

AMENDMENT TO AGREEMENT

PARTIES

This First Amendment to Agreement ("Amendment") is entered into between Solano Community College District ("District") and ED2 International ("Consultant"), collectively the "Parties").

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated October 15, 2014, for services related to Biotechnology & Science Building ("Project"); and

WHEREAS, District and Consultant desire to amend the Agreement to provide technical review of the Design Build Entity proposals and Biotech swing space design 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. Article 6.1 of the Agreement is amended to read in its entirety:
Fee and Method of Payment: The District shall pay Architect for all Services contracted under this Agreement an amount equal to the following ("Fee"): An amount equal to Five Hundred Fifty Thousand Three Hundred Thirty Dollars and No Cents (\$550,330). This fee is a total of October 15, 2014 Agreement in the amount of \$475,000 and Amendment # 1 in the amount of \$ 75,330.
2. Exhibit A – Scope of Project is added to the Agreement to read:
 - Participation in confidential meetings with DBEs related to proposed design competition plans and design criteria to assist DBEs in completion of design proposals. Total not to exceed for this scope of work is \$ 7,980.
 - Attendance at one (1) scoring workshop and one (1) all-day 3-DEB evaluation meeting to review DBE submittals providing comments and recommendations. Total not to exceed for this scope of work \$ 18,880.
 - Additional design efforts to include evaluation of user workshop schedules, program and budget expansion, and examination of 6 design schemes. Total not to exceed for this scope of work \$ 42,210 and it includes time of all subconsultants.
 - Swing Space design to include architectural schematic plan and electrical narrative memo/report. The contractor will be responsible for coordination with FF&E procurement consultant. The work will include planning the location of owner-furnished equipment, plumbing fixtures to include a new emergency shower and eyewash, ice machine, hand washing sink, and a written memo description of electrical work including Wiremold and power poles. Total not to exceed for this scope of work \$6,260.
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: Stan R. Arterberry

Print Name: _____

Print Title: Interim Superintendent-
President

Print Title: _____