

**AMENDMENT No. 1 TO STANDARD AGREEMENT BETWEEN
COUNTY OF MONTEREY
AND
BAYSIDE OIL II, INC.**

THIS AMENDMENT No. 1 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 or about May 29, 2014, County and CONTRACTOR entered into an 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 wish to amend the AGREEMENT to increase the amount of the AGREEMENT by \$45,000 for services to be provided, amend the **Scope of Services/Payment Provisions and Exhibit B;**

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

1. Section 2, "PAYMENTS BY COUNTY," is amended to read as follows: The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT shall not exceed the sum of \$75,000.
2. Section 4, "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS," is amended by removing the current Exhibit A – Scope of Services/Payment Provisions and replacing it with a new Exhibit A-1 – Scope of Services/Payment Provision. Exhibit B is amended by removing the current Exhibit B and replacing it with a new Exhibit B-1 attached hereto and incorporated by this reference as Exhibit A-1 and Exhibit B-1.
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT No. 1 and shall continue in full force and effect as set forth in the AGREEMENT.
4. A copy of AMENDMENT No. 1, Exhibit A-1 and Exhibit B-1 shall be attached to the original AGREEMENT dated May 9, 2014 and shall be incorporated therein as if fully set forth in the AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT No. 1, the new Exhibit A-1 – Scope of Services/Payment Provisions and Exhibit B-1 as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By:


Contracts/Purchasing Officer

CONTRACTOR

Bayside Oil II, Inc.
Contractor's Business Name*

Date: 5-31-16

By: [Signature]
Department Head (if applicable)

Date: 06/02/2016

Approved as to Form¹

By: [Signature]
County Counsel

Date: May 26, 2016

Approved as to Fiscal Provisions²

By: [Signature]
Auditor/Controller

Date: 5-26-16

Approved as to Liability Provisions³

By: Risk Management

Date: _____

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

Kim Glenn Pres
Name and Title

Date: 4/28/16

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

Kim Glenn CFO
Name and Title

Date: 4/28/16

*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.

¹Approval by the Office of the County Counsel is required for all Agreement.

²Approval by the Auditor/Controller's Office is required for all Agreements.

³Approval by Risk Management is required if changes are made to Insurance and Indemnification Provisions.

EXHIBITA-1

To
Standard Agreement
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 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*.
2. CONTRACTOR shall collect uncontaminated used oil and used oil filters upon request from a center or 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 on *Exhibit B-1*.
4. CONTRACTOR shall provide each collection center and marine facility with a drum for the collection of filters and shall provide replacement drum after each collection.
5. CONTRACTOR shall provide each marine facility with a replacement drum for the collection of used oil absorbent pads.

A.2 The CONTRACTOR shall produce the following written reports or other written documents (deliverables) by the dates indicated below:

No written reports or written documents are needed during the term of this agreement.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

DEPARTMENT shall pay an amount not to exceed **\$75,000.00** 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:

- 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, 2017**.
- COUNTY shall not pay for any work performed after **June 30, 2017**.
- CONTRACTOR shall provide EPA/ID number of used oil tank serviced on all invoices sent to COUNTY (a list of EPA/ID numbers for each used oil tank serviced will be provided to CONTRACTOR by COUNTY).
- CONTRACTOR shall reference Work Order numbers on all invoices to COUNTY, even on a re-bill or credit invoice.

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 pad collection is included in the prices listed above.

Should COUNTY request verification of price fluctuations for the uncontaminated used oil collection (includes 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, 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.

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

**EXHIBIT B-1
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 Sandhold Rd Moss Landing, CA 95039
Monterey Bay Boatworks	32 Cannery Row Monterey, CA 93940
Woodward Marine	10932 Clam Way Moss Landing, CA 95039