

**AMENDMENT NO. 1
TO AGREEMENT BY AND BETWEEN
THE COUNTY OF MONTEREY AND
THERMO ELECTRON NORTH AMERICA,
LLC**

THIS AMENDMENT NO. 1 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 **Thermo Electron North America, LLC.** (hereinafter referred to as "CONTRACTOR") with respect to the following.

WHEREAS, on January 12, 2024, County and CONTRACTOR entered into an Agreement No. A-16677 in the amount of \$170,522.40 for the term January 12, 2024, through December 31, 2027, for the provision of lab equipment, installation, and preventative maintenance; and

WHEREAS, County and CONTRACTOR wish to increase funds by \$1,105.92 due to the increase in cost for a new Agreement amount not to exceed \$171,628.32; and

WHEREAS, County and CONTRACTOR wish to keep the same terms and delete and replace Exhibit A with Exhibit A-1, reflecting the increase in cost; and

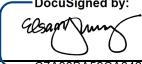
NOW THEREFORE, County and CONTRACTOR hereby agree as follows:

1. **Paragraph 2.0, "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 \$171,522.40." and replacing it with "The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$171,628.32".**
2. **EXHIBIT A – Scope of Services/Payment Provisions**, is deleted and replaced in its entirety with AMENDMENT NO. 1 to EXHIBIT A – Scope of Services/Payment Provisions. All references in the Agreement to EXHIBIT A shall be construed to refer to EXHIBIT A-1 Scope of Services/Payment Provisions.
3. 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.
4. A copy of this Amendment No. 1 shall be attached to the original Agreement executed by the County on January 12, 2024.

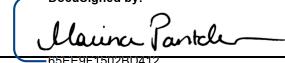
IN WITNESS WHEREOF, County and CONTRACTOR have executed Amendment No.1
Thermo Electron North America
Term: 01/12/2024 to 12/31/2027
NTE: \$171,628.32

No.1 as of the day and year written below.

COUNTY OF MONTEREY

By: _____ Contracts/Purchasing Officer
 Date: _____
 By: 
 Department Head (if applicable)
 Date: 3/11/2024 | 11:45 AM PDT
 By: _____ Board of Supervisors (if applicable)
 Date: _____

Approved as to Form¹

By: 
 County Counsel
 Date: 3/8/2024 | 8:53 AM PST

Approved as to Fiscal Provisions²

By: 
 Auditor/Controller
 Date: 3/8/2024 | 2:51 PM PST

Approved as to Liability Provisions³

By: _____ Risk Management
 Date: _____

*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-1
To Agreement by and between
County of Monterey, Health Department hereinafter referred to as "County"
AND
Thermo Electric North America, LLC, 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.2** CONTRACTOR shall install BRE731344 iCAP RQplus (C1, iMR) AGD iCAP RQplus iMR Quadrupole ICP-MS Spectrometer with 1 QCell MFC and Argon Gas, with a 12-month base warranty.
- A.3** CONTRACTOR shall provide Extended Warranty Promo-iCAP RQ+, for an additional two years that will begin after the 12-month base warranty ends; on-site corrective maintenance visits, including required factory certified replacement parts, labor, and travel with a target of three (3) business day on-site response time; Annual standard Preventive Maintenance visit and a standard Preventive Maintenance Kit Priority status for technical support telephone inquiries; and 10% discount on spare parts (not covered by corrective maintenance), accessories and Consumables.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed **\$171,628.32** 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:

