

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #1 3QC, INC. FOR
COMMISSIONING SERVICES FOR THE LIBRARY/
LEARNING RESOURCE CENTER PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Board approval is requested for Amendment #1 for the 3QC, Inc. contract to increase the total contract amount and cover the remaining time anticipated for close out of the LLRC Project.

Contract Summary:

\$ 47,300.00	Original Contract Amount
\$ 0.00	Previously Approved Amendments (none)
<u>\$ 11,500.00</u>	Proposed Amendment #1
\$ 58,800.00	New Contract Amount

The Board is asked to approve this contract Amendment #1 to 3QC, Inc. in the amount of \$11,500.00. 3QC, Inc.'s new contract amount will be \$58,800.00.

The contract amendment is available online at: <http://www.solano.edu/measureq/planning.php>

AMENDMENT NO. 1 TO AGREEMENT

PARTIES

This First Amendment to Agreement ("Amendment") is entered into between Solano Community College District ("District") and **3QC, Inc.** ("Consultant"), (collectively the "Parties").

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated October 16, 2019, for services related to Fairfield Library/Learning Resource Center Project;

WHEREAS, District and Consultant desire to amend the Agreement to acknowledge additional efforts required to complete the remaining project inspections;

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 November 4, 2019 and will diligently perform as required and complete performance by February 28, 2022 unless this Agreement is terminated and/or otherwise cancelled prior to that time.

2. Section 4 of the Agreement is amended to read in its entirety:

Compensation. District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Fifty-Eight Thousand, Eight Hundred Dollars (\$58,800) which is composed of the original contract amount of \$47,300 and Amendment #1 of \$11,500.** District shall pay Consultant according to the following terms and conditions:

4.1. 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. The schedule of deliverable Services to be produced is as follows:

4.1.1	Develop commissioning plan and checklists through required Title 24 review of A/E basis of design narratives, plans, and specifications	\$ 5,998
4.1.2	Review contractor submittals, write functional test plan	\$2,574
4.1.3	Field Observation and pre-functional testing	\$8,272
4.1.4	Functional testing	\$13,920
4.1.5	Meetings and coordination	\$10,444
4.1.6	O&M Review and operator training	\$480
4.1.7	Commissioning report and systems manual	\$883
4.1.8	10-month warranty review	\$4,726
4.1.9	Extended Schedule – Field Testing Meetings/Coordination	\$10,500

IN WITNESS WHEREOF, the parties hereto have accepted and agreed to this Amendment on the dates indicated below.

Dated: _____, 2021

Dated: _____, 2021

**SOLANO COMMUNITY COLLEGE
DISTRICT**

Optima Inspections, INC.

By: _____

By: _____

Print Name: Lucky Lofton

Print Name: Chris Taylor

Print Title: Executive Bonds Manager

Print Title: Principal