

## **AMENDMENT #2 TO AGREEMENT**

### **PARTIES**

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

### **RECITALS**

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated May 18<sup>th</sup>, 2022, for architectural services related to the District's Fairfield Campus **Building 300 Modernization Project** ("Project"); and

WHEREAS, District and Consultant previously amended the Agreement on December 7<sup>th</sup>, 2022, for additional architectural services related to the District's Fairfield Campus **Building 300 Modernization Project** ("Project"); and

WHEREAS, District and Consultant agree to further amend the Agreement to modify the services performed on the District's **Building 300 Modernization Project**; and

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 4. Compensation of the Agreement is amended to read:

**4. Compensation.** District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not-to-exceed **Three Hundred Twenty-Two Thousand, Seven Hundred Eighty-Five and 00/100 Dollars (\$322,785.00)**. This fee is a total of the May 18<sup>th</sup>, 2022 Agreement in the amount of \$218,735.00, Amendment #1 in the amount of \$25,885.00, and Amendment #2 in the amount of \$88,165.00. 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 'Description of Services to be Performed by Consultant', Section 'Scope of Work and Deliverables' shall be amended to include the following, in addition to items already listed in the original Agreement and all previous Amendments:

- Conversion of Room 303 in building 300 into new Adjunct Faculty Space.
  - Remove all science casework and lab desks including removal of the glass p-traps.
  - Remove all fume hoods.
  - Create a completely open space that can then be filled with "hotel space" cubicles (or desks). The space will be partitioned using furniture, fixtures and equipment.
  - Add a large conference table with a projector/screen.

- Add a "coffee station" with a sink. (utilize existing water/drain connections). Insta-hot will be needed.
- Add keypad hardware to the entry door for access.
- Site verification of all utilities.
- Modifications for power, lighting, and controls.
- T-24 upgrades for lighting, power and mechanical units.
- Fire alarm modifications for new configurations and room use.
- Capping and reconfiguration of all existing plumbing in the room.
- Management of submission to DSA as an addendum.
- Color boards generation for color selections by the District.
- Construction administration for additional work.
- All design items listed above will be reviewed and approved by DSA.

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**

**AEDIS ARCHITECTS**

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

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

Print Name: Lucky Lofton  
 Print Title: VP, Facilities and Executive Bonds Manager

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