Item	Description	2023 Price	2024 Price	Qty	Total
1.1	<p>BRE731344</p> <p>iCAP RQplus (C1, iMR) AGD iCAP RQplus iMR Quadrupole ICP-MS Spectrometer with 1 QCell MFC and Argon Gas Includes one Peak Width feature card (BRE0014030) to allow <1u mass resolution above 220u ICP-MS subject to export control in certain territories. Complete ICP-MS analysis system to include: - Digital, solid state 27 MHz RF-generator with full PC control giving continuously variable power from 380 W to 1600 W - Computer controlled gas control for all plasma gases - One 1000 mL/min (PN 1271870) additional MFC for the addition of make-up gases and one Additional Gas Dilution (AGD) kit - Option to add one further additional MFC to the system - Bench height, open architecture sample introduction system comprising glass concentric nebulizer (400 μL/min at the default peristaltic pump rate) and quartz cyclonic spray chamber (software-controlled Peltier cooling, -10 to 20°C) - Close-coupled, compact, low pulsation, 12 roller, 4 channel mini-pump with metal freerollers, EasyClick automatic tubing tensioning system and bubble sensor to protect from unnecessary loss of sample- Push-in, unshielded, demountable quartz torch with automatic gas connectivity and a high purity 2.5 mm ID quartz self-aligning injector as standard, compatible with a range of application specific injectors (different materials, internal diameters) - Argon Gas Dilution Capability for iCAP Q/Qnova which enables the analysis of high matrix samples by diluting the nebulized sample stream, decreasing the sample load and enabling tolerance of the direct analysis of a higher level of matrix compared to standard operating conditions (includes 1 L/min additional mass flow controller, argon humidifier unit not included). - Computer controlled plasma positioning in all three dimensions, x, y and z - Plasma TV for simplified plasma optimization - Unique, front opening spectrometer interface cassette for easy access to all user maintainable components like sample and skimmer cones plus the extraction lens - Ni sample and skimmer cones, featuring proprietary "insert technology" on the skimmer cone for low backgrounds, high matrix tolerance and high ion transmission; high matrix (3.5 mm) and robust (4.5 mm) insert included - Fixed voltage, 3D focusing, maintenance free RAPID lens deflects ions by 90°, removing neutrals from the ion beam while maintaining high ion transmission - Proprietary QCell with Flatapole technology to ensure high ion transmission and low backgrounds to deliver enhanced analytical performance - Collision/reaction cell technology (CRC) with ONE CCT Gas MFC, compatible with additional CCT gases, e.g. O and mixtures of H in He and NH in He - High performance, full size, quadrupole mass analyzer, covering the mass range 2-290 amu with Intelligent Mass Resolution (iMR) capability for accurate and precise isotopic and elemental ratios; design delivers low abundance sensitivity and ultra-fast scanning - "Plug & Play" user replaceable, discrete dynode electron multiplier detector providing greater than 10 orders of linear dynamic range via simultaneous analogue/pulse counting detection The system comes with a Windows PC, Mouse, Multimedia Keyboard (US QWERTY Layout), and a Monitor. The ICP-MS is controlled by the Qtegra Intelligent Scientific Data Solution (ISDS) Software platform. It allows full remote access to the instrument for remote monitoring of the system. (Qtegra ISDS Software must be ordered separately)</p>	\$ 163,715.16	\$ 175,200.00	1	\$ 11,484.84
1.2	<p>BRE0003260 CETA Model ASX560 Autosampler</p> <p>The Teledyne CETAC ASX-560 Autosampler is a four-rack sample system for automated liquid sample introduction into a variety of analysis instrumentation. •Random access compact autosampler for ICP and AAS analysis. •84 to 384 solution capacity dependent on rack configuration. •Compatible with all iCE Series AAS, iCAP Series ICP-OES and iCAP Q/Qnova Series ICP-MS instruments. •Suitable for 100 - 240v and 50/60Hz operation. Contains: •Autosampler, baseplate, rinse station and tubing •Power supply and different chords •One USB cable for communication •Two carbon-fiber probes: 0.5 mm i.d. (blue band) and 0.8 mm i.d. (red band) •Ten 50 mL polypropylene tubes with caps for standards •One 60 position BelArt tube rack •Sixty 14 mL polypropylene tubes</p>	\$ 8,290.00	\$ 10,100.00	1	\$ 1,810.00
1.3	<p>12112301000008 TF2500 Air Cooled Chiller (208V/60Hz)</p> <p>ThermoFlex 2500 air cooled recirculating chiller with a cooling capacity of 2500 W for a temperature range of 5° to 40° C. For a supply voltage of 208 V and frequency of 60 Hz.~ Recommended for iCAP Q & Qnova Series ICP-MS</p>	\$ 8,010.00	\$ 8,200.00	1	\$ 190.00
1.4	<p>BRE0004797 Pre-Inst. Kit iCAP Qnova Series - HazMat</p> <p>Pre-installation kit for iCAP Qnova Series (ICP-MS) instruments containing calibration and tune solutions with 2% nitric and 0.5% hydrochloric acid content.</p>	\$ 995.00	\$ 1,050.00	1	\$ 55.00

