

**AMENDMENT NO. 2
TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY AND
BI OPTIC, INC.**

THIS AMENDMENT NO. 2, is made to the Agreement for the provision of services by Bi Optic, Inc. for annual preventative maintenance and service to include minor parts/repairs on laboratory microscopes, between the County of Monterey, a political subdivision of the State of California (hereinafter referred to as “County”) and Bi Optic, Inc. (hereinafter referred to as CONTRACTOR).

WHEREAS, on August 2, 2018, County and CONTRACTOR entered into an Agreement in the amount of \$3,600 for the term August 1, 2018 through June 30, 2020, for the provision of providing annual preventative maintenance and service to include minor parts/repairs on laboratory microscopes; and

WHEREAS, the County and CONTRACTOR entered into Amendment No. 1, to extend the Agreement and compensate the CONTRACTOR for the added services; and

WHEREAS, this Amendment No. 2 is necessary due to the County’s continued need for CONTRACTOR’S services; and

WHEREAS, County and CONTRACTOR wish to amend the Agreement to increase the total amount by \$2,425.00 for a total Agreement amount of \$9,995.00, due to added services, and replace EXHIBIT A-1 due to the addition of equipment in the Scope of Work.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the Agreement in the following manner:

1. **Section 2.0, “PAYMENT PROVISIONS”, Section 2.01, shall be amended by removing, “County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A.1, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$7,570.00” and replacing it with “County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A.2, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$9,995.00.”**
2. EXHIBIT A.1 is deleted and replaced in its entirety and attached hereto as EXHIBIT A.2. All references in the Agreement to EXHIBIT A shall be construed to refer to EXHIBIT A.2.
3. Except as provided herein, all remaining terms, conditions and provisions of Agreement are unchanged and unaffected by this Amendment No. 2 and shall remain in full force and effect as set forth in the Agreement.
4. This Amendment No. 2 is effective September 1, 2021.

5. A copy of this Amendment No. 2 shall be attached to the original Agreement executed by the County on August 2, 2018.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the County and CONTRACTOR execute this Amendment No. 2 to AGREEMENT as follows:

MONTEREY COUNTY

DocuSigned by:

7B741937AA0D41B
Acting Contracts Purchasing Officer
Contracts/Purchasing Officer

Dated: 8/12/2021 | 9:42 AM PDT

Approved as to Fiscal Provisions:
DocuSigned by:

D3834BFEC1D8449
Chief Deputy Auditor/Controller
Auditor/Controller

Dated: 8/12/2021 | 8:52 AM PDT

Department Approval
DocuSigned by:

C7A30BA59CA6423...
Director of Health
Director of Health

Dated: 8/12/2021 | 10:03 AM PDT

Approved as to Form:
DocuSigned by:

05EE9F1502BD412...
Deputy County Counsel
County Counsel

Dated: 8/12/2021 | 8:37 AM PDT

CONTRACTOR

DocuSigned by:

B26A68A75E94413...
By: Paul Means
Signature of Chair, President, or Vice-President

Paul Means President
Printed Name and Title

Dated: 8/4/2021 | 10:35 AM PDT
Chief Deputy Auditor-Controller

DocuSigned by:

24A5F78F07C5427...
By: Jeff Boyer
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Jeff Boyer service manager
Printed Name and Title

Dated: 8/6/2021 | 11:15 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.

EXHIBIT A.2
To Agreement by and between
The County of Monterey, hereinafter referred to as “County”
And
Bi Optic, Inc. hereinafter referred to as “CONTRACTOR”

A. SCOPE OF SERVICES

The CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Contractor will provide annual preventive maintenance and service, to include minor parts/repairs on laboratory microscopes.

B. PAYMENT PROVISIONS

COMPENSATION/ PAYMENT

For the term of this Agreement, County shall pay an **amount not to exceed \$9,995.00** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement. CONTRACTOR’S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Qty.	Part#	Description	Unit Price	Ext. Price FY 21-22	Ext. Price FY 22-23	
5	Service: H1	Service to BX43, BHTU Nikon TMS, CIL	\$145.00	\$725.00	\$725.00	
2	Service: H2	Service to Olympus BX41 Fluorescent & Nikon CIL LED Fluorescent	\$175.00	\$350.00	\$350.00	
3	Service: S1	Service to Disection Microscopes	\$45.00	\$135.00	\$135.00	
1	Service: H1	Service to Generic Compound @ Animal Services located at 160 Hitchcock Road, Salinas, CA. Contact Animal Services Manager, to schedule services	\$145.00	\$145.00	\$145.00	
		Microscope Parts/lamps, as needed		\$500.00	\$500.00	
4	Service	Set up charges	87.50	\$350.00	\$350.00	
		Total each Fiscal Year		\$2,205.00	\$2,205.00	\$4,410.00
		FY 2018-19				\$1,800.00
		FY 2019-20				\$1,800.00
		FY 2020-21				\$1,985.00
		Grand Total				\$9,995.00

ALL TAXABLE ITEMS SHOULD BE CLEARLY IDENTIFIED. It is preferable to state the tax rate applied in parenthesis and all taxes should be listed as a separate line item.

There shall be no travel reimbursement allowed during the Agreement.

The CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

INVOICING AND PAYMENTS

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.

Invoices shall be mailed to:

**Monterey County Health Department
Public Health Laboratory
1270 Natividad Road
Salinas, CA 93906**

County at 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.