

**AMENDMENT NO. 1
TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY AND
EMD MILLIPORE CORPORATION**

THIS AMENDMENT NO. 1 to the Agreement (“Agreement A-16445”) is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter referred to as "County"), and **EMD Millipore Corporation** (hereinafter referred to as "CONTRACTOR") with respect to the following.

WHEREAS, on July 26, 2023, County and CONTRACTOR entered into Agreement A-16445 in the amount of \$36,732.82 for the term July 26, 2023, through June 30, 2025, for the provision of installation, training, and remote care services of laboratory equipment and one year of preventative maintenance; and

WHEREAS, County and CONTRACTOR wish to extend the term of Agreement to December 31, 2027, and add \$90,705.44 to increase the maximum contract liability to \$127,438.26 and replace Exhibit A by adding three (3) additional years of preventative maintenance, laboratory supplies, and equipment.

NOW THEREFORE, County and CONTRACTOR hereby agree as follows:

1. **Paragraph 2, “Payment Provisions”**, shall be amended by removing “The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$36,732.82” **And replacing it with** “The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$127,438.26. A temporary tariff surcharge will be applied to all products on this Agreement when invoiced. Services are exempt.”
2. **Paragraph 3, “Term of Agreement”**, shall be amended by removing “The term of this Agreement is from July 26, 2023, to June 30, 2025, unless sooner terminated pursuant to the terms of this Agreement.” **and replacing it with** “The term of this Agreement is from July 26, 2023, to December 31, 2027, unless sooner terminated pursuant to the terms of this Agreement.”.
3. EXHIBIT A Scope of Services shall be amended to extend laboratory equipment and service plans. Exhibit A is deleted and replaced in its entirety and attached hereto as EXHIBIT A-1.
4. Except as provided herein, all remaining terms, conditions, and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.
5. A copy of this Amendment No. 1 shall be attached to the original Agreement executed by the County of Monterey on July 26, 2023.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Amendment No. 1 as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Contracts/Purchasing Officer

Date: _____

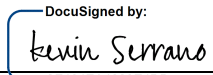
By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)


Date: _____

Approved as to Form¹

By: 
County Counsel

Date: 6/2/2025 | 2:11 PM PDT

Approved as to Fiscal Provisions²

By: 
Auditor/Controller

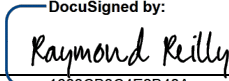
Date: 6/2/2025 | 2:17 PM PDT

Approved as to Liability Provisions³

By: _____
Risk Management

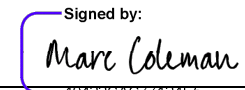
Date: _____

EMD Millipore Corporation
Contractor's Business Name*

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

Raymond Reilly, Head of Lab Water Sales & Service, N.A
Name and Title

Date: 5/29/2025

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

Marc Coleman, Director of Field Service, N.A Lab Water
Name and Title

Date: 5/30/2025

***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.

EXHIBIT-A-1

**To Agreement by and between
County of Monterey, hereinafter referred to as “County”,
AND
EMD Millipore Corporation, 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 installation of Milli-Q IQ7000 Purification system to the County Public Health Laboratory located at 1270 Natividad Road, Salinas, CA 93906.
- A.1.2 CONTRACTOR shall provide training to Public Health Laboratory staff members on how to use the Milli-Q IQ7000 Purification system at the time of installation and as necessary during the term of this agreement.
- A.1.3 CONTRACTOR shall provide (1) one-year preventative maintenance services on the RIOS reverse osmosis system.
- A.1.4 CONTRACTOR shall provide installation of HR 7060 Water Purification System to the Public Health Laboratory located at 1270 Natividad Road, Salinas, CA 93906.
- A.1.5 CONTRACTOR shall provide training to Public Health Laboratory staff members on how to use the HR 7060 Water Purification System at the time of installation and as necessary during the term of this agreement.
- A.1.6 CONTRACTOR shall provide three (3) years of preventive maintenance for both the HR 7060 and Milli-Q IQ 7000 Water Purification systems, which include:
- An annual preventive maintenance visit, including mechanical, hydraulic, and electrical checks of the system.
 - Comprehensive checkup of system specifications and operational functions.
 - Preventive replacement of worn parts using a system-specific maintenance kit.
 - Auditable service operating procedures.
 - Software and firmware updates.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed **\$127,438.26** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Deliverables: July 26, 2023, to June 30, 2025,

