

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #1 TO HMR ARCHITECTS,
INC. FOR ADDITIONAL PROFESSIONAL SERVICES FOR
THE BUILDING 1900 PARKING LOT AND STORAGE
BUILDING PROJECT**

REQUESTED ACTION:

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

SUMMARY:

On December 20, 2023, the Board approved a professional services contract to HMR Architects, Inc. to provide Architectural/Engineering services for the Building 1900 Parking Lot and Storage Building Project on the Fairfield Campus. Board approval is requested for Amendment #1 to increase the original professional services fee and to extend the contract duration of the Agreement with HMR Architects for the additional professional services needed for this 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: Renovating existing instructional space and equipment.

Ed. Code: N/A Board Policy: N/A Estimated Fiscal Impact: \$4,250 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**

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SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The Design Phase for this project has taken longer than originally anticipated. Additional services are also required for the procurement of the pre-engineered metal storage building. This additional scope of work is beyond the original scope of the Consultant contract.

\$ 280,600.00	Current Contract Amount
<u>\$ 4,250.00</u>	<i>Proposed Amendment #1</i>
\$ 284,850.00	<i>New Contract Amount</i>

The Board is asked to approve this contract Amendment #1 to HMR Architects, Inc. in an amount not to exceed \$4,250.00 and for time extension through May 30, 2025.

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

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated December 20, 2023, for Architectural Engineering Services for the design and construction administration of the Fairfield Campus **Building 1900 Parking Lot and Storage Building Project** ("Project"); and

WHEREAS, District and Consultant agree to amend the Agreement to modify the services performed for the District's **Building 1900 Parking Lot and Storage Building 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 2. Term of the Agreement is amended to read:

2. Term. Consultant shall commence providing services under this Agreement on **December 20th, 2023**, and will diligently perform as required and complete performance by **May 30th, 2025**, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

2. Section 4. Compensation of the Agreement is amended to read:

4. Compensation. District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not-to-exceed **Two Hundred Eighty-Four Thousand, Eight Hundred Fifty Dollars and 00/100 (\$284,850.00)**. This fee is a total of the June 7, 2023, Agreement in the amount of \$280,600.00 and Amendment #1 in the amount of \$4,250.00. 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 'Responsibilities and Services of Architect', Section 'B. Basic Services' shall be amended to include the following, in addition to items already listed:

A. Add Service Description

Provide a PEMB specification for use by Solano Community College to solicit bids from PEMB manufacturers for the new facilities warehouse building.

B. Scope of Work

Provide drawings and specifications for a PEMB based on the existing PEMB storage building in the facilities yard.

C. Fee Agreement

The following fixed fee agreement is the basis for payment for the work described in Part A – Scope of Work

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: _____