Item	Description	2023 Price	2024 Price	Qty	Total
1.5	BRE0060145 Qtegra ISDS for iCAP RQplus ICP-MS Instrument (1 seat) and Desktop (3 seats) License and Thermo Scientific™ Qtegra™ Intelligent Scientific Data Solution™ (ISDS) Software for iCAP RQplus ICP-MS Qtegra ISDS Software includes: - Get Ready for a fully automated, data driven startup process - Simple, intuitive, and guided user input sequence delivering faster setup time - Simplified creation of LabBooks with Templates - Facilitated sample data input from digital Barcode/QR Code readers or LIMS Systems. - Data processing capabilities for trace elemental quantification - Time resolved analysis workflows for speciation and laser ablation - Clear data visualization and data transparency - Comprehensive data export and reporting options - Thermo Scientific Hawk Consumables and Maintenance Assistant - Instrument Performance Monitoring - Full suite of 21CFR Part 11 compliance tools	\$ 6,749.00	\$ 7,430.00	1	\$ 681.00
1.6	BRE0006798 iCAPQnova CountKit NA Power cords for iCAP Qnova Series (ICP-MS) instruments for North America for a nominal voltage of 200-240 VAC, 50-60 Hz, single phase, containing 2 cables for instrument and vacuum pump: • 2 x NEMA 6-20P • 2 x NEMA L6-20P Contains a further set of power cords for PC and Monitor (2 x NEMA 5-15).	\$ 151.00	\$ 159.00	1	\$ 8.00
1.7	702-023402 2 DAYS TEA ONSITE SUPPORT 2 DAYS TEA ONSITE SUPPORT	\$ 6,600.00	\$ 6,600.00	1	\$ -
1.8	C0202-99-00182 PV PDU 2xL6-20R,2x6-20R,4x5-15R, NOT EU The PDU module for the Powervar UPS systems acts as a “powerstrip” with numerous plug receptacles. The L14-30R (receptacle on UPS) mates with the L14-30P (Plug on PDU) 10' long power cord. The unique thing about this plug/receptacle combination is that it contains two hot legs, a neutral and a ground, so it's a four conductor set up (“14”), allowing both 115 and 230 VAC to be distributed. The “30” stands for the current rating of the device. These receptacles allow the user to plug in all the power cords that belong to their LCMS/ICP-MS system in one place and keep them protected from power surges and from short power failures “brown-outs” of the mains power to the building. The PDU can supply both 125V and 230V depending on the plugs being used. As a rule, any outlet that is a Nema 5-XX will provide 125 V output, while any Nema 6-XX will provide 230V output. Each PDU can be matched up with any of the LSMS Powervar Security Plus II UPS systems. The differences in the 3 PDUs that are offered relate to the different receptacles that each of our MS systems require. This PDU works in conjunction with any LSMS Powervar UPS system. It is designed for use with the Exploris (all), ID-X, IQ-X, Fusion, Fortis, Fortis Plus, Quantis, and Endura MS systems as well as iCAP Q/Qnova Series. It contains the following receptacles: • 4 x 5-15R rated at 15A (120V) • 2 x 6-20R rated at 20A (230V) • 2 x L6-20R rated at 20A (230V)	\$ 1,190.00	\$ 1,330.00	1	\$ 140.00
1.9	C0012-01-00080 POWERVAR POWER CONDITIONER 5.0kVA, RoHS 5.0 kVA Single-Phase Power Conditioners (PC) can be used with various instruments and accessories. Power Conditioners are used for applications that require large power loads or applications with dual-voltage requirements. To accommodate the different plugs from the various instruments and accessories, a separate PDU (Power Distribution Unit) must also be ordered. The following LC MS and ICP-MS systems can be used with 5.0 kVA Power Conditioner: Exploris 120 & 240, ID-X, IQ-X, Fusion, Fortis, Quantis, Endura, Quantiva, Quantum, Altis, Fusion Lumos, Eclipse, and Q Exactive series as well as iCAP Q/Qnova Series. All Plus versions of the instruments above can also be used with this Power Conditioner system. There is no need to add the N2 Generator to the Power Conditioner since there is no conductive connection point to the LCMS System. N2 generators will require the addition of a Peak Boost (P/N 222-294100) from 208V to 230V. Other instruments and accessories can also be added if one does not exceed the power requirements of the Power Conditioner and that one has the needed receptacles to plug these instruments and accessories into the Power Conditioner either directly or through a PDU. Specs: This UPS comes with a 6 foot power cord ending in a L6-30P. The Power Conditioner requires an input voltage of 208V connected to a 30-40A breaker. The back of the Power Conditioner has various receptacles that can be used to plug in other devices. The receptacles included in this model are: 4x 5-15R and a L14-30R. The L14-30R is the receptacle that is used to plug the PDU into the Power Conditioner. Dims: 10.00" x 12.47" x 18.00" (inches)	\$ 4,550.00	\$ 5,060.00	1	\$ 510.00

