

AMENDMENT #3 TO AGREEMENT

PARTIES

This **THIRD** 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 agreed to amend the Agreement to incorporate additional Design-Build services to extend the footprint of Substation #4 Pad via Amendment #2 dated June 21, 2023; and

WHEREAS, District and Consultant agree that the agreement shall be amended to reconcile the existing allowance fund allocations to match the approved project budget; 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. Article 8.2 of the Agreement is amended to read:

8.2 Compensation for Design Phase Services

District agrees to reimburse DBE in the total amount not to exceed **One Million, Two Hundred Forty-Two Thousand, Four Hundred Ninety-One Dollars and 66/100 (\$1,242,491.66)** ("Design Fee"), for the performance of all Design Phase services contemplated under the contract Documents. DBE shall be paid monthly for the actual fees and allowed costs and expenses for all time and materials required and expended for work requested and specified by the District as completed. Said amount shall be paid within thirty (30) days upon submittal to the verification by the District of a monthly billing statement showing completion of the tasks for that month on a line-item basis. The Design Fee included in, and not in addition to, the GMP.

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

8.3 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 **Seven Million, Six Hundred Ninety-Nine Thousand, Three Hundred Thirty-Three Dollars and 34/100 (\$7,699,331.34)** ("GMP").

Categories for the Approved GMP Include:

- i. General Conditions - \$885,065.00
- ii. Construction - \$4,959,658.04
- iii. Construction Setup - \$636,410.30
- iv. Allowances - \$887,638.00
- v. Change Order #1 - \$144,500.00
- vi. Change Order #2 - \$186,060.00

3. Article 8.3.1.4 of the Agreement is amended to read:

8.3.1.4.1 Allowances Included in Cost of Work

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	\$150,000
DBE Construction Allowance	\$737,638
Total Allowance Amount	\$887,638

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: _____, 2024

Dated: _____, 2024

**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: _____