

AMENDMENT #1 TO AGREEMENT

PARTIES

This FIRST Amendment to Agreement ("Amendment") is entered into between Solano Community College District ("District") and **Geocon Consultants, Inc.** ("Consultant"), collectively the "Parties").

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated June 21st, 2023, for Material Testing and Special Inspections Services for the Fairfield Campus Substation # 3 & #4 Project ("Project"); and

WHEREAS, District and Consultant desire to amend the Agreement to increase the contract value to expand services for additional on-call inspection services for Substation #3, #4, and Re-routing of Substation #5;

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 4 of the Agreement is amended to read in its entirety:

4. Compensation. District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **FORTY THOUSAND, SIX HUNDRED SEVENTY DOLLARS AND 00/100 (\$40,670.00)**. This fee is a total of the June 21, 2023 Agreement in the amount of \$16,190.00, Amendment No. 01 in the amount of \$24,480.00. 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.
 - 4.1.1.1 Geotechnical Testing and Observation = \$7,810
 - 4.1.1.2 Reinforced Concrete Testing and Inspection = \$3,640
 - 4.1.1.3 Post Installed Anchors = \$2,040
 - 4.1.1.4 Engineering Review, Administration and Reporting = \$2,700
 - 4.1.1.5 Utility Trench Backfill – Substations 3 & 4 = \$11,400
 - 4.1.1.6 Utility Trench Backfill – Substation 5 = \$9,500
 - 4.1.1.7 Lab Soil Testing = \$250
 - 4.1.1.8 Engineering Review & Administration = \$3,330
- 4.2 Consultant shall only be paid for the time and effort needed to complete the actual scope of services required for this project, which may be less than the total amount noted in section "4. Compensation". If the total amount noted is not needed to complete the scope of services, any remaining balance shall be retained by the District.
- 4.3 Billing Rates are listed in Exhibit "B", in case that additional services are

requested by the District.

2. 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).
3. 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: _____, 20____

Dated: _____, 20____

**SOLANO COMMUNITY COLLEGE
DISTRICT**

Geocon Consultants, Inc.

By: _____

By: _____

Print Name: Lucky Lofton
Print Title: V.P., Facilities and Executive
Bonds Manager

Print Name: _____
Print Title: _____