

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AMENDMENT NO 02 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 No. 02 to modify the professional services Agreement with Salas O'Brien for additional design 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: \$148,890 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**

April 4, 2025

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

April 16, 2025

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT  
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FOR ADDITIONAL PROFESSIONAL SERVICES FOR THE  
CENTRAL PLANT REPLACEMENT PROJECT**

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**SUMMARY:**  
*CONTINUED FROM THE PREVIOUS PAGE*

Additional design and engineering services are required for the completion of the project. These additional services are due to multiple hydronic system failures throughout the Fairfield Campus. These hydronic failures took place from September 2024 through April 2025. The consultant's scope includes site investigations, design, construction administration, and closeout for the following tasks;

- Building 1400 Vault HHW Failure & Repairs.
- Hydronic Vault Investigations, Findings Review & Preventative Measure Directive.
- Building 900 Indoor & Outdoor Vault Failures & Repairs.
- Field Instruction #3: Building 300 Vault HHW Failure & Repairs.
- Field Instruction #4: Building 1800A/B HHW & CHW Air Vent Failures, Repairs & Temporary Heating.
- Field Instruction: Discovery effort, Building 1400 Vault HHW Anchor Relocation & Building 1700 Underground Potable Water Failure & Repair.
- Building 900 HHW Troubleshooting efforts.
- Building 600 HHW Troubleshooting efforts.
- Construction Change Directive: Structural Cap at Building 1800A/B excavation.
- Field Instruction: revision of DSA Approved CCD #5 Scope Change.
- Field Instruction: HHW Failure & Repairs West of Vault #5 Hydronic Vault (Quad Area).
- Field Instruction: HHW Failure & Repairs at Building 300 Air Vents.
- Inclusion of an Owner's Allowance for Unforeseen Conditions (\$10,000).

The additional design work needed to complete this scope of work is beyond the original design scope of the Consultant.

\$ 796,950.00 Original Contract Amount  
\$ 92,400.00 Approved Amendment No. 01  
\$ 148,890.00 Proposed Amendment No. 02  
\$ 1,038,240.00 New Contract Amount

The Board is asked to approve this contract Amendment No. 02 to Salas O'Brien in an amount not to exceed \$148,890.00.

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

## **AMENDMENT #2 TO AGREEMENT**

### **PARTIES**

This **SECOND** 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<sup>nd</sup>, 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, 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 are not affected.

#### **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 THIRTY-EIGHT THOUSAND TWO HUNDRED FORTY DOLLARS AND 00/100 (\$1,038,240.00)** based on the rates set forth in **Exhibit D**. This fee is a total of the March 2<sup>nd</sup>, 2022 Agreement in the amount of \$796,950.00, Amendment No. 01 in the amount of \$92,400.00, Amendment No. 02 in the amount of \$148,890.00

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

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:

- B-1400 Hydronic Vault HHW Failure & Repair: This was the first confirmed failure in the underground hydronic infrastructure within the Central Plant Modernization project and was discovered on 9/6/2024. Site visits were made, thorough coordination between prefabricated piping manufacturer and Contractor was made related to materials and installation requirements. Repair efforts concluded in November 2024. Refer to Exhibit 2 for presentation provided to stakeholders (issued on 9/9/2024).
- Hydronic Vault Investigations, Finding Review, & Preventative Measure Directives: Once the leak at the B-1400 hydronic vault was discovered, Contractor conducted further field investigations at other hydronic vaults.

Findings were relayed to Salas O'Brien and were assessed on an individual basis. Engineer directives were issued for preventative care to existing piping at various hydronic vaults.

