

**AMENDMENT No. 5
TO STANDARD AGREEMENT BY & BETWEEN
COUNTY OF MONTEREY AND BAYSIDE OIL II, INC.**

This **AMENDMENT No. 5** 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, on July 1, 2019, County and CONTRACTOR entered into a STANDARD AGREEMENT (AGREEMENT) for 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 July 1, 2019 through June 30, 2020; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement via Amendment No. 1, dated June 17, 2020, to increase the amount by fifteen thousand dollars (\$15,000) for a total amount not to exceed seventy-five thousand dollars (\$75,000); and amended the Agreement to extend term through June 30, 2021; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement via Amendment No. 2, dated January 29, 2021 to add funds in the amount of twenty thousand (\$20,000) dollars for an amount to exceed ninety-five thousand (\$95,000); replacing Exhibit A with Exhibit A-1 to update fees; and replacing Exhibit C with Exhibit C-1 to modify auto insurance requirements; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement via Amendment No. 3 to add funds in the amount of one hundred thousand (\$100,000) for an amount not to exceed one hundred ninety-five thousand (\$195,000) and extend the term through June 30, 2022; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement via Amendment No. 4 to add funds in the amount of one hundred thousand (\$100,000) for an amount not to exceed two hundred ninety-five thousand (\$295,000), and replaced Exhibit A-1 with Exhibit A-2 to update fees; and extend the term through June 30, 2023; and

WHEREAS, COUNTY and CONTRACTOR wish to amend the Agreement to amend Collection Centers in Exhibit B.

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

1. Exhibit B is updated to remove "Monterey County Agricultural Commissioner's Office" and add "Tri-Cities Disposal and Recycling Service".
2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this Amendment No. 5 and shall continue in full force and effect as set forth in the AGREEMENT.
3. A copy of this AMENDMENT No. 5 shall be attached to the original AGREEMENT dated July 20, 2019 and shall be incorporated therein as if fully set forth in the Agreement.
4. The recitals to this Amendment No. 5 are hereby incorporated by this reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 5 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: _____
Contracts/Purchasing Officer

_____ BAYSIDE OIL II, INC.
Contractor's Business Name

Date: _____

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

Kim Glenn Pres
(Print Name and Title)

Date: 9/1/22

**Approved as to Form
Office of the County Counsel-Risk
Management**

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

By: _____
Mary Grace Perry
Deputy County Counsel

Kim Glenn CEO
(Print Name and Title)

Date: _____

Date: 9/1/22

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: _____

**Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management**

By: _____
Risk Management

Date: _____

*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.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
MONTEREY COUNTY AND BAYSIDE OIL, INC.**

EXHIBIT B

COLLECTION CENTERS

OIL AND FILTERS

Company	Address	Tank size	EPA #
Waste Management (Public Tank)	11260 Commercial Pkwy Castroville, CA 95012	500 gallon	CAB 982508822 or CAD 981434277
Waste Management (Tank Inside Shop)	52654 Jolon Rd King City, CA 93930	280 gallon	CAD 982508830
BFI Waste Services of Salinas	271 Rianda St. Salinas, CA 93901	480 gallon	CAL 000229620
Monterey City Disposal Service	10 Ryan Ranch Monterey, CA 93940	1,000 gallon	CAL 000177742
Sturdy Oil Company	1511 Abbott St Salinas, CA 93901	1,000 gallon	CAL 000139399
Moss Landing Harbor District	7881 Sandholdt Rd Moss Landing, CA 95039	400 gallon	CAL 000111787
Tn-Cities Disposal & Recycling Service	621 El Camino Real Greenfield, CA 93927	1,000 gallon	CAL 000181735
Monterey County Public Works	1171 San Miguel Canyon Rd. Royal Oaks, CA 95076	1,000 gallon	CAL000256410
Monterey Bay Boatworks	32 Cannery Row Monterey, CA 93940	340 gallon	CAL 000141954
Woodward Marine	10932 Clam Way Moss Landing, CA 95039		CAL

FILTERS ONLY

Company	Address
Kragen Auto Parts	815 Broadway King City, CA
Kragen Auto Parts	250 Reservation Rd Marina, CA 93935
Kragen Auto Parts	989 North Main St Salinas, CA 93901
Kragen Auto Parts	43A South Sanborn Rd Salinas, CA 93905
Kragen Auto Parts	1219 South Main St Salinas, CA 93901
Kragen Auto Parts	610 Williams Rd Salinas, CA 93905
Kragen Auto Parts	1720 Fremont Blvd Seaside, CA 93955
Kragen Auto Parts	2233 De La Rosa Sr St Soledad, CA 93960

MARINE FACILITIES

OIL ABSORBENT PADS

Company	Address
Moss Landing Harbor	7881 Sandhold Rd Moss Landing, CA 95039
Monterey Bay Boatworks	32 Cannery Row Monterey, CA 93940
Woodward Marine	10932 Clam Way Moss Landing, CA 95039

EXHIBIT C-1

**TO STANDARD
AGREEMENT BY &
BETWEEN
COUNTY OF
MONTEREY AND
BAYSIDE OIL, II INC.**

1. Subsection 8.01 of Section **8.0 INDEMNIFICATION** is amended to read as follows:

8.0 INDEMNIFICATION

8.01 CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

2. The subsection entitled "**Business Automobile Liability Insurance**" at Subsection 9.03. **Insurance Coverage Requirements** of Section **9.0 INSURANCE REQUIREMENTS** is amended to read as follows:

Business Automobile Liability Insurance. covering motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

3. Add subsection entitled, "**Environmental Insurance and/or Pollution Legal Liability Coverage**" at Subsection 9.03 **Insurance Coverage Requirements** of Section **9.0 INSURANCE REQUIREMENTS** to read as follows:

Environmental Insurance and/or Pollution Legal Liability Coverage.

with a limit of not less than \$1,000,000 per occurrence, covering loss (including cleanup costs) related to CONTRACTOR'S performance of its obligations under this AGREEMENT, including the loading, unloading, or transportation of cargo/waste, and including a defense for all such claims.

4. Add Section **16.0 HAZARDOUS MATERIALS** to read as follows:

16.0 HAZARDOUS MATERIAL

16.01 Hazardous Materials: Transportation of any and all hazardous materials must be done in conformance with the Superfund Amendments and Reauthorization Act (SARA) Title III as amended. Appropriate documentation must be provided in a Material Safety Data Sheet (MSDS) and other documentation as necessary relating to the traits, characteristics, and pervasive properties of any hazardous materials transported pursuant to the performance of this AGREEMENT. CONTRACTOR understands that transportation of hazardous materials requires complete documentation and safety information as required by law. COUNTY shall not take responsibility for the accidental or purposeful discharge or release of any hazardous material. COUNTY does not take any responsibility for CONTRACTOR's improper packaging and/or transportation of any hazardous materials while in transit or storage pursuant to CONTRACTOR's performance of this AGREEMENT.