

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AMENDMENT #2 TO HMR ARCHITECTS,  
INC. FOR ADDITIONAL PROFESSIONAL SERVICES FOR  
THE B1400 MODERNIZATION PROJECT (PHASE 1)**

**REQUESTED ACTION:**

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

**SUMMARY:**

On October 18, 2023 the Board approved a professional services contract to HMR Architects, Inc. to provide Architectural/Engineering services for the B1400 Modernization Project Phase 1 Project on the Fairfield Campus. On December 20, 2023, Board approval was received for Amendment #1. Board approval is now requested for Amendment #2 to expand the scope of services to include a second round of bid phase support.

*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: Renovating existing instructional space and equipment.

*Ed. Code: N/A      Board Policy: N/A      Estimated Fiscal Impact: \$2,300 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**

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

The consultant fee on this project accounted for bid and advertising support for one procurement phase per scope. At the conclusion of the roof scope's initial bid phase, it was determined that the work should be re-bid. As a result, additional hours for bid support are being incorporated into the consultant fee via this Amendment #2.

\$ 104,600.00	Current Contract Amount
<u>\$ 2,300.00</u>	<i>Proposed Amendment #2</i>
\$ 106,900.00	<i>New Contract Amount</i>

The Board is asked to approve this contract Amendment #2 to HMR Architects, Inc. in the amount of \$2,300.00.

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 **HMR Architects, Inc.** ("Consultant"), collectively the "Parties").

### **RECITALS**

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated October 18, 2023, for Architectural Engineering Services for the design and construction administration of the **Fairfield Campus B1400 Modernization Project** ("Project"); and

WHEREAS, District and Consultant agree to amend the Agreement to modify the services performed for the District's **Fairfield Campus B1400 Modernization Project** ("Project"); and

WHEREAS, District and Consultant agreed to incorporate services to design replacement of lockdown hardware and electrification of the operators via Amendment #1 dated December 20, 2023; and

WHEREAS, District and Consultant desire to amend the Agreement to add an additional round of bid phase support on the roof scope of the project to the consultant services;

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 2. Term of the Agreement is amended to read:

**Term.** Consultant shall commence providing services under this Agreement on October 18, 2023 and will diligently perform as required and complete performance by November 30, 2024, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

2. Article 4 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 **One Hundred Six Thousand, Nine Hundred Dollars and Zero Cents (\$106,900.00)**. District shall pay Consultant according to the following terms and conditions:

- 4.1 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.

3. Exhibit A: is amended to read in its entirety:

**C. Fee Breakdown**

- Task I: Study/Assessment Phase
    - \$11,200
  - Task II: Construction Documents
    - \$62,100
  - Task III: Authority Having Jurisdiction
    - \$5,300
  - Task IV: Bidding/Contract Administration
    - \$8,700
  - Task V: Contract Administration
    - \$14,100
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: \_\_\_\_\_, 2024

Dated: \_\_\_\_\_, 2024

**SOLANO COMMUNITY COLLEGE  
DISTRICT**

**HMR Architects, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Lucky Lofton  
Print Title: V.P., Facilities and Executive  
Bonds Manager

Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_