

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

TO: **Members of the Governing Board**

SUBJECT: **CONTRACT AMENDMENT TO CSW/STUBER-STROEH
ENGINEERING GROUP, INC., FOR CIVIL ENGINEERING
SERVICES FOR THE FAIRFIELD CAMPUS
AGRICULTURE (HORTICULTURE) PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for a contract amendment to CSW/Stuber-Stroeh Engineering Group to provide additional pathway and roadway layout, staking of garden, roadways, pathways, and building corners and coordination meetings with the users. This work is to serve the Agriculture (Horticulture) building project.

The Board is asked to approve this contract amendment to CSW/Stuber-Stroeh Engineering Group in the amount of \$8,700 bringing the total overall contract amount to \$36,400 and extending the time to February 15, 2016. The original contract was approved on February 18, 2015.

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

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Increase capacity to support instructional spaces and equipment.

<i>Ed. Code:</i>	<i>Board Policy: 3225;3520</i>	<i>Estimated Fiscal Impact: \$8,700 Measure Q Funds</i>
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SUPERINTENDENT'S RECOMMENDATION:	<input checked="" type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
	<input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE

Thomas Beckett
Interim, Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Yulian Ligioso
Vice President, Finance and Administration

VICE PRESIDENT APPROVAL

November 6, 2015

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Stan R. Arterberry
Interim Superintendent-President

November 6, 2015

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

AMENDMENT TO AGREEMENT

PARTIES

This First Amendment to Agreement ("Amendment") is entered into between Solano Community College District ("District") and CSW/STUBER-STROEH ENGINEERING GROUP (CSW) ("Consultant"), collectively the "Parties").

RECITALS

WHEREAS, District and Consultant entered into a Professional Services Agreement ("Agreement"), dated February 18, 2015, for civil engineering services related to and for the Horticulture Expansion Project ("Project"); and

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

AGREEMENT

1. Section 4. Compensation of the Agreement is amended to read:
District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Thirty Six Thousand Four Hundred Dollars (\$36,400.00). This fee is a total of the February 18, 2015 Agreement in the amount of \$27,700 and Amendment #1 in the amount of \$8,700. District shall pay Consultant according to the following terms and conditions:
 - 4.1. Payment for the Work shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
2. The term of the Agreement shall be extended until the Project has been completed, but in no event later than February 15, 2016, subject to further extension by agreement of the parties.
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: _____, 20__

Dated: _____, 20__

**SOLANO COMMUNITY COLLEGE
DISTRICT**

By: _____

By: _____

Print Name: Yulian Ligioso

Print Name: _____

Print Title: Vice President
Finance and Administration

Print Title: _____

EXHIBIT "A"
DESCRIPTION OF ADDITIONAL SERVICES TO BE PERFORMED BY CONSULTANT

- 1) Design pathway and roadway layout based on the Topographic Survey and Staff input.
- 2) Field stake perimeter of Community Gardens
- 3) Field stake roadways, pathways, and building corners within the four quadrants north of the existing building 1000
- 4) Meeting (two total) and coordination with Horticulture staff and Project Architect.