

AMENDMENT TO AGREEMENT

PARTIES

This [FIRST] Amendment to Agreement ("Amendment") is entered into between Solano Community College District ("District") and Miyamoto International, Inc. ("Consultant"), collectively the "Parties").

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated July 16, 2014, for services related to Solano Community College District – Vacaville Center Annex ("Project"); and

WHEREAS, District and Consultant desire to amend the Agreement for additional services to include emergency post-earthquake evaluation of 1301 Georgia Street in Vallejo, CA for a set additional fee of \$1,070 in addition to the agreement for services dated July 16, 2014 for \$3,500. The revised contract total will now be \$4,570.

WHEREAS, District and Consultant desire to amend the original Agreement for Services dated July 16, 2014 to provide updated indemnification contract language provided by the District's legal counsel.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth above and contained herein, District and Consultant agree as follows:

AGREEMENT

"Exhibit A: Additional Scope of Work.

Consultant will provide post-earthquake structural evaluation in conformance with at ATC-20 criteria for the Solano Community College Autotech 1301 Georgia Street, Vallejo CA. The work will be to visually assess the earthquake damage resulting from the M6.1 event on the West Napa Fault on August 24, 2014. The work will include site visit for visual inspections along with an observation report.

"Section 13: Indemnification" shall read as follows:

Section 13. Indemnification: Consultant shall indemnify and hold harmless the District, their agents, representatives, officers, consultants, employees, and volunteers (the "indemnified parties") from any and all actual losses or liabilities, including, but not limited to, reasonable attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the Consultant's proven negligent or reckless performance of this Agreement unless such losses or liabilities are caused wholly by the active negligence of the indemnified parties. The District will indemnify the Consultant for actual damages, including, but not limited to, reasonable attorneys' fees and costs, for the proven active negligence of the District in the performance of the Agreement unless such losses or liabilities are caused wholly by the active negligence of the Consultant.

1. 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).

2. 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: _____, 20__

Dated: _____, 20__

**SOLANO COMMUNITY COLLEGE
DISTRICT**

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____