

AMENDMENT #2 TO AGREEMENT

PARTIES

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

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated July 16, 2014, for coordination services related to the District's Project Labor Agreement ("Project"); and

WHEREAS, District and Consultant amended the original Agreement on February 20, 2019; and

WHEREAS, District and Consultant desire to amend the Agreement to extend the completion date;

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 of the Agreement is amended to read in its entirety:

Term. Consultant shall commence providing services under this Agreement on July 17, 2014 and will diligently perform as required and complete performance by May 31, 2024, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

2. Section 4.1 of the Agreement is amended to include the following Projects:

- (a) Substation #3 & #4 Replacement
- (b) Fairfield Campus Solar PV System
- (c) Central Plant Replacement

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**

Vlaming and Associates, APC

By: _____

By: _____

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

Print Name: _____
Print Title: _____