

AMENDMENT #1 TO AGREEMENT

PARTIES

This **FIRST** 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 18th, 2022, for architectural services related to the District's Fairfield Campus **Swimming Pool Pool Deck Replacement Project** ("Project"); and

WHEREAS, District and Consultant agree to amend the Agreement to modify the original services being performed for the **Swimming Pool Deck Replacement 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 **One Hundred Ninety-Nine Thousand, Fifteen and 00/100 Dollars (\$199,015.00)**. This fee is a total of the May 18th, 2022 Agreement in the amount of \$163,965.00 and Amendment #1 in the amount of \$35,050.00. 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:
 - Removal and replacement of raised deck for ADA compliance. The existing deck exceeds the allowable cross slope and therefore needs replacement.
 - Adding outdoor showers, including one (1) ADA shower. Tepid water required.
 - Provide hot/cold water connection for temporary diving tub.
 - Replacement/redesign of existing long bench used to conceal hydronic piping.
 - Provide competitive starting blocks and anchors.
 - 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: _____, 2022

Dated: _____, 2022

SOLANO COMMUNITY COLLEGE DISTRICT

AEDIS ARCHITECTS

By: _____

By: _____

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

Print Name: _____
Print Title: _____