

AMENDMENT NUMBER ~~THREE~~ FOUR  
 TO  
 CONTRACT MA-060-14011934  
 BETWEEN THE  
 COUNTY OF ORANGE  
 AND  
 WATERS TECHNOLOGIES CORPORATION

This AMENDMENT NUMBER ~~THREE~~ FOUR to Contract number MA-060-14011934 (hereinafter "AMENDMENT NUMBER ~~THREE~~ FOUR") between the County of Orange, a political subdivision of the State of California (hereinafter "COUNTY") and Waters Technologies Corporation (hereinafter "CONTRACTOR") with a place of business at 34 Maple St., Milford, MA 01757, is made and entered upon execution of all necessary signatures.

**RECITALS:**

WHEREAS, COUNTY and CONTRACTOR executed a Contract on July 14, 2015 for Service, Preventative Maintenance and Consumables for Liquid Chromatograph Mass Spectrometer, Contract Number MA-060-14011934 (hereinafter "ORIGINAL CONTRACT"), for a one (1) year term of July 14, 2015 through and including July 13, 2016, in the amount of \$195,000 renewable for four (4) additional one-year terms; and

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on June 28, 2016 as Contract Number MA-060-16011886 for a one (1) year term of July 14, 2016 through and including July 13, 2017 in the amount of \$195,000 (hereinafter "AMENDMENT NUMBER ONE");

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on June 6, 2017 as Contract Number MA-060-17011370 for a one (1) year term of July 14, 2017 through and including July 13, 2018 and increased the current not to exceed amount of \$195,000 by \$55,000 for a new not to exceed amount of \$250,000 to cover the costs of an additional Preventative Maintenance each year (hereinafter "AMENDMENT NUMBER TWO");

~~WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on July 2, 2018 as Contract Number MA-060-18011560 (hereinafter "AMENDMENT NUMBER THREE") for a one (1) year term of July 14, 2018 through and including July 13, 2019 in the amount of \$250,000;~~

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT as Contract Number MA-060-19011552 for a one (1) year term of July 14, 2019 through and including July 13, 2020 and revise ATTACHMENT B, Pricing to add consumable items for purchase and increase the existing Contract not to exceed amount of \$250,000 by \$25,000 for a new Contract not to exceed amount of \$275,000 and the CONTRACTOR has agreed to provide these goods/services at the rates set forth in this AMENDMENT NUMBER FOUR; and

WHEREAS COUNTY desires to amend Paragraph S., Change of Ownership of the ORIGINAL CONTRACT in its entirety and the Contractor has confirmed in writing that they

understand and are in compliance with the County's Conflict of Interest Policy as stated in Article S herein;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. **ARTICLES**

a. General Terms and Conditions, Letter S, of the ORIGINAL CONTRACT is amended to read as follows:

S. Change of Ownership/Name, Litigation Status, Conflict with County Interests: Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and Contractor obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

b. Additional Terms and Conditions, Section 2, Term of Contract, of the ORIGINAL CONTRACT is amended to read in its entirety as follows:

## 2. Term of Contract:

This Contract shall commence upon execution of all necessary signatures, and continue in effect from 7/14/15 through and including ~~7/13/19~~ 7/13/20, unless otherwise terminated by COUNTY. The period of 7/14/15 through and including 7/13/16 shall be known as Contract number MA-060-14011934. The period of 7/14/16 through and including 7/13/17 shall be known as Contract number MA-060-16011886. The period of 7/14/17 through and including 7/13/18 shall be known as Contract number MA-060-17011370. ~~The period of 7/14/18 through and including 7/13/19 shall be known as Contract number MA-060-18011560.~~ The period of 7/14/19 through and including 7/13/20 shall be known as Contract number MA-060-19011552. This Contract shall not be renewed. The County is not under any obligation to provide Contractor with a reason should it elect not to renew this Contract.

~~c. ATTACHMENT B, Pricing, of the ORIGINAL CONTRACT, is amended in its entirety to read as follows:~~

### **ATTACHMENT B**

#### **Pricing**

#### **Service, Preventative Maintenance and Consumables for Liquid Chromatograph Mass Spectrometers (LCMS)**

~~All maintenance services, repair services (on-site and off-site) including but not limited to twice annual preventative maintenance of three (3) Liquid Chromatograph Mass Spectrometers, associated components and software as listed below:~~

