

AMENDMENT TO AGREEMENT

PARTIES

This [FIRST] Amendment to Agreement ("Amendment") is entered into between Solano Community College District ("District") and Utelogy ("Consultant"), collectively the "Parties").

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated June 3, 2015, for professional services related to Small Capital Projects - Portable Classrooms Phase I; and

WHEREAS, District and Consultant desire to amend the Agreement to add professional services for the Small Capital Projects - Building 1600 Classroom Improvements and Portable Classrooms Phase II.

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 in its entirety: District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Nineteen Thousand Seven Hundred Fifty Dollars (\$19,750.00). This fee is a total of June 3, 2015 Agreement in the amount of \$11,800 and Amendment #1 in the amount of \$7,950. 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. The term of the Agreement shall be extended until the Project has been completed, but in no event later than December 2016 subject to further extension by agreement of the parties.

3. Consultant shall provide professional services for Building 1600 and Portable Classroom Phase II. Scope of work includes:

Coordination services for the deployment of smart classroom technology to the new modular classroom #D and to new classrooms in Building 1600 (rooms 1635 and 1638). The scope of work also includes the provisioning and configuration of the Utelogy audio/visual system and commissioning activities to the newly installed components and equipment located in these new classrooms.

4. 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).

5. 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 ARTERBERRY

Print Name: _____

Print Title: Interim Superintendent-President

Print Title: _____