Table of Deliverables Products and Services			
Milli-Q IQ7000 Hardware & Accessories			
Catalogue Number	Description	Qty	Total Net Price
ZIQ7000T0C	Milli-Q® IQ 7000 purification system	1	\$ 10,060.70
ZIQPOD000	Q-POD® remote dispenser	1	\$ 2,669.60
ZFCBIQ0US	Country box IQ 7000 US	1	\$ 37.63
ZFC0NN2SQ	Connector 2m System-POD	1	\$ 92.30
ZWATSENA1	Water sensor	1	\$ 153.36
			\$ 13,013.59
Milli-Q IQ7000 Consumables			
IPAKKITA1	Milli-Q® IQ/EQ 7000 Purification kit	1	\$ 887.50
MPGP002A1	Millipak® 0.22µm filter	1	\$ 181.05
			\$ 1,068.55
Milli-Q IQ7000 Installation, Travel & Training			
ZWMQ0IQIN1	Milli-Q IQ 7000 Installation	1	\$ 891.00
<u>ZWAAZONE1</u>	TRAVEL ZONE 1	1	\$ 308.00
			\$ 1,199.00
Optional- Element POD			
ZIQELEMTO	Milli-Q® IQ Element purification system	1	\$ 5,822.00
IPAKICPK1	Milli-Q® IQ Element consumable kit	1	\$ 1,235.40
ZFC0NN2SQ	Connector 2m System-POD	1	\$ 92.30
			\$ 7,149.70
Year 1 - RiOs™ 30 120V 60Hz - ZR0S60030 F5JN52293A			
ZWLR1CTUE0	RIOS 30,50 PREVENTIVE	1	\$ 639.00
ZWAAZONE1	TRAVEL ZONE 1	1	\$ 346.00
CDRC030HG	RO CART+HSG 30LPH RIOS/ELIX-L	1	\$ 1,597.50
PRPK0L002	PREPAK L2	1	\$ 530.37
ZLXUVLPL1	UV LAMP FOR TANKASM/RIOS/ELIX-L	1	\$ 282.58
PROGTLCS1	Progard TL1-C	1	\$ 550.25
ZFRE012FC	VENT FILTER / CO2 TRAP	1	\$ 380.56
CVDI02TPE	DURAPORE 0.2UM 20" CDO Fluoroelasto	1	\$ 401.20
10 ZSNAMULT100	Multimedia Sand Filter 1FT3 120V/60Hz	1	\$ 1,313.50
ZFREIGHT	Freight charges	1	\$ 62.73
	Additional cost and expenses for products, software and license on a "as-needed" and "as-approved"		\$ 5,221
			\$ 11,324.69
		<i>Subtotal</i>	\$ 33,755.53
		<i>Taxable Amount</i>	\$ 31,508.80
		<i>Tax Rate</i>	9.25%
		<i>Estimated Taxes</i>	\$ 2,914.56
		<i>Not to Exceed</i>	\$ 36,732.82

Deliverables: July 1, 2025, to December 31, 2027.