<del>Waters Serial # MS2DA01610</del>	<del>MassLynx Software</del>
<del>Waters Serial # MS2SA01522</del>	<del>MassLynx Software</del>
<del>Waters Serial # MS2SA01523</del>	<del>MassLynx Software</del>
<del>Waters Serial # K12UPB294A</del>	<del>UPBINARY UPLC BINARY SOL MGR</del>
<del>Waters Serial # L12UPB340A</del>	<del>UPBINARY UPLC BINARY SOL MGR</del>
<del>Waters Serial # C12UPB871A</del>	<del>UPBINARY UPLC BINARY SOL MGR</del>
<del>Waters Serial # L12UPA168M</del>	<del>UPSMPMGR UPLC SAMPLE MGR</del>
<del>Waters Serial # L12UPA173M</del>	<del>UPSMPMGR UPLC SAMPLE MGR</del>
<del>Waters Serial # F12UPA865M</del>	<del>UPSMPMGR UPLC SAMPLE MGR</del>
<del>Waters Serial # WAA698</del>	<del>XEVOTQS XEVO TQS</del>
<del>Waters Serial # WAA500</del>	<del>XEVOTQS XEVO TQS</del>
<del>Waters Serial # WAA628</del>	<del>XEVOTQS XEVO TQS</del>
<del>Waters Serial # K12UPM827G</del>	<del>UPCOLMGR UPLC COLUMN MGR</del>
<del>Waters Serial # K12UPM828G</del>	<del>UPCOLMGR UPLC COLUMN MGR</del>
<del>Waters Serial # F12UPM646G</del>	<del>UPCOLMGR UPLC COLUMN MGR</del>

~~Services including but not limited to annual preventative maintenance will be invoiced per component/instrument/software, as listed above, monthly. Rate includes all labor and travel charges.~~

<b>EqType</b>	<b>Serial number</b>	<b>Annual Amt</b>	<b>Monthly Amt</b>
SUPMM	MS2DA01610	1,803.92	\$150.33
SUPMM	MS2SA01522	1,803.92	\$150.33
SUPMM	MS2SA01523	1,803.92	\$150.33
UPBINARY	K12UPB294A	6,011.96	\$500.99
UPBINARY	L12UPB340A	6,011.96	\$500.99
UPBINARY	C12UPB871A	6,011.96	\$500.99
UPSPMGR	L12UPA168M	6,327.92	\$527.33
UPSPMGR	L12UPA173M	6,327.92	\$527.33
UPSPMGR	F12UPA865M	6,327.92	\$527.33
XEVOTQS	WAA698	45,156.00	\$3,763.00
XEVOTQS	WAA500	45,156.00	\$3,763.00
XEVOTQS	WAA628	45,156.00	\$3,763.00
UPCOLMGR	K12UPM827G	967.96	\$80.66
UPCOLMGR	K12UPM828G	967.96	\$80.66
UPCOLMGR	F12UPM646G	967.96	\$80.66
	<b>Total</b>	<b>180,803.28</b>	<b>\$15,066.93</b>

Preventative Maintenance of LCMS shall include, but shall not be limited to:

- ~~Maintenance and Performance kits as detailed in Attachment A, Scope of Work, 18(a-p).~~
- ~~Software/firmware updates (all types)~~

~~LCMS Consumables Discount \_\_\_\_\_ 20%~~

~~LCMS Instrument Upgrades \_\_\_\_\_ 20%~~

~~Miscellaneous service, preventative maintenance or consumables for LCMS may be purchased against this Contract at a not to exceed amount of \$1,000.00 line item.~~

~~Shipping/Freight charges are authorized against this Contract.~~

~~Orange County's Tax 8.00% (or most current rate) is authorized against this Contract.~~

~~County's not to exceed annual obligation for the term of July 14, 2017 through and including July 13, 2018: \$250,000~~

- c. ATTACHMENT B, Pricing, of the ORIGINAL CONTRACT, is amended in its entirety to read as follows:

## ATTACHMENT B

### Pricing

**Service, Preventative Maintenance and Consumables for Liquid Chromotograph Mass Spectrometers (LCMS)**

1. All maintenance services, repair services (on-site and off-site) including but not limited to twice annual preventative maintenance of three (3) Liquid Chromotograph Mass Spectrometers, associated components and software as listed below:

Waters Serial # MS2DA01610	MassLynx Software
Waters Serial # MS2SA01522	MassLynx Software
Waters Serial # MS2SA01523	MassLynx Software
Waters Serial # K12UPB294A	UPBINAR Y - UPLC BINAR Y SOL MGR
Waters Serial # L12UPB340A	UPBINAR Y - UPLC BINAR Y SOL MGR
Waters Serial # C12UPB871A	UPBINAR Y - UPLC BINAR Y SOL MGR
Waters Serial # L12UPA168M	UPSMPMGR - UPLC SAMPLE MGR
Waters Serial # L12UPA173M	UPSMPMGR - UPLC SAMPLE MGR
Waters Serial # F12UPA865M	UPSMPMGR - UPLC SAMPLE MGR
Waters Serial # WAA698	XEVOTQS - XEVO TQS
Waters Serial # WAA500	XEVOTQS - XEVO TQS
Waters Serial # WAA628	XEVOTQS - XEVO TQS
Waters Serial # K12UPM827G	UPCOLMGR - UPLC COLUMN MGR
Waters Serial # K12UPM828G	UPCOLMGR - UPLC COLUMN MGR
Waters Serial # F12UPM646G	UPCOLMGR - UPLC COLUMN MGR

2. Contractor's service, including but not limited to annual preventative maintenance will be invoiced per component/instrument/software, as listed above, monthly. Rate includes all labor and travel charges.

