

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONTRACT AMENDMENT #1 TO NOLL & TAM  
ARCHITECTS FOR ADDITIONAL SERVICES FOR THE  
QUAD WATER CONSERVATION PROJECT

**REQUESTED ACTION:**

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

**SUMMARY:**

On October 5, 2022, the Board approved a professional services contract to Noll & Tam Architects for Architectural Services for the Fairfield Campus Quad Water Conservation Project.

Board approval is now requested for Amendment No. 01 to increase the original professional services Agreement fee with Noll & Tam Architects for additional design services needed for the completion of 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: \$26,625.00 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**

June 6, 2025

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

June 18, 2025

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT  
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ARCHITECTS FOR ADDITIONAL SERVICES FOR THE  
QUAD WATER CONSERVATION PROJECT**

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

Additional design services are required for the completion of the project. Due to an extended closeout process additional support was required from the Design Team. This included multiple site visits to verify scope of work, and additional design work.

The additional effort needed to complete this work is beyond the original scope of the Consultant and extends beyond the original term of their contract.

\$ 208,163.00 Original Contract Amount  
\$ 26,625.00 Proposed Amendment #1  
\$ 234,788.00 New Contract Amount

The Board is asked to approve this contract Amendment No. 01 to Noll & Tam Architects in an amount not to exceed \$26,625.00 and to extend the contract term.

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 **Noll & Tam Architects** ("Consultant"), collectively the "Parties").

### **RECITALS**

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated October 5, 2022 for **Design Services** related to the District's Fairfield Campus **Quad Water Conservation Project** ("Project"); and

WHEREAS, District and Consultant agree to amend the Agreement to modify the original services being performed for the **Quad Water Conservation 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 2. Term of the Agreement is amended to read:

**2. Term.** Consultant shall commence providing services under this Agreement on October 5, 2022, and will diligently perform as required and complete performance by June 18, 2025, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

2. Section 4. Compensation of the Agreement is amended to read:

**4. Compensation.** District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not-to-exceed Two Hundred Thirty-Four Thousand, Seven Hundred Eighty-Eight Dollars and 00/100 (\$234,788.00). This fee is a total of the October 5, 2022, Agreement in the amount of \$208,163.00, and Amendment #1 in the amount of \$26,625.00. District shall pay Consultant according to the following terms and conditions:

4.1. 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.

- 4.1.1. Schematic Design Phase & Campus Outreach: \$33,368.00
- 4.1.2. Design Development Phase: \$44,042.00
- 4.1.2. Construction Document Phase: \$76,988.00
- 4.1.3. Bidding & Negotiation: \$3,905.00
- 4.1.4. Construction Administration: \$25,960.00
- 4.1.5. Project Closeout: \$4,900.00
- 4.1.6. Design Contingency: \$19,000.00
- 4.1.7. Amendment No. 01: \$26,625.00

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: \_\_\_\_\_, 2025

**SOLANO COMMUNITY COLLEGE DISTRICT**

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

Print Name: Lucky Lofton

Print Title: VP, Facilities and Executive  
Bonds Manager

Dated: \_\_\_\_\_, 2025

**NOLL & TAM ARCHITECTS**

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

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

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