

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONTRACT AMENDMENT #2 TO SALAS O'BRIEN FOR
ADDITIONAL PROFESSIONAL SERVICES FOR THE
FAIRFIELD CAMPUS HYDRONIC SYSTEM
MODERNIZATION – PHASE 1 PROJECT

REQUESTED ACTION:

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

SUMMARY: On September 17, 2025, the Board approved a Professional Services Agreement with Salas O'Brien for design services associated with the Fairfield Hydronic Systems Modernization – Phase 1 Project. Board approval is now requested for Amendment #2 to the Professional Services Agreement with Salas O'Brien to provide additional consultant services required to support the Project.

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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: \$117,089.00 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Susan Wheet
Vice President, Finance and Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7209

TELEPHONE NUMBER

Susan Wheet
Vice President, Finance and Administration

VICE PRESIDENT APPROVAL

October 9, 2026

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ph.D.
Superintendent-President

October 21, 2026
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Additional design and engineering services are required to proceed with the Project. These services are necessary due to unforeseen site conditions and scope modifications that have required additional design and engineering efforts and have extended the overall construction schedule. The additional services include:

- Topographic Survey: Hydronic Vaults #4 and #5: A topographic survey was required to complete the design and construction of the new Hydronic Vaults #4 and #5. This survey was not included in the Consultant's original scope of services.
- Building 1600 Hydronic System Modifications: Modifications to the existing hydronic system serving Building 1600 are required due to the age and condition of the existing system. This work was originally anticipated to be completed as a separate project but was subsequently incorporated into the current Project to facilitate construction and installation.
- Thrust Blocks: Per Thermacor, the hydronic piping manufacturer, thrust blocks are required for piping 6 (six) inches in diameter and larger. This requirement was not identified during the original design phase and necessitates additional design and engineering services.
- Unforeseen Underground Conditions: The General Contractor performed exploratory excavations at the proposed Hydronic Vault locations, which revealed unforeseen underground conditions. As a result, the Consultant was required to modify the design at multiple locations to accommodate existing site conditions.
- Additional Construction Administration Services: Due to unexpected delays in procuring pre-cast concrete vaults, unforeseen site conditions, and resulting design modifications described above, the overall construction schedule has been extended. To maintain continuity and adequate Construction Administration support throughout the extended construction period, additional hours are required for the Design Team. This amendment includes approximately seven months of additional Construction Administration Services.

The additional Design, Engineering, and Construction Administration Services required to complete the Project are beyond the Consultant's original scope of services and extend beyond the original term of the Professional Services Agreement.

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SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The financial impact of the proposed amendment is as follows:

\$ 646,000.00 Original Contract Amount
\$ 260,310.00 Approved Amendment #1
\$ 117,089.00 Proposed Amendment #2
\$ 1,023,399.00 New Contract Amount

The Board is requested to approve Amendment #2 to the Professional Services Agreement with Salas O'Brien in an amount not to exceed \$117,089.00, for a new total contract amount of \$1,023,399.00 and to extend the duration of the contract.

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

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 September 17, 2025, for architectural services related to the District's Fairfield Campus **Hydronic System Modernization – Phase 1 Project** ("Project"); and

WHEREAS, District and Consultant previously amended the Agreement on April 1, 2026 (Amendment #1), for additional Consultant Services related to the District's Fairfield Campus **Hydronic System Modernization – Phase 1 Project** ("Project"); and

WHEREAS, District and Consultant agree to further amend the Agreement to modify the services being performed for the **Hydronic System Modernization – Phase 1 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, and unlisted sections are not modified.

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, TWENTY-THREE THOUSAND, THREE HUNDRED NINETY-NINE DOLLARS AND 00/100 (\$1,023,399.00)** based on the rates set forth in **Exhibit D**. This fee is a total of the September 17, 2025 Agreement in the amount of \$646,000.00, Amendment #1 in the amount of \$260,310.00, and Amendment #2 in the amount of \$117,089.00.

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:

- ASA #3
 - B-1600 Mechanical Room Upgrade Integration: The standalone B-1600 Mechanical Room Upgrades project was determined to be cost prohibitive as a separate project because its construction value would exceed the DSA cost threshold and trigger full DSA review and approval. At the District's direction, the B-1600 scope was therefore incorporated into the DSA-reviewed Campus Hydronic System Repairs & Modernization project through Field Instruction #01. This task includes the additional project management, mechanical engineering, and drafting effort needed to integrate the prior design into the active drawing set and maintain coordination with the balance of the hydronic

modernization work.

- Consultant to provide the additional internal and external coordination required to develop a DSA-compliant package for the incorporated B-1600 work. Services include coordination with the structural engineer, coordination with District related to pre-purchased materials, review of structural requirements affecting the mechanical design, incorporation of coordinated revisions, and preparation of plans by the drafting department.
- The unused construction administration budget remaining under the separate B-1600 contract (SOBE Project No.: 2510-00648) will be negated from that open contract and added to this project so the separate B-1600 contract can be closed.
- Revised CHW PVC Thrust-Blocking Requirements: During design and preparation of the contract drawings, thrust blocks were indicated for 8-inch and larger solvent-welded CHW PVC piping. The manufacturer subsequently revised its thrust block requirement to include 6-inch and larger piping (which was later corrected again on their shop drawing submittal). Consultant to provide engineering review of the revised requirement and update the design information, details, and coordination necessary to address thrust blocking at affected fittings
- Contractor Discovery and General Field Revisions: The General Contractor has performed utility locating and hydro excavation, including potholing, within the planned work areas. These efforts identified undocumented utilities, unexpected pipe alignments and depths, and other unforeseen conditions that differ from the information used for design. Provide additional engineering evaluation, multidisciplinary coordination, drawing revisions, responses, and field instructions necessary to modify the work around the verified conditions. The specific known revisions are described below:
 - RFI #22, B-1700 Domestic Cold Water Branch.
 - RFI #26, Vault #5 and Street-Slope Coordination, & RFI #27, Vault #4, Storm Drain, and EL-18.
 - RFI #28, Vault #7 Offset Piping and Adjacent Utilities.
 - RFI #30, Vault #9 Relocation.
 - Revised RFIs #29 and #30 / Field Instruction #02 Omission of Vault #8 & #12.
- Construction Schedule Extension: Following Notice to Proceed, the General Contractor reported precast vault lead times of nine months or longer, compared to the originally anticipated four to six months. As a result, the District extended the construction completion date from mid-January 2027 to mid-August 2027, requiring approximately seven months of additional project management and construction administration services.
 - Extended Construction Observation. Consultant to provide additional site observation to support the quality assurance requested by the District during the extended construction period. The allowance includes one site visit and observation report in February 2027 and one in March 2027, when weather is expected to limit site-repair activity, followed by biweekly site visits and observation reports from the beginning of April through August 2027. Services beyond these stated visits and reports are excluded unless separately authorized.
 - Extended OAC Meeting Participation. Attend up to 30 additional weekly Owner-Architect-Contractor meetings during the extended construction period. The budget assumes attendance by four Salas O'Brien representatives: the Project Manager, Construction Administrator, Project Engineer, and Senior QC Engineer. Each meeting is budgeted at 1.25hrs.

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: _____, 2026

SOLANO COMMUNITY COLLEGE DISTRICT

By: _____

Print Name: Susan Wheet
Print Title: Vice President, Finance and
Administration

Dated: _____, 2026

SALAS O'BRIEN

By: _____

Print Name: _____
Print Title: _____