

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #2 TO AEDIS ARCHITECTS
FOR ADDITIONAL PROFESSIONAL SERVICES FOR THE
BUILDING 1600 MODERNIZATION PROJECT**

REQUESTED ACTION:

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

SUMMARY:

On June 21, 2023 the Board approved a professional services contract to Aedis Architects for architectural services for the Fairfield Campus Building 1600 Modernization Project. On September 20, 2023 the Board approved Amendment No. 01 to increase the original professional services agreement with Aedis Architects for additional services.

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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: Renovating existing instructional space and equipment.

Ed. Code: NA Board Policy: NA Estimated Fiscal Impact: \$25,245.00 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Lucky Lofton
VP, Facilities & Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Lucky Lofton
VP, Facilities & Executive Bonds Manager

VICE PRESIDENT APPROVAL

July 8, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ph.D.
Superintendent-President

July 17, 2024

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #2 TO AEDIS ARCHITECTS
FOR ADDITIONAL PROFESSIONAL SERVICES FOR THE
BUILDING 1600 MODERNIZATION PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Board approval is now requested for Amendment #2 for additional design services needed for additional project scope.

Additional design services are required for the complete renovation of additional classrooms in Building 1600. Classrooms 1633 and 1634 will be combined into one larger classroom to meet the program requirements. This additional scope includes the complete renovation of these classrooms, which includes new casework, revised utilities, and new finishes. Included in this Amendment are all architectural/engineering design services needed for the completion of the new scope, DSA approval of this space, construction administration support, and close out.

The additional design work needed to complete this scope of work is beyond the original design scope of the Architect.

\$ 858,250.00 Original Contract Amount
\$ 40,425.00 Approved Amendment #1
\$ 25,245.00 Proposed Amendment #2
\$ 923,920.00 Proposed New Contract Amount

The Board is asked to approve this contract Amendment #2 to Aedis Architects in an amount not to exceed \$25,245.00.

This document is available online at: <https://welcome.solano.edu/measureq/approved-contracts/>

AMENDMENT #2 TO AGREEMENT

PARTIES

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

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated June 21, 2023, for architectural services related to the District's Fairfield Campus **Building 1600 Modernization Project** ("Project"); and

WHEREAS, District and Consultant previously amended the Agreement on September 20, 2023, for additional architectural services related to the District's Fairfield Campus **Building 1600 Modernization Project** ("Project"); and

WHEREAS, District and Consultant agree to further amend the Agreement to modify the services performed on the District's **Building 1600 Modernization 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. Article 6. Fee and Method of Payment, of the Agreement is amended to read:

6.1. The District shall pay Architect for all Services contracted for under this Agreement an amount to the following ("Fee"):

An amount equal to **Nine Hundred Twenty-Three Thousand, Nine Hundred Twenty Dollars and 00/100 (\$923,920.00)** based on the rates set forth in **Exhibit "D"**. This fee is the total of the June 21, 2023 Agreement in the amount of \$858,250.00, Amendment #1 in the amount of \$40,425.00, and Amendment #2 in the amount of \$25,245.00.

6.1.1. The schedule of deliverable services to be produced is as follows;

6.1.2.1. Basic Services: \$828,000.00

6.1.2.2. Third Party Estimator: \$27,750.00

6.1.2.3. Reimbursable Expenses Allowance: \$2,500.00

6.1.2.4. Amendment No. 01: \$40,425.00

6.1.2.5. Amendment No. 02: \$25,245.00

6.2. The District shall pay Architect the fee pursuant to the provisions of **Exhibit "D"**.

6.3. Architect shall bill its work under this Agreement in accordance with **Exhibit "D"**.

6.4. No increase in Fee will be due from CCDs an/or Change Orders generated during the construction period to the extent caused by Architect's error or omission.

6.5. The Architect’s Fee set forth in this Agreement shall be full compensation for all the Architect’s Services incurred in the performance hereof as indicated in **Exhibit “D”**.

6.6. Regardless of the structure of Architect’s Fee, the Architect’s Fee may be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this agreement.

2. Exhibit A ‘Description of Services to be Performed by Consultant’, Section ‘Scope of Work and Deliverables’ shall be amended to include the following, in addition to items already listed in the original Agreement and all previous Amendments:
- All design work needed for combining classrooms 1633 & 1634 into one large room to meet the program needs.
 - The work includes revisions to the finish schedule, new suspended ceiling grid throughout the room with lighting.
 - New casework and countertops shall be provided.
 - New sound attenuation shall be placed on the walls and above the ceilings in this room, as well as, the adjacent rooms.
 - The new District standards shall be followed for smart classrooms (1633-1634).
 - As these rooms are being combined, revisions to fire alarm, HVAC and lighting plans shall need to be provided.
 - In addition, the District has requested electronic door hardware throughout the building. This shall entail providing power supply at electronic door openings and providing power/data for wireless access points for the battery-operated doors hardware. New door hardware shall be provided in accordance with the new District Standards.
 - All design items listed above shall be reviewed and approved by DSA.
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: _____, 2024

Dated: _____, 2024

SOLANO COMMUNITY COLLEGE DISTRICT

AEDIS ARCHITECTS

By: _____

By: _____

Print Name: Lucky Lofton
Print Title: VP, Facilities and Executive
Bonds Manager

Print Name: _____
Print Title: _____

