

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #1 TO AEDIS ARCHITECTS
FOR ARCHITECTURAL SERVICES FOR THE CAMPUS-
WIDE INTERIOR REFRESH (PHASE 1) PROJECT**

REQUESTED ACTION:

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

SUMMARY:

On February 7, 2024, the Board approved a professional services contract to Aedis Architects for architectural services for the Campus-Wide Interior Refresh (Phase 1) Project on the Fairfield Campus. Board approval is now requested for Amendment #1 to extend the contract duration and to re-allocate unused third-party amounts.

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: NA Board Policy: NA Estimated Fiscal Impact: \$0 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

November 11, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ph.D.
Superintendent-President

November 20, 2024

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #1 TO AEDIS ARCHITECTS
FOR PROJECT INSPECTION SERVICES FOR THE
CAMPUS-WIDE INTERIOR REFRESH (PHASE 1)
PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The contract term for the General Contractor was extended to accommodate schedule delays. As a result, it is necessary to extend the professional services term for Aedis Architects to align with this extended schedule. There are also unused third-party cost estimator and owner's allowance funds, which will be included in the Basis Services portion of the amended contract.

Agreement Summary:

\$ 402,070.00	Current Contract Amount
\$ 0.00	Proposed Amendment #1
\$ 402,070.00	New Contract Amount

The Board is asked to approve this no-cost Amendment #1 to Aedis Architects for time extension through January 31, 2025.

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

AMENDMENT #1 TO AGREEMENT

PARTIES

This **FIRST** 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 February 7, 2024, for architectural services related to the District's Fairfield Campus **Campus-Wide Interior Refresh Project (Phase 1)** ("Project"); and

WHEREAS, District and Consultant agree to amend the Agreement to modify the original services being performed for the **Campus-Wide Interior Refresh Project (Phase 1)**; 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 1. Term of the Agreement is amended to read:

Term. Consultant shall commence providing services under this Agreement on February 7, 2024, and will diligently perform as required and complete performance by January 31, 2025, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

2. Article 3. Compensation of the Agreement is amended to read:

Compensation. District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **FOUR HUNDRED TWO THOUSAND, SEVENTY DOLLARS AND 00/100 (\$402,070.00)**. 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. The schedule of deliverable Services to be produced is as follows:

3.1.1	<u>Basic Services (fixed fee)</u>	<u>\$ 402,070.00</u>
3.1.2	<u>Third Party Cost Estimator</u>	<u>\$ 0.00</u>
3.1.3	<u>Owner's Allowance</u>	<u>\$ 0.00</u>

3. Exhibit A description of the scope of work shall be amended to include the following:

Additional Services

- Phase 1B (Building 500 & 800) Construction Administration Services.
 - Proposed no-cost change to the original contract (breakdown below):
 - Unused Third-Party Cost Estimator amount: \$16,500.00;
 - Unused Owner's Allowance amount: \$36,370.00; and
 - The Unused Third-Party Cost Estimator and Owner's Allowance portion of the original Contract shall be included in the Basic Services (fixed fee) portion of the amended contract.
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

AEDIS ARCHITECTS

By: _____

By: _____

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

Print Name: _____
Print Title: _____