3- Year Service Agreement					
Year 1 - Milli-Q® IQ 7000 purification system - ZIQ7000T0C F3PB78543R					
Catalogue Number	Description	Qty	Unit List Price	Unit Net Price	Total Net Price (USD/\$)
ZWMQ0IQUE0	MILLI-Q IQ 7000 PREVENTIVE MAINTENANCE VISIT	1	\$ 1,126.00	\$ 1,126.00	\$ 1,126.00
ZFMKI07000	MAINTENANCE KIT MILLI-Q IQ/EQ 7000	1	\$ 82.58	\$ 58.58	\$ 58.58
IPAKICPK1	Milli-Q® IQ Element consumable kit	2	\$ 2,040.00	\$ 1,448.40	\$ 2,896.80
ZFA10UVA1	ech2o A10 TOC lamp	1	\$ 1,020.00	\$ 724.20	\$ 724.20
IPAKKIT00	Milli-Q® polishing kit for purified water	1	\$ 1,420.00	\$ 1,008.20	\$ 1,008.20
MPGP002A1	Millipak® 0.22µm filter	2	\$ 307.00	\$ 217.97	\$ 435.94
ZFREIGHT	Freight charges	1	\$ 69.90	\$ 69.90	\$ 69.90
				Total	\$ 6,319.62
Year 1 - HR 7060 Water Purification System					
	Milli-Q HR 7060 Make Up Water Purification System includes Complete Control of all Systems Operating, Monitoring, Maintenance and Alarm Functions.	1	\$ 28,639.90	\$ 28,639.90	\$ 28,639.90
	Uninterrupted Power Supply (UPS)	1	\$ 2,497.00	\$ 2,497.00	\$ 2,497.00
	Freight charges	1	\$ 692.88	\$ 692.88	\$ 692.88
				Total	\$ 31,829.78
				Year 1 Sub Total	\$ 38,149.40
Year 2 - Milli-Q® IQ 7000 purification system - ZIQ7000T0C F3PB78543R					
ZWMQ0IQUE0	MILLI-Q IQ 7000 PREVENTIVE MAINTENANCE	1	\$ 1,126.00	\$ 1,126.00	\$ 1,126.00
ZFMKI07000	MAINTENANCE KIT MILLI-Q IQ/EQ 7000	1	\$ 82.50	\$ 58.58	\$ 58.58
IPAKKIT00	Milli-Q® polishing kit for purified water	1	\$ 1,420.00	\$ 1,008.20	\$ 1,008.20
MPGP002A1	Millipak® 0.22µm filter	2	\$ 307.00	\$ 217.97	\$ 435.94
ZFA10UVA1	ech2o A10 TOC lamp	1	\$ 1,020.00	\$ 724.20	\$ 724.20
ZIQUVLPA1	ech2o oxidation lamp	1	\$ 877.00	\$ 622.67	\$ 622.67
ZFREIGHT	Freight charges	1	\$ 69.90	\$ 69.90	\$ 69.90
IPAKICPK1	Milli-Q® IQ Element consumable kit	2	\$ 2,040.00	\$ 1,448.40	\$ 2,896.80
				Total	\$ 6,942.29
Year 2 - HR 7060 Water Purification System					
Catalogue Number	Description	Qty	Unit List Price	Unit Net Price	Total Net Price (USD/\$)
ZWLR1XLUE0	MILLI-Q HR 7060 PREVENTIVE MAINTENANCE (Yearly)	1	\$ 1,079.00	\$ 1,079.00	\$ 1,079.00
PROGTXLCS1	Progard XL-S-C Qty 1 (Yearly)	3	\$ 991.00	\$ 703.61	\$ 2,110.83
ZFMKLELR01	Maintenance Kit Milli-Q HX-SD, HX, HR (Yearly)	1	\$ 322.00	\$ 288.22	\$ 288.22
ZLXUVLPL1	ASM UV lamp tank (Yearly)	1	\$ 436.00	\$ 309.56	\$ 309.56
ZFRE012FC	Vent Filter (Yearly)	1	\$ 581.00	\$ 412.51	\$ 412.51
PRPK0L002	Prepak L2 (Yearly)	1	\$ 811.00	\$ 575.81	\$ 575.81
CVDI02TPFE	Durapore 0.2UM 20" CDO (Yearly)	1	\$ 493.00	\$ 493.00	\$ 493.00
	Freight charges	1	\$ 69.90	\$ 69.90	\$ 69.90
				Total	\$ 5,338.83
				Year 2 -Sub Total	\$ 12,281.12

