

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

WHEREAS, District and Consultant previously amended the Agreement on September 7th, 2022, for additional architectural services related to the District's Fairfield Campus **Pool Deck Replacement Project** ("Project"); and

WHEREAS, District and Consultant agree to further amend the Agreement to modify the services performed on the District's **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 **Two Hundred Twenty-Three Thousand, Seven Hundred Sixty-Five and 00/100 Dollars (\$223,765.00)**. This fee is a total of the May 18th, 2022 Agreement in the amount of \$163,965.00, Amendment #1 in the amount of \$35,050.00, and Amendment #2 in the amount of \$24,750.00. 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:

- Addition of an approximately 9-foot fence with gate between the pool enclosure and Building 1700A.
- At the North pool access, removal of one set of double doors and replacement of existing hardware at the existing door to remain.
- Addition of motion activated lights at the new fence/gate location, as well as along the whole West and South side of the pool enclosure.
- 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: _____