

**AMENDMENT No.3 TO STANDARD
AGREEMENT BY & BETWEEN
COUNTY OF MONTEREY AND BAYSIDE OIL II, INC.**

This **AMENDMENT No. 3** is made to the Standard Agreement ("AGREEMENT") by and between **Bayside Oil II, Inc.** ("CONTRACTOR"), and the County of Monterey, a political subdivision of the State of California ("COUNTY").

WHEREAS, effective May 20, 2014, County and CONTRACTOR entered into a STANDARD AGREEMENT (AGREEMENT) for the services related to the collection, hauling, and recycling of uncontaminated used motor oil, filters, and absorbent pads at designated collection center locations and marine facilities for the period May 9, 2014 through June 30, 2017; and

WHEREAS, COUNTY and CONTRACTOR amended the AGREEMENT via Amendment No. 1 dated June 2, 2016 to add funds for an amount not to exceed \$75,000 and added Exhibit A-1 and Exhibit B-1; and

WHEREAS, COUNTY and CONTRACTOR amended the AGREEMENT via Amendment No. 2 dated June 29, 2017 to increase the amount of the AGREEMENT by \$10,000 for a total amount not to exceed \$85,000 and amend the Scope via Exhibit A-2;


WHEREAS, COUNTY and CONTRACTOR wish to amend the AGREEMENT via Amendment No. 3 to increase the amount of the AGREEMENT by \$10,000 for a total amount not to exceed \$95,000; and

NOW THEREFORE, COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Section 2, "PAYMENTS BY COUNTY," is amended by removing "The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT shall not exceed the sum of \$85,000" and replaced with "The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT shall not exceed the sum of \$95,000."
2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this Amendment No. 3 and shall continue in full force and effect as set forth in the AGREEMENT.
3. The recitals to this Amendment No. 3 are hereby incorporated by this reference.

IN WITNESS WHEREOF, the County and CONTRACTOR execute this AGREEMENT as follows:

MONTEREY COUNTY


W.T. Skinner
Deputy Purchasing Agent
County of Monterey
Contracts/Purchasing Officer

Dated: 8/29/17

Approved as to Fiscal
Provisions:


Deputy Auditor/Controller

Dated:

8-25-17

Approved as to Liability
Provisions:

Risk Management

Dated:

Approved as to Form:



Mary Grace Perry
Deputy County Counsel

Dated:

August 24, 2017

**CONTRACTOR— BAYSIDE
OIL, II INC.**

By:



Signature of Chair, President, or
Vice-President

Kim Glenn Pres.
Printed Name and Title

Dated:

8/11/17

By:


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

Kim Glenn Sec.
Printed Name and Title

Dated:

8/11/17

*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.