

SANTA BARBARA COUNTY AGREEMENT FOR:

TORO CANYON CONSTRUCTION & CREEK CLEANUP

Auditor-Controller Contract No. _____

THIS AGREEMENT, herein called Agreement, is made by and between Santa Barbara County and American Integrated Services, Inc.(AIS) herein referred to as Contractor, for the completion of the work identified herein, on the following terms, conditions, and provisions:

1. CONTRACT

This Agreement includes and incorporates by reference all Contract Documents.

The Contract is comprised of

1. County of Santa Barbara Purchase Order DP08076 dated June 18, 2021 for pipeline repairs, excavation
2. Change Order No. 3 dated July 23, 2021 for temporary containment¹
3. Change Order No. 4 dated August 5, 2021 for initial creek oil cleanup
4. Change Order No. 5 dated August 6, 2021 for pipeline replacement
5. Project Scope dated August 20, 2021 for additional creek oil cleanup

Said incorporated documents are referred to herein as the "Contract" or "Contract Documents".

Copies of all said documents are shown in Exhibit 1 to this Agreement .

2. WORK

Contractor agrees, at his own proper cost and expense, to do all the work and furnish all equipment and materials necessary to perform and complete the work described in the documents referred to above, in a good and workmanlike manner to the satisfaction of the Director of Public Works of said County, all in strict accordance with the Plans and the Contract Documents provided.

3. TERM

The Contractor shall complete work over a period of three months following sign-off of creek cleanup for the on-call inspections/removal of oil absorbents at remaining weeper dam, but no later than June 30, 2022. This Agreement cancels, nullifies, and supersedes Purchase Order No. DP-08076 which included a term of July 1, 2021 through June 30, 2022.

4. PAYMENTS NOT ACCEPTANCE

No certificate given or payments made under this Contract shall be evidence of the performance of this Contract, either wholly or in part, against any claim upon Contractor. Final payment for the work performed under this Contract shall not be made until the lapse of thirty (30) days after the Notice of Completion of said work has been filed for record and no payment shall be construed to be acceptance of any defective work or improper materials. Contractor's acceptance of payment for final quantities due under this Contract and the payment of undisputed contract amounts due for any work in accordance with any amendments of this Contract, shall release the County from any and all claims or liabilities on account of work performed under this Contract or any amendments thereof related to those amounts. In addition to guarantees required elsewhere, Contractor shall and does hereby guarantee all workmanship and material to be free of defects for a period of one year from and after the recordation of the Notice of Completion by Santa Barbara County, and Contractor shall repair or replace any or all work and material, together with any other portions of the work which may be displaced in so doing, that in the opinion of the County Project Manager is or becomes defective during the period of said guarantee without expense whatsoever to Santa Barbara County.

¹ Note: there is no Change Order No. 1 nor Change Order No. 2 associated with the AIS Purchase Order DP08076; the first change order begins with Change Order No. 3.

5. PAYMENT

As full compensation for furnishing all labor, supervision, overhead, materials, and equipment and for doing all the work completed and embraced in this Agreement and subject to adjustments and liquidated damages, if any, as provided in the Contract Documents, the base amount to be paid to the Contractor for satisfactory completion of all requirements of the Contractor under this Agreement is and shall be \$428,567.00, inclusive of \$197,353 that was previously under Purchase Order No. DP-08076, but otherwise cancels, nullifies, and supersedes DP-08076 to be paid as provided in the Contract Documents.

The County Project Manager is authorized to order the performance of supplemental work itemized in the bid item list, to be paid as provided in the Contract Documents. In no event shall Santa Barbara County be liable for the cost of any supplemental work unless approved in advance and in writing by the Project Manager.

6. CONFLICT OF INTEREST

Contractor covenants that Contractor presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor. Contractor must promptly disclose to Santa Barbara County, in writing, any potential conflict of interest. Santa Barbara County retains the right to waive a conflict of interest disclosed by Contractor if Santa Barbara County determines it to be immaterial, and such waiver is only effective if provided by Santa Barbara County to Contractor in writing.

7. NO PUBLICITY OR ENDORSEMENT

Contractor shall not use Santa Barbara County's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. Contractor shall not use Santa Barbara County's name or logo in any manner that would give the appearance that Santa Barbara County is endorsing Contractor. Contractor shall not in any way contract on behalf of or in the name of Santa Barbara County. Contractor shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning Santa Barbara County or its projects, without obtaining the prior written approval of Santa Barbara County.

