

**AMENDMENT No. 4
TO STANDARD AGREEMENT BY & BETWEEN
COUNTY OF MONTEREY AND BAYSIDE OIL II, INC.**

This **AMENDMENT No. 4** 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 wish to amend the Agreement 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), replacing Exhibit A-1 with Exhibit A-2 to update fees; and extend the term through June 30, 2023.

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

1. Replace Section 2.0, PAYMENT PROVISIONS, with: County shall pay Contractor in accordance with the payment provisions set forth in Exhibit A-1 subject to the limitations set forth in this Agreement. The total amount payable by County to Contractor under this Agreement is not to exceed the sum of \$295,000.

2. Section 3, "TERM OF AGREEMENT", is amended to read as follows at 3.01: "The term of this Agreement is from July 1, 2019 through June 30, 2023 unless sooner terminated pursuant to the terms of this Agreement".
3. Exhibit A-1 shall be replaced by Exhibit A-2 as attached to this Amendment No.4.
4. 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 as set forth in the AGREEMENT.
5. A copy of this AMENDMENT No. 4 shall be attached to the original AGREEMENT dated July 20, 2019 and shall be incorporated therein as if fully set forth in the Agreement.
6. The recitals to this Amendment No. 4 are hereby incorporated by this reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 4 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: KGlen
(Signature of Chair, President or Vice President)

Kim Glenn Pres.
(Print Name and Title)

Date: 3/8/22

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

Kim Glenn Sec/CFO
(Print Name and Title)

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

By: _____
Mary Grace Perry
Deputy County Counsel

Date: _____

Date: 3/8/22 _____

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.

**EXHIBIT A-2
TO STANDARD AGREEMENT
BY & BETWEEN
COUNTY OF MONTEREY
AND
BAYSIDE OIL, II 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 to the performance of work, asset forth below:

1. CONTRACTOR shall provide collection, hauling and recycling services of uncontaminated used oil and used oil filters at center locations listed on **Exhibit B**; CONTRACTOR shall ensure that filters are emptied of all free-flowing oil by verifying filters are punctured or crushed before hauling per State of California requirements under California Health and Safety Code, chapter 6.5, division 20, article 13, §25250.22, and California Code of Regulations title 22, division 4.5, §66266.130, any material considered hazardous shall be collected and hauled under proper guidelines, regulations, and laws as regulated by the State of California and such services shall be invoiced as noted in section B.
2. CONTRACTOR shall collect uncontaminated used oil and used oil filters upon request from a used oil location or from COUNTY staff and shall respond within 48 hours or 2 business days.
3. CONTRACTOR shall provide white oil absorbent pads to the marine facilities listed in **Exhibit B**.
4. CONTRACTOR shall provide each collection center and marine facility with a drum for the collection of filters and shall provide a replacement drum after each collection.

B. Payment Provisions

B.1 COMPENSATION/PAYMENT

COUNTY shall pay an amount not to exceed \$295,000 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 on accordance with the following terms:

- CONTRACTOR shall bill COUNTY by the 15th day of each calendar month

for work completed during the previous calendar month.

- CONTRACTOR shall submit a final invoice by July 15, 2023.
- COUNTY shall not pay for any work performed after June 30, 2023.
- CONTRACTOR shall provide EPA/ID number of used oil tank serviced on all invoices sent to COUNTY as provided in Exhibit B.
- CONTRACTOR shall reference work order numbers on all invoices to COUNTY.

COUNTY shall pay:

\$260.00 per drum for contaminated waste/oily debris; **\$0.55** per Gal/Used Oil

\$45. 00 per used oil filter drum collection (no set-up fee charged).

\$260.00 per replacement drum for used oil absorbent pad collection.

\$102.00 per 100/bale – white oil pads – 15X18 AT100DP.

Replacement drum for used oil absorbent pads collection is included in the prices listed above.

\$40.00 E-manifest fee per project

Should COUNTY request verification of price fluctuations for the uncontaminated used oil collection (included Chlor-d Tech Test Fee), CONTRACTOR shall provide verification of change in writing.

COUNTY shall not pay for collection of contaminated oil or other hazardous wastes. CONTRACTOR shall send invoices for contaminated oil or other hazardous waste collection directly to center of collection.

The COUNTY may, at 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 the Agreement.

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

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

STANDARD AGREEMENT BETWEEN
MONTEREY COUNTY AND BAYSIDE OIL, II 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
Monterey County Agricultural Commissioner's Office	522 N 2nd St King City, CA 93930	1,000 gallon	CAH 111001103
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 Sandholdt 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.