

**AMENDMENT NO. 3
TO AGREEMENT BY AND BETWEEN
THE COUNTY OF MONTEREY AND
THERMO ELECTRON NORTH AMERICA,
LLC**

THIS 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 **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, on March 11, 2024, COUNTY and CONTRACTOR entered into Amendment No.1 in the amount of \$171,628.32 due to an increase in cost, with no change in terms; and

WHEREAS, on May 2, 2024, COUNTY and CONTRACTOR entered into an Amendment No.2, decreasing the total Agreement by \$657.97 due to a decrease in cost, for a total aggregate amount not to exceed \$170,970.35; and

WHEREAS, COUNTY and CONTRACTOR wish to increase the funds by \$63,435.78 for the purchase of laboratory equipment and preventative maintenance for a total aggregate amount not to exceed \$234,406.13, replace Exhibit A-2 with Exhibit A-3, reflecting the updated Scope of Services, and extend the term for one (1) additional year, for a new term of January 12, 2024, through December 31, 2028; 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 \$170,970.35" **and replacing it with** "The total amount payable by COUNTY to CONTRACTOR under this Agreement is not to exceed the sum of \$234,406.13."
2. EXHIBIT A-2 Scope of Services/Payment Provisions is deleted and replaced in its entirety with Exhibit A-3 Scope of Services/Payment Provisions. All References in the Agreement to EXHIBIT A-2 shall be construed to refer to EXHIBIT A-3 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. 3 and shall continue in full force and effect as set forth in the Agreement.

Amendment No.3
Thermo Electron North America
Term: 01/12/2024 to 12/31/2028
NTE: \$234,406.13

4. A copy of this Amendment No. 3 shall be attached to the original Agreement executed by the COUNTY on January 12, 2024.

Amendment No.3
Thermo Electron North America
Term: 01/12/2024 to 12/31/2028
NTE: \$234,406.13

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

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Contracts/Purchasing Officer

Date: _____

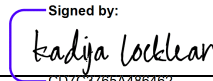
By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

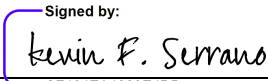
Thermo Electron North America, LLC
Contractor's Business Name*

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

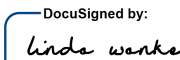
Kadija Locklear, Contract Specialist
Name and Title

Date: 12/5/2025 | 5:35 AM PST

Approved as to Form¹

By: 
County Counsel

Date: 12/12/2025 | 12:35 PM PST

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

Approved as to Fiscal Provisions²

By: 
Auditor/Controller

Date: 12/15/2025 | 8:48 AM PST

Linda Wanke, Contract Specialist
Name and Title

Date: 12/10/2025 | 9:25 AM 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-3
To Agreement by and between
County of Monterey, 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.1.2** 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.1.3** 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.
- A.1.4** CONTRACTOR shall install a Dionex Inuvion RFIC system with AS-DV autosampler, provide extended warranty for two additional years and a 12-month on-site corrective maintenance visits, including required factory certified replacement parts and labor with a target of three (3) business day on-site response time; an 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 **\$234,406.13** 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:

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.)	\$175,00.00	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	\$ -
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)	\$1,300.00	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	\$5,60.00	1	\$1,163.80	\$3,896.20

	the different plugs from the various instruments and accessories, a separate PDU (Power Distribution Unit) must also be ordered.				
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	\$ -	\$ 0.01
1.13	701-061078 Extended Warranty Promo-iCAP RQ+ Extended Warranty Promotion - iCAP RQ plus	\$15,806.00	1	\$ -	\$ -
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	\$ -	\$ 0.01
				Subtotal	\$152,820.91
				Total taxable items	\$136,037.22
				Total taxes at 9.25%	\$12,583.44
				Shipping	\$5,566.00
				Agreement Amount	\$170,970.35

