

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AMENDMENT #4 TO ALLANA BUICK & BERS, INC. FOR THE VACAVILLE WATER INTRUSION PROJECT**

**REQUESTED ACTION:**

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

**SUMMARY:**

On April 19, 2023, the Board approved a Professional Services contract to Allana Buick & Bers, Inc. (ABB). On August 2, 2023, October 18, 2023, and June 5, 2024, the Board approved Amendments #1, #2, and #3 to increase the original professional services agreement with Allana Buick & Bers for additional services.

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**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: \$18,562.00 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**

May 9, 2025

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

May 21, 2025

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

Board approval is now requested for Amendment #4 to provide destructive testing and assessment services needed for additional project scope. This Amendment also includes a time extension through July 31, 2025, to accommodate the increased scope of work.

Agreement Summary:

\$ 175,760.00	Contract Amount Through Amendment #3
<u>\$ 18,562.00</u>	<i>Proposed Amendment #4</i>
\$ 194,322.00	New Contract Amount

The Board is asked to approve this contract Amendment #4 to Allana Buick & Bers in an amount not to exceed \$18,562.00 and to extend the contract term.

The contract amendment is available online at: <http://www.solano.edu/measureq/planning.php>

## **AMENDMENT NO. 04 TO AGREEMENT**

### **PARTIES**

This **Fourth** Amendment to Agreement ("Amendment") is entered into between **Solano Community College District** ("District") and **Allana Buick & Bers, Inc.** ("Consultant"), collectively the "Parties").

### **RECITALS**

WHEREAS, District and Consultant entered into an Architectural Engineering Services Agreement ("Agreement"), dated April 19, 2023, for services related to the District's **Vacaville Water Intrusion Project** ("Project"); and

WHEREAS, District and Consultant agreed to amend the Agreement to include additional design observation services to confirm repairs completed by building envelope contractor resolved leaks Via Amendment #1 on August 2, 2023; and

WHEREAS, District and Consultant agreed to amend the Agreement to include additional design services, construction administration, and post installation testing services Via Amendment #2 on October 18, 2023; and

WHEREAS, District and Consultant agreed to amend the Agreement to include additional design services, construction administration, and post installation testing services Via Amendment #3 on June 5, 2024; and

WHEREAS, District and Consultant agree to amend the Agreement to modify the services performed for the District's Vacaville Water Intrusion 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 1. Term of the Agreement is amended to read:

**1. Term.** Consultant shall commence providing services under this Agreement on May 1, 2023, and will diligently perform as required and complete performance by July 31, 2025, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

2. Section 3. Compensation is amended to read:

**Compensation.** District agrees to pay the consultant for services satisfactorily rendered pursuant to this agreement a total fee not to exceed **One Hundred Ninety-Four Thousand, Three Hundred Twenty-Two Dollars (\$194,322)**. District shall pay consultant according to the following terms and conditions:

3. Exhibit A – Scope of Services is amended to include the following, in addition to the items already listed in the original agreement and all previous amendments.

Phase	Task	Time	Quantity
Investigation and Reporting	Project Initiation	2 hrs	N/A
	Destructive Testing Protocol	4 hrs	1 protocol
	Destructive Testing	8 hrs	2 site visits
	Assessment Report	16 hrs	1 report
	Assessment Report Review Meeting	2 hrs	1 meeting

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: \_\_\_\_\_, 2025

**SOLANO COMMUNITY COLLEGE DISTRICT**

By: \_\_\_\_\_

Print Name: Lucky Lofton  
 Print Title: VP, Facilities and Executive  
 Bonds Manager

Dated: \_\_\_\_\_, 2025

**Allana Buick & Bers, Inc.**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_  
 Print Title: \_\_\_\_\_