

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into this ___ day of _____, 2021, by and between the City of Merced, a California Charter Municipal Corporation (“City”), and LABWORKS, LLC., a Wisconsin Limited Liability Company, whose address of record is 230 North 1200 East, Suite 202, Lehi, Utah 84043, (“Consultant”).

WHEREAS, City is undertaking a project to utilize a laboratory information management system (LIMS); and,

WHEREAS, City and Consultant have previously entered into an Agreement for Professional Services (“Agreement”) dated June 3, 2019; and,

WHEREAS, City and Consultant entered into a First Amendment dated March 16, 2020 to add a field sampling module and 10 additional training days; and,

WHEREAS, City and Consultant desire to amend said Agreement to provide for additional services in connection with said project.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, agree as follows:

1. Section 24, “ADDITIONAL WORK,” is hereby added to the Agreement to read as follows:

“SECTION 24. ADDITIONAL WORK. Consultant shall perform the additional work outlined in the proposal from Consultant to City dated May 6, 2021, attached hereto as Exhibit “1”.

2. Section 25, “ADDITIONAL COMPENSATION,” is hereby added to the Agreement to read as follows:

“SECTION 25. ADDITIONAL COMPENSATION. City shall pay to Consultant the not to exceed additional sum of Twenty-One Thousand Dollars (\$21,000.00) for

the additional work described in the proposal attached hereto as Exhibit "1" and in accordance with the rates set forth on Exhibit "1."

3. Except as herein amended, the Agreement dated June 3, 2019, and First Amendment dated March 16, 2020, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
City Manager

ATTEST:
STEPHANIE R. DIETZ, CITY CLERK

BY: _____
Assistant/Deputy City Clerk


APPROVED AS TO FORM:

BY: *Priscilla A. [Signature]* *MLK 5/24/21*
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

CONSULTANT
LABWORKS, LLC,
A Wisconsin Limited Liability Company

BY: 
(Signature)

M. Lane Franks
(Typed Name)

Its: CEO
(Title)

BY: 
(Signature)

Paul Fjeldsted
(Typed Name)

Its: CTO
(Title)

Taxpayer I.D. No. 81-0852512

ADDRESS: 230 N. 1200 East, Ste. 202
Lehi, UT 84043

TELEPHONE: (844) 452-2967

FAX: _____

E-MAIL: lfranks@labworks.com

Labworks LLC

Office: 230 N 1200 E #202, Lehi, Utah 84043
 Remittance: 230 N 1200 E #202, Lehi, Utah 84043

CITY OF MERCED
 10260 GOVE RD
 MERCED, CA 95341
 LABWORKS Support ID: L816

Attention: BASANT GHALEB
 Phone: (209) 385-6991
 Email: ghaleb@cityofmerced.org

Prepared By: CLAUDIA LUKAC
 Email: clukac@labworks.com
 Finance Email: finance@labworks.com
 Quote Date: May 6, 2021
 Quote #: 00001709
 Quote Expires: June 30, 2021

Services

Part#	Description	Quantity	Units of Measure	Unit Price	Subtotal	Total
LB-00009	Professional Services	10.00	Days	\$2,200.00	\$22,000.00	\$22,000.00
LB-SPECIAL0001	Special Client Allowance	1.00	Each	(\$1,000.00)	(\$1,000.00)	(\$1,000.00)

Comments

Quote Summary - Price Shown in USD(\$)	Gross Price	Net Price
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LABWORKS System: SQL Database
 LABWORKS Current Version: 6.10

Remote Services (as follows)
 to work on following functionality

1. Chemical inventory including update on the expiration date and be able to link the media lot # on the daily MPN sample
2. Equipment Calibration folder to show the calibration record and due date for about 40-50 piece of Equipment's in the lab
3. Reporting:
 - Industrial samples weekly report
 - Distribution sample for drinking water monthly.
1. Using the iPad application for daily temp. This issue was worked on but not finalized yet.
2. To be able to track and archive the following:
 - Corrective actions
 - Quarterly MDL

Professional Services	\$21,000.00	\$21,000.00
Total	\$21,000.00	\$21,000.00

LABWORKS Training (on specific areas the City of Merced Team requests)

Note:

LB-SPECIAL0001 Special allowance has been provided for being on current support.

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- Customer elects electronic delivery ONLY of software products to the designated contact listed above. If included in this quote, Maintenance Fees are payable in advance, with payment due Net 30 days from date of invoice/delivery.
 - Please submit your purchase order to finance@labworks.com and to the account representative at the top of the quote.
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Approved by: *Claudia Ann Lukac Nye*
Claudia Ann Lukac Nye



LABWORKS, LLC
> 230 N 1200 E #202
Lehi, UT 84043
Phone: 844 452-2967
www.labworks.com

May 3, 2021

City of Merced
10260 Gove Road
Merced, CA 95341

To who it may concern:

This is to certify that we are the developer and sole distributor of LABWORKS software and licenses. We do not have any distributors or resellers due to the complex nature of our product. We are the single available source for LABWORKS LIMS software, upgrades, instrument interfaces, support, training, and services.

If you have any questions, please do not hesitate to contact me directly 201 358-6827.

Sincerely,

A handwritten signature in cursive script that reads "Claudia Lukac Nye".

Claudia Lukac Nye | Client Account Manager
LABWORKS LLC
Phone: +1 201 358.6827 | Fax: +1 201.358.1992
www.labworks.com