

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONTRACT AMENDMENT #3 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, and July 17, 2024, Board approval was received for Amendments #1 and #2, respectively. Board approval is now requested for Amendment #3 to expand the scope of services to extend the schedule and provide additional Construction Administration support for the project.

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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: N/A Board Policy: N/A Estimated Fiscal Impact: \$3,875 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

May 27, 2025

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims-Butler, Ph.D.
Superintendent-President

June 4, 2025

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The consultant amendment is to extend the contract term and to provide additional support during the extended construction period. The project experienced delays due to ongoing coordination installing a fall protection system on the roof, as well as working around the school schedule. This change extends the contract time to August 30, 2025.

\$ 106,900.00	Current Contract Amount
<u>\$ 3,875.00</u>	<i>Proposed Amendment #3</i>
\$ 110,775.00	<i>New Contract Amount</i>

The Board is asked to approve this contract Amendment #3 to HMR Architects, Inc. in the amount of \$3,875.00, and to extend the contract term.

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 **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 an extension of the contract time via Amendment #2.

WHEREAS, District and Consultant desire to amend the Agreement to provide additional services and extend the time in support of the Construction Administration phase of the roof 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 August 30, 2025, 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 Ten Thousand, Seven Hundred Seventy-Five Dollars and Zero Cents (\$110,775.00)**. 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
 - **\$17,975**
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: _____, 2025

Dated: _____, 2025

**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: _____