

## **AMENDMENT NO. 02 TO AGREEMENT**

### **PARTIES**

This **FIRST** Amendment to Agreement ("Amendment") is entered into between **Solano Community College District** ("District") and **Salas O'Brien** ("Consultant"), collectively the "Parties").

### **RECITALS**

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated May 5, 2021, for Professional Engineering Services related to the District's **Vacaville Annex Environmental 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 3. Compensation of the Agreement is amended to read:  
District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not-to-exceed **Two Hundred Nine Thousand, Three Hundred Twenty Dollars and Zero Cents (\$209,320.00)**. This fee is a total of the September 1, 2021 Amendment #1 in the updated contract amount of \$194,500 and Amendment No. 02 in the amount of \$14,820. District shall pay Consultant according to the following terms and conditions:
  - 3.1. 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 the scope of work shall be amended to include the following:  
Added services beyond Not-To-Exceed budget:
  - This amendment elects to add into the Scope the optional Commissioning Services line item at approximately eighty (80) hours of support and production of the final Commissioning report for the Project with construction ending on August 14, 2023
3. Section 1 (Term): Schedule of Services shall be extended through August 31, 2023.
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: \_\_\_\_\_, 2022

Dated: \_\_\_\_\_, 2022

**SOLANO COMMUNITY COLLEGE  
DISTRICT**

**Salas O'Brien**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_