

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AMENDMENT #5 WITH SALAS O'BRIEN  
FOR PROFESSIONAL SERVICES ON THE VACAVILLE  
ANNEX ENVIRONMENTAL PROJECT**

**REQUESTED ACTION:**

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

**SUMMARY:**

On May 5, 2021 the Board approved a professional services contract with Salas O'Brien for architectural and mechanical engineering services for the Vacaville Annex Environmental Improvement Project. Board approval is now requested for Amendment #5 to extend the schedule duration.

*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: N/A Board Policy: N/A Estimated Fiscal Impact: \$18,705 Measure Q Bond Funds*

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

Lucky Lofton  
VP, Facilities and Executive Bonds Manager

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 863-7855

**TELEPHONE NUMBER**

Lucky Lofton  
VP, Facilities and Executive Bonds Manager

**VICE PRESIDENT APPROVAL**

May 24, 2024

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

June 5, 2024

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

The consultant's previous contract Amendment extended the agreement completion date through May 31, 2024. This Amendment is for additional onsite efforts to support additional design, submittal review, commissioning services, and project closeout services for the Server Room Mini Split system, and additional Project Site Visits needed during Mechanical startup. Amendment #5 extends the agreement completion date of services through August 31, 2024.

\$ 224,598.00 Contract Amount Through Amendment #4  
\$ 18,705.00 Proposed Amendment #5  
\$ 243,303.00 Proposed New Contract Amount

The Board is asked to approve this contract Amendment #5 with Salas O'Brien in the amount of \$18,705.00 with a revised project completion date of August 31, 2024.

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

## **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 May 5, 2021, for Professional Engineering Services related to the District's **Vacaville Annex Environmental Project** ("Project"); and

WHEREAS, District and Consultant agreed to amend the Agreement to include additional design services addressing the aging roof system via Amendment #1 on September 1, 2021; and

WHEREAS, District and Consultant agreed to amend the Agreement to include services for commissioning the Mechanical System via Amendment #2 on August 17, 2022;

WHEREAS, District and Consultant agreed to amend the Agreement to include additional services for construction administration on a Time & Materials Basis via Amendment #3 on October 4, 2023;

WHEREAS, District and Consultant agreed to amend the Agreement to extend contract time for completion via Amendment #4 on March 6, 2024;

WHEREAS, District and Consultant agree to amend the Agreement to modify the services performed for the District's Vacaville Annex Environmental Project ("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 5, 2021 and will diligently perform as required and complete performance by August 31, 2024, unless this Agreement is terminated and/or otherwise cancellation prior to that time.

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

District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not-to-exceed **Two Hundred Forty-Three Thousand, Three Hundred Three Dollars and Zero Cents (\$243,303.00)**. This fee is a total of the October 4, 2023 Amendment #3 in the updated contract amount of \$224,598 and Amendment #5 in the amount of \$18,705. 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. Exhibit A description of the scope of work shall be amended to include the following, in addition to the items already listed in the original Agreement and all previous Amendments:

**Added services beyond Not-To-Exceed budget**

- This Amendment is for additional onsite efforts to support additional design, submittal review, commissioning services, and project closeout services for the Server Room Mini Split system, and additional Project Site Visits needed during Mechanical startup.
4. 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).
5. 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: \_\_\_\_\_, 2024

Dated: \_\_\_\_\_, 2024

**SOLANO COMMUNITY COLLEGE  
DISTRICT**

**Salas O'Brien**

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

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

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

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