<b>EqType</b>	<b>Serial number</b>	<b>Annual Amt</b>	<b>Monthly Amt</b>
SUPMM	MS2DA01610	1,803.92	\$150.33
SUPMM	MS2SA01522	1,803.92	\$150.33
SUPMM	MS2SA01523	1,803.92	\$150.33
UPBINAR Y	K12UPB294A	6,011.96	\$500.99
UPBINAR Y	L12UPB340A	6,011.96	\$500.99
UPBINAR Y	C12UPB871A	6,011.96	\$500.99
UPSMPMGR	L12UPA168M	6,327.92	\$527.33
UPSMPMGR	L12UPA173M	6,327.92	\$527.33
UPSMPMGR	F12UPA865M	6,327.92	\$527.33
XEVOTQS	WAA698	45,156.00	\$3,763.00
XEVOTQS	WAA500	45,156.00	\$3,763.00
XEVOTQS	WAA628	45,156.00	\$3,763.00
UPCOLMGR	K12UPM827G	967.96	\$80.66
UPCOLMGR	K12UPM828G	967.96	\$80.66
UPCOLMGR	F12UPM646G	967.96	\$80.66
	<b>Total</b>	<b>180,803.28</b>	<b>\$15,066.93</b>

## 3. Contractor's Preventative Maintenance of LCMS shall include, but shall not be limited to:

- Maintenance and Performance kits as detailed in Attachment A, Scope of Work, 18(a-p).
- Software/firmware updates (all types)

LCMS Consumables Discount 20%

LCMS Instrument Upgrades 20%

## 4. Contractor shall provide for purchase and delivery the following consumable items:

Item No.	Description	Product #	Price
001	Acquity UPLC BEH C18 Column, 130A, 1.7 um, 2.1 mm X 100 mm, 1/pkg	186002352	\$799
002	Acquity UPLC HSS T3 Column, 100A, 1.8 um, 2.1 mm X 50 mm, 1/pkg	186003538	\$782

Miscellaneous service, preventative maintenance or consumables for LCMS may be purchased against this Contract at a not to exceed amount of \$1,000.00 line item.

Shipping/Freight charges are authorized against this Contract.

California Sales Tax 9.25% (or most current rate) is authorized against this Contract.

County's not to exceed annual obligation for the term of July 14, 2019 through and including July 13, 2020: \$275,000

2. A true and correct copy of the ORIGINAL CONTRACT (Contract Number MA-060-14011934) is attached hereto as Exhibit A and incorporated by this reference.
3. A true and correct copy of AMENDMENT NUMBER ONE (Contract Number MA-060-16011886) is attached hereto as Exhibit B and incorporated by this reference.
4. A true and correct copy of AMENDMENT NUMBER TWO (Contract Number MA-060-17011370) is attached hereto as Exhibit C and incorporated by this reference.
5. A true and correct copy of AMENDMENT NUMBER THREE (Contract Number MA-060-18011560) is attached hereto as Exhibit D and incorporated by this reference.
6. All other provisions of the ORIGINAL CONTRACT, AMENDMENT NUMBER ONE, AMENDMENT NUMBER TWO, and ~~AMENDMENT NUMBER THREE~~ except as amended

herein and to the extent they are not inconsistent with this **AMENDMENT NUMBER FOUR**, remain and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER ~~THREE~~ **FOUR** to Contract Number MA-060-14011934.

**\*Contractor:** Waters Technologies Corporation

By: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**\*Contractor:** Waters Technologies Corporation

By: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

*\*If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.*

*In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.*

**County Of Orange**

A political subdivision of the State of California



Sheriff-Coroner Department

By: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by the Board of Supervisors: \_\_\_\_\_

Approved as to Form  
Office of the County Counsel  
Orange County, California

by \_\_\_\_\_  
Deputy



EXHIBIT A

ORIGINAL CONTRACT (Contract Number MA-060-14011934)

EXHIBIT B

AMENDMENT NUMBER ONE (Contract Number MA-060-16011886)

~~EXHIBIT C~~

~~AMENDMENT NUMBER TWO (Contract Number MA-060-17011370)~~

**EXHIBIT D**

**AMENDMENT NUMBER THREE (Contract Number MA-060-18011560)**