

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONTRACT AMENDMENT #1 TO SALAS O'BRIEN FOR
ADDITIONAL ENGINEERING SERVICES FOR THE
BUILDING 1200 & BUILDING 300 HYDRONIC VAULT
REPAIR PROJECT

REQUESTED ACTION:

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

SUMMARY: On February 19, 2025, the Board approved a professional services contract to Salas O'Brien for Engineering Services for the Fairfield Campus Building 1200 & Building 300 Hydronic Vault Repair Project. Board approval is now requested for Amendment #1 to increase the original professional services Agreement fee with Salas O'Brien for additional Engineering 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: \$58,960 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

August 22, 2025

DATE SUBMITTED TO

Kellie Sims Butler, Ph.D.
Superintendent-President

September 3, 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
FOR ADDITIONAL ENGINEERING SERVICES FOR THE
BUILDING 1200 & BUILDING 300 HYDRONIC VAULT
REPAIR PROJECT**

SUMMARY: *CONTINUED FROM THE PREVIOUS PAGE*

Additional engineering services are required for the completion of the project. Due to schedule delays, as well as additional repair scope discovered during the investigation of uncovered portions of the underground piping, additional engineering services are needed to complete the work. This additional work includes:

- Chilled Water pipe replacements,
- Temporary Chilled Water provisions for Building 300 and Building 400,
- Extended quality assurance, inspection, and testing requirements,
- Building 1200 anchor relocation, and
- Building 300 high point air vent/offset replacement.

The additional engineering 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.

\$ 73,550.00 Original Contract Amount
\$ 58,960.00 Proposed Amendment #1
\$ 132,510.00 New Contract Amount

The Board is asked to approve this contract Amendment #1 to Salas O'Brien in an amount not to exceed \$58,960.00 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** ("Consultant"), collectively the "Parties").

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated February 19, 2025 for **Engineering Services** related to the District's Fairfield Campus **B1200 and B300 Hydronic Vault Repair Project** ("Project"); and

WHEREAS, District and Consultant agree to amend the Agreement to modify the original services being performed for the **B1200 and B300 Hydronic Vault Repair 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 2. Term of the Agreement is amended to read:

2. Term. Consultant shall commence providing services under this Agreement on February 19, 2025, and will diligently perform as required and complete performance by November 21, 2025, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

2. Section 4. Compensation of the Agreement is amended to read:

4. Compensation. District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not-to-exceed **One Hundred and Thirty-Two Thousand, Five Hundred and Ten Dollars and 00/100 (\$132,510.00)**. This fee is a total of the February 19, 2025 Agreement in the amount of \$73,550.00, and Amendment #1 in the amount of \$58,960.00. District shall pay Consultant according to the following terms and conditions:

4.1. 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.

- 4.1.1. Building 1200 Hydronic Vault Repairs
 - 4.1.1.1. Design Scope of Work: \$29,140
 - 4.1.1.2. Construction Administration Scope of Work: \$9,030
 - 4.1.1.3. Bid Phase Scope of Work: \$7,310
- 4.1.2. Building 300 Hydronic Vault Repairs
 - 4.1.2.1. Design Scope of Work: \$17,965
 - 4.1.2.2. Construction Administration Scope of Work: \$5,590
 - 4.1.2.3. Bid Phase Scope of Work: \$4,515

- 4.1.3. Additional Service Authorization #1
 - 4.1.3.1. Bid Alt #2 – Vault #3 & CHW Pipe Replacements: \$8,360
 - 4.1.3.2. Bid Alt #3 – Temp. CHW Provisions for B-300 & B-400: \$5,280
 - 4.1.3.3. FI #01 – Quality Assurance, Inspection and Test Requirements: \$13,640
 - 4.1.3.4. FI #02 – B-1400 Anchor Relocation & B-300 HPAV/Offset Replacement: \$30,360
 - 4.1.3.5. Temporary Chiller Capacity for B-1200: \$1,320

- 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]