

**AMENDMENT NO. 2
TO AGREEMENT BY AND BETWEEN
THE COUNTY OF MONTEREY AND
THERMO ELECTRON NORTH AMERICA,
LLC**

THIS AMENDMENT No. 2 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 **January 31, 2027**, for the provision of lab equipment, installation, and preventative maintenance; and

WHEREAS, on March 11, 2024, County and CONTRACTOR entered into Amendment No.1 in the amount of \$171,628.32 for the term January 12, 2024, through **January 31, 2027**, due to an increase in cost; and

WHEREAS, County and CONTRACTOR wish to amend this Agreement for a new Agreement amount not to exceed \$170,970.35, due to the decrease in cost; and

WHEREAS, County and CONTRACTOR wish to keep the same terms and delete and replace Exhibit A-1 with Exhibit A-2, reflecting the decrease 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 \$171,628.32." **and replacing it with** "The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$170,970.35".
2. EXHIBIT A-1 Scope of Services/Payment Provisions is deleted and replaced in its entirety with EXHIBIT A-2 Scope of Services/Payment Provisions. All references in the Agreement to EXHIBIT A-1 shall be construed to refer to EXHIBIT A-2 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. 2 and shall continue in full force and effect as set forth in the Agreement.
4. A copy of this Amendment No. 2 shall be attached to the original Agreement executed by the County on January 12, 2024.

IN WITNESS WHEREOF, County and CONTRACTOR have executed Amendment

Amendment No.2
Thermo Electron North America, LLC
Term: 01/12/2024 to 01/31/2027
NTE: \$170,970.35

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

COUNTY OF MONTEREY

By:

DocuSigned by:

Debra Wilson

Contracts/Purchasing Officer

Date:

5/1/2024 | 4:17 PM PDT

By:

DocuSigned by:

Alan Jung

Department Head (if applicable)

Date:

5/2/2024 | 10:49 AM PDT

By:

Board of Supervisors (if applicable)

Date:

Approved as to Form¹

By:

DocuSigned by:

Shane Eben Strong

County Counsel

Date:

4/30/2024 | 12:23 PM PDT

Approved as to Fiscal Provisions²

By:

DocuSigned by:

Patricia Ruiz

Auditor/Controller

Date:

5/1/2024 | 7:30 AM PDT

Approved as to Liability Provisions³

By:

Risk Management

Date:

CONTRACTOR

Thermo Electron North America, LLC

Contractor's Business Name*

By:

DocuSigned by:

Kadija Locklear

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

Kadija Locklear, Contract Specialist

Name and Title

Date:

4/26/2024 | 7:59 AM PDT

By:

DocuSigned by:

Linda Wanke

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

Linda Wanke, Contract Specialist

Name and Title

Date:

4/26/2024 | 8:12 AM PDT

*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

Amendment No.2

Thermo Electron North America, LLC

Term: 01/12/2024 to 01/31/2027

NTE: \$170,970.35

EXHIBIT A-2
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 **\$170,970.35** 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	Unit Price	Qty	Unit Discount	Total
1.1	BRE731344 Country: DE iCAP RQplus (C1, iMR) AGD The iCAP RQplus ICP-MS (iMR) with one QCell MFC comes with Argon Gas Dilution Capability and has one 1000 mL/min additional mass flow controller. The instrument includes a PC system with a monitor. Includes one Peak Width feature card (BRE0014030) (Requires Qtegra ISDS Software - ordered separately.)	\$175,000.00	1	\$64,824.00	\$110,376.00
1.2	BRE0003260 CETA Model ASX560 Autosampler The Teledyne CETAC ASX-560 Autosampler is a four-rack sample system for automated liquid sample introduction into a variety of analysis instrumentation. Compatible with all iCE Series AAS, iCAP Series ICP-OES and iCAP Q/Qnova Series ICP-MS instruments	\$10,100.00	1	\$2,323.00	\$7,777.00
1.3	121123010000008 TF2500 Air Cooled Chiller (208V/60Hz) TF2500 Air Cooled Chiller (208V/60Hz) ThermoFlex 2500 air cooled recirculating chiller with a cooling capacity of 2500 W for a temperature range of 5° to 40° C.	\$8,200.00	1	\$1,886.00	\$6,314.00
1.4	BRE0004797 Pre-Inst. Kit iCAP Qnova Series - HazMat Pre-Inst. Kit iCAP Qnova Series – HazMat Pre-installation kit for iCAP Qnova Series (ICP-MS) instruments containing calibration and tune solutions.	\$1,050.00	1	\$262.50	\$787.50
1.5	BRE0060145 Qtegra ISDS for iCAP RQplus ICP-MS Thermo Scientific™ Qtegra™ Intelligent Scientific Data Solution™ (ISDS) Software for iCAP RQplus ICP-MS. This Qtegra ISDS Software package is required for operation of the main instrument and includes 1 instrument seat and 3 desktop seats for off-line data processing.	\$7,430.00	1	\$2,303.30	\$5,126.70
1.6	BRE0006798 iCAPQnova CountKit NA iCAPQnova CountKit NA Power cords for iCAP Qnova Series (ICP-MS) instruments for North America.	\$159.00	1	\$55.65	\$103.35
1.7	702-023402 2 DAYS TEA ONSITE SUPPORT 2 DAYS TEA ONSITE SUPPORT	\$6,600.00	1	\$6,600.00	\$ 0.00
1.8	C0202-99-00182 PV PDU 2xL6-20R,2x6-20R,4x5-15R, NOT EU 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)	\$1,330.00	1	\$332.50	\$997.50
1.9	C0012-01-00080 POWERVER POWER CONDITIONER 5.0kVA, RoHS 5.0 kVA Single-Phase Power Conditioners 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.	\$5,60.00	1	\$1,163.80	\$3,896.20

1.10	1323760 iCAP Q/Qnova Calibration Solution Calibration solution for mass calibration and detector setup. For use with iCAP Q/ Qnova Series ICP-MS.	\$573.00	1	\$177.63	\$395.37
1.11	1323770 iCAP Q/RQ TUNE solution Tune solution for tuning of the iCAP Q/RQ/RQplus ICP-MS Instruments	\$382.00	1	\$118.42	\$263.58
1.12	701-497800 Std Options Plan-Basic CETAC Autosampler Standard Options Service Plan - Basic CETAC Autosampler	\$ 0.01	1	\$ 0.00	\$ 0.01
1.13	701-061078 Extended Warranty Promo-iCAP RQ+ Extended Warranty Promotion - iCAP RQ plus	\$15,806.00	1	\$ 15,806.00	\$ 0.00
1.14	701-061314 Fac War PM - iCAP RQ plus Factory Warranty Preventive Maintenance - iCAP RQ plus	\$5,991.00	1	\$1,377.93	\$4,613.07
1.15	701-061078 Extended Warranty Promo-iCAP RQ+ Extended Warranty Promotion - iCAP RQ plus	\$15,806.00	1	\$3,635.38	\$12,170.62
1.16	701-497800 Std Options Plan-Basic CETAC Autosampler Standard Options Service Plan - Basic CETAC Autosampler	\$ 0.01	1	\$ 0.00	\$ 0.01
				Subtotal	\$152,820.91
				Total taxable items	\$136,037.22
				Total taxes at 9.25%	\$12,583.44
				Shipping	\$5,566.00
				Not to Exceed Amount	\$170,970.35

Upon completion of deliverables, please submit invoices.

FY 23-27 \$170,970.35

There shall be no travel reimbursement allowed during this Agreement.

B.2 CONTRACTOR'S 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

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.