Inuvion for Anions					
Item	Description	Unit Price	Qty	Unit Discount	Total
1.1	22185-60108 <u>Inuvion for Anions</u> PROD,INUVION,SYSTEM,+RFIC,DGS,CD Thermo Scientific Dionex Inuvion IC system with RFIC. The Thermo Scientific Dionex Inuvion RFIC system is an integrated, high-pressure	\$34,900.00	1	\$ 12,180.10	\$ 22,719.90
1.2	701-086201 YEAR 2 AND 3 IC/SP PARTS ONLY WARRANTY Factory warranty for service parts required to perform repairs during years 2 and 3 after the date of instrument installation	\$ 0.01	2	\$ -	\$ 0.02
1.3	B51004313 PROD,AS-DV,CH Thermo Scientific Dionex AS-DV Autosampler for 5 mL vials The Thermo Scientific Dionex AS-DV Autosampler is a robust, random access fullloop injection autosampler that simplifies routine ion chromatography applications and supports automated sample filtration. Includes: • Vial holder for 5.0 vials (P/N 068947) Features: • Support for up to 50 x 5 mL vials, which can be ordered with plain caps (P/N 039532) or with 20 µm filtercaps to automatically filter every injection (P/N 038141) • Chemically inert, metal-free PEEK flow path • Injection volumes from 0.1 to 5.0 µL	\$11,500.00	1	\$ 4,013.50	\$ 7,486.50
1.4	038141 PolyVials+Filter Caps, 250 each, 5mL PolyVials and Filter Caps (20 µm), 250 each for 5.0 mL vials	\$ 151.00	1	\$ 27.18	\$ 123.82
1.5	22185-62707 KIT,ELUENT MONITOR,2L,INUVION Thermo Scientific Eluent Monitor for 2 L bottles. The Thermo Scientific Eluent Monitor ensures high instrument uptime and prevents errors by continually monitoring remaining eluent levels. • Supports up to three 2 L or 250 mL eluent bottles • Eluent bottle lights up when eluent level is low or insufficient to complete the current sequence • Customizable alerts and actions using Chromeleon CDS • Completely external sensors to prevent contamination of eluent	\$ 695.00	1	\$ 242.56	\$ 452.44
1.6	22185-62400 KIT,OVEN,COLUMN,INUVION Thermo Scientific Dionex Inuvion Column Heater. The Thermo Scientific Dionex Inuvion Column Heater stabilizes operating conditions to deliver consistent separations by providing precise temperature control over a wide temperature range with fast heat-up times. • Supports 2mm to 5mm guard and separator columns • 10 to 60 °C, minimum 5 °C above ambient • Includes column clips	\$ 1,760.00	1	\$ 614.24	\$ 1,145.76

