TO: Members of the Governing Board

SUBJECT: CONTRACT AMENDMENT WITH LPAS FOR BUILDING 1200 THEATER RENOVATION PROJECT ARCHITECTURAL SERVICES

REQUESTED ACTION:

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

SUMMARY:
In February 2014 an architectural services agreement in the amount of $1,059,000 with LPAS was approved to provide services for the Building 1200 Theater Renovation Project. A First Amendment in the amount of $70,000 was approved in August 2014 which added the Furniture, Fixtures, and Equipment scope of the project to the agreement with LPAS.

Board approval is requested for the attached Second Amendment to original architectural services agreement with LPAS. This Second amendment is to provide additional design services include designing, obtaining approval from DSA and oversight for a protective cover and entry from the lobby to the black box theatre; and additional structural engineering services to resolve unforeseen existing conditions that were not visible until demolition for the project was completed.

The Board is asked to approve this contract amendment to LPAS in an amount not to exceed $18,300.

STUDENT SUCCESS IMPACT:

☐ Help our students achieve their educational, professional and personal goals
☐ Basic skills education
☐ Workforce development and training
☐ Transfer-level education
☐ Other: N/A

Ed. Code: Board Policy: 3225;3520 Estimated Fiscal Impact: $18,300 Measure Q /State Funds

SUPERINTENDENT’S RECOMMENDATION: ☒ APPROVAL ☐ DISAPPROVAL ☐ NOT REQUIRED ☐ TABLE

Thomas Beckett
Interim Executive Bonds Manager

PRESENTER’S NAME

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

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

February 5, 2016

DATE APPROVED BY

SUPERINTENDENT-PRESIDENT

February 5, 2016

DATE SUBMITTED 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 ($1,129,300) 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.


SOLANO COMMUNITY COLLEGE DISTRICT

By: __________________________

Print Name: Yulian Ligioso

Print Title: Vice President, Finance and Administration