

**AMENDMENT NO. 4 TO AGREEMENT
BY & BETWEEN
COUNTY OF MONTEREY
&
BAGLEY ENTERPRISES, INC.**

THIS Amendment No. 4 is made to the Agreement by and between BAGLEY ENTERPRISES, INC. (“CONTRACTOR”), and the County of Monterey, a political subdivision of the State of California (“County”).

WHEREAS, County and CONTRACTOR entered into an Agreement with a term of July 1, 2013 through July 30, 2016 for an amount not to exceed \$75,000 for the provisions of quarterly site inspection services, miscellaneous repairs of used oil and filter collection equipment; and

WHEREAS, on May 16, 2016 County and CONTRACTOR amended the Agreement via Amendment No. 1 to extend the Agreement term through June 30, 2017 and add \$20,000 for an Agreement amount not to exceed \$95,000; and

WHEREAS, on June 14, 2017 County and CONTRACTOR amended the Agreement via Amendment No. 2 to extend the Agreement term through June 30, 2019; and

WHEREAS, on June 29, 2018 County and CONTRACTOR amended the Agreement via Amendment No. 3 to increase the amount of the Agreement by \$30,000 for the services to be provided for a total amount not to exceed \$125,000.

WHEREAS, County and CONTRACTOR wish to amend the Agreement via Amendment No. 4 to reflect a change in scope to adjust inspections from quarterly site inspections to annual site inspections; Exhibit A-1 is hereby replaced with Exhibit A-2.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the Agreement in the following manner:

1. Section 1.01, “GENERAL DESCRIPTION”, is amended to read as follows: The County hereby engages CONTRACTOR to perform and CONTRACTOR hereby agrees to perform, the services described in EXHIBIT A in conformity with the terms of this Agreement. The goods and/or services are generally described as follows: Provide annual site inspection services, miscellaneous repairs of used oil equipment, and provide additional equipment as needed.
2. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 4 and shall continue in full force and effect.
3. A copy of this Amendment No. 4 shall be attached to the Agreement and shall be incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 4 as of the date set forth below their respective signatures.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form

By: _____
Deputy County Counsel

Date: _____

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: _____

Approved as to Liability Provisions

By: _____
Risk Management

Date: _____

CONTRACTOR

BAGLEY ENTERPRISES, INC

By: _____
(Signature of Chair, President, or Vice-President)*

Date: _____
Name and Title

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

Date: _____
Name and Title

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managing members. If CONTRACTOR is a partnership, the full legal 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 or Amendment to said Agreement.

EXHIBIT A-2

**To
Professional Service Agreement
Between
Monterey County
AND
Bagley Enterprises, Inc.**

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 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:

1. CONTRACTOR shall provide annual site inspection services and miscellaneous repairs of used oil and filter collection equipment for existing and new equipment. Site locations are described in Exhibit B. Waste Oil Service/Maintenance Check List is attached as Exhibit C.
2. CONTRACTOR shall provide additional equipment and services on an as needed basis.
3. CONTRACTOR shall provide a quote for each equipment or service request from COUNTY. COUNTY shall approve all quotes before work begins.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

DEPARTMENT shall pay an amount not to exceed \$125,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

General Labor: \$75.00 per hour

Travel Time: \$75.00 per hour

Service Inspection Rate: \$250.00 per site (To include "Portal to Portal")

B.2 CONTRACTORS BILLING PROCEDURES

CONTRACTOR shall bill COUNTY by the 15th day of each calendar month for work completed during the previous calendar month.

COUNTY shall not pay for any work performed after June 30, 2019.

The DEPARTMENT may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by the County.

The County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: The CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.