

## **AMENDMENT TO AGREEMENT**

### **PARTIES**

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

### **RECITALS**

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated November 19, 2014, for services related to Autotechnology Building ("Project"); and

WHEREAS, District and Consultant desire to amend the agreement to reflect a revised project schedule and contract language related to the specifics of the Automotive Technology project. The project schedule was updated for the additional time needed to complete the site selection. This is a no-cost contract amendment.

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 1.1.2 of the Swinerton Management and Consulting Construction Management Services Agreement is amended to include the following:  
Criteria Architect: The Architect responsible for preparing Criteria Documents for inclusion in the Design/Build Request for Proposals. Criteria Documents are Design/Build Contract Document.  
Architect of Record: The Architect responsible for preparing Construction Documents utilized by the Design/Builder to permit and construct the Project.

Article 1.1.9 of the Agreement is deleted and replaced to read in its entirety:  
Construction Cost Budget: The total cost to District of all elements of the Project designed and constructed by the Design/Builder. The Construction Cost Budget does not include the compensation of the Criteria Architect, the Program Manager (if any), the Construction Manager and any subconsultants, the cost of the land, rights-of-way, or financing which are the responsibility of the District.

Article 1.1.12 of the Agreement is deleted and replaced to read in its entirety:  
Design/Builder: The entity responsible for design and construction of the project. Design/Builder shall be a General Contractor licensed in the State of California.

Article 1.1.13 of the Agreement is amended to include:  
Both the Criteria Architect and Architect of Record shall have Design Teams.

Article 2.7 of the Agreement is deleted and replaced to read in its entirety:  
Additional Scope of Work: Should the District's Board determine to expand the scope of the Project and/or supplement the Project Budget based upon availability of additional funds, Construction Manager agrees to perform the additional scope of work in accordance with Exhibit B, Item 1.

Article 5 of the Agreement is amended to include the following:  
"Architect" and "Design Team" are replaced with "Criteria Architect"

“re-bid” is replaced with “re-issue a Request for Proposals for”  
“bids” is replaced with “Proposals”  
“drawings and specifications” is replaced with “Criteria Documents”  
“for re-bidding” is replaced with “, and re-issuing a Request for Proposals”  
“bidding” is deleted; “bid” is replaced with “Proposal”

Article 5.2 is deleted and replaced to read in its entirety:  
The Construction Cost Budget shall be the total cost to District of all elements of the Project designed and constructed by the Design/Builder, as defined in Article 1.

Article 5.5 of the Agreement is deleted in its entirety.  
Article 9.1 is amended to delete “effective immediately” and is replaced with “effective within 7 days of being noticed.”

**Exhibit A** the Swinerton Management and Consulting Construction Management Services Agreement is amended to include the following:

Article 1.8: MIS is anticipated to be Eadoc or a similar system.  
Articles 1.10 – 1.14 are amended as follows:  
“Bidders” is replaced with “Proposers”  
“Bids” is replaced with “Proposals”  
“Bid” is replaced with “Design/Build RFP”

Article 3.7 is deleted and replaced to read in its entirety:  
Review progress D/B Documents for conformance to the D/B Contract Documents. The recommendations resulting from such review shall be provided to the District and Design/Builder in writing or as notations on the design documents.

Articles 4 and 5 are amended as follows:  
“construction contractor(s)” is replaced with “Design/Builder”  
“Bridging” is replaced with “Criteria”

Article 4.1 is deleted and replaced to read in its entirety:  
Review Design/Build cost estimates to ensure compliance with District project budget. Review the Design/Builder’s monthly detailed Schedule of Values and Payment Application against work completed. Review to assess compliance with the requirements of the Criteria Documents and Design/Build RFP.

Article 4.5 is deleted in its entirety.

Article 4.7 is amendment as follows:  
“construction contractor(s)” is replaced with “Design/Builder”  
“plans and specifications” is replaced with “Contract Documents”  
“specifications are met,” is replaced with “requirements of the D/B Contract Documents are”

Article 4.14 is amendment as follows:  
“construction” is replaced with “Design/Build”  
“contractor(s)” is replaced with “Design/Builder”

Article 4.21 is amendment as follows:  
contractor’s” is replaced with “Design/Builder”

Article 4.25.1 is deleted and replaced to read in its entirety:

To guard District against defects in the work of the construction contractor(s), the Construction Manager shall establish and implement a quality control (QC) and quality assurance (QA) program to monitor the quality and workmanship of construction for conformity with.

Article 5.2 as written is deleted and a new article 5.2 is added as follows:  
District will made available Maintenance and Operations staff for start-up, testing and training.

**Exhibit B** the Swinerton Management and Consulting Construction Management Services Agreement is amended to include the following:

Item 1 is deleted and replaced to read in its entirety:

Providing services required because of reasonable documented and approved changes in the Project initiated by the District or by the Design/Builder, including but not limited to size, quality, complexity, the District's schedule, or method of bidding or negotiating and contracting for construction.

Item 13 is added to Exhibit B as follows:

CM may be compensated for any additional time required for training and familiarization of assigned projects due to changes in District and/or Program Management personnel.

**Exhibit C** the Swinerton Management and Consulting Construction Management Services Agreement is amended to include the following:

- Autotechnology Revised Schedule June 2015
  
- 2. 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).
  
- 3. 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: \_\_\_\_\_

