

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONTRACT AMENDMENT NO 03 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. 03 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: \$44,660 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) 863-7855

TELEPHONE NUMBER

Susan Wheet
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

August 8, 2025

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ph.D.
Superintendent-President

August 20, 2025

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
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TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT NO 03 TO SALAS O'BRIEN
FOR ADDITIONAL PROFESSIONAL SERVICES FOR THE
CENTRAL PLANT REPLACEMENT PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

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

- Field Instruction: Inverting Hydronic Offset Northeast of Substation #3.
- Troubleshooting Building 800 Cooling.
- Troubleshooting Building 600 Cooling.
- Troubleshooting Building 300 Heating.
- Electrical Vault Specification Assistance.
- Rental Boiler Technical Comment Assistance.
- 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	Approved Amendment No. 02
<u>\$ 44,660.00</u>	<i>Proposed Amendment No. 03</i>
<u>\$ 1,082,900.00</u>	<i>New Contract Amount</i>

The Board is asked to approve this contract Amendment No. 03 to Salas O'Brien in an amount not to exceed \$44,660.00.

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

AMENDMENT #3 TO AGREEMENT

PARTIES

This **THIRD** 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 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, EIGHTY-TWO THOUSAND, NINE HUNDRED DOLLARS AND 00/100 (\$1,082,900.00)** 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, and Amendment #3 in the amount of \$44,660.00.

[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 #07 – Inverting Hydronic Offset Northeast of Substation #3: Field instruction #07 was issued with the purpose of reconfiguring the piping offset at the location northeast of Substation #3. Due to recurrent and unforeseen failures at multiple high point air vent locations, the air vents are to be eliminated, and offsets inverted beneath the electrical conduits, in specified locations. (Note: fee includes a 34-hour credit related to ASA #2, Task 9 - Structural Cap at B-1800A&B Trench)
 - Troubleshooting Building 800 Cooling: Building 800 was reported to have cooling issues by the Facilities Dept. Upon reviewing this building on the BMS, comfort cooling appeared to be present within the building with majority of the HVAC zones being satisfied. However, it appeared there were a number of temperature transmitters that were out of calibration and/or in need of replacement, which caused a false alarm in terms of comfort cooling.
 - Troubleshooting Building 600 Cooling: Building 600 was reported to have cooling issues by the Facilities Dept. Reviews of the B-600 as-built record drawings, the BMS, and several procedural recommendations fell short to identify/resolve the issue. After verifying in the field and troubleshooting the cooling system inside the building, the problem was identified at one of the CHW riser isolation valves that was broken and/or frozen in the closed position.
 - Troubleshooting Building 300 Heating: Building 300 was reported to have heating issues by Kitchell in early April. The HHW crossover bridge at B-300 was found to be valved off, creating a booster pump configuration at B-300. Building 400 is also permanently arranged as a booster pump, which creates competing pressures with a limited supply (this occurred concurrently with the BCB rental failure). By opening the crossover bridge at B-300, it decoupled the loops and allowed independent operation between B-300 and B-400.
 - Electrical Vault Spec: Per observations from Matrix, electrical vaults near the B-300 hydronic offset piping have very poor lids that are not attached to the vault structure. The lids are beyond repair. The District requested Salas O'Brien provide specs for a lid replacement.
 - Rental Boiler Repair Write-Up: At the end of March 2024, the Bay City Boiler (BCB) rental boiler failed on site and remained idle for months before being removed. BCB has forwarded a quote for repairs to the Contractor, and the Contractor has passed it to the College for payment. The College has requested Salas O'Brien provide a list of technical comments and questions related to the rental boiler's failed fire tubes in attempt to justify a lesser or nullified repair cost to the College.
 - 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.

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

Dated: _____, 2025

Dated: _____, 2025

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]