

## **AMENDMENT NO. 03 TO AGREEMENT**

### **PARTIES**

This **THIRD** 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

WHEREAS, District and Consultant agreed to amend the Agreement to include additional design services addressing the aging roof system Via Amendment #1 on September 1, 2021; and

WHEREAS, District and Consultant agreed to amend the Agreement to include services for commissioning the Mechanical System Via Amendment #2 on August 17, 2022;

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 Twenty-Four Thousand, Five Hundred Ninety-Eight Dollars and Zero Cents (\$224,598.00)**. This fee is a total of the August 17, 2022 Amendment #2 in the updated contract amount of \$209,320 and Amendment No. 03 in the amount of \$15,278. 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 additional Construction Administration Services on a Time & Material Basis including but not limited to: four (4) additional site visits to observe conditions, eight (8) virtual telecom progress meetings for contractor coordination, preparation of field reports, review of and response to RFI;s, emails, calls, and correspondences to address field impacts.

3. Section 1 (Term): Schedule of Services shall be extended through January 8, 2024.

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**

**Salas O'Brien**

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

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

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

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