

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #5 TO SALAS O'BRIEN FOR
ADDITIONAL PROFESSIONAL SERVICES FOR THE
CENTRAL PLANT REPLACEMENT PROJECT**

REQUESTED ACTION:

Information **OR** Approval
 Consent **OR** Non-Consent

SUMMARY:

On March 2, 2022, the Board approved a professional services contract to Salas O'Brien for design services for the Fairfield Campus Central Plant Replacement Project.

Board approval is now requested for Amendment #5 to modify the professional services Agreement with Salas O'Brien for additional design services for the Project.

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: Renovating existing instructional space and equipment.

Ed. Code: NA Board Policy: NA Estimated Fiscal Impact: \$59,645 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Susan Wheet
Vice President, Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7209

TELEPHONE NUMBER

Susan Wheet
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

May 21, 2026

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ph.D.
Superintendent-President

June 3, 2026

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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SUMMARY:
CONTINUED FROM THE PREVIOUS PAGE

Additional design and engineering services are required for the Project. These additional services are due to additional unforeseen hydronic system leaks throughout the Fairfield Campus. The consultant's additional scope includes site investigations, design, construction administration, and closeout for the following tasks:

- Field Instruction #09: Coordination and Change to Short-Term Repair
- Additional Construction Administration Services – Out of Scope, or Excessive, Submittal/COR (Change Order Request) Reviews
- CCD (Construction Change Directive) #07 – Remove FA (Fire Alarm) Devices from Sequence of Events Detail
- Field Instruction #10 – Eliminating Door Hardware Scope
- JCI Service Reports – Findings and Follow-Ups
- Project Extension (13 weeks)

These additional professional services are beyond the original scope of the Consultant.

\$ 796,950.00	Original Contract Amount
\$ 92,400.00	Approved Amendment #1
\$ 148,890.00	Approved Amendment #2
\$ 44,660.00	Approved Amendment #3
\$ 19,360.00	Approved Amendment #4
<u>\$ 59,645.00</u>	<i>Proposed Amendment #5</i>
<u>\$ 1,161,905.00</u>	<i>New Contract Amount</i>

The Board is asked to approve this contract Amendment #5 to Salas O'Brien in an amount not to exceed \$59,645.00 and to extend the contract duration.

This document is available online at: <https://solano.edu/measureq/approved-contracts.php>

AMENDMENT #5 TO AGREEMENT

PARTIES

This **FIFTH** 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 March 2, 2022, for architectural services related to the District's Fairfield Campus **Central Plant Replacement Project** ("Project"); and

WHEREAS, District and Consultant previously amended the Agreement on October 10, 2024 (Amendment #1), for additional Consultant Services related to the District's Fairfield Campus **Central Plant Replacement Project** ("Project"); and

WHEREAS, District and Consultant previously amended the Agreement on April 16, 2025 (Amendment #2), for additional Consultant Services related to the District's Fairfield Campus **Central Plant Replacement Project** ("Project"); and

WHEREAS, District and Consultant previously amended the Agreement on August 20, 2025 (Amendment #3), for additional Consultant Services related to the District's Fairfield Campus **Central Plant Replacement Project** ("Project"); and

WHEREAS, District and Consultant previously amended the Agreement on March 18, 2026 (Amendment #4), for additional Consultant Services related to the District's Fairfield Campus **Central Plant Replacement Project** ("Project"); and

WHEREAS, District and Consultant agree to further amend the Agreement to modify the original services being performed for the **Central Plant Replacement Project**; and

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

AGREEMENT

1. Article 6. Fee and Method for Payment is amended to the following, unlisted sections remain unchanged.

Article 6. Fee and Method of Payment

6.1. District shall pay Architect for all Services contracted for under this Agreement the following ("Fee"):

An amount not to exceed **ONE MILLION, ONE HUNDRED SIXTY-ONE THOUSAND, NINE HUNDRED FIVE DOLLARS AND 00/100 (\$1,161,905.00)** based on the rates set forth in **Exhibit D**. This fee is a total of the March 2, 2022 Agreement in the amount of \$796,950.00, Amendment #1 in the amount of \$92,400.00, Amendment #2 in the amount of \$148,890.00, Amendment #3 in the amount of \$44,660.00, Amendment #4 in the amount of \$19,360.00, and Amendment #5 in the amount of \$59,645.00.

