



**AGENDA ITEM**  
**MEETING DATE** September 18, 2019

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AMENDMENT #1 TO HMR ARCHITECTS  
FOR ADDITIONAL PROFESSIONAL SERVICES FOR THE  
B300 MODIFICATIONS: MAILROOM AND GRAPHICS  
PROJECT**

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

hoods in the future mailroom / graphics spaces.

\$ 26,800.00 Original Contract Amount  
\$ 13,700.00 Proposed Amendment #1  
\$ 40,500.00 New Contract Amount

The Board is asked to approve this contract Amendment #1 to HMR Architects in an amount not to exceed \$13,700.

The contract amendment is available online at:

<http://www.solano.edu/measureq/2019/190605%20Contract%20to%20HMR%20Architects%20BOT.pdf>

## AMENDMENT #1 TO AGREEMENT

### PARTIES

This **FIRST** Amendment to Agreement ("Amendment") is entered into between **Solano Community College District** ("District") and **HMR Architects** ("Consultant"), collectively the "Parties").

### RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated June 5, 2019, for coordination architectural services related to the District's B300 Modifications: Mailroom and Graphics 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 3. Compensation of the Agreement is amended to read:  
District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not-to-exceed **Forty Thousand Five Hundred Dollars (\$40,500)**. This fee is a total of the June 5, 2019 Agreement in the amount of \$26,800 and Amendment #1 in the amount of \$13,700. 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.
2. Exhibit A description of the scope of work shall be amended to include the following:  
  
Scope of work includes the removal of all fume hoods in the future mailroom and graphics services area. Includes the removal and proper capping of all utilities including glass pipping and mechanical ducts. Includes the removal of an eyewash/shower and the addition of (1) accessible sink and (1) utility sink. All existing casework will be removed from the future mailroom and graphics services areas.
3. 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).
4. 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: \_\_\_\_\_, 2019

Dated: \_\_\_\_\_, 2019

**SOLANO COMMUNITY COLLEGE  
DISTRICT**

**HMR Architects**

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

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

Print Name: Lucky Lofton  
Print Title: Executive Bonds Manager

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