

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 June 21, 2023, for architectural services related to the District's Fairfield Campus **Building 1600 Modernization Project** ("Project"); and

WHEREAS, District and Consultant agree to amend the Agreement to modify the original services being performed for the **Building 1600 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. Article 6. Fee and Method of Payment, of the Agreement is amended to read:

Article 6. Fee and Method of Payment

6.1. The District shall pay Architect for all Services contracted for under this Agreement an amount to the following ("Fee"):

An amount equal to **Eight Hundred Ninety-Eight Thousand, Six Hundred Seventy-Five and 00/100 Dollars (\$898,675.00)** based on the rates set forth in **Exhibit "D"**. This fee is the total of the June 21, 2023 Agreement in the amount of \$858,250.00 and Amendment #1 in the amount of \$40,425.00.

6.1.1. The schedule of deliverable services to be produced is as follows;

6.1.2.1. Basic Services: \$828,000.00

6.1.2.2. Third Party Estimator: \$27,750.00

6.1.2.3. Reimbursable Expenses Allowance: \$2,500.00

6.1.2.4. Amendment No. 01: \$40,425.00

6.2. The District shall pay Architect the fee pursuant to the provisions of **Exhibit "D"**.

6.3. Architect shall bill its work under this Agreement in accordance with **Exhibit "D"**.

6.4. No increase in Fee will be due from CCDs an/or Change Orders generated during the construction period to the extent caused by Architect's error or omission.

6.5. The Architect's Fee set forth in this Agreement shall be full compensation for all the Architect's Services incurred in the performance hereof as indicated in **Exhibit "D"**.

6.6. Regardless of the structure of Architect's Fee, the Architect's Fee may be

adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this agreement.

2. Exhibit A, Subsection A. 'Scope of Project', Subsection 2., shall be amended to include the following, in addition to items already listed:

(o) Amendment #1 Additional Services include;

- a. The complete modernization of Classrooms 1626 and 1638. Including all mechanical, plumbing, electrical, and technology.
- b. Refacing of mechanical screen on roof. Including the design for the removal and replacement of the existing siding. Mechanical screen siding will be replaced with a new finish to match the new finish of the building. This includes all DSA structural calculations and approvals.
- c. All design items listed above will be reviewed and approved by DSA.

- (p) 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).

- (q) 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

SOLANO COMMUNITY COLLEGE DISTRICT

By: _____

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

Dated: _____, 2023

AEDIS ARCHITECTS

By: _____

Print Name: _____
Print Title: _____