AGENDA ITEM	
MEETING DATE	February 17, 2016

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:	Members of the Governing Board				
SUBJECT:	CONTRACT AMENDMENT WITH LPAS FOR BUILDING 1200 THEATER RENOVATION PROJECT ARCHITECTURAL SERVICES				
REQUESTED ACTION:					
☐Information OR ☐Consent OR	⊠Approval ⊠Non-Conse	ent			
to provide services for the Bui	lding 1200 Theater gust 2014 which ac	nent in the amount of \$1,059,000 with LPAS was approved representation Project. A First Amendment in the amount of dded the Furniture, Fixtures, and Equipment scope of the			
with LPAS. This Second ame approval from DSA and overs	ndment is to provious ight for a protective ering services to r	nd Amendment to original architectural services agreement de additional design services include designing, obtaining re cover and entry from the lobby to the black box theatre; resolve unforeseen existing conditions that were not visible			
The Board is asked to approve this contract amendment to LPAS in an amount not to exceed \$18,300.					
STUDENT SUCCESS IMPA Help our students achieved Basic skills education Workforce development Transfer-level education Other: N/A	ve their educational, t and training	, professional and personal goals			
Ed. Code: Board Policy	v: 3225;3520 E	Estimated Fiscal Impact: \$18,300 Measure Q /State Funds			
SUPERINTENDENT'S RECO	MMENDATION:	☑ APPROVAL☐ NOT REQUIRED☐ TABLE			
Thomas Becker Interim Executive Bond PRESENTER'S N	ds Manager	_			
4000 Suisun Valle Fairfield, CA 94	y Road				
ADDRESS		Celia Esposito-Noy, Ed.D. Superintendent-President			
(707) 863-785	55	Superintendent-Frestdent			
TELEPHONE NU		_			
Yulian Ligios					
Vice President, Finance and		February 5, 2016			
VICE PRESIDENT A	PPROVAL	DATE APPROVED BY SUPERINTENDENT-PRESIDENT			
February 5, 20	16	<u>_</u>			
DATE CUDMITT	ED TO				

SUPERINTENDENT-PRESIDENT

AMENDMENT TO AGREEMENT

PARTIES

This Second Amendment to Agreement ("Amendment") is entered into between Solano Community College District ("District") and LPAS ("Consultant"), collectively the "Parties").

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated February 19, 2014, for services related to Solano Community College District – Building 1200, Theater Renovation ("Project"); and

WHEREAS, District and Consultant desire to amend the Agreement to provide design and coordination services related to additional structural work required by unforeseen conditions and the design and approval of a protected entry from the lobby to the black box theatre.

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

AGREEMENT

- 1. Article 6, Section 6.1 of the Agreement is amended to read in its entirety:
 - 6.1. The District shall pay Architect for all Services contracted for under this Agreement an amount equal to the following ("Fee"):

One Million, One Hundred Twenty Nine Thousand Dollars (\$1,147,300) based on the rates set forth in Exhibit "D" of the agreement. This fee is a total of February 19, 2014 agreement in the amount of \$1,059,000; Amendment #1 in the amount of \$70,000; and Amendment #2 in the amount of \$18,300.

- 2. Article 13, Section H Construction Administration Phase in Exhibit A is added to the Agreement to read:
 - 13. Authorized Extra Services

The following services have been authorized by the District as Extra Services.

- a. Design of protective cover/enclosure at the entrance to the Black Box Theatre. Architect shall provide all services and prepare necessary documentation to achieve approval of the design from the District and DSA and allow for pricing by the Contractor. All subconsultant efforts from design thorough construction closeout for this cover/enclosure are included in this amendment.
- b. All engineering and architectural services related to resolving DSA field trip note #02 regarding additional reinforcement and bracing for existing framed walls and unforeseen conditions requiring additional structural work at the Choral risers.

- 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:	, 2016	Dated:	, 2016
SOLANO CO	MMUNITY COLLEGE		
Ву:		Ву:	
Print Name:	Yulian Ligioso	Print Name: Print Title:	
Print Title:	Vice President, Finance and Administration		