

AMENDMENT NO. 01 TO AGREEMENT

PARTIES

This **Second** Amendment to Agreement ("Amendment") is entered into between **Solano Community College District** ("District") and **Allana Buick & Bers, Inc.** ("Consultant"), collectively the "Parties").

RECITALS

WHEREAS, District and Consultant entered into a Architectural Engineering Services Agreement ("Agreement"), dated April 19, 2023, for services related to the District's **Vacaville Water Intrusion Project** ("Project"); and

WHEREAS, District and Consultant agreed to amend the Agreement to include additional design observation services to confirm repairs completed by building envelope contractor resolved leaks Via Amendment #1 on August 2, 2023; 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 1. Term of the Agreement is amended to read:

1. Term. Consultant shall commence providing services under this Agreement on May 1, 2023 and will diligently perform as required and complete performance by April 30, 2024, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

2. Section 3. Compensation is amended to read:

Compensation. District agrees to pay the consultant for services satisfactorily rendered pursuant to this agreement a total fee not to exceed **One Hundred Seventy-Five Thousand, Seven Hundred-Sixty Dollars (\$175,760)**. 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.

4.2 The itemized invoice shall reflect the hours spent by the consultant in performing its services pursuant to this Agreement. The Services shall be performed at the hourly billing rates included in Exhibit "B".

3. Exhibit A – Scope of Services is amended to read:

Project Description

The project is for design and construction monitoring services at the Vacaville Center to address water intrusions in the following locations:

1. Lecture Hall – Windows, wall penetrations, coating, and flashing of cracked concrete (does not address conditions under slab)
2. Lab 138 – Doors at levels 2 and 3, second floor louvers
3. Lobby Area/Atrium – Double door assembly
4. Mens bathroom – Ceiling leaks

Scope of Work:

1. Assessment and Reporting Services (Phase 1)

- a. Receive and review the pertinent documents made available to us including leak history, age of assembly, all available previous documents including maintenance history, reports and construction documents
- b. Conduct a visual inspection of the assemblies and meeting client on site on (1) occasion to discuss the project, clients needs, scheduling, and any specific concerns
 - i. Scope includes one (1) consultant onsite for up to eight (8) hours for this meeting
- c. Consultant will prepare and provide a Test Plan describing the extent of testing and the locations to be tested
 - i. The memo will include locations to be tested, time and date of testing, a description of testing and assumptions that help the contractor prepare for upcoming testing
- d. Consultant will conduct a five (5) day site visit to visually assess, test and document existing conditions. During the visit, consultant will complete water spray testing and destructive testing services. Observations will be documented with field notes, sketches, and digital photographs which will be the basis for our assessment report
 - i. Consultant to perform isolated water spray testing to locate or verify the leak sources
 1. Consultant will provide hoses and nozzle. District to provide point of connection for water source with minimum of 25psi within 20 feet of work area
 - ii. DT Contractor will perform destructive testing
 - iii. Scope includes two (2) consultants onsite for five (5) days of spray testing and destructive testing.
- e. Consultant will prepare a report of observations, recommendation for additional investigation and testing as necessary, and preliminary repair recommendations
 - i. Report will include results of the water testing and destructive testing
 - ii. Report will include photographs of findings annotated with issues
 - iii. Report will include additional testing, if needed, with a budget for more testing and assessment
- f. Consultant will meet with District on two (2) occasions to review report, answer questions, and discuss next steps
 - i. Assumes four (4) hour meetings each
- g. Consultant will observe and assist CAWC during mobilization and repairs made at Lecture Hall
 - i. Respond/Answer field inquiries from contractor
 - ii. Review scope of work with contractor on site
 - iii. Post repair water testing to confirm adequacy of remedy

2. Construction Document Design Services & Construction Consulting

- a. Receive and review the construction documents and updated project documentation to inform us of the project updates
- b. Meet with District on one (1) occasion via teleconference to review and discuss any updates to project development, schedules, and budget
 - i. Meeting is assumed to be two (2) hours
- c. Prepare Construction Documents and specifications for the stucco, louver, glass door, and window repairs to develop Bid Documents for issuance
- d. Drawing set issuances for 50% and 100% CD's
- e. Meet with District on one (1) occasion to review with client
 - i. 4 hours allocated to session

3. Construction Administration & Monitoring Phase

- a. Review and offer recommendations on submittals and contractor shop drawings
 - i. 16 Hours included in scope
- b. Attend on (1) pre-construction meeting
 - i. 4 hours included in scope
- c. Assist District in review and response to contractor RFI's
 - i. 12 hours of review in scope
- d. ABB will conduct periodic visits to the project site. Observations noted during the visits will be provided to District for review
 - i. Assumed 8 Site Visits
- e. ABB will spray test each repair location to confirm that the repairs are successful.
 - i. Scope includes four (4) days of onsite testing
- f. ABB will assist District on two (2) occasions with project punchlist and a final walkthrough including reviewing manufacturer warranties

Fee Breakdown:

Phase I Assessment Services – \$55,100

Phase I Destructive Testing – \$30,860

Phase II Design Services – \$35,400

Phase II Testing Services – \$54,400

- 4. 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).
- 5. 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

Allana Buick & Bers, Inc.

By: _____

Print Name: _____
Print Title: _____