

AMENDMENT NO 02 TO AGREEMENT

PARTIES

This **SECOND** Amendment to Agreement ("Amendment") is entered into between **Solano Community College District** ("District") and **Apex Testing Laboratories Inc.** ("Consultant"), (collectively the "Parties").

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated October 19, 2022, for Material Testing and Special Inspection Services related to the District's **Early Learning Center Project** ("Project"); and

WHEREAS, District and Consultant previously amended the Agreement on October 4, 2023 for additional Material Testing and Inspection Services related to the District's **Early Learning Center Project** ("Project"); and

WHEREAS, District and Consultant agree to amend the Agreement to modify the services performed for the District's **Early Learning Center Project** ("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 2. Term of the Agreement is amended to read:

2. Term. Consultant shall commence providing services under this Agreement on October 19, 2022 and will diligently perform as required and complete performance by July 31, 2024 unless this Agreement is terminated and/or otherwise cancelled prior to that time.

2. 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 **Sixty-Six Thousand, One Hundred and Eighty-Six Dollars and 90/100 (\$66,186.90)**. This fee is a total of the October 19, 2022 Agreement in the amount of \$37,953.00, Amendment #1 in the amount of \$17,680.60, and Amendment #2 in the amount of \$10,553.30. 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 Schedule of deliverable services to be produced is as follows:

- 4.2.1.1. Soils: \$4,390.00
- 4.2.1.2. Aggregate: \$2,425.00
- 4.2.1.3. Reinforcing Steel: \$4,660.00
- 4.2.1.4. Concrete: \$4,670.00
- 4.2.1.5. Structural Steel: \$10,958.00
- 4.2.1.6. Grout: \$460.00

- 4.2.1.7. Fireproofing: \$1,310.00
- 4.2.1.8. Miscellaneous: \$4,080.00
- 4.2.1.9. Owner's Allowance: \$5,000.00
- 4.2.1.10. Amendment #1: \$17,680.60
- 4.2.1.11. Amendment #2: \$10,553.30

4.3 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.

4.4. Billing Rates are listed in Exhibit "B", in case that additional services are requested by the District.

3. **Exhibit A** 'Description of Services to be Performed by Consultant', Section 'Anticipated Inspections' shall be amended to include the following, in addition to items already listed:
 - Additional Soil Inspections: \$2,231.20
 - Additional Concrete Inspections: \$3,636.50
 - Additional Structural Steel: \$2,925.60
 - Additional Project Management: \$320.00
 - Additional Engineering: \$280.00
 - Additional Admin: \$160.00
 - Final Affidavit of Inspection: \$1,000.00
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: _____, 2024

Dated: _____, 2024

**SOLANO COMMUNITY COLLEGE
DISTRICT**

APEX TESTING LABORATORIES INC.

By: _____

By: _____

Print Name: Lucky Lofton
Print Title: Vice President of Facilities
Executive Bond Manager

Print Name: _____
Print Title: _____