

## **AMENDMENT #2 TO AGREEMENT**

### **PARTIES**

This SECOND Amendment to Agreement ("Amendment") is entered into between Solano Community College District ("District") and **BrookTrout Designs** ("Consultant"), collectively the "Parties").

### **RECITALS**

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated December 21, 2022, for Architectural Engineering Services for the design and administration of the Fairfield Campus Gym Audio-Video Enhancement Project ("Project"); and

WHEREAS, District and Consultant agreed to amend the Agreement for reimbursement of DSA Fee's via Amendment #1 dated May 17, 2023; and

WHEREAS, District and Consultant desire to amend the Agreement to increase the contract value to include services to address Access Compliance review with DSA;

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 4 of the Agreement is amended to read in its entirety:

**Compensation.** District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Sixty-Six Thousand, Eight Hundred Eight Dollars and Thirty-Nine Cents (\$66,808.39)**. 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.

2. Exhibit A: Scope of Work, DSA Review, is amended to read in its entirety:

#### **DSA Review**

- Provide one (1) Over the Counter (OTC) DSA Review:
  - Includes Addition of Site Plan to Construction Document set to address DSA Comments.
  - Includes assistance in obtaining enforcement agency approval for access compliance.

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

Dated: \_\_\_\_\_, 2023

**SOLANO COMMUNITY COLLEGE  
DISTRICT**

**BrookTrout Designs**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Lucky Lofton  
Print Title: V.P., Facilities and Executive  
Bonds Manager

Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_