

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

TO: **Members of the Governing Board**

SUBJECT: **CONTRACT AMENDMENT NO. 01 TO CSW|ST2 FOR
ADDITIONAL PROFESSIONAL SERVICES FOR THE
AERONAUTICS NUT TREE FACILITY IMPROVEMENTS
PROJECT**

REQUESTED ACTION:

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

SUMMARY:

On November 6, 2019, the Board approved a professional services contract to CSW|Stuber-Stroeh Engineering Group, Inc. (CSW|ST2) for project design services for the Aeronautics Nut Tree Facility Improvements Project.

Board approval is now requested for the attached Amendment No. 01, to increase the original professional services agreement with CSW|Stuber-Stroeh Engineering Group, Inc. for additional design services needed for the project.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Renovating existing instructional space and equipment.

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$3,200 Measure Q Funds</i>
SUPERINTENDENT'S RECOMMENDATION:		<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE
Lucky Lofton Executive Bonds Manager		
PRESENTER'S NAME		
4000 Suisun Valley Road Fairfield, CA 94534		
ADDRESS		Celia Esposito-Noy, Ed.D. Superintendent-President
(707) 863-7855		
TELEPHONE NUMBER		
Robert V. Diamond Vice President, Finance & Administration		
VICE PRESIDENT APPROVAL		January 20, 2021
January 8, 2021		DATE APPROVED BY SUPERINTENDENT-PRESIDENT
DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT		

AMENDMENT NO. 01 TO AGREEMENT

PARTIES

This **FIRST** Amendment to Agreement ("Amendment") is entered into between **Solano Community College District** ("District") and **CSW | Struber-Stroeh Engineering Group, Inc.** ("Consultant"), collectively the "Parties").

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated November 6, 2019, for design services related to the District's Aeronautics Nut Tree Facilities Improvements 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 3. 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-Three Thousand Seven Hundred Eighty Dollars and 00/100 (\$33,780.00)**. This fee is a total of the November 6, 2019 Agreement in the amount of \$30,580 and Amendment No. 01 in the amount of \$3,200. District shall pay Consultant according to the following terms and conditions:
 - 3.1. 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. Exhibit A description of the scope of work shall be amended to include the following:
Consultant and its Electrical Engineer will provide additional design and engineering services for the installation of new parking lot lighting and electrical connections for a new sewer lift station. Consultant will provide additional services from Design through Construction Closeout.
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: _____, 2021

Dated: _____, 2021

**SOLANO COMMUNITY COLLEGE
DISTRICT**

**CSW | Stuber-Stroeh Engineering Group
Inc.**

By: _____

By: _____

Print Name: Lucky Lofton

Print Name: _____

Print Title: Executive Bonds Manager

Print Title: _____