

AMENDMENT #2 TO AGREEMENT

PARTIES

This FIRST Amendment to Agreement ("Amendment") is entered into between Solano Community College District ("District") and **PB Electric, Inc.** ("Consultant"), collectively the "Parties").

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated November 16, 2022, for Design-Build Construction Services for the Fairfield Campus Substation #3 & #4 Replacement Project ("Project"); and

WHEREAS, District and Consultant agreed to amend the Agreement to incorporate the Final Guaranteed Maximum Pricing (GMP) for the services via Amendment #1 dated June 21, 2023; and

WHEREAS, District and Consultant agree that services related to the re-routing of Substation #5 feeders and the addition of a 5th Way to the pad mounted switch shall be added into the scope of services;

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 2.1 of the Agreement is amended to read in its entirety:

2.1 Scope of Work

2.1.1 The DBE shall be responsible for the performance of all design and construction services, and provide all materials, labor, tools, and equipment necessary to complete, in a good and workmanlike manner, the Work described in and reasonably inferable from the Contract Documents, in accordance with the Criteria Documents, attached hereto as **Attachment A.2a, A.2b, and A.3** for the GMP.

DBE Shall also be responsible for the performance and execution of Approved DSA Contract Documents under Application Number 02-121194 dated 7/17/2023. Services included the incorporation of added scope at Substation #4 related to unforeseen conditions. Services include:

- i. Clear and Grub of existing landscape and soils adjacent to Sub 4
- ii. Ground Penetrating Radar Locating
- iii. Underground Utility Location
- iv. Vacuum Excavation and Potholing
- v. Trenching, Backfill, and Compaction of Earth Work

- vi. NETA Four Point ground fall testing
- vii. Extension of Grounding System
- viii. Extension of Existing Concrete Equipment Pad
- ix. Extension of Existing Electrical Enclosure Fence Line
- x. Design and Installation of new Underground Medium Voltage Circuit and tie in to existing infrastructure
- xi. Replacement of disturbed landscaping and turf to existing conditions
- xii. All heavy equipment, tool, and rental cost
- xiii. All Temporary Fencing to complete work
- xiv. Extension of existing lighting circuits, procurement, and installation of new lighting fixtures as designated in approved contract documents
- xv. Civil/Structural matting and equipment support devices

2.1.2 DBE shall be responsible for achieving the Milestones Dates in the Project Milestone Schedule as shown in the RFQP Schedule Summary. The Project Milestone Schedule may only be modified pursuant to the provisions of the Contract Documents.

2.1.3 Except as otherwise noted, DBE shall provide and pay for all labor, materials, equipment, permits (excluding DSA), fees, licenses, facilities, transportation, taxes, bonds and insurance, and services necessary for the proper execution and completion of the Work.

2. Article 8.3 of the Agreement is amended to read in its entirety:

Section Previously Read:

Compensation for Construction Services. Following District's issuance of the Notice to Proceed with Construction, District shall pay DBE up to the GMP less the Design Fee for all construction Phase Services contemplated under the Contract Documents, in accordance with the payment procedure set forth herein. District agrees to reimburse DBE in the total amount not to exceed ***Eight Million, Seven Hundred Fifty-Five Thousand, Seven Hundred Sixty-Three Dollars (\$8,755,763)*** ("GMP").

Section Now Reads:

Compensation for Construction Services. Following District's issuance of the Notice to Proceed with Construction, District shall pay DBE up to the GMP less the Design Fee for all construction Phase Services contemplated under the Contract Documents, in accordance with the payment procedure set forth herein. District agrees to reimburse DBE in the total amount not to exceed **Eight Million, Nine Hundred Forty-One Thousand, Eight Hundred Twenty-Three Dollars (\$8,941,823)** ("GMP").

Categories for the Approved GMP Include:

- i. General Conditions - \$885,065
 - ii. Design - \$1,242,491.66
 - iii. Construction - \$5,758,856.04
 - iv. Construction Setup - \$518,882.60
 - v. Allowances - \$536,527.70
3. Article 8.3.1.4 of the Agreement is amended to read in its entirety:

8.3.1.4.1 Allowances Included in Cost of Work

Section Previously Read:

Because it is impossible at the time of execution of the Contract to determine the exact cost of performing certain tasks, the Cost of the Work shall include the following Allowances as noted here:

<i>Task/Work</i>	<i>Allowance Amount</i>
<i>Design/Estimating Allowance</i>	<i>\$150,000</i>
<i>DBE Construction Allowance</i>	<i>\$150,000</i>
<i>Total Allowance Amount</i>	<i>\$300,000</i>

2.1.3.1.1.1.1 At or around the Midpoint of Construction, the Escalation Allowance shall be available for use to the extent that the Calculated Escalation exceeds the Assumed Escalation, but not to exceed Five Hundred Eighty Seven Thousand, Six Hundred Thirty Eight and 00/100 Dollars (\$587,638.00).

Section Now Reads:

Because it is impossible at the time of execution of the Contract to determine the exact cost of performing certain tasks, the Cost of the Work shall include the following Allowances as noted here:

Task/Work	Allowance Amount
Design/Estimating Allowance	\$0
DBE Construction Allowance	\$236,527.70
Total Allowance Amount	\$236,527.70

2.1.3.1.1.1.2 *At or around the Midpoint of Construction, the Escalation Allowance shall be available for use to the extent that the Calculated Escalation exceeds the Assumed Escalation, but not to exceed Three Hundred Thousand and 00/100 Dollars (\$300,000.00).*

4. 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).
5. 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: _____, 2023

Dated: _____, 2023

**SOLANO COMMUNITY COLLEGE
DISTRICT**

PB Electric, Inc.

By: _____

By: _____

Print Name: Lucky Lofton
Print Title: V.P., Facilities and Executive
Bonds Manager

Print Name: _____
Print Title: _____