



**County of Monterey Standard Agreement
Addendum No.1 to Standard Contract**

This Addendum shall attach to and become a part of the Agreement for services between the County of Monterey (County) and EMD Millipore Corporation (Contractor). In the event of any conflict between the terms of the Agreement and the terms and conditions of this Addendum, the terms of this Addendum shall control.

1. **Section 6.02 Payment Conditions** – Delete “a minimum of ninety days (90)”
2. **Section 6.04** “ ” – Delete the words ... “periodically or”... from the first sentence.
3. **Section 7.0 Termination: Section 7.02 is modified and replaced with the following:**
“The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. “Good cause” includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. Contractor shall be reimbursed for services performed up to the point of termination.”
4. **Section 8.0 Indemnification: Section 8.0 Indemnification: Section 8 is deleted and replaced with the following:**
“Contractor hereby agrees to indemnify, defend, and hold harmless County and its affiliates from and against any liability arising out of any third party claim made against them involving personal injury or death of any person, or damage to any property, directly resulting from any act of gross negligence or willful misconduct by Contractor in the manufacture or sale of products hereunder, or in the provision of services hereunder, but only to the proportionate extent that Contractor’s gross negligence contributed to such liability. Contractor shall not be liable for incidental, consequential, indirect, exemplary or special damages of any kind, including, without limitation, liability for loss of use, loss of work in progress, loss of revenue or profits, cost of substitute equipment, facilities or services, downtime costs, or any liability of County to a third party. Contractor’s total liability under these terms and conditions shall not exceed three times (3X) the purchase price of the product or service giving rise to the claim.

County shall indemnify and hold Contractor, its affiliates, and their respective agents, employees, and representatives, harmless from and against all claims, damages, losses, costs and expenses (including attorney’s fees) (a) arising from or in connection with the transport, storage, sale or use of Products, (b) resulting from County’s breach of the Agreement, and/or (c) arising from the gross negligence, recklessness or misconduct of County, its affiliates, or their respective agents, employees, partners or subcontractors.”



5. **Section 9.01 Evidence of Coverage – Delete the last sentence in the first paragraph.**
6. **Section 9.02 Qualifying Insurers Section 9.02 is deleted and replaced with the following:**
“All coverages shall be issued by companies which are financially sound and reputable.”
7. **Section 9.03 Insurance Coverage Requirements: Second paragraph Commercial General Liability Insurance:** Delete “Broad Form Property Damage “.
8. **Section 9.03 Professional Liability Insurance:** Delete this clause entirely.
9. **Section 9.04 Other Requirements: First paragraph is modified and replaced with the following:**
“All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Contractor’s insurance shall be written on a claims-made basis.”

Section 9.04 Other Requirements: Second paragraph is modified and replaced with the following:

“County shall be given notice in writing at least thirty days in advance of any cancellation of the policy.”

Section 9.04 Other Requirements: Third paragraph is deleted in its entirety.

Section 9.04 Other Requirements: Fourth paragraph is modified and replaced with the following:

“Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County’s contract administrator and County’s Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance **as soon as reasonably possible** after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County’s Contract Administrator and County’s Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have **as soon as reasonably possible** to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.”



10. **Section 16.09 Time is of the Essence: Section 16.09 is deleted and replaced with the following:**
"Delivery dates provided by Contractor are non-binding and time of delivery is not of the essence."
11. **Section 16.10 Governing Law: Reserved.**
12. **Section 16.17 Warranty: A new section 16.17 to the Agreement is hereby added to read in its entirety as follows:**
"Contractor standard warranty shall apply to this Agreement."
13. **Exhibit A Section B.2 CONTRACTORS BILLING PROCEDURES is deleted and replaced with the following:**
"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 **material** term or condition of this Agreement."
14. **Exhibit A Section "Invoices shall" is deleted and replaced with the following:**
 - a. "Be prepared on Contractor letterhead.
 - b. Bear the Contractor's name as shown on the agreement.
 - c. Itemize prices 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 prices and/or price categories expressly identified as allowable in this agreement and approved by the County of Monterey."



For County:

By: _____

Name Elsa M. Jimenez

Title: Director of Health

Date: _____

By: _____
Contracts/Purchasing Officer

Date: _____

Approved as to Form
Office of the County Counsel

By: ^{DocuSigned by:} *Maivra Pantele*
65EE9F1502BD472
County Counsel

Date: 6/12/2023 | 3:11 PM PDT

Approved as to Fiscal Provisions

By: ^{DocuSigned by:} *Jennifer Forsyth*
4E7EB57B754549E
Auditor/Controller

Date: 6/12/2023 | 3:18 PM PDT

For Contractor:

By: ^{DocuSigned by:} *Raymond Reilly*
1683CB3C4E2B48A...

Name: Raymond Reilly

Title: Head of Sales and Service, Lab Water

Date: 6/7/2023 | 11:37 AM EDT