

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AMENDMENT #1 TO EPPENDORF NORTH AMERICA FOR PROFESSIONAL SERVICES FOR THE BIOTECHNOLOGY AND SCIENCE BUILDING PROJECT**

**REQUESTED ACTION:**

Information    OR     Approval  
 Consent        OR     Non-Consent

**SUMMARY:**

On February 7, 2018 the Board approved a professional services agreement in the amount of \$33,520 with Eppendorf North America to provide start-up equipment training services for the Biotechnology and Science Building Project at the Vacaville Center Campus.

*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: Update infrastructure that supports classrooms or related College facilities

*Ed. Code: Board Policy: 3225; 3520 Estimated Fiscal Impact: None*

**SUPERINTENDENT'S RECOMMENDATION:**       **APPROVAL**       **DISAPPROVAL**  
 **NOT REQUIRED**       **TABLE**

Lucky Lofton  
Executive Bonds Manager

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 863-7855

**TELEPHONE NUMBER**

Robert V. Diamond  
Vice President, Finance & Administration

**VICE PRESIDENT APPROVAL**

February 23, 2018

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

**Celia Esposito-Noy, Ed.D.**  
Superintendent-President

February 23, 2018

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



## **AMENDMENT TO AGREEMENT**

### **PARTIES**

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

### **RECITALS**

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated February 7, 2018, for services related to the **Biotechnology and Science Building Project** ("Project"); and

WHEREAS, District and Consultant desire to amend the Agreement to delete the requirements of Section 10 Audit, to revise the number of training sessions, and revise the completion date,

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 to be revised to read: Consultant shall commence providing services under this Agreement on February 8, 2018 and will diligently perform as required and complete performance by December 31, 2018 unless this Agreement is terminated and/or otherwise cancelled prior to that time.
2. Section 10 Audit of the Agreement is deleted in its entirety.
3. Revise item 3.1.1 to read: Training Session 1 At District requested time; completed before 5/31/18.
4. Add item 3.1.3. to read: Training Session 3 At District requested time; completed before 12/31/18.
5. Section 4 Expenses of the Agreement is deleted in its entirety.
6. Replace Exhibit "A" in its entirety with the following:

#### **EXHIBIT "A"**

##### **DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT**

Consultant shall provide three on-site specialist trainings as follows:

1. BioFlo 120 and BioCommand Training, three days
  2. BioFlo 510 and 610 SIP Training, four days
  3. BioFlo 510 and 610 SIP Review Training, two days
7. 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).
  8. 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: \_\_\_\_\_, 2018

Dated: \_\_\_\_\_, 2018

**SOLANO COMMUNITY COLLEGE DISTRICT**

**EPPENDORF NORTH AMERICA**

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

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

Print Name: Lucky Lofton

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

Print Title: Executive Bonds Manager

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