

**AMENDMENT NO. 1
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
Bi Optic, Inc.**

THIS AMENDMENT is made to the STANDARD AGREEMENT for the provision of services by Bi Optic, Inc. for annual preventative maintenance and service to include minor parts/repairs on laboratory microscopes and 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, the COUNTY and CONTRACTOR wish to amend the STANDARD AGREEMENT to extend the term of the STANDARD AGREEMENT and compensate the CONTRACTOR for the services.

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend Agreement as follows:

1. **Section 2.01** is hereby amended and restated to read in its entirety as follows:

"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.**

2. **Section 3.01** is hereby amended and restated to read in its entirety as follows:

"The term of this Agreement is from **August 1, 2018** to **December 31, 2022**, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement."

3. **Section 4.01** is hereby amended and restated to read in its entirety as follows:

"4.01. The following attached exhibits are incorporated and constitute a part of this Agreement:

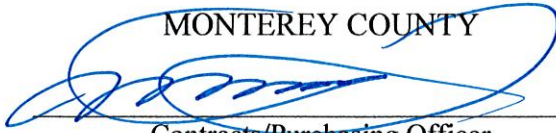
Exhibit A.1 Scope of Services/Payment Provisions

4. **Exhibit A** shall be removed and replaced with **Exhibit A.1**.
5. Except as provided herein, all remaining terms, conditions and provisions of AGREEMENT are unchanged and unaffected by this AMENDMENT NO. 1 and shall remain in full force and effect as set forth in the AGREEMENT.
6. This AMENDMENT NO. 1 is effective February 10, 2020.

7. A copy of this AMENDMENT NO. 1 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. 1 to AGREEMENT as follows:

MONTEREY COUNTY

Contracts/Purchasing Officer

Dated: 02-12-2020

Approved as to Fiscal Provisions:

CHIEF DEPUTY 
Auditor/Controller
Dated: 2/3/2020

Approved as to Liability Provisions:

Risk Management
Dated: _____

Approved as to Form:

Laurena Pantale
Dep. County Counsel
Dated: 2/3/2020

CONTRACTOR
By:  President
Signature of Chair, President, or
Vice-President

Paul Means
Printed Name and Title

Dated: 1/23/2020

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

Jeff Boyer CFO
Printed Name and Title

Dated: 1-23-2020

*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.

**Scope of Services / Payment Provisions
To the Standard Agreement
Between The
County of Monterey
And
Bi Optic, Inc.**

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 \$7,570.00** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services.

Qty.	Part#	Description	Unit Price	Ext. Price FY 18-19	Ext. Price FY 19-20	Unit Price	Ext. Price FY 20-21	Ext. Price FY 21-22
5	Service: H1	Service to Olympus BX43, BHTU Nikon E200 & TMS	\$135.00	\$675.00	\$675.00	\$145.00	\$725.00	\$725.00
1	Service: H2	Service to Olympus BX41	\$175.00	\$175.00	\$175.00		\$175.00	\$175.00
2	Service: S1	Service to Dissection Microscope	\$45.00	\$90.00	\$90.00		\$90.00	\$90.00
4	Services:	Setup	\$75.00	\$225.00	\$225.00	\$87.50	\$350.00	\$350.00
1	Service: H1	Service to Generic Compound @ Animal Services located at 160 Hitchcock Road, Salinas, CA. Contact Robert Durham to schedule service.	\$135.00	\$135.00	\$135.00	\$145.00	\$145.00	\$145.00
		Microscope Bulbs	\$500.00	\$500.00	\$500.00		\$500.00	\$500.00
	Total			\$1,800.00	\$1,800.00		\$1,985.00	\$1,985.00
	Grand Total							\$7,570.00

C. INVOICING AND PAYMENTS

1. For services satisfactorily rendered, and upon receipt and approval of the invoices, the County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

2. Invoices shall be submitted in duplicate to:
Monterey County Health Department
Public Health Laboratory
1270 Natividad Road
Salinas, CA 93906
3. Invoices shall:
 - i. 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.
 - ii. Bear the Contractor's name as shown on the agreement.
 - iii. Identify the billing and/or performance period covered by the invoice.
 - iv. 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.