

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 2020, 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 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 22, "ADDITIONAL WORK," is hereby added to the Agreement to read as follows:

"SECTION 22. ADDITIONAL WORK. Consultant shall perform the additional work outlined in the proposal from Consultant to City dated January 15, 2020, attached hereto as Exhibit "1".

2. Section 23, "ADDITIONAL COMPENSATION," is hereby added to the Agreement to read as follows:

"SECTION 23. ADDITIONAL COMPENSATION. City shall pay to Consultant the not to exceed additional sum of Twenty-Two Thousand Dollars (\$22,000.00) 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, shall remain in full force and effect.

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

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
City Manager

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: Shirley A. Noh 1-24-2020
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

CONSULTANT
LABWORKS, LLC,
A Wisconsin Limited Liability Company

BY: 
(Signature)

Lane Franks
(Typed Name)

Its: CEO
(Title)

BY: 
(Signature)

Paul Feldsted
(Typed Name)

Its: CTO
(Title)

Taxpayer I.D. No. 81-0852512

ADDRESS: 230 N. 1200 East, Ste. 200
Lehi, UT 84043

TELEPHONE: (844) 452-2967

FAX: _____

E-MAIL: lfranks@labworks.com



Quote for CITY OF MERCED

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 GHABLEB
 Phone: (209) 385-6991
 Email: ghaleb@cityofmerced.org

Prepared By: CLAUDIA LUKAC
 Email: clukac@labworks.com
 Finance Email: finance@labworks.com
 Quote Date: January 15, 2020
 Quote #: 00001166
 Quote Expires: March 27, 2020

Software

Part#	Description	Quantity	Units of Measure	Unit Price	Subtotal	Total Price
LB-5170046	Control File Upgrade Kit	1.00	Each	\$0.00	\$0.00	\$0.00
LB-5170062	LABWORKS Mobile Sample Log-in (Site License - Unlimited Users) Requirement: LABWORKS v6.9	1.00	Each	\$10,000.00	\$10,000.00	\$9,000.00

Software Maintenance and Support

Part#	Description	Quantity	Units of Measure	Unit Price	Subtotal	Total Price
LB-2017	LABWORKS Support Expansion	1.00		\$1,500.00	\$1,500.00	\$0.00

Services

Part#	Description	Quantity	Units of Measure	Unit Price	Subtotal	Total Price
LB-SPECIAL0001	Special Client Allowance	1.00	Each	(\$7,000.00)	(\$7,000.00)	(\$7,000.00)
LB-00009	Professional Services	10.00	Days	\$2,000.00	\$20,000.00	\$20,000.00

Comments

Quote Summary - Price Shown in USD(\$)

Gross Price

Net Price

LABWORKS System: SQL Database

Includes services - Remote/on-site - set up /install/test/training
 and follow up on LABWORKS Sample Collection Application
 Module.

Note: Must be on LABWORKS v6.9

Special allowance of 10 percent has been provided on
 LABWORKS Sample Collection Application license.

Special cost for Professional Service days: \$2,000 per day
 (standard cost \$2,200).

LB-2017 Support Expansion has been provided at no charge
 for the first year, this will be added to the following years
 support renewal.

LB-SPECIAL0001 Note: Credit has been provided on Original
 Quote/PO:

Option 3: -\$4,000 (Instrument interface)

Option 3: -\$3,000 (travel expenses)

Quote is based on purchase on or before December 23, 2019.

Software Licenses	\$10,000.00	\$9,000.00
Support/Maintenance	\$1,500.00	\$0.00
Professional Services	\$13,000.00	\$13,000.00
Total	\$24,500.00	\$22,000.00

Updated Control File will be provided

Schedule delivery: ARO

-
- 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.
-

Approved by: *Claudia Ann Lukac Nye*
Claudia Ann Lukac Nye/Client Account Manager



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

January 16, 2020

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