

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: **Members of the Governing Board**

SUBJECT: **CONTRACT AMENDMENT #1 TO SALAS O'BRIEN FOR
PROFESSIONAL SERVICES FOR THE BUILDING 300
HVAC ASSESSMENT PROJECT**

REQUESTED ACTION:

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

SUMMARY:

On April 15, 2020 the Board approved a professional services contract to Salas O'Brien for building automation and mechanical engineering services for the Building 300 HVAC Assessment Project.

Board approval is now requested for the attached Amendment #1 to increase the original professional services Agreement with Salas O'Brien for additional design services needed for 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.

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$4,880 Measure Q Funds</i>
SUPERINTENDENT'S RECOMMENDATION:		<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE
Lucky Lofton Executive Bonds Manager		
PRESENTER'S NAME		
4000 Suisun Valley Road Fairfield, CA 94534		
ADDRESS		
(707) 863-7855		
TELEPHONE NUMBER		
Robert V. Diamond Vice President, Finance & Administration		
VICE PRESIDENT APPROVAL		
August 07, 2020		
DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT		
		Celia Esposito-Noy, Ed.D. Superintendent-President
		August 19, 2020
		DATE APPROVED BY SUPERINTENDENT-PRESIDENT

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #1 TO SALAS O'BRIEN FOR
PROFESSIONAL SERVICES FOR THE BUILDING 300
HVAC ASSESSMENT PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The original focus of the assessment was to develop concepts and cost estimates for modernizing the building's automated controls and HVAC system to convert the final building over the new Digital Controls System. During this assessment, multiple configurations were reviewed due to the complexity of the building, and the evolving needs of the District. This required multiple options be explored, ultimately leading to a final decision which will require additional effort to design.

The added design scope is to perform and develop an additional study to include a controls-only upgrade, while still maintaining the existing laboratory configuration for the HVAC system.

\$ 24,660.00 Original Contract Amount
\$ 4,880.00 Proposed Amendment #1
\$ 29,540.00 New Contract Amount

The Board is asked to approve this contract Amendment #1 to Salas O'Brien in an amount not to exceed \$4,880.

The contract amendment is available online at: <http://www.solano.edu/measureq/planning.php>

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 April 15th, 2020, for mechanical engineering services related to the District's **Building 300 HVAC Assessment 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:
3. Compensation. District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not-to-exceed **Twenty Nine Thousand Five Hundred Forty Dollars and 00/100 (\$29,540.00)**. This fee is a total of the April 15th, 2020 Agreement in the amount of \$24,660 and Amendment No. 01 in the amount of \$4,880. 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 "Scope of Work" is amended to include the following:
Scope of work includes additional design services needed to perform and develop a additional study to include a controls-only upgrade, while still maintaining the existing laboratory configuration for the HVAC system.
3. Exhibit A "Schedule" is amended to include the following:
Consultant's work will be completed on or before September 15, 2020
4. 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).
5. 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: _____, 2020

Dated: _____, 2020

**SOLANO COMMUNITY COLLEGE
DISTRICT**

Salas O'Brien

By: _____

By: _____

Print Name: Lucky Lofton
Print Title: Executive Bonds Manager

Print Name: _____
Print Title: _____