

**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.

<i>Ed. Code:</i>	<i>Board Policy: 3225;3520</i>	<i>Estimated Fiscal Impact: \$2,160 Measure Q Funds</i>
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**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**

November 6, 2015

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

**Stan R. Arterberry**  
Interim Superintendent-President

November 6, 2015  
**DATE APPROVED BY  
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\_\_

Dated: \_\_\_\_\_, 20\_\_

**SOLANO COMMUNITY COLLEGE  
DISTRICT**

\_\_\_\_\_

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

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

Print Name: Yulian Ligioso

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

Print Title: Vice President  
Finance and Administration

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