

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 COMMUNITY COLLEGE DISTRICT

By: _____

By: _____

Print Name: Yulian Ligioso

Print Name: _____

Print Title: Vice President, Finance and Administration

Print Title: _____