

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, 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 of Services / Payment Provisions via Exhibit A-2;

WHEREAS, COUNTY and CONTRACTOR amended the AGREEMENT via Amendment No. 3 August 29, 2017 to increase the amount of the AGREEMENT by \$10,000 for a total amount not to exceed \$95,000 and extend the term through June 30, 2018; and

WHEREAS, COUNTY and CONTRACTOR wish to amend the AGREEMENT via Amendment No. 4 to increase the amount of the AGREEMENT by \$30,000 for a total amount not to exceed \$125,000; extend the term through June 30, 2019; replace Exhibit A-2 in Amendment No. 2 with Exhibit A-3 – Scope of Services / Payment Provisions to add contaminated waste/oily debris pricing; revise Section 8.01 Indemnification; revise "Business Automobile Liability Insurance" requirements for consistency with County Standard Agreements over \$100,000; add "Environmental Insurance and/or Pollution Legal Liability Coverage"; and, add Section **16.0 HAZARDOUS MATERIALS**.

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

1. Section **2.0 PAYMENTS BY COUNTY** is amended by deleting, "The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT shall not exceed the sum of \$95,000." and inserting, "The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT shall not exceed the sum of **\$125,000.**"
2. Section **3.0 TERM OF AGREEMENT** is amended by deleting, "The term

of this Agreement is from May 9, 2014 to June 30, 2017” and inserting, “The term of this Agreement is from **May 9, 2014 to June 30, 2019**”.

3. Replace Exhibit A-2 of Amendment No. 2 with **Exhibit A-3 – Scope of Services / Payment Provisions**.
4. 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.

5. 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 all motor vehicles, including owned, 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.

6. 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.

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

16.0 HAZARDOUS MATERIALS

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.

8. 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.
9. This Amendment No. 4 and all previous amendments shall be attached to the AGREEMENT and incorporated therein as if fully set forth in the AGREEMENT.
10. 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: _____
Elsa Jimenez, Director, Health Department

Contractor's Business Name

Date: _____

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

Name: _____
(Print/Type Name)

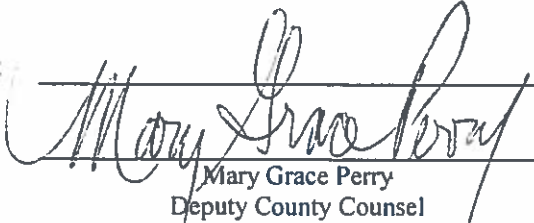
Its: _____
(Print/Type Title)

By: _____
Contracts / Purchasing Officer or Designee

Date: _____

Date: _____

**Approved as to Form and Legality
Office of the County Counsel**

By: 
Mary Grace Perry
Deputy County Counsel

Date: 2-15-2018

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

Name: _____

(Print/Type Name)

Its: _____
(Print/Type Title)

Date: _____

Approved as to Fiscal Provisions

By: 
Auditor/Controller

Date: 3-8-18
RISK MANAGEMENT

**Approved as to Indemnity and Insurance Provisions
COUNTY OF MONTEREY
APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE**

By: 
Risk Management

Date: 3/4/18

***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 corporation shall be set forth above together with the signatures of two (2) managing members. 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/Amendment 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/Amendment.