AGENDA ITEM
MEETING DATE November 19, 2015

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONTRACT AMENDMENT TO CA ARCHITECTS FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR SMALL CAPITAL PROJECTS – PORTABLE CLASSROOMS PHASE II

REQUESTED ACTION:
☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY:
Board approval is requested for a contract amendment to CA Architects for reimbursement of fees made by CA Architects to DSA on the District’s behalf for fees to review and approve the plans for the new portable classrooms installed on the Fairfield Campus.

The Board is asked to approve this contract amendment to CA Architects in the amount of $2,160 bringing the total overall contract amount to $33,660. The original contract was approved on June 17, 2015.

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

STUDENT SUCCESS IMPACT:
☐ Help our students achieve their educational, professional and personal goals
☐ Basic skills education
☐ Workforce development and training
☐ Transfer-level education
☒ Other: Increase capacity to support instructional spaces and equipment.

Ed. Code: Board Policy: 3225;3520 Estimated Fiscal Impact: $2,160 Measure Q Funds

SUPERINTENDENT’S RECOMMENDATION: ☒ APPROVAL ☐ DISAPPROVAL ☐ NOT REQUIRED ☐ TABLE

Thomas Beckett
Interim, Executive Bonds Manager

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Yulian Ligioso
Vice President, Finance and Administration

VICE PRESIDENT APPROVAL

Stan R. Arterberry
Interim Superintendent-President

November 6, 2015
DATE APPROVED BY SUPERINTENDENT-PRESIDENT

November 6, 2015
DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT
AMENDMENT TO AGREEMENT

PARTIES

This First Amendment to Agreement ("Amendment") is entered into between Solano Community College District ("District") and CA Architects (CAA) ("Consultant"), collectively the “Parties”.

RECITALS

WHEREAS, District and Consultant entered into a Professional Services Agreement ("Agreement"), dated June 17, 2015, for architectural and engineering services related for Small Capital Projects – Portable Classrooms Phase II ("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 4. 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 Thirty Three Thousand Six Hundred Sixty Dollars ($33,660.00). This fee is a total of the June 17, 2015 Agreement in the amount of $31,500 and Amendment #1 in the amount of $2,160. 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.

2. The term of the Agreement shall be extended until the Project has been completed, but in no event later than January 29, 2016, subject to further extension by agreement of the parties.

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: ____________, 20__

__SOLANO COMMUNITY COLLEGE DISTRICT__

By: ______________

Print Name: Yulian Ligioso
Print Title: Vice President Finance and Administration

Dated: ________________, 20__

By: ______________

Print Name: ______________
Print Title: ______________