

**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 a revised Grading and Utility Plan based on March value engineering meetings. 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 \$2,450 bringing the total overall contract amount to \$38,850 and extending the time to July 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: N/A

*Ed. Code:            Board Policy: 3225;3520            Estimated Fiscal Impact: \$2,450 Measure Q Funds*

**SUPERINTENDENT'S RECOMMENDATION:**             **APPROVAL**             **DISAPPROVAL**  
 **NOT REQUIRED**             **TABLE**

Yulian Ligioso  
Vice President, Finance and Administration

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 864-7209

**TELEPHONE NUMBER**

Yulian Ligioso  
Vice President, Finance and Administration

**VICE PRESIDENT APPROVAL**

April 8, 2016

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

April 8, 2016

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

## **AMENDMENT TO AGREEMENT**

### **PARTIES**

This Second 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 Eight Thousand Eight Hundred Fifty Dollars (\$38,850.00). This fee is a total of the February 18, 2015 Agreement in the amount of \$27,700, Amendment #1 in the amount of \$8,700, and Amendment #2 in the amount of \$2,450. 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 July 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: \_\_\_\_\_, 2016

Dated: \_\_\_\_\_, 2016

**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.