

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONTRACT AMENDMENT TO HENLEY ARCHITECTS & ASSOCIATES FOR ARCHITECTURAL SERVICES FOR BUILDING 600 (ADMINISTRATION) RENOVATION PROJECT

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested to amend the previously approved architectural services agreement with Henley Architects & Associates for Building 600 (Administration) Renovation project. The original contract was executed on October 14, 2010. This contract amendment will include additional time required for completion of value engineering, design and construction administration services associated with a new sidewalk and gate.

The Board is asked to approve a contract amendment to Henley Architects & Associates in the amount of \$28,483.00.

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

Government Code: N/A Board Policy: Estimated Fiscal Impact: \$28,483 Measure G Funds

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Leigh Sata
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Administration
ORGANIZATION

March 6, 2015

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

March 6, 2015
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

AMENDMENT TO AGREEMENT

PARTIES

This Third Amendment to Agreement ("Amendment") is entered into between Solano Community College District ("District") and Henley Architects & Associates ("Consultant"), collectively the "Parties").

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated October 14, 2010 for services related to Building 600 Administration Renovation.

WHEREAS, District and Consultant previously amended the Agreement on August 20, 2014 and

WHEREAS, District and Consultant desire to amend the Agreement to provide design and construction administration services for addition of sidewalk and gate to President's Patio and time associated with additional value engineering 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 6.1 of the Agreement is amended to read in its entirety:
6.1. The District shall pay Architect for all Services contracted for under this Agreement an amount equal to the following ("Fee"):
Five Hundred Sixty Four Thousand One Hundred Seventy Dollars (\$564,170) based on the rates set forth in Exhibit "D" of the agreement. This fee is a total of October 14, 2010 and August 20, 2014 Agreement in the amount of \$535,687 and Amendment #3 in the amount of \$28,483.
2. Section G.13. in Exhibit A is added to the Agreement to read:
Architect shall provide design services to address additional scope of work for the Building 600 Administration Renovation project. Architect shall design, gain agency approvals and administer construction oversight for an additional sidewalk and gate into the President's Patio area of the building. Architect and their consultants shall provide additional value engineering services to identify areas of scope that could be eliminated to reduce the scope of the project to be closer to approved budget costs. Per the contract documents the Architect will be reimbursed for applicable expenses.
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: JOWEL C. LAGUERRE, Ph.D.

Print Name: _____

Print Title: Superintendent-President

Print Title: _____