# AGENDA ITEM MEETING DATE October 20, 2021

# SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:	Members of the Governing Board
SUBJECT:	CONTRACT AMENDMENT #1 TO OPTONY INC. FOR ADDITIONAL PROFESSIONAL SERVICES FOR THE DISTRICT'S SOLAR ENERGY PROJECT

## **REQUESTED ACTION:**

Information	OR
Consent	OR

⊠Approval ⊠Non-Consent

## SUMMARY:

On April 21, 2021 the Board approved a professional services contract to Optony Inc. for renewable energy consultant services for the District's Solar Energy Project.

Board approval is now requested for Amendment #1 to increase the original professional services Agreement with Optony Inc. for additional renewable energy consultant 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: <u>Renovating existing instructional space and equipment.</u>

Ed. Code:	Board Policy:	Estimated Fiscal Impact: \$29,370 Measure Q Funds
SUPERINTEND	ENT'S RECOMMENDATION:	APPROVAL DISAPPROVAL NOT REQUIRED TABLE
Lucky Lofton		
Executive Bonds Manager		
PRESENTER'S NAME		-
	00 Suisun Valley Road Fairfield, CA 94534	

ADDRESS

(707) 863-7855

**TELEPHONE NUMBER** 

Susan Wheet Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

October 8, 2021

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT **Celia Esposito-Noy, Ed.D.** Superintendent-President

October 20, 2021

#### DATE APPROVED BY SUPERINTENDENT-PRESIDENT

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TO:	Members of the Governing Board
SUBJECT:	CONTRACT AMENDMENT #1 TO OPTONY INC. FOR ADDITIONAL PROFESSIONAL SERVICES FOR THE DISTRICT'S SOLAR ENERGY PROJECT

## **SUMMARY**:

## CONTINUED FROM THE PREVIOUS PAGE

Optony Inc. was asked to provide additional renewable energy consultant services for supplementary solar panels and equipment that will be needed for a Central Plant upgrade that is anticipated on the Fairfield Campus. The Fairfield Campus' central plant is expected to be upgraded to a hybrid electric/gas system. This additional solar expansion is expected to provide supplemental renewable energy to the system. This additional scope of work is beyond the original scope of the Consultant.

- \$ 119,375.00 Original Contract Amount
- <u>\$ 29,370.00</u> Proposed Amendment #1
- \$ 148,745.00 New Contract Amount

The Board is asked to approve this contract Amendment #1 to Optony Inc. in an amount not to exceed \$29,370.

The agreement is available online at <a href="http://www.solano.edu/measureq/planning.php">http://www.solano.edu/measureq/planning.php</a>

#### **AMENDMENT No. 01 TO AGREEMENT**

#### PARTIES

This **FIRST** Amendment to Agreement ("Amendment") is entered into between **Solano Community College District** ("District") and **Optony Inc.** ("Consultant"), (collectively the "Parties").

#### RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated April 21<sup>st</sup>, 2021, for renewable energy services related to the District's **Solar Energy Project** ("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

Section 3. Compensation of the Agreement is amended to read:
 3. Compensation. District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not-to-exceed One-Hundred Forty-Eight Thousand Seven Hundred Forty-Five Dollars and 00/100 (\$148,745.00). This fee is a total of the April 21<sup>st</sup>, 2021 Agreement in the amount of \$119,375.00 and Amendment No. 01 in the amount of \$29,370.00. District shall pay Consultant according to the following terms and conditions:

3.1. 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.

3.2. Feasibility Study (Phase 1):	\$15,875
3.3. RFP/Q Preparation and Management (Phase 1):	\$17,100
3.4. Contracting Support (Phase 1):	\$19,825
3.5. Design Review (Phase 1):	\$19,175
3.6. Construction Phase Services (Phase 1):	\$47,400
3.7. RFP/Q Preparation and Management (Phase 2):	\$14,100
3.8. Contracting Support (Phase 2):	\$ 9,475
3.9. Design Review (Phase 2):	\$ 5,795

2. Exhibit A description of the scope of work shall be amended to include the following:

Scope of work includes additional renewable energy consultant services needed for the addition of the Central Plant solar component. The proposed extra services fall into the following subtasks; coordination, procurement specifications, and contracting management for any additional solar (and/or energy storage) needed to implement a cost-effective central plant upgrade.

RFP/Q Preparation & Management (Phase 2)

- Coordination with Salas O'Brian study team
- Review modeling of thermal loads
- Determine scale of additional solar and battery storage as reference in Phase I RFP

- Estimate Phase II cost
- Define size limits of Phase II

Contracting Support (Phase 2)

- Support negotiations for Phase II pricing
- Provide central plant electrification case studies from other colleges
- Negotiate Phase II long-term operation and maintenance service agreement

Design Review (Phase 2)

- Solar design review at 50%, 90% and 100% plan completion levels
- Support interconnection capacity study of Phase II
- Battery storage / thermal storage design review
- 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: \_\_\_\_\_, 2021
 Dated: \_\_\_\_\_, 2021

 SOLANO COMMUNITY COLLEGE
 OPTONY INC.

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

Print Name: Lucky Lofton Print Title: Executive Bonds Manager Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_