTION:

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

SUMMARY:

On May 1, 2019 the Board approved a professional services contract to CA Architects for architectural services for the Vacaville Center Annex Building Corbels Removal Project. Subsequently on January 15, 2020, the Board approved Amendment 01 for Phase 2 of the corbels project.

Board approval is now requested for the attached Amendment 02 to increase the professional services agreement with CA Architects for additional services needed to complete the design documents for Phase 2 of the project.

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$3,530.00 Measure Q Funds</i>
------------------	----------------------	--

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

Robert V. Diamond
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

November 6, 2020

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

November 18, 2020

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

AMENDMENT NO. 02 TO AGREEMENT

PARTIES

This **SECOND** Amendment to Agreement ("Amendment") is made and entered into as of the 18th day of November, 2020 by and between the **Solano Community College District** ("District") and **CA Architects** ("Consultant"), collectively the ("Parties").

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated May 1, 2019, for architectural services related to the District's Vacaville Center Annex Building Corbels Removal Project ("Project"); and

WHEREAS, District and Consultant previously amended the Agreement on January 15, 2020 for the Vacaville Center Annex Corbels Removal Project Phase 2; and

WHEREAS, District and Consultant agree to amend the Agreement to modify the original services performed for the Vacaville Center Annex Corbels Removal Project Phase 2 ("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 **TWENTY-NINE THOUSAND ONE HUNDRED FIFTY DOLLARS AND 00/100 (\$29,150.00)**. This fee is a total of the May 1, 2019 Agreement in the amount of \$13,520.00, Amendment #1 in the amount of \$12,100.00, and Amendment #2 in the amount of \$3,530.00. 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 will also include additional assessment and design hours to determine the best waterproofing approach for the existing corbel conditions. Scope will also include additional design time to relocate one rainwater leader from the inside of one column, to the exterior of the column with all associated work.

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: _____, 2020

Dated: _____, 2020

**SOLANO COMMUNITY COLLEGE
DISTRICT**

CA ARCHITECTS

By: _____

By: _____

Print Name: Lucky Lofton
Print Title: Executive Bonds Manager

Print Name: _____
Print Title: _____