1.7	B51000232 KIT,VIPER,INUION,PRECISION,CD Thermo Scientific Dionex Inuvion PEEK Viper Fittings Kit. The Dionex IC PEEK Viper™ fittings kit for Inuvion simplifies connections between regularly changed consumables by removing the need to use tools or learn specific connection procedures. Includes parts for: <ul style="list-style-type: none"> • Guard column outlet to 250 mm separator column inlet (76 mm) • Guard column outlet to 150 mm separator column inlet (140 mm) • Separator column outlet to suppressor inlet (140 mm) • Suppressor outlet to cell inlet (203 mm) • Suppressor outlet to CRD inlet (140 mm) • CRD outlet to cell inlet (140 mm) 	\$ 464.00	1	\$ 161.94	\$ 302.06
1.8	088662 Dionex CR-ATC 600 Trap Column Dionex™ CR-ATC 600 Continuously Regenerated Anion Trap Column for Consumables Tracking enabled systems	\$ 1,680.00	1	\$ 655.20	\$ 1,024.80
1.9	075778 PROD,KOH,EGC 500 Dionex™ EGC 500 KOH Potassium Hydroxide Eluent Generator Cartridge	\$ 2,260.00	1	\$ 881.40	\$ 1,378.60
1.10	076035 PROD,COL,IP,AG18-FAST-4UM,4X30MM The Dionex IonPac AG18-Fast-4µm guard column is optimized for use with the Dionex IonPac AS18-Fast-4µm column.	\$ 661.00	1	\$ 257.79	\$ 403.21
1.11	076034 PROD,COL,IP,AS18-FAST-4UM,4X150MM The Dionex IonPac AS18-Fast-4µm columns are high-capacity, hydroxide-selective anion-exchange columns with the same selectivity as the Dionex IonPac AS18 column. Their shorter format is conducive to faster flow rates that can significantly reduce the run times of common inorganic anions and low molecular weight organic acids in diverse sample matrices. Compared to the standard Dionex IonPac AS18-Fast column, this new ion-exchange column uses smaller resin particles for more efficient separations resulting in more accurate peak integration and more reliable results. A high-pressure IC system is required to operate this column under standard conditions.	\$ 2,040.00	1	\$ 795.60	\$ 1,244.40
1.12	060001 PROD,ANION,4MM,NGES-A-4 mm	\$ 1,520.00	1	\$ 592.80	\$ 927.20
1.13	038677 SVC,INSTAL,APPL,DX-SPRT,DAY	\$ 0.01	1	\$ -	\$ 0.01
1.14	7350.0104A CM LICENSE CODE: NEW Required for all new Chromeleon 7.3 or later installations and includes: <ul style="list-style-type: none"> • New license Code • Installation media • Chromeleon box 	\$ 0.01	1	\$ -	\$ 0.01

1.15	7100.0108 CHROMELEON SINGLE EDITION (SE) Provides one client and enables control of one Thermo Scientific instrument and: • includes Instrument Controller, Class 1 Instrument license, Data Client, Instrument Operation, Report Designer Pro and Fraction Collection • must be ordered with 7050.0104A or one of its variants • can only be used for Workstation installations	\$ 5,230.00	1	\$ 1,621.30	\$ 3,608.70
1.16	960708 CBL,3COND,LINE CORD,US,RoHS Power Cord US	\$ 15.70	3	\$ 5.48	\$ 30.66
1.17	701-061562 Yr 2/3 Extended War-Inuvion RFIC •Quantity 1 provides coverage for year 2 only. Quantity 2 provides coverage for years 2 and 3. •On-site corrective maintenance visits including labor and travel with a target of three (3) business days on-site response time (parts are covered by Factory Warranty) •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	\$ 4,841.00	2	\$ 1,689.51	\$ 6,302.98
1.18	701-016800 Yr 2or3 Ext War AS-DV Yr 2 or 3 Extended Warranty - AS-DV for 5.0ml vials • Quantity 1 provides coverage for year 2 only. Quantity 2 provides coverage for years 2 and 3. • On-site corrective maintenance visits including labor and travel with a target of three (3) business day on-site response time (see note) • Annual Preventive Maintenance visit and a standard Preventive Maintenance Kit • Priority status for technical support telephone inquires• 10% Loyalty discount on parts, accessories, and consumables (may not be available in all regions) Note: Parts are covered by Factory Warranty	\$ 1,229.00	2	\$ 282.67	\$ 1,892.66
2	702-026401 1 DAY IC ONSITE SUPPORT	\$ 5,690.00	1	\$ 1,650.10	\$ 4,039.90
				Subtotal	\$ 80,738.14
				Promotions/Discounts	\$ (27,654.50)
				Subtotal less discounts	\$ 53,083.64
				Taxable items	\$ 44,887.97
				Total taxes at 9.25%	\$ 4,152.14
				Shipping	\$ 1,200.00
				Agreement Amount	\$ 58,435.78
				Prior Agreement Total	\$ 170,970.35
	Additional costs and expenses for products necessary and authorized by the County of Monterey Public Health Laboratory Director.				\$ 5,000.00
				Total Not to Exceed Agreement Amount	\$ 234,406.13

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@countyofmonterey.gov

County of Monterey, 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. 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.