

AMENDMENT TO AGREEMENT

PARTIES

This First Amendment to Agreement ("Amendment") is entered into between Solano Community College District ("District") and Kitchell Capital Expenditure Managers, Inc. ("Consultant"), collectively the "Parties").

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated November, 5, 2014, for services related to Measure Q Program and Design Management ("Project"); and

WHEREAS, District and Consultant desire to amend the Agreement to provide program and design management services for the Science Building Project.

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 Program Manager equal to six million, five hundred fourteen thousand, nine hundred fifteen dollars and no cents. (\$6,514,915). This fee is a total of November 5, 2014 Agreement in the amount of \$6,376,735 and Amendment # 1 in the amount of \$138,180.
2. Exhibit A – Scope of Project is added to the Agreement to read:
 - Management of the Design/Build Entity pre-qualification and selection, bridging documents and procurement of Construction Management services for the Science Building Project.
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: _____