

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

TO: **Members of the Governing Board**

SUBJECT: **CONTRACT AMENDMENT #2 TO HMR ARCHITECTS
FOR ADDITIONAL PROFESSIONAL SERVICES FOR THE
B300 MODIFICATIONS: MAILROOM AND GRAPHICS
PROJECT**

REQUESTED ACTION:

Information **OR** **Approval**
 Consent **OR** **Non-Consent**

SUMMARY:

On June 05, 2019 the Board approved a professional services contract to HMR Architects for architectural services for the B300 Modifications: Mailroom and Graphics Project. On September 18, 2019 the Board approved Amendment #1 to increase the original professional services agreement with HMR Architects for services related to the additional scope of removing all the existing fume hoods in the future mailroom/ graphics spaces.

Board Approval is now requested to award Amendment #2 to HMR Architects for engineering

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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: Provide new instructional space and equipment

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$3,250 Measure Q Funds</i>
SUPERINTENDENT'S RECOMMENDATION:		<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE
Lucky Lofton Executive Bonds Manager		
PRESENTER'S NAME		
4000 Suisun Valley Road Fairfield, CA 94534		
ADDRESS		Celia Esposito-Noy, Ed.D. Superintendent-President
(707) 863-7855		
TELEPHONE NUMBER		
Robert V. Diamond Vice President, Finance & Administration		December 4, 2019
VICE PRESIDENT APPROVAL		DATE APPROVED BY
November 22, 2019		SUPERINTENDENT-PRESIDENT
DATE SUBMITTED TO		
SUPERINTENDENT-PRESIDENT		

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SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

and design of a new variable refrigerant flow split system to serve the Graphic Services Area. This is needed due to the added heat load from the printing equipment.

\$ 26,800.00 Original Contract Amount
\$ 13,700.00 Approved Amendment #1
\$ 3,250.00 Proposed Amendment #2
\$ 43,750.00 New Contract Amount

The Board is asked to approve this contract Amendment #2 to HMR Architects in an amount not to exceed \$3,250.00.

The contract amendment is available online at <http://www.solano.edu/measureq/planning.php>

AMENDMENT #2 TO AGREEMENT

PARTIES

This **Second** 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 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-Three Thousand Seven Hundred Fifty Dollars (\$43,750)**. This fee is a total of the June 5, 2019 Agreement in the amount of \$26,800, Amendment #1 in the amount of \$13,700, and Amendment #2 in the amount of \$3,250. 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 additional engineering/ design work to add auxiliary cooling to the Graphic Services Area using a variable refrigerant flow split system with one condensing unit and two fan coil units. The size of the unit will be confirmed with load calculations.
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: _____