

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #1 TO SALAS O'BRIEN
ENGINEERS, INC. FOR ADDITIONAL COMMISSIONING
SERVICES FOR THE CENTRAL PLANT REPLACEMENT
PROJECT**

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY:

On May 3, 2023, the Board approved a professional services contract to Salas O'Brien Engineers, Inc. (Salas O'Brien) for Commissioning Services for the Fairfield Campus Central Plant Replacement Project.

Board approval is now requested for Amendment #1 to increase the original professional services Agreement fee with Salas O'Brien Engineers Inc. for additional commissioning services needed 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: \$48,410 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Lucky Lofton
VP, Facilities & Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Lucky Lofton
VP, Facilities & Executive Bonds Manager

VICE PRESIDENT APPROVAL

May 9, 2025

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims-Butler, Ph.D.
Superintendent-President

May 21, 2025

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT NO 01 TO SALAS O'BRIEN
ENGINEERS, INC. FOR ADDITIONAL COMMISSIONING
SERVICES FOR THE CENTRAL PLANT REPLACEMENT
PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Additional commissioning services are required for the completion of the project. Due to schedule delays, the standard commissioning process could not occur during the planned seasonal window. Commissioning must now take place afterhours out of sequence. This requires additional effort by the commissioning team. This also requires retesting of the Chilled Water System.

The additional commissioning work needed to complete this scope of work is beyond the original scope of the Consultant and extends beyond the original term of their contract.

\$ 58,200.00 Original Contract Amount
\$ 48,410.00 Proposed Amendment #1
\$ 106,610.00 New Contract Amount

The Board is asked to approve this contract Amendment #1 to Salas O'Brien Engineers, Inc. in an amount not to exceed \$48,410.00 and to extend the contract term.

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

AMENDMENT #1 TO AGREEMENT

PARTIES

This **FIRST** Amendment to Agreement ("Amendment") is entered into between **Solano Community College District** ("District") and **Salas O'Brien Engineers, Inc.** ("Consultant"), collectively the "Parties").

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated May 3, 2023 for **Commissioning Services** related to the District's Fairfield Campus **Central Plant Replacement Project** ("Project"); and

WHEREAS, District and Consultant agree to 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. Section 1. Term of the Agreement is amended to read:

1. Term. Consultant shall commence providing services under this Agreement on May 3, 2023, and will diligently perform as required and complete performance by July 31, 2025, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

2. Section 3. Compensation of the Agreement is amended to read:

3. Compensation. District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not-to-exceed One Hundred and Six Thousand, Six Hundred and Ten Dollars and 00/100 (\$106,610.00). This fee is a total of the May 3, 2023, Agreement in the amount of \$58,200.00, and Amendment #1 in the amount of \$48,410.00. District shall pay Consultant according to the following terms and conditions:

3.1. 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.

- 3.1.1. Base Contract Cx: \$44,700.00
- 3.1.2. Systems Manual: \$5,300.00
- 3.1.2. Warranty Phase Scope: \$8,200.00
- 3.1.3. ASA 1: Delayed Winter Seasonal Testing: \$8,800.00
- 3.1.4. Chilled Water Retest: \$20,660.00
- 3.1.5. Schedule Extension: \$12,750.00
- 3.1.6. Loss of Power Test: \$6,200.00

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: _____, 2025

SOLANO COMMUNITY COLLEGE DISTRICT

By: _____

Print Name: Lucky Lofton
Print Title: VP, Facilities and Executive
Bonds Manager

Dated: _____, 2025

SALAS O'BRIEN ENGINEERS, INC.

By: _____

Print Name: _____
Print Title: _____