

AMENDMENT # 4 TO AGREEMENT

PARTIES

This Third 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 **Program Management Services** ("Project"); and

WHEREAS, District and Consultant previously amended the Agreement on August 19, 2015, March 21, 2018, and January 16, 2019, and

WHEREAS, District and Consultant agree to amend the Agreement to extend the services being performed for Measure Q Program Management beyond May 31, 2020,

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 an amount equal to Eleven Million, Six Hundred Four Thousand, Three Hundred Sixty Nine Dollars and No Cents (\$11,604,369). This fee is a total of November 5, 2014 Agreement in the amount of \$6,376,735, the August 19, 2015 Amendment #1 in the amount of \$138,180, the March 21, 2018 Amendment #2 in the amount of \$2,668,000, the January 16, 2019 Amendment #3 in the amount of \$26,398, and the December 18, 2019 Amendment #4 in the amount of \$2,395,056.
2. The first sentence in Article 4 shall be revised to read:
The duration of Program Manager's Services under this Agreement shall be from June 1, 2014, through May 31, 2022.
3. Exhibit "D", Hourly Rates, item 1 is amended to read in its entirety:
The following hourly rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed during the term of Amendment #4 (June 1, 2020 – May 31, 2022). Program Manager shall bill in quarter-hour increments for all Extra Services.

POSITION	
Program Executive	\$228
Program Manager	\$207
Sr. Project Manager	\$197
Fiscal Controls Manager	\$185
Clerical	\$79
Estimating/EAS	\$160

4. 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).

5. 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**

**KITCHELL CAPITAL EXPENDITURE
MANAGERS, INC.**

By: _____

By: _____

Print Name: Lucky Lofton

Print Name: _____

Print Title: Executive Bonds Manager

Print Title: _____