

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AMENDMENT #4 TO PB ELECTRIC, INC.  
FOR DESIGN-BUILD CONSTRUCTION SERVICES FOR  
THE SUBSTATIONS #3 & #4 REPLACEMENT PROJECT**

**REQUESTED ACTION:**

☐ Information OR ☒ Approval  
☐ Consent OR ☒ Non-Consent

**SUMMARY:**

On November 16, 2022 the Board approved a Consulting Services contract to PB Electric, Inc. (PBE) to provide Design-Build Construction Services for the Substations #3 & #4 Replacement Project on the Fairfield Campus.

Board approval is now requested for Amendment #4 to extend the construction term and reconcile allowance fund credits in the agreement.

*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.

*Ed. Code: NA Board Policy: NA Estimated Fiscal Impact: \$0 Measure Q Funds*

**SUPERINTENDENT'S RECOMMENDATION:**

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

Lucky Lofton  
VP, Facilities & Executive Bonds Manager

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 863-7855

**TELEPHONE NUMBER**

Lucky Lofton  
VP, Facilities & Executive Bonds Manager

**VICE PRESIDENT APPROVAL**

October 25, 2024

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

**Kellie Sims Butler, Ph.D.**  
Superintendent-President

November 6, 2024  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

Amendment #4 will reconcile a credit back to the District for unutilized DSA permitting fees. The Design-Build Entity carried permitting costs for \$117,527.70 which will be credited to the project Construction Allowance. This Amendment will also extend the construction term of the agreement. The project schedule has been impacted by field coordination with the adjacent Central Plant Project to support start-up of the replacement chiller and boiler systems.

\$ 8,941,823 .00	Current Contract Amount
\$ _____ 0.00	Proposed Amendment #4
\$ 8,941,823 .00	New Contract Amount

The Board is asked to approve this contract Amendment #4 to PB Electric, Inc., for a time extension through June 30, 2025.

This amendment document is available online at:  
<https://welcome.solano.edu/measureq/approved-contracts/>

## **AMENDMENT #4 TO AGREEMENT**

### **PARTIES**

This **FOURTH** 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 agreed to amend the Agreement to reconcile the existing allowance fund allocations to match the approved project budget via Amendment #3 dated March 6, 2024; 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 8.3 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 -	\$518,882.60
iv.	Allowances -	\$1,005,165.70
v.	Amendment #1 -	\$144,500.00
vi.	Amendment #2 -	\$186,060.00

2. 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:

<b>Task/Work</b>	<b>Allowance Amount</b>
Design/Estimating Allowance	\$150,000.00
DBE Construction Allowance	\$855,165.70
<b>Total Allowance Amount</b>	<b>\$1,005,165.70</b>

3. Article 9.2 of the Agreement is amended to read:

**Agreement previously read:**

*By executing this Agreement, the DBE confirms that the Contract Time and Milestone Dates, as stated in the RFQP Schedule Summary, are of the essence of this Agreement. The DBE confirms that the Contract Time and Milestone Dates allow reasonable period of time for achieving the Completion of the Work for the Project.*

**Agreement now reads:**

*It is understood and agreed that the Construction Work under this Contract shall be completed by **January 31<sup>st</sup>, 2025** ("Contract Time").*

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: \_\_\_\_\_