

AMENDMENT #1 TO AGREEMENT

PARTIES

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

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated October 18, 2023, for Architectural Engineering Services for the design and construction administration of the Fairfield Campus B1400 Modernization Project ("Project"); and

WHEREAS, District and Consultant desire to amend the Agreement to increase the contract value to include services to design replacement of lockdown hardware and electrification of the operators;

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 **One Hundred Four Thousand, Six Hundred Dollars and Zero Cents (\$104,600.00)**. 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.

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

A. Scope of Work

- The electrical engineer will visit the site, create electrical drawings, answer questions during DSA Review, bidding, and provide contract administration. HMR Shall create separate construction document sets for the two scopes of work. Having two sets will require additional bidding and contract administration phases for HMR.

C. Fee Breakdown

- Task I: Study/Assessment Phase
 - \$11,200
- Task II: Construction Documents
 - \$62,100

- Task III: Authority Having Jurisdiction
 - \$5,300
 - Task IV: Bidding/Contract Administration
 - \$6,400
 - Task V: Contract Administration
 - \$14,100
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**

HMR Architects, Inc.

By: _____

By: _____

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

Print Name: _____
Print Title: _____