AGENDA ITEM
MEETING DATE March 7, 2018

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.

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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: 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 APPROVED BY
SUPERINTENDENT-PRESIDENT

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

February 23, 2018

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT
TO: Members of the Governing Board

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

SUMMARY:

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Board approval is requested for the attached Amendment #1 to modify the scope and time frame of the contract that will increase the number of training sessions from two to three, and extend the completion date to December 31, 2018. This is a no cost change to the contract amount.

The Board is asked to approve this no cost contract Amendment #1 to Eppendorf North America.

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

SOLANO COMMUNITY COLLEGE DISTRICT
By: ____________________________

Print Name: Lucky Lofton
Print Title: Executive Bonds Manager

Dated: ________________, 2018

EPPENDORF NORTH AMERICA
By: ____________________________

Print Name: ____________________
Print Title: ______________________