8. SANTA BARBARA COUNTY PROPERTY AND INFORMATION

All of Santa Barbara County's property, documents, and information provided for Contractor's use in connection with the services shall remain Santa Barbara County's property, and Contractor shall return any such items whenever requested by Santa Barbara County and whenever required according to the Termination section of this Agreement. Contractor may use such items only in connection with providing the services. Contractor shall not disseminate any Santa Barbara County property, documents, or information without Santa Barbara County's prior written consent.

9. RECORDS, AUDIT, AND REVIEW

Contractor shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Contractor's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. Santa Barbara County shall have the right to audit and review all such documents and records at any time during Contractor's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), Contractor shall be subject to the examination and audit of the California State Auditor, at the request of the Santa Barbara County or as part of any audit of the Santa Barbara County, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). Contractor shall participate in any audits and reviews, whether by Santa Barbara County or the State, at no charge to Santa Barbara County.

If federal, state, or County audit exceptions are made relating to this Agreement, Contractor shall reimburse all costs incurred by federal, state, and/or Santa Barbara County governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments, and all other costs of whatever nature. Immediately upon notification from Santa Barbara County, Contractor shall reimburse the amount of the audit exceptions and any other related costs directly to Santa Barbara County as specified by Santa Barbara County in the notification.

10. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or

unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

11. ENTIRE AGREEMENT AND CHANGE ORDERS

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties, or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

12. COMPLIANCE WITH LAW

Contractor shall, at its sole cost and expense, comply with all County, State, and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Contractor in any action or proceeding against Contractor, whether Santa Barbara County is a party thereto or not, that Contractor has violated any such ordinance or statute, shall be conclusive of that fact as between Contractor and Santa Barbara County.

13. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County, if in state court, or in the federal court nearest to the County, if in federal court.

14. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

15. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Contractor is obligated, which breach would have a material effect hereon.

16. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

17. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in Section 1, contract documents herein, these numbered sections shall prevail.

CONTRACTOR SIGNATURE PAGE

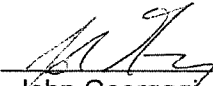
Agreement between SANTA BARBARA COUNTY and CONTRACTOR for services and work to be performed by CONTRACTOR.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by SANTA BARBARA COUNTY.

CONTRACTOR:

American Integrated Services, Inc
1351 Walter St.
Ventura, CA 93003

License No. 757133
Business Type: Corporation

By: 
John Georgagi, Executive Vice President

Date: September 21, 2021

1/23/21

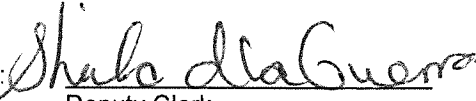
SANTA BARBARA COUNTY SIGNATURE PAGE


Agreement between SANTA BARBARA COUNTY and CONTRACTOR for services and work to be performed by CONTRACTOR.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by SANTA BARBARA COUNTY.

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF BOARD OF SUPERVISORS OF
THE COUNTY OF SANTA BARBARA

SANTA BARBARA COUNTY

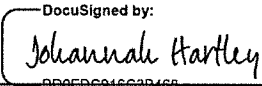
By: 
Deputy Clerk

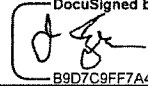
By: 
BOB NELSON, CHAIR
BOARD OF SUPERVISORS

Date: 10.12.2021

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

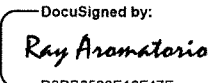
APPROVED AS TO ACCOUNTING FORM:
BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

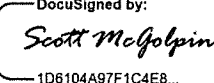
By: 
Deputy County Counsel

By: 
Deputy

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGER

RECOMMENDED FOR APPROVAL:
SCOTT D. MCGOLPIN
PUBLIC WORKS DIRECTOR

By: 
Risk Manager

By: 
Public Works Director

Fiscal Responsibility _____

Department	Division	Subdivision	Program	Project	Fund	Account	Area
054			3800	WA8231	3060	7460	

BID ITEM LIST

Contract / Scope	Item No.	Description	Unit	Quantity	Unit Price	Total Price
DP-08076		Mobilization	LS			2,700.00
	1	Excavate at both ends of 16" diameter corrugated metal pipe (CMP)	LS	1		10,045.00
	2	Dispose of oil contaminated soil resulting from excavation	CY	84		36,446.00
	3	If possible, remove old, fire damaged pipe and discard	LS	29		9,068.00
	4	Install 2-inch diameter Schedule 80 steel or 2-inch diameter schedule 40 PVC. Connect to the existing product hose above and to the underground storage tank below.	LS			7,900.00
	5	Install 2-inch diameter, 6-inch long steel schedule 40 connector pipe to drain residual oil from CMP into tank	LS	1		4,200.00
	6	Demobilization	LS	1		2,700.00
					<i>Subtotal</i>	73,059.00
CO 3	1	Supervisor and Environmental Technician	HR	8		1,880.00
	2	Pick-up Truck	DY	1		145.00
	3	Materials	LS	1		2,250.00
	4	Pump installation	LS	1		700.00
					<i>Subtotal</i>	4,975.00
CO 4	1	Mobilization/ Demobilization	EA	2	2,080.00	4,160.00
	2	20 CY Roll off Bin Delivery	EA	1	1,146.00	1,146.00

