

**AMENDMENT # 2 TO AGREEMENT  
FOR CONSTRUCTION MANAGEMENT (CM) SERVICES**

This Second Amendment to Agreement is entered into on this 3<sup>rd</sup> day of August, 2022, by and between the Solano Community College District ("District") and **Swinerton Management and Consulting** ("Construction Manager"), (each a "Party" and, together, "Parties") as follows:

**RECITALS**

WHEREAS, the Parties entered into the Agreement for Construction Management Services on June 19<sup>th</sup>, 2019 ("Agreement"), relating to the **Library/Learning Resource Center Project (Building 100 Replacement)** at the Fairfield Campus, located at 4000 Suisun Valley Road, Fairfield, CA 94534 ("Project"), as further described in the Agreement;

WHEREAS, pursuant to the Agreement, CM's contract price for professional services ("Services") satisfactorily rendered is a not-to-exceed amount of One Million, Six Hundred Fifty-Two Thousand, Seven Hundred Ninety-Nine Dollar and Zero Cents (\$1,652,799.00) ("Fee");

WHEREAS, the Parties previously amended the Agreement through incorporation of Amendment #1 dated December 15, 2021;

WHEREAS, previously identified and continuing COVID-19 delays to the project delivery schedule have resulted in an additional one-month construction schedule completion date extension;

WHEREAS, through negotiation, the Parties wish to amend the Agreement to increase the Fee in the amount of Sixteen Thousand, One Hundred Forty-Eight Dollars and Zero Cents (\$16,148.00);

WHEREAS, the new Fee will be Two Million, Four Hundred Fourteen, Eight Hundred Eighty-Two Dollars and Zero Cents (\$2,414,882.00); and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth above and contained herein, the Parties agree as follows:

**1. Amendments to Agreement.**

Article 6. Fee And Method Of Payment For Basic Services

- 6.1 District shall pay Construction Manager an amount not to exceed **Two Million, Four Hundred Fourteen, Eight Hundred Eighty-Two Dollars and Zero Cents (\$2,414,882.00)** for all services contracted for under this Agreement, Amendment #1 and Amendment #2 of this Agreement, and based upon the Fee Schedule set forth in **Exhibit "D"** as included in the original Agreement.

**2. Other Provisions Reaffirmed.**

All other provisions of the Agreement shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Agreement, the provisions of this Amendment #2 shall control.

**IN WITNESS WHEREOF**, the Parties have executed and entered into this Amendment #2 as of the date set forth above.

Dated: \_\_\_\_\_, 2022

Dated: \_\_\_\_\_, 2022

**Swinerton Management and Consulting**

**Solano Community College District**

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

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

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

Print Name: Lucky Lofton

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

Title: Executive Bonds Manager