

**RENEWAL AND AMENDMENT NO. 3
TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY AND
Bi Optic**

THIS RENEWAL AND AMENDMENT NO. 3 to the Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter referred to as "County"), and **Bi Optic** (hereinafter referred to as "CONTRACTOR") with respect to the following.

WHEREAS, on August 2, 2018, County and CONTRACTOR entered into an Agreement in the amount of \$3,600 for the term August 1, 2018 through June 30, 2020, for the provision of providing annual preventative maintenance and service to include minor parts/repairs on laboratory microscopes; and

WHEREAS, the County and CONTRACTOR entered into Amendment No. 1, to extend the term for one (1) additional year August 1, 2018 through December 31, 2022 and to increase the total amount of the Agreement to \$7,570, for added services; and

WHEREAS, the County and CONTRACTOR entered into Amendment No.2 to increase the total Agreement amount to \$9,995, due to added services, and

WHEREAS, the Agreement expired by its terms on December 31, 2022; and

WHEREAS, the County and Contractor have since continued to perform under the Agreement and otherwise conduct themselves as if it remained in force; and

WHEREAS, the County and Contractor mutually desire to reinstate the Agreement with effect retroactive to January 1, 2023; and

WHEREAS, the County and CONTRACTOR wish to renew and amend the Agreement on the same or similar terms, to extend the term for an additional three (3) years period through January 1, 2026, to increase funds by \$6,998 for a new AGREEMENT amount not to exceed \$16,993, due to added services, and replace EXHIBIT A.2 due to the added services and parts in the Scope of Work.

WHEREAS, EXHIBIT A.2 is deleted and replaced in its entirety and attached hereto as EXHIBIT A.3 All references in the Agreement to EXHIBIT A shall be construed to refer to EXHIBIT A.3.

NOW THEREFORE, the County and CONTRACTOR hereby agree as follows:

1. The Agreement shall be, and hereby is, retroactively reinstated in its entirety as of January 1, 2023 and shall be, and shall be considered to have been, at all relevant times as provided herein, in full force and effect as if the same had never expired.

2. Section 2.0. Section 2, PAYMENT CONDITIONS, is hereby amended and restated to read in its entirety as follows:

“2.0 PAYMENT PROVISIONS:

“County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A.3, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$16,993.”

3. Section 3.01. Section 3.01 is hereby amended and restated to read in its entirety as follows:

“3.01. The term of the Agreement is from August 1, 2018 to January 1, 2026, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs the Agreement.**”

4. Except as provided herein, all remaining terms, conditions, and provisions of the Agreement are unchanged and unaffected by this Renewal and Amendment No. 3 and shall continue in full force and effect as set forth in the Agreement.
5. A copy of this Renewal and Amendment No.3 shall be attached to the original Agreement executed by County on August 2, 2018.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Renewal and Amendment No. 3 as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: 3/24/2023 | 11:31 AM PDT

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: _____
County Counsel

Date: 2/23/2023 | 2:20 PM PST

Approved as to Fiscal Provisions²

By: _____
Auditor/Controller

Date: 2/24/2023 | 8:23 AM PST

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

Bi Optic Inc
Contractor's Business Name*

By: _____
(Signature of Chair, President, or Vice-President) *

PAUL MEANS President
Name and Title

Date: 2/9/2023

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Assistant Treasurer)*

JEFF BOYER CFO
Name and Title

Date: 2/10/2023

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹Approval by County Counsel is required ²Approval by Auditor-Controller is required

EXHIBIT-A.3
To Agreement by and between
The County of Monterey, hereinafter referred to as “County”
AND
Bi Optic, Inc. hereinafter referred to as “CONTRACTOR”

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

A.1.1 CONTRACTOR shall provide annual preventive maintenance and service, including minor parts and repairs on laboratory microscopes.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed **\$16,993** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Qty	Part#	Description	Unit Price	Ext. Price FY 23-24	Ext. Price FY 24-25	Ext. Price FY 25-26	
5	Service:H1	Maintenance To BX43 & BHTU, Nikon TMS, CIL	\$ 170.00	\$ 850.00	\$ 850.00	\$ 850.00	
2	Service:H2	Maintenance To Olympus BX41 Fluorescent & Nikon \$185.00 \$370.00 CIL LED Fluorescent	\$ 195.00	\$ 390.00	\$ 390.00	\$ 390.00	
4	Service:S1	Maintenance To Dissection Microscopes	\$ 50.00	\$ 200.00	\$ 200.00	\$ 200.00	
1	Service:H1	Maintenance To Generic Compound @ 160 Hitchcock Rd. Salinas	\$ 170.00	\$ 170.00	\$ 170.00	\$ 170.00	
1		Parts/Lamps	\$250.00	\$ 250.00	\$ 250.00	\$ 250.00	
4	Service Travel	TRAVEL/SET-UP	\$112.50	\$ 450.00	\$ 450.00	\$ 450.00	
		Sales Tax		\$ 22.50	\$ 22.50	\$ 22.50	
		Total each Fiscal Year		\$2,332.50	\$2,332.50	\$2,332.50	\$ 6,997.50
		FY 2022-2023					\$ 2,205.00
		FY 2021-2022					\$ 2,205.00
		FY 2020-2021					\$ 1,985.00
		FY 2019-2020					\$ 1,800.00
		FY 2018-2019					\$ 1,800.00
						Not to Exceed	\$ 16,993

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Invoices shall be submitted in duplicate to:

Monterey County Health Department
Public Health Bureau - Accounts Payable
1270 Natividad Road
Salinas, CA 93906
(831) 755-4500
412-PHFISCAL@co.monterey.ca.us

Monterey County Health Department
Public Health Laboratory
Attn: Donna Ferguson
1270 Natividad Road
Salinas, CA 93606
(831)455-4636
fergusond@co.monterey.ca.us

Invoices shall:

- a) Be prepared on Contractor letterhead. An authorized official, employee, or agent certifying that the expenditures claimed represent services performed under this contract must sign invoices.
- b) Bear the Contractor's name as shown on the agreement.
- c) Be submitted monthly.
- d) Identify the billing and/or performance period covered by the invoice.
- e) Itemize costs for the billing period in the same detail as indicated in the scope of services in the agreement. Reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by the County of Monterey.