Year 3 - Milli-Q® IQ 7000 purification system - ZIQ7000TOC F3PB78543R					
ZWMQ0IQUE0	MILLI-Q IQ 7000 PREVENTIVE MAINTENANCE VISIT	1	\$ 1,126.00	\$ 1,126.00	\$ 1,126.00
ZFMKIQ7000	MAINTENANCE KIT MILLI-Q IQ/EQ 7000	1	\$ 82.50	\$ 58.58	\$ 58.58
IPAKKIT00	Milli-Q® polishing kit for purified water	1	\$ 1,420.00	\$ 1,008.20	\$ 1,008.20
ZFA10UVA1	ech2o A10 TOC lamp	1	\$ 1,020.00	\$ 724.20	\$ 724.20
IPAKICPK1	Milli-Q® IQ Element consumable kit	2	\$ 2,040.00	\$ 1,448.40	\$ 2,896.80
ZFREIGHT	Freight charges	1	\$ 69.90	\$ 69.90	\$ 69.90
MPGP002A1	Millipak® 0.22µm filter	2	\$ 307.00	\$ 217.97	\$ 435.94
				Total	\$ 6,319.62
Year 3 - HR 7060 Water Purification System					
Catalogue Number	Description	Qty	List Price	Extended Price	Total Net Price (USD/\$)
ZWLR1XLUE0	MILLI-Q HR 7060 PREVENTIVE MAINTENANCE	1	\$ 1,079.00	\$ 1,079.00	\$ 1,079.00
PROGTXLCS1	Progard XL-S-C Qty 1 (Yearly)	3	\$ 991.00	\$ 703.61	\$ 2,110.83
ZFMKLELR01	Maintenance Kit Milli-Q HX-SD, HX, HR (Yearly)	1	\$ 322.00	\$ 288.22	\$ 288.22
FTPF16802	LRG2 CAPACITOR-370W-115V 60Hz (every 2 years)	1	\$ 261.00	\$ 185.31	\$ 185.31
ZF3000623	PUMP HEAD 360/440 LPH SST (every 2 years)	1	\$ 1,430.00	\$ 1,015.30	\$ 1,015.30
5874316024	EfferSan Effervescent Tablets Qty 24	1	\$ 153.00	\$ 76.50	\$ 76.50
ZLXUVLPL1	ASM UV lamp tank (Yearly)	1	\$ 436.00	\$ 309.56	\$ 309.56
ZFRE012FC	Vent Filter (Yearly)	1	\$ 581.00	\$ 412.51	\$ 412.51
PRPK0L002	Prepak L2 (Yearly)	1	\$ 811.00	\$ 575.81	\$ 575.81
CVDIO2TPFE	Durapore 0.2UM 20" CDO (Yearly)	1	\$ 493.00	\$ 493.00	\$ 493.00
ZSNAMULT100	Multimedia Sand Filter (3-5 Years)	1	\$ 1,850.00	\$ 1,313.50	\$ 1,313.50
CDRCKT060	RO cartridge Kit RiOs 60 - Elix/AFS 40 (Year 3)	1	\$ 3,380.00	\$ 2,399.80	\$ 2,399.80
				Total	\$ 10,259.34
				Year 3 -Sub Total	\$ 16,578.96
				Total for 3 years	\$ 67,009.48
Additional cost and expenses for products, product tariff surcharges, software, and license, on an "as-needed" and "as-approved" basis by the Public Health Laboratory Director or Assistant Director					\$ 17,900.00
				Subtotal	\$ 84,909.48
				Taxable Amount	\$ 62,659.00
				Tax Rate	9.25%
				Estimated Taxes	\$ 5,795.96
				7/26/23 to 6/30/25 Agreement Amount	\$ 36,732.82
				Total Agreement Amount Not to Exceed	\$ 127,438.26

CONTRACTOR shall submit invoices as products ship and services are performed.

There shall be no travel reimbursement allowed during the Agreement period July 1, 2025 – December 31, 2027.

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, etc.

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:

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

County of Monterey Health Department
Public Health Lab-Donna Ferguson
1270 Natividad Road,
Salinas, CA. 93906
(831)755-4636
fergusond@CountyofMonterey.gov

Invoices shall:

- 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 herein.