

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

TO: **Members of the Governing Board**

SUBJECT: **CONTRACT AMENDMENT #2 TO NOLL & TAM
ARCHITECTS FOR PROFESSIONAL SERVICES FOR THE
LIBRARY / LEARNING RESOURCE CENTER PROJECT
(BUILDING 100 REPLACEMENT)**

REQUESTED ACTION:

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

SUMMARY:

On November 15, 2017 the Board approved a professional services contract to Noll & Tam Architects for architectural services for the Library / Learning Resource Center Project (Building 100 Replacement) on the Fairfield Campus.

Board approval is now requested for the attached Amendment #2 to increase the original professional services agreement with Noll & Tam Architects for costs incurred resulting from additional scope of services and COVID-19 project delays.

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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.

Ed. Code: Board Policy: Estimated Fiscal Impact: \$80,998.00 State, Cares Act, and Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Lucky Lofton
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Susan Wheet

Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

October 22, 2021

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
Superintendent-President

November 3, 2021

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #2 TO NOLL & TAM
ARCHITECTS FOR PROFESSIONAL SERVICES FOR THE
LIBRARY / LEARNING RESOURCE CENTER PROJECT
(BUILDING 100 REPLACEMENT)**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

During construction, several requests were made by both the contractor and the District to increase the contract scope of the design team in order to improve the project for the District and allow for more efficient work by the contractor. Additionally, delays to the project schedule as a result of COVID-19 have resulted in requiring the design team to remain on the project longer than originally agreed upon. The agreement with Noll & Tam Architects to increase their fee is in consideration of the costs associated with those requests and the COVID-19 pandemic.

\$ 2,992,309.00	Original Contract Amount
\$ (100,000.00)	Previously Approved Amendments (1)
<u>\$ 80,998.00</u>	Proposed Amendment #2
\$2,973,307.00	New Contract Amount

The Board is asked to approve this contract Amendment #2 to Noll & Tam Architects in an amount of \$80,998.00.

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

**AMENDMENT NO. 2 TO
AGREEMENT FOR ARCHITECTURAL SERVICES**

This Amendment No. 2 to the Agreement for Architectural Services ("Amendment") for the Library/Learning Resource Center Project (Building 100 Replacement) at Fairfield Campus, is made and entered into this 20th day of October, 2021, by and between the Solano Community College District ("District") and Noll & Tam Architects ("Architect") (each a "Party" and, together, "Parties") as follows:

RECITALS

WHEREAS, the Parties entered into the Agreement for Architectural Services on November 1, 2017 ("Agreement"), relating to the Library/Learning Resource Center Project (Building 100 Replacement) at Fairfield Campus, located at 4000 Suisun Valley Road, Fairfield, CA 94534 ("Project"), as further described in the Agreement;

WHEREAS, pursuant to the Agreement, Architect's contract price for architectural services ("Services") satisfactorily rendered is a not-to-exceed amount of Two Million Nine Hundred Ninety-Two Thousand Three Hundred Nine and 00/100 Dollars (\$2,992,309.00) ("Fee");

WHEREAS, at this time, the Parties wish to amend the Agreement to increase the Fee amount by Eighty Thousand Nine Hundred and Ninety-Eight and 00/100 Dollars (\$80,998.00) for costs incurred by the District resulting from various additions to the project scope and delays due to COVID-19 for the Project, as more particularly described in Exhibit "1" attached hereto and incorporated herein by this reference;

WHEREAS, the new Fee will be Two Million Nine Hundred Seventy-Three Thousand Three Hundred and Seven and 00/100 Dollars (\$2,973,307.00); and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth above and contained herein, the Parties agree as follows:

1. Amendments to Agreement.

1.1 Fee. Article 6.1 of the Agreement, Fee and Method of Payment, shall be deleted in its entirety and amended to read as follows:

6.1. The District shall pay Architect for all Services contracted for under this Agreement an amount equal to the following ("Fee"):

An amount equal to **Two Million Nine Hundred Seventy-Three Thousand Three Hundred and Seven and 00/100 Dollars (\$2,973,307.00)** based on the rates set forth in **Exhibit "D."**

