

**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  
VACAVILLE ANNEX ENVIRONMENTAL  
IMPROVEMENT PROJECT**

**REQUESTED ACTION:**

**Information**    **OR**     **Approval**  
 **Consent**        **OR**     **Non-Consent**

**SUMMARY:**

On May 5, 2021 the Board approved a professional services contract to Salas O'Brien for architectural and mechanical engineering services for the Vacaville Annex Environmental Improvement Project.

Board approval is requested for the attached Amendment No. 01, to increase the original 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.

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$28,000 Cares Act Funds</i>
<b>SUPERINTENDENT'S RECOMMENDATION:</b>		<input checked="" type="checkbox"/> <b>APPROVAL</b> <input type="checkbox"/> <b>DISAPPROVAL</b> <input type="checkbox"/> <b>NOT REQUIRED</b> <input type="checkbox"/> <b>TABLE</b>
Lucky Lofton Executive Bonds Manager		
<b>PRESENTER'S NAME</b>		
4000 Suisun Valley Road Fairfield, CA 94534		
<b>ADDRESS</b>		
(707) 863-7855		
<b>TELEPHONE NUMBER</b>		
Robert V. Diamond Vice President, Finance & Administration		
<b>VICE PRESIDENT APPROVAL</b>		
August 18, 2021		
<b>DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT</b>		
		Celia Esposito-Noy, Ed.D. Superintendent-President
		September 1, 2021
		<b>DATE APPROVED BY SUPERINTENDENT-PRESIDENT</b>



## **AMENDMENT NO. 01 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 May 5, 2021, for architectural and engineering services related to the District's **Vacaville Annex Environmental Improvement 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**

1. Section 3. Compensation of the Agreement is amended to read:  
District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not-to-exceed **One Hundred Ninety Four Thousand Five Hundred Dollars and 00/100 (\$194,500.00)**. This fee is a total of the May 5, 2021 Agreement in the amount of \$166,500 and Amendment No. 01 in the amount of \$28,000. 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.

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

Incorporate a full roofing design, for complete roof replacement into the design documents:

- Development of Plans and Specifications (100% CD's; DSA approved) suitable for bidding.
- Construction Administration and a delivered construction project. Incorporate roofing design in the C/A process already under contract.

Conditions, Clarifications and Exclusions:

- The current contract (referenced) has a targeted construction budget of \$1.6 million. The roof replacement will require an additional construction budget to be determined at schematic.
- The roof evaluation is limited to visual evaluations of the roof by experienced roofing engineers as well as analysis of District provided information. However, the fee contains an optional, line item cost of \$5,620 for localized testing of the roof.
- It is assumed that the roof is free of hazardous materials. If hazardous materials are suspected, District to provide hazmat consultant to work with the engineer to provide appropriate testing, and if testing is positive, develop appropriate procedures to be included in the design documents.

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  
DISTRICT**

**Salas O'Brien**

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

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

Print Name: Lucky Lofton  
Print Title: Executive Bonds Manager

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