- B-900 Indoor & Outdoor/Vault Failures & Repairs: In October of 2024, leaks were discovered inside B-900 at a VAV reheat coil and at the main hydronic risers into the building that appeared to be significantly damaged by galvanic corrosion (due to dissimilar metal connection). Additionally, a HHW leak was found at the hydronic vault outside B-900. Findings were relayed to Salas O'Brien and assessed on an individual basis. Email directives (by Engineer & College) were issued to Contractor for repairs.
- Field Instruction #03 – B-300 Hydronic Vault Failure and Repairs: On January 3, 2025, a HHW leak was discovered outside the vault serving B-300, just six days before the College was to be occupied for Spring Semester. In order to isolate the leak, two-thirds of campus experienced a HHW shut down and repairs were completed five days after the leak was discovered. Salas O'Brien conducted site visits and provided a Field Instruction #03 document, which included design drawings for the repair efforts. Refer to Exhibit 3.
- Field Instruction #04 – B-1800A&B HHW & CHW Air Vent Failures, Repairs, & Temporary Heating: On December 19, 2024, high point air vents in the underground piping system failed on both the CHW and HHW system. The HHW failure was significant due to the pressurized and active HHW system and created a 20 ft. tall geyser of 160F HHW. The failures caused CHW and HHW shutdowns. HHW was restored once isolation provisions were installed at the nearest hydronic vault. Site visits were conducted, and ultimately, Field Instruction #04 was issued to document the actions taken to repair the hydronic piping and actions to provide temporary heating to B-1800A&B. Refer to Exhibit 4.
- Discovery Efforts, B-1400 Vault HHW Anchor Relocation & B-1700 Underground Potable Water Failure & Repair: In mid-January 2025, a leak of unknown source was discovered in the open trench east of the B-1400 vault. Discovery efforts were conducted, and findings were assessed. The HHW anchors were verified to be installed ~25 feet from the hydronic vault (i.e., not the 5 feet from the vault specified in manufacturer shop drawings). Later, a leak was identified beneath B-1700 at the potable water riser into the building. Site visits were made to assess conditions. Salas O'Brien will provide Field Instruction for the HHW anchor relocation and B-1700 potable water repair efforts from January and February of 2025.
- B-900 HHW Troubleshooting Efforts: Through much of the Winter months, the College requested support in resolving B-900 heating issues. The requests were reoccurring, and much time was spent assessing the issue, potential causes, and sorting through as-built drawings. Engineer pump friction calculations were conducted. Test procedures were developed and coordinated with onsite technicians to verify "actual" HHW pump performance, which appears to conflict with the (flawed) record drawings. It was determined that B-900 HHW pump requires testing, adjustment, and balancing.
- B-600 HHW Troubleshooting Efforts: Early in Winter, the College requested support in resolving B-600 heating issues. The requests were relatively short lived. As-built drawings were assessed with the most conclusive take away being that the HHW pump likely needs to undergo a TAB procedure, similar to the B-900 HHW pump. Once additional temporary boilers and pumps were added to the Central Plant, B-600 heating issues were resolved.
- Forthcoming CCD - Structural Cap at B-1800A&B Trench: One ongoing task is the design related to the structural cap to protect the shallow hydronic piping related to item #5 above. At first, bollards to block off street access was pursued, but rejected by the Fire Marshal who stated the street must be open for a fire lane. In order to protect the shallow hydronic pipes (12" below street

surface), a civil engineer was approached to provide engineering services. A forthcoming CCD will be issued to provide direction on the backfill and structural cap installation at the trench south of B-1800A&B. (Fee further below includes civil engineering, at assumed fee of \$12,900)

- Forthcoming Field Instruction – DSA Approved CCD #5 Scope Change: Due to the unforeseen leaks described in Exhibit 1, and the inflated cost proposed by the Contractor (which included justified OT), it is assumed that the College will not pursue the heat exchanger replacement scope of work. However, one element of the approved CCD #5 needs to remain in the project scope – the solar PV and electric boiler sequences of operation for automation. A forthcoming field instruction will be issued to eliminate the pool heat exchanger replacement scope from the project but keep the Solar PV/Electric boiler control sequences. Additional DSA closeout procedures will apply and are included.
  - Forthcoming Field Instruction – HHW Failure & Repairs at Hydronic Vault at NW corner of the Quad: On March 24, 2025, a HHW leak was discovered west of the hydronic vault. It is assumed that this leak will be similar to other underground leaks discovered on campus. Salas O'Brien will provide engineering support to facilitate the repair efforts. A forthcoming field instruction will be issued to document the repairs once sufficient information is available.
  - Forthcoming Field Instruction – HHW Failure & Repairs at B-300 Underground Air Vents: On March 28, 2025, a HHW leak was discovered at one of the HHW air vents North of B-300. Per meetings with the College, it has been determined that a quick short-term repair is desired to reenale heating to B-300 & B-400 as soon as possible. Solution will be by means and methods of Contractor with Salas O'Brien providing engineering support to facilitate the repair efforts. A forthcoming field instruction will be issued to document the repairs once sufficient information is available.
  - An Owner's Allowance of TEN THOUSAND DOLLARS (\$10,000.00) has been included in the Contract Price. Allowance can only be used with Owner's Approval. Unused allowance will be returned to the District.
  - All design items listed above will be reviewed and approved by DSA as required.
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.

*[Signatures on Following Page]*

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**

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

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