1.2 Release. Article 28 shall be added to read as follows:

28.4. Release of Claims by the District

Except as reserved in section 28.4.1 below, the District releases and discharges all claims of every kind whatsoever (including, without limitation, claims for breach of contract, breach of fiduciary duty, negligence, breach of statutory duties, compensatory damages, direct/indirect/consequential damages,

liquidated damages, interest, penalties, punitive damages, specific performance, injunctive or declaratory relief, costs, attorneys' fees and/or expert fees) ("Released Matters"), which the District and/or any of its agents, trustees/directors, representatives, employees, predecessors, successors, and/or assigns, asserts or could assert against Architect, its agents, subcontractors, suppliers, shareholders, representatives, sureties, insurers, employees, predecessors, successors, and/or assigns, based upon or arising out of Construction Change Document No. 9.

28.4.1. Matters Not Included in the Release

The Released Matters do not include, and the Parties do not discharge, waive, or otherwise negate any covenants, duties, or warranties, or claims for indemnity and contribution therefor, which may exist in the Agreement and/or Amendment and survive completion of the Project and final payment, and/or relate to a latent deficiency as defined in Code of Civil Procedure section 337.15. Further, it is the intent of the Parties that this Amendment does not discharge, waive, or otherwise negate any contractual indemnity or insurance obligation, which may survive completion of the Project and final payment. Such obligations, rights, and defenses remain in full force and effect notwithstanding this Amendment.

28.5 Release of Claims by Architect

Architect releases and discharges the District from any and all claims, claims for indemnification or contribution, complaints, causes of action, demands, liabilities, losses, or damages, including attorneys' fees and costs, experts' and consultants' fees and costs, known or unknown, which Architect may now or hereafter have against the District based upon or arising out of Construction Change Document No. 9.

2. Other Provisions Reaffirmed.

All other provisions of the Agreement shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Agreement, the provisions of this Amendment No. 1 shall control.

IN WITNESS WHEREOF, the Parties have executed and entered into this Amendment No. 1 as of the date set forth above.

Dated: _____, 2021

Dated: _____, 2021

NOLL & TAM ARCHITECTS

SOLANO COMMUNITY COLLEGE DISTRICT

By: _____

By: _____

Print Name: _____

Lucky Lofton
Executive Bonds Manager

Print Title: _____

EXHIBIT "1"



Exhibit 1: Noll & Tam Contract Amendment #2 Line-Item Breakdown

Item	Date	Description	CCD	Credited in CO#	Fee Amount
01	6/8/2020	Deck Bearing Details - Contractor Request	003	5	\$ 4,750.00
02	7/6/2020	Metal Stud Anchors - Contractor Request	028	10	\$ 900.00
03	7/28/2020	Bluebanger Hangers - Contractor Request	026	10	\$ 2,450.00
04	9/4/2020	Sidewalk Replacement at B700 - Owner Request			\$ 9,615.00
05	10/14/2020	Deck Opening Weld Changes - Contractor Request	046	10	\$ 1,250.00
06	10/19/2020	Skewed Beam - Contractor Request	050	11	\$ 850.00
07	10/22/2020	Curved Edge Beam - Contractor Request	051	11	\$ 1,200.00
08	12/15/2020	RTU Platforms - Contractor Request	058	11	\$ 950.00
09	1/19/2021	Remediation of Column Top Errors - Contractor Request	062	11	\$ 1,250.00
10	2/1/2021	Storefront Adjustment - Contractor Request	063	11	\$ 950.00
11	3/12/2021	Miscellaneous IT Changes - Owner Request	068		\$ 5,000.00
12	9/27/2021	Alternate Interior Storefront Review - COVID Delay			\$ 1,628.00
13	9/27/2021	Restroom Change to Gender Neutral - Owner Request			\$ 1,875.00
14	9/29/2021	Additional IT Furniture Backing - Owner Request			\$ 1,050.00
15	10/1/2021	Extended Construction Admin - COVID Delay			\$ 47,280.00

Total Owner Request:	\$	17,540.00
Total Contractor Request (Credited back via CO):	\$	14,550.00
Total due to COVID-19:	\$	48,908.00
Total Add Service Fee:	\$	<u>80,998.00</u>