



**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM**

**TO: Members of the Governing Board**

**SUBJECT: AMENDMENT #2 TO MADI ARCHITECTURE FOR THE  
HORTICULTURE SITE IMPROVEMENTS PROJECT**

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

approved Amendment #1 to decrease the contract amount by \$50,000. Board approval is requested for award of Amendment #2, which will have no cost impact, to extend the original contract term to October 4, 2019. The contract term extension is necessary for the consultant to administer project closeout and certification with DSA.

Contract Summary:

\$ 135,000.00 Original Contract  
\$ (50,000.00) Previously Approved Amendments (1)  
\$ 0.00 Proposed Amendment #2  
\$ 85,000.00 New Contract Amount if Amendment #2 is Approved

The Governing Board is asked to approve Amendment #2 to MADI Architecture to extend the contract term to October 4, 2019.

**AMENDMENT #2 TO AGREEMENT**

**PARTIES**

This second Amendment to Agreement ("Amendment") is entered into between Solano Community College District ("District") and **MADI Architecture** ("Consultant"), collectively the "Parties").

**RECITALS**

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated July 15, 2016, for services related to **Horticulture Site Improvements Project** ("Project"); and

WHEREAS, District and Consultant previously amended the Agreement on February 21, 2018: and

WHEREAS, District and Consultant desire to amend the Agreement to provide additional hours of Project Management Advisory Services,

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 1 of the Agreement is amended to read in its entirety:  
**"Term.** Consultant shall commence providing services under this Agreement on July 16, 2015 and will diligently perform as required and complete performance by October 4, 2019, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
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: \_\_\_\_\_, 2019

Dated: \_\_\_\_\_, 2019

**SOLANO COMMUNITY COLLEGE DISTRICT**

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

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

Print Name: Lucky Lofton  
Title: Executive Bonds Manager

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

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