

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONTRACT AMENDMENT #3 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, and July 17, 2024, the Board approved Amendments #1 and #2 to increase the original professional services agreement with Aedis Architects for additional services.

*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: \$19,920.00 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**

November 25, 2024

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ph.D.  
Superintendent-President

December 4, 2024

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

Board approval is now requested for Amendment #3 additional design services needed for additional project scope.

The Building 1600 Modernization Project needed to be rebid. In order to complete a new bidding effort, the consultant needs to perform additional bidding support services. This includes addressing new Bid Phase RFI(s), coordination with the bond team on the rebid effort, and the development of a conformed set of bid documents. In addition to the items noted above, the Consultant will also provide Furniture Fixtures & Equipment (FF&E) Design Services. The scope will include layout, furniture and finish selections, and coordination with manufacturers.

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 No. 1  
\$ 25,245.00 Approved Amendment No. 2  
\$ 19,920.00 Proposed Amendment No. 3  
\$ 943,840.00 Proposed New Contract Amount

The Board is asked to approve this contract Amendment #3 to Aedis Architects in an amount not to exceed \$19,920.00.

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

## **AMENDMENT #3 TO AGREEMENT**

### **PARTIES**

This **Third** 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 previously amended the Agreement on July 17, 2024, 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 Forty-Three Thousand, Eight Hundred Forty Dollars and 00/100 (\$943,840.00)** 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, Amendment #2 in the amount of \$25,245.00, and Amendment #3 in the amount of \$19,920.00.

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

6.1.2.6. Amendment No. 03: \$19,920.00

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:
  - Rebidding of General Contractor scope. Includes all bid phase efforts, including but not limited to; bid phase RFIs, Coordination with Bid Phase Contractors, Coordination with District, and development of bid phase conformed documents.
  - Furniture Fixtures & Equipment (FF&E) Design Services. Scope includes layout, furniture and finishes selection, coordination with District and Manufacturers. Meetings with District, including color boards.
  - All design items listed above shall be reviewed and approved by DSA.
3. Exhibit C "Schedule of Services", shall be amended to include the following, in addition to tie items already listed in the original agreement and all previous amendments.
  - F. Bidding Phase: June 5<sup>th</sup>, 2024 – January 16<sup>th</sup>, 2025
  - G. Construction Duration: February 3<sup>rd</sup>, 2025 – January 31<sup>st</sup>, 2026
  - H. Closeout Phase: November 3<sup>rd</sup>, 2025 – December 31<sup>st</sup>, 2025
  - I. All times to complete tasks set forth in this Exhibit are of the essence, as indicated in the Agreement. If delays in the Schedule of Services are incurred as a result of the District's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in the Schedule of Services if deemed necessary to meet the deadline set forth in this Exhibit. If approved, those extensions shall be authorized in writing by the District.
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

**SOLANO COMMUNITY COLLEGE DISTRICT**

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

Print Name: Lucky Lofton

Print Title: VP, Facilities and Executive  
Bonds Manager

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

**AEDIS ARCHITECTS**

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

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

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