



State Construction Office
Michael J. Shumsky, P.E. | Director

Roy Cooper | Governor
Pamela B. Cashwell | Secretary

March 3, 2023

L.B. Smith and Associate, P.A.
PO Box 784
Monroe, NC 28111

RE: South Piedmont Community College
Classroom Facility - Western Union County (Programming)
SCO # 20-22115-01
NCCCS # 2541

Enclosed are four (4) copies of the proposed Amendment No. 1 to the Letter Agreement for the above referenced project. If you are in agreement, please execute the documents on behalf of your firm and forward to the Owner (**South Piedmont Community College**).

By copy of this letter we are requesting the Owner, if they concur, to complete the execution, return one copy to you, forward one copy to us, and retain the remaining copies for their files.

Sincerely,

Ryan M. Scruggs
Design Contracts Coordinator

Enclosures

CC: Michelle Brock (South Piedmont CC)
Erik Dagenhart (South Piedmont CC)
Dorrine Fokes (NCCCS)

Mailing
1307 Mail Service Center | Raleigh, NC 27699-1307



ncadmin.nc.gov

Location
301 N Wilmington St #450 | Raleigh, NC 27601
984-236-5400 T

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South Piedmont
Community College

Classroom Facility –
Western Union County
(Programming)

SCO # 20-22115-01

Amendment to Letter Agreement
dated May 5, 2021

- E. **This Agreement** represents the entire and integrated agreement between Owner and Designer and supersedes all prior agreements, negotiations and representations either written or oral. **This Agreement** may be amended only by written instrument.

Amendment # 1: (March-3-2023)

For additional services in connection with providing additional programming services including development of a space program and conceptual/schematic layout working in conjunction & coordinating with the specialist Co-Working consultant, development of a conceptual/schematic site plan working in conjunction & coordinating with the developer's engineering team, and develop conceptual/schematic exterior building elevations as outlined in the L.B. Smith and Associate, P.A. proposal letter dated February 28, 2023 attached hereto as "Attachment A", the lump sum fee is hereby increased by \$37,500 to a new total of \$55,500.

IN WITNESS WHEREOF the Owner and the Designer have executed this Agreement, the day and year first above written.

Designer

L.B. Smith and Associate, P.A.

Witness:

Rebecca Lynne Dale

By:

Date:

[Signature]
3-13-23

Owner

The Trustees of South Piedmont Community College

Witness:

Elizabeth Suggs

By:

Michelle Moore Vice President of
(Name & Title) Finance Admin.

Date:

3-6-23

L. B. Smith and Associate, P. A.
ENGINEERS ARCHITECTS

Attachment A

Tuesday, February 28, 2023

Ms. Michelle Brock
Vice President of Finance and Administrative Services / CFO
South Piedmont Community College
4209 Old Charlotte Highway
Monroe, North Carolina 28110

Re: Advanced Planning Proposal
Western Union County Center for Entrepreneurship
SCO # 20-22115-01
25,000 +/- SF Co-Working / Training Building
Waxhaw, North Carolina

Dear Ms. Brock,

In accordance with your request and as we discussed, we are pleased to offer this advanced planning proposal for the referenced project. We appreciate the opportunity afforded us thus far by SPCC as the tentatively selected design firm and we further hope that you have been pleased with our level of interaction thus far.

Background

As has been recently discussed in previous meetings and demonstrated in our December tours of co-working spaces in Concord and Davidson, it has become apparent that the type of facility desired by SPCC is different from the preliminary project information provided by SPCC and developed / assumed by CREDO. While the size of the facility is still approximately the same, the use / function of spaces and operation of the facility has changed and is therefore worthy of more advanced planning & programming to adapt into a more commercial co-working model.

In addition, regarding the site parcel gifted to SPCC for the project, the site is still in need of refinement by the developer (TyPar) concerning the design and construction of their access road and the creation of a pre-graded parcel with off-site master-planned stormwater control and treatment features. These activities may also likely result in the re-platting (re-drawing of the property lines) of the SPCC parcel.

The purpose of this proposal is for LBSmith to provide sufficient advanced planning effort for the building and site as required to establish a more accurate and realistic project scope expectation for SPCC to consider and plan for. At this time, an updated cost estimate for the project is not included but can be provided as an additional service later if desired by SPCC.

This proposal includes all LBSmith efforts since our first post-bond passage meeting on Nov. 10th through the end of February (approximately \$19,000) and with an added amount for additional efforts necessary to accomplish the advanced planning outlined in this proposal.

Assumptions

Our work would be based upon the following assumptions:

1. Size of the building is expected to generally remain at 25,000 SF +/-
2. Emphasis will be focused on providing high-tech, innovative, attractive appeal for modern co-working needs / functions / activities / and operations
3. SPCC's direct employment of (or input from) a specialist Co-Working consultant

Outline of Tasks

Our services shall include the following tasks:

1. Development of a space program and conceptual / schematic layout working in conjunction and coordinating with the specialist Co-Working consultant
2. Development of a conceptual / schematic site plan working in conjunction and coordinating with the developer's engineering team
3. Develop conceptual / schematic exterior building elevations

To be clear as well, a proposal for the design of the off-site sewer main to serve the site / and out parcel(s) will be provided separately (as well as for any associated survey services).

Once the advanced planning is complete and the scope / site more firmly established, LBSmith will follow-up with a formal design proposal to SPCC.

Service Compensation Basis

We propose to provide the services outlined above for the lump sum fee of **\$37,500.00 (including all previous efforts since Nov. 10th)**.

Thank you for your time in consideration of this proposal. We wish to do all we can to further our relationship with SPCC beyond our initial interactions thus far. If you have any questions or require any further explanation, please do not hesitate to contact us. If you prefer to discuss this matter in person, please let us know and we will be happy to attend a meeting.

Sincerely,

L. B. Smith & Associate, P. A.



Larry B. Smith, Jr., P.E.
President

lbsjr:rlld

cc: Mr. Erik Dagenhart