

**AMENDMENT No.2 TO STANDARD AGREEMENT
BY & BETWEEN
COUNTY OF MONTEREY AND
BAYSIDE OIL II, INC.**

This AMENDMENT No.2 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 wish to amend the AGREEMENT via Amendment No. 2 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;

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 \$75,000" and replaced with "The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT shall not exceed the sum of \$85,000."
2. Section 4, "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS," is amended by removing Exhibit A-1 and replacing it with Exhibit A-2 attached hereto and incorporated by this reference.
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the AGREEMENT.
4. A copy of Amendment No. 2, Exhibit A-2 shall be attached to the original AGREEMENT dated May 9, 2014 and shall be incorporated therein as if fully set forth in the AGREEMENT.
5. The recitals to this Amendment No. 2 are hereby incorporated by this reference.

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

MONTEREY COUNTY

CONTRACTOR— BAYSIDE OIL, II INC.

Contracts/Purchasing Officer

By: [Signature]
Signature of Chair, President, or Vice-President

Dated:

Kim Glenn Pres
Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 6/16/17

Deputy Auditor/Controller

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

Dated:

Approved as to Liability Provisions:

Kim Glenn Sec
Printed Name and Title

Risk Management

Dated: 6/16/17


Dated:

Approved as to Form:
[Signature]
Mary Grace Perry
Deputy County Counsel

Dated: June 26, 2017

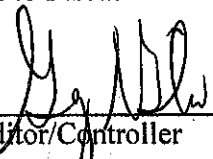
*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth 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.

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

MONTEREY COUNTY


Contracts/Purchasing Officer

Dated: 6-29-17

Approved as to Fiscal Provisions:


Deputy Auditor/Controller

Dated: 6-27-17

Approved as to Liability Provisions:


Risk Management

Dated: _____

Approved as to Form:

Mary Grace Perry
Deputy County Counsel

Dated: _____


CONTRACTOR— BAYSIDE OIL, II INC.
By: 

Signature of Chair, President, or Vice-President

Kim Glenn Pres.

Printed Name and Title

Dated: 6/16/17

By: 

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

Kim Glenn Sec.

Printed Name and Title

Dated: 6/16/17

*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.

**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,as set 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-1**; 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-1.
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-1**.
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 \$85,000 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, 2018.
- COUNTY shall not pay for any work performed after June 30, 2018.
- CONTRACTOR shall provide EPA/ID number of used oil tank serviced on all invoices sent to COUNTY as provided in Exhibit B-1.
- CONTRACTOR shall reference work order numbers on all invoices to COUNTY.

COUNTY shall pay:

\$35.00 per used oil filter drum collection (no set-up fee charged).

\$245.00 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.

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.

AGREEMENT AMENDMENT BOARD REPORT FOR PRE-APPROVAL

Vendor Name: Bayaldo Oil II, Inc.

Title/Brief Description of Document: Amendment No. 2 to increase amount and extend term.

Originating Dept.: Health-Environmental Dept. Contact WITH Phone #: Rob Durham x3378 or Elizabeth Carbone 732-1265

This Agreement or Amendment requires Board Approval: Yes No

This Agreement requires an MYA: Yes No

AGREEMENT TYPE

<input checked="" type="checkbox"/> RQNSA – Standard Agreement	<input type="checkbox"/> RQNS – Non-Standard Agreement
<input type="checkbox"/> RQNT – ITD Standard Agreement	<input type="checkbox"/> RQNTN – ITD Non-Standard Agreement
<input type="checkbox"/> RQNPB – Pre-Board Standard Agreement	<input type="checkbox"/> Non-Standard Board Agreement (Not to be tracked within RQN)
<input checked="" type="checkbox"/> Insurance & Endorsement Current	<input checked="" type="checkbox"/> VDR & Non-Resident State Forms Verified

ROUTING AND APPROVALS*

Each Approving Authority is requested to forward the Service Contract to the next Approving Authority in the order listed herein. Thank you

	Approving Authority:	Approval Initials:	Comments:	Date Reviewed:
1st	ITE (for all ITD related contracts)		Not Applicable	
2nd	County Council (required)	<i>mgp</i>	approved, scanned / emailed	6/26/17
3rd	Risk Management (not standard insurance and or indemnity provisions)	<i>JH</i>	Not Applicable	
4th	Auditor-Controller (required)	<i>[Signature]</i>	Gary Giboney	6-27-17
5th	Contracts/Purchasing (required)	<i>[Signature]</i>	Geo Encallada	6-29-17
	Return to Originating Department Instructions		Rob Durham x3378 or Elizabeth Carbone 732-1265	

* In the event that one of the approving authorities has an issue with the document and will not sign, the document shall be returned immediately to the originating department's key contact person identified herein along with a brief written explanation regarding the issue. Once that issue is corrected, the originating department shall restart the routing process again from the beginning by resubmitting the document through the approval process. The original Routing Form should be included for reference.

MYA #: _____

time sensitive

**HEALTH DEPARTMENT
AUTHORIZATION - ROUTING FORM**

(i.e., Agreements, Board Reports, Budget Committee Reports, Health & Human Services Reports)

Leg. File ID
Approval Process Complete
Submitted to COB

Date	6/20/2017	Contact Person	Rob Durham x8979 or Elizabeth Cardona 796-1265
Consent		Phone	
Scheduled		Date Needed	
Bureau	Environmental Health		
Subject	Bayside Oil II, Inc.- Amendment No. 2 to increase amount and extend term.		

Check here if ready for Final signature	APPROVED BY:	Yes/ No	By	Date	Comments
	Ready for Director of Health or Assistant Director of Health Signature on Agreement for <u>non-board</u> item				
	Director of Health Pre-Approval - (Required)				
	Assistant Director of Health Pre-Approval - (Required)	/	<i>[Signature]</i>	06/21/17	
	Bureau Chief Pre-Approval - (Required)	✓	<i>[Signature]</i>	6/20/17	
	Bureau Finance Manager Pre-Approval - (Required)	✓	<i>[Signature]</i>	6/20/17	
	Health Human Resources Pre-Approval - (if applicable)				
	Health Information Technology Pre-Approval - (if applicable)				
	Privacy Officer Pre-Approval of all agreements				

three sensible