[Remaining 'Article 6. Fee and Method of Payment' sections unchanged.]

2. Exhibit A 'Responsibilities and Services of Architect', Section 'B. Basic Services' shall be amended to include the following, in addition to items already listed:
- Field Instruction #09 – Further Coordination & Change in Repair Plan:
 - Due to warmer than typical temperatures throughout the month of March, CHW load was higher than anticipated causing significant concerns about the planned “long-term” CHW repair at the Vault which would require a 2 – 3-week CHW shut down. After discussions, and assessments of costs and forecasted conditions, it was determined to proceed with a short-term repair in lieu of the long-term repair depicted in FI #9.
 - Investigation and coordination emails related to retaining CHW service at B-1700A/B during the duration of the CHW shutdown, repair, and start-up.
 - Review and comment related to COR #50, 50R1, and 50R2 documents.
 - Additional C/A Services – COR Reviews, beyond scope or beyond 3rd (i.e. “R2”) submission: Salas O’Brien has continued to be dedicated to the College in identifying opportunities for cost savings, cost items that do not seem justified, and costs that appear inflated beyond reason. This effort remains ongoing and the requested fee (below) accounts for such. Items that have occurred since the issuance of our last add service request (1/13/2026) are provided below:
 - Review of COR related to replacing the B-1600.
 - Between mid-January and Mid-March 2026, heating concerns were expressed by the College as indicated by low HHW supply temperatures. These heating concerns led to additional BMS reviews, which identified boiler firing/heating concerns that have persisted for several months.
 - An extensive amount of time was used to evaluate, cross-reference, and provide responses to the Temporary Heating COR #28R3. This COR amounted to roughly \$750,000 and consisted of 73 pages.
 - Review of COR #19R4 related to Temporary Cooling in 2024.
 - Review of COR #31R2 related to Syserco’s cost for the Solar PV Boiler Plant Rotation sequencing.
 - Review of COR #47R2 related to Insulation & Demo repair costs.
 - Review of COR #41B related to the unforeseen amount of concrete located at the Substation HPAV area of work.
 - CCD #7 – Remove Devices from Sequence of Events Detail:
 - CCD #07 was issued to DSA for review and approval per a request from the IOR to correct the Sequence of Events detail for the FACP for items not installed on this project. Although we felt this was a simple clarification, CCD development required engineering, drafting, and DSA coordination.
 - Field Instruction #10 – Eliminating Card Readers
 - Coordination related to this item dates back to April of 2025. Through various discussions, it was finally determined that the College would prefer to remove the door hardware scope of work via a field instruction. In lieu of including this work in the Central Plant project, the College will pursue contractors that are more specialized with this work at a later date.
 - JCI Service Report Findings & Follow-ups:
 - On February 24th, an email string from JCI was shared with Salas O’Brien indicating concerning issues with the operation of the chiller plant that could lead to a potential “catastrophic failure”. On February 27th, the three JCI service reports were distributed to the team. Salas

O'Brien conducted a thorough review and provided comments for JCI and the contractor alike.

- Project Extension from 4/30/2026 (as per Approved ASA #04) to 7/30/2026:
 - (13) OAC meetings; includes (3) SOBE team members for 0.5 hrs each meeting and 0.5 hrs of follow-up C/A efforts for ~50% (7) of the OAC meetings.
 - Typical project management efforts for this project range from 2 – 2.5 hrs per week.

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: _____, 2026

Dated: _____, 2026

SOLANO COMMUNITY COLLEGE DISTRICT

SALAS O'BRIEN

By: _____

By: _____

Print Name: Susan Wheet
Print Title: Vice President,
Finance and Administration

Print Name: _____
Print Title: _____

[End of Document]