PARTIES

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

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated April 21st, 2021, for renewable energy services related to the District's **Solar Energy Project** ("Project"); and

WHEREAS, District and Consultant previously amended the Agreement on October 20th, 2021 for additional renewable energy services related to the District's **Solar Energy Project** ("Project"); and

WHEREAS, District and Consultant agree to amend the Agreement to modify the services performed for the District's **Solar Energy 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 1. Term of the Agreement is amended to read:
1. Term. Consultant shall commence providing services under this Agreement on April 21st, 2021 and will diligently perform as required and complete performance by January 31st, 2024, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

2.   Section 3. Compensation of the Agreement is amended to read:

3. Compensation. District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not-to-exceed **One-Hundred Eighty Thousand, Forty-Five Dollars and Zero Cents ($180,045.00)**. This fee is a total of the April 21st, 2021 Agreement in the amount of $119,375.00, Amendment No. 01 in the amount of $29,370.00, and Amendment No. 2 in the amount of $31,300.00. 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.

3.2. Feasibility Study (Phase 1):	$15,875
3.3. RFP/Q Preparation and Management (Phase 1):	$17,100
3.4. Contracting Support (Phase 1):	$19,825
3.5. Design Review (Phase 1):	$19,175
3.6. Construction Phase Services (Phase 1):	$47,400
3.7. RFP/Q Preparation and Management (Phase 2):	$14,100
3.8. Contracting Support (Phase 2):	$ 9,475

3.9. Design Review (Phase 2):	$ 5,795
3.10. Task 3 Contracting Support (Amend. No. 2):	$17,350
3.11. Design Review (Amend. No. 2):	$13,950

3.   Exhibit A description of the scope of work shall be amended to include the following:

Scope of work includes additional renewable energy consultant services needed for lengthy contract negotiation assistance with Design-Builder and additional design review assistance due to complex Photovoltaic System, Electric Vehicle Charging System, and Battery Energy Storage System.

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   Dated: _____, 2023

SOLANO COMMUNITY COLLEGE DISTRICT   **OPTONY INC.**

By: _____   By: _____

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