Item	Description	2023 Price	2024 Price	Qty	Total
1.10	1323760 iCAP Q/Qnova Calibration Solution iCAP Q/Qnova Calibration Solution	\$ 521.00	\$ 573.00	1	\$ 52.00
1.11	1323770 iCAP Q/RQ TUNE solution iCAP Q/RQ TUNE solution	\$ 347.00	\$ 382.00	1	\$ 35.00
1.12	701-497800 Std Options Plan-Basic CETAC Autosampler Standard Options Service Plan - Basic CETAC Autosampler • On-site corrective maintenance visits including required factory certified replacement parts, labor and travel with a target of three (3) business day on-site response time • Priority status for technical support telephone inquiries	\$ 0.01	\$ 0.01	1	\$ -
1.13	701-061078 2nd year Extended Warranty Promo-iCAP RQ+ 08/01/2024-07/31/2025 On-site corrective maintenance visits including required factory certified replacement parts, labor, with a target of three (3) business day on-site response time Annual standard Preventive Maintenance visit and a standard Preventive Maintenance Kit Priority status for technical support telephone inquiries 10% discount on spare parts (not covered by corrective maintenance), accessories and consumables.	\$ 15,271.00	\$ 15,806.00	1	\$ 535.00
1.13	701-061314 Fac War PM - iCAP RQ plus • Annual standard Preventive Maintenance visit and a standard Preventive Maintenance Kit	\$ 5,712.00	\$ 5,991.00	1	\$ 279.00
2.0	701-061078 Extended Warranty Promo-iCAP RQ+ On-site corrective maintenance visits including required factory certified replacement parts, labor, with a target of three (3) business day on-site response time Annual standard Preventive Maintenance visit and a standard Preventive Maintenance Kit Priority status for technical support telephone inquiries 10% discount on spare parts (not covered by corrective maintenance), accessories and consumables	\$ 15,271.00	\$ 15,806.00	1	\$ 535.00
3.0	701-497800 Std Options Plan-Basic CETAC Autosampler Standard Options Service Plan - Basic CETAC Autosampler	\$ 0.01	\$ 0.01	1	\$ -
		Subtotal	\$ 237,372.18	\$ 253,687.02	\$ 16,314.84
		Promotions/Discounts	\$ (85,089.37)	\$ (100,391.93)	\$ (15,302.56)
		Subtotal less discounts	\$ 152,282.81	\$ 153,295.09	\$ 1,012.28
		Total taxable items	\$ 137,011.79	\$ 138,024.07	\$ 1,012.28
		Total taxes at 9.25%	\$ 12,673.59	\$ 12,767.23	\$ 93.64
		Shipping	\$ 5,566.00	\$ 5,566.00	\$ -
		Not to Exceed Amount	\$ 170,522.40	\$ 171,628.32	\$ 1,105.92

**Upon completion of deliverables, please submit invoices.

There shall be no travel reimbursement allowed during this Agreement.

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:

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, Public Health Lab Donna Ferguson 1270 Natividad Road Salinas CA 93906 (831)755-4636 fergusond@co.monterey.ca.us
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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.