

AMENDMENT NO. 03 TO AGREEMENT

PARTIES

This **Third** Amendment to Agreement ("Amendment") is entered into between **Solano Community College District** ("District") and **Kate Keating & Associates, Inc. (Clearstory, Inc.)** ("Consultant"), collectively the "Parties").

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated May 1, 2019, for services related to the District's **Vacaville Center Map and Wayfinding Standards Revisions Project** ("Project"); and

WHEREAS, District and Consultant previously amended the Agreement on September 18, 2019 (*Amendment #1*) for additional architectural services related to the District's Fairfield Campus **Vacaville Center Map and Wayfinding Standards Revision Project** ("Project"); and

WHEREAS, District and Consultant previously amended the Agreement on November 20, 2019 (*Amendment #2*) for additional architectural services related to the District's Fairfield Campus **Vacaville Center Map and Wayfinding Standards Revision Project** ("Project"); and

WHEREAS, District and Consultant agree to further amend the Agreement to modify the services performed on the District's **Vacaville Center Map and Wayfinding Standards Revision 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 May 1, 2019 and will diligently perform as required and complete performance by December 31, 2023, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
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: _____, 2023

Dated: _____, 2023

SOLANO COMMUNITY COLLEGE DISTRICT

**KATE KEATING & ASSOCIATES, INC.
(CLEARSTORY, INC.)**

By: _____

By: _____

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

Print Name: _____
Print Title: _____