TO: Members of the Governing Board

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

REQUESTED ACTION:

☐ Information OR ☑ Approval
☐ Consent OR ☐ Non-Consent

SUMMARY:
On May 2, 2018, the Board approved a contract to Glumac to provide commissioning services for the Vacaville Center HVAC Upgrade Project. The scope of services includes providing professional services to act as the District’s Commissioning Agent to verify that all building systems have been installed properly and perform as designed.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

☐ Help our students achieve their educational, professional and personal goals
☐ Basic skills education
☐ Workforce development and training
☐ Transfer-level education
☒ Other: Provide new instructional space and equipment

Ed. Code: Board Policy: 3225; 3520 Estimated Fiscal Impact: $5,760 Measure Q Funds

SUPERINTENDENT’S RECOMMENDATION: ☑ APPROVAL ☐ NOT REQUIRED ☐ DISAPPROVAL ☐ TABLE

Lucky Lofton
Executive Bond Manager

PRESENTERS NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Robert V. Diamond
VP, Finance & Administration

VICE PRESIDENT APPROVAL

July 6, 2018

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

Celia Esposito-Noy, Ed. D.
Superintendent-President

July 6, 2018

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT
TO: Members of the Governing Board

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

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:
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: ___________________________

First Amendment of Agreement
<table>
<thead>
<tr>
<th>Print Name:</th>
<th>Lucky Lofton</th>
<th>Print Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Print Title:</td>
<td>Executive Bonds Manager</td>
<td>Print Title:</td>
</tr>
</tbody>
</table>

First Amendment of Agreement