

AMENDMENT #1 TO AGREEMENT

PARTIES

This **FIRST** Amendment to Agreement ("Amendment") is entered into between **Solano Community College District** ("District") and **HMR Architects** ("Consultant"), collectively the "Parties").

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated October 6th, 2021, for architectural services related to the District's Fairfield Campus **Early Learning Center Modernization Project** ("Project"); and

WHEREAS, District and Consultant agree to amend the Agreement to modify the original services being performed for the **Early Learning Center Modernization Project**; and

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 4. Compensation of the Agreement is amended to read:

4. Compensation. District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not-to-exceed **One Hundred Fifty-Seven Thousand, Seven Hundred Fifty and 00/100 Dollars (\$157,750.00)**. This fee is a total of the October 6th, 2021 Agreement in the amount of \$152,000.00 and Amendment No. 01 in the amount of \$5,750.00. District shall pay Consultant according to the following terms and conditions:

4.1. 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.

- 4.1.1. Design Development Phase: \$32,250.00
- 4.1.2. Construction Drawing Phase: \$86,000.00
- 4.1.3. Agency Review Phase: \$7,400.00
- 4.1.4. Bid Phase: 5,300.00
- 4.1.5. Contract Administration: \$21,050.00
- 4.1.6. Amendment 01 - Design Development: \$1,500.00
- 4.1.7. Amendment 01 - Construction Drawings: \$3,500.00
- 4.1.8. Amendment 01 - DSA: \$500.00
- 4.1.9: Amendment 01 - Construction Closeout Admin: \$250.00

2. Exhibit A 'Description of Services to be Performed by Consultant', Section 'Scope of Work and Deliverables' shall be amended to include the following, in addition to items already listed:

- Amendment 01 Additional Services include to research options to prevent sound from travelling through the central kitchen to classrooms on either side and provide a ROM cost for each option. Once an option is selected by the District, then HMR Architects will provide a Construction Change Document

(CCD) to DSA for review and approval.

- All design items listed above will be reviewed and approved by DSA.

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: _____, 2023

SOLANO COMMUNITY COLLEGE DISTRICT

By: _____

Print Name: Lucky Lofton
Print Title: VP, Facilities and Executive
Bonds Manager

Dated: _____, 2023

HMR ARCHITECTS

By: _____

Print Name: _____
Print Title: _____