

**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 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. 01 to increase the original professional services Agreement fee 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: \$92,400 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**

September 20, 2024

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

October 2, 2024

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

Additional design and engineering services are required for the completion of the project. The additional scope includes issuance of Field Instructions (FI) for the design of Temporary Cooling and Temporary Heating for the entire Fairfield Campus. Field Instructions for the sequence of operations for the Electric Boilers in coordination with the Solar Energy Project. Issuance for Construction Change Directives (CCD) for the design of structural components necessary for the installation of the Hydronic Piping inside the Central Plant Building, and the replacement of the existing Pool Heating Exchange System.

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 Proposed Amendment No. 01  
\$ 889,350.00 New Contract Amount

The Board is asked to approve this contract Amendment No. 01 to Salas O'Brien in an amount not to exceed \$94,400.00.

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 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 agree to 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 **EIGHT HUNDRED EIGHTY-NINE THOUSAND THREE HUNDRED FIFTY DOLLARS AND 00/100 (\$889,350.00)** 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 and Amendment No. 01 in the amount of \$92,400.00.

*[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:
  - Engineering services for design of Field Instruction #1 (issued 4/5/2024); Temporary Cooling. This effort includes the following:
    - Coordination with rental chiller companies to find best fit for the campus as relates to temporary chiller capacity, temporary pump design, controls, equipment availability and electrical design.
    - Coordination meetings and correspondence with District and Contractor regarding start-up of temporary chiller (i.e. air bleeding system at building level and best approaches).
    - Monitoring BMS System to ensure cooling setpoints are being met.
    - Producing final draft of Field Instruction #1 for temporary cooling.
    - Review of Change Order Requests.

- Additional vendor coordination for reserving additional 460 Tons of temporary chiller (a contingency plan for District to ensure cooling needs are met for start of Fall Semester, pending Contractor ability to complete the new chiller installation per design documents).
  - Pre-occupancy commissioning efforts of the cooling plant to ensure Fairfield Campus chiller plant and cooling towers are installed and functioning on automatic programming prior to the start of Fall Semester.
  - Engineering services for design of Field Instruction #2 (issued 7/25/2024) – Temporary Heating. The District identified the near-term need for pool heating and Building 1700 heating to satisfy loads as soon as the existing boiler plant is to be demolished (Phase A Temp Heating). And, in the Fall/Winter months, serve the entire campus loop (Phase B Temp Heating). The design effort includes the following:
    - Coordination with rental boiler companies to find best fit for the campus as relates to temporary boiler capacities, temporary pump design, controls, equipment availability and electrical design.
    - Coordination meetings and correspondence with District and Contractor regarding start-up of temporary boiler system (i.e. air bleeding system at building level and best approaches).
    - Producing final draft of Field Instruction #2 for temporary heating.
    - Review of Change Order Requests.
  - Engineering services for design of control sequences that deploy electric boilers based on Fairfield Campus solar PV generation (includes 3 meetings with solar team).
  - Engineering services for the design of Construction Change Document (CCD) #05 for the replacement of the pool heating heat exchangers located in the Pool Equipment Room.
  - Additional time for excessive submittal reviews (i.e. beyond 3 submittal review periods for a given specification section).
  - Structural engineering design support related to the cantilever pipe supports that were needed to resolve a conflict with the conduit tray (by others), as per CCD #02 (DSA Approved 4/11/2024)
  - All design items listed above will be reviewed and approved by DSA.
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: \_\_\_\_\_, 2024

**SOLANO COMMUNITY COLLEGE DISTRICT**

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

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

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

**SALAS O'BRIEN**

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

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