



**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM**

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AMENDMENT #1 TO GLUMAC FOR  
COMMISSIONING SERVICES FOR THE VACAVILLE  
CENTER HVAC UPGRADE PROJECT**

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

It was necessary to expedite start up, test and balance, and commissioning by phasing this process over the project schedule rather than completion at the end of the project. The Board is asked to approve Amendment #1 for additional consulting hours to complete the work in phases rather than all at once at the end of the project.

Contract Summary:

\$20,150 Original Contract Amount

\$ 5,760 This Proposed Amendment #1

\$25,910 New Contract Amount, including Amendment #1

The Governing Board is asked to approve this Amendment #1 to GLUMAC in the amount of \$5,760.

The contract Amendment #1 is available online at:

<http://www.solano.edu/measureq/planning.php>.

**AMENDMENT TO AGREEMENT**

**PARTIES**

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

**RECITALS**

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated May 2, 2018, for services related to **Vacaville Center HVAC Upgrade Project** ("Project"); and

WHEREAS, District and Consultant desire to amend the Agreement to add additional services related to phasing completion;

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 4 of the Agreement is amended to read in its entirety:  
District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement in a total not to exceed **Twenty Five Thousand Nine Hundred Ten Dollars (\$25,910)**, which is a total of the original contract amount of Twenty Thousand One Hundred Fifty Dollars (\$20,150), and Amendment #1 in the amount not to exceed Five Thousand Seven Hundred Sixty Dollars (\$5,760).
2. Exhibit "A", Third milestone "During the Construction Phase" is amended to read:
  - Attend six additional meetings on a weekly basis to help meet the completion date for this work being performed. Additionally, functional testing is now scheduled to be performed by individual systems as opposed to all at once and so functional testing will be phased over a series of weeks and will require an additional three unanticipated site visits.
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:** \_\_\_\_\_, 2018

**Dated:** \_\_\_\_\_, 2018

**SOLANO COMMUNITY COLLEGE DISTRICT**

**GLUMAC**

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

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

Print Name: Lucky Lofton

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

Print Title: Executive Bonds Manager

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