

## **AMENDMENT NO. 01 TO AGREEMENT**

### **PARTIES**

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

### **RECITALS**

WHEREAS, District and Consultant entered into a DSA Project Inspection Services Agreement ("Agreement"), dated October 19, 2022, for services related to the District's **Vallejo Autotech Security Enhancements Project** ("Project"); and

WHEREAS, District and Consultant agree to further amend the Agreement to modify the services performed on the District's **Vallejo Autotech Security Enhancements 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 31, 2022 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. Section 4. Term of the Agreement is amended to read:

**Compensation.** District agrees to pay the consultant for services satisfactorily rendered pursuant to this agreement a total fee not to exceed **Six Thousand, Three Hundred Dollars (\$6,300)**. 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 itemized invoice shall reflect the hours spent by the consultant in performing its services pursuant to this Agreement. The Services shall be performed at the hourly billing rates included in Exhibit "B".

3. 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).

4. 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**

**Optima Inspections, Inc.**

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

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

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

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