	3	Transportation & Disposal of all 3 waste streams	LS	1		24,848.00
	4	Labor, equipment and materials	LS	1		28,765.00
					<i>Subtotal</i>	<i>58,919.00</i>
CO 5	1	Mobilization/ Demobilization	EA	2	2,080.00	4,160.00
	2	20 CY Roll off Bin Delivery	EA	1	1,146.00	1,146.00
	3	Cut and removal of 16" diameter corrugated metal pipe (CMP).	LS	130-ft	14,896.35	14,896.35
	4	Transportation & Disposal of (CMP) and contaminated soil/debris resulting from removing pipe.	LS	1	4,632.00	4,632.00
	5	Install HDPE Pipe attaching each section by thermal fusion.	LS	130-ft	27,664.65	27,664.65
		Install 2-inch diameter Vacuum oil hose with camlock attachments and Connect to the existing product hose above and to the underground storage tank below.	LS	120-ft	7,900.00	7,900.00
					<i>Subtotal</i>	<i>60,399.00</i>
					<i>Subtotal under DP-08076 and approved change orders:</i>	<i>197,353</i>
Project Scope, 8/20/2021		Work completed from August 13-20	LS	1	162,545.00	162,545.00
		Work from August 23-27 Daily Rate	DY	5	8,090.00	40,450.00
		Inspections	EA	6	1,200.00	7,200.00
					<i>Subtotal</i>	<i>210,195.00</i>

CERTIFICATE OF COMPLIANCE

This is to certify that all requirements for insurance of subcontractors as specified for this project have been met.

American Integrated Services, Inc.
FIRM NAME

BY

John Georgagi, Executive Vice President
Title

September 21, 2021
Date

CALIFORNIA LABOR CODE SECTION 1860 AND 1861 CERTIFICATION

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

American Integrated Services, Inc.
FIRM NAME

BY

John Georgagi, Executive Vice President
Title

September 21, 2021
Date

Submit completed form with your Agreement, Bonds, and Certificates of Insurance.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That Santa Barbara County of the State of California (hereinafter referred to as Santa Barbara County) and Inc. (hereinafter referred to as Principal) have by written agreement dated American Integrated Services, Inc., entered into a Contract identified as:

Project Title: **Toro Canyon Construction & Creek Cleanup**

(Hereinafter referred to as the Contract) and

That, pursuant to law and to said Contract, and before entering upon the performance of said Contract, the principal is required to file with Santa Barbara County a good and sufficient bond to secure the payment of labor and materials claims.

NOW, THEREFORE, said Principal and U.S. Specialty Insurance Company

as corporate surety (hereinafter referred to as Surety), are held firmly bound unto Santa Barbara County in the amount of *SEE #1 BELOW* for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns both jointly and severally. The payment bond must also contain provisions which automatically increase amounts thereof and/or time of completion or both for all change orders, extensions and additions to the work provided pursuant to this Agreement. Surety shall be and hereby warrants that it is currently listed as an insurer authorized and admitted by the California Insurance Commissioner to issue surety insurance in the State of California, in the list published by the California Department of Insurance.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named or referred to in Section 9100 of the California Civil Code, or amounts due under Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Contractor and his Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor as required by Division 3, Part 4, Title XV, Chapter 7 (commencing at Section 9550) of the California Civil Code, or this bond, then said Surety will pay for the same, in an amount not to exceed the amount hereinafter set forth.

This bond shall insure to the benefit of any and all persons, entities, companies and corporations named or referred to in Section 9100 of the California Civil Code, so as to give a right of action to them or their assign in any suit brought upon this bond.

And the said Surety, for value received, hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the Specifications accompanying the same, shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Specifications.

*#1 - FOUR HUNDRED TWENTY EIGHT THOUSAND FIVE HUNDRED SIXTY SEVEN DOLLARS
(\$428,567.00)

PAYMENT BOND

In the event suit is brought upon this Bond by Santa Barbara County of the State of California (hereinafter referred to as Santa Barbara County) and judgment is recovered, Surety shall pay all costs incurred by Santa Barbara County in such suit, including a reasonable attorney's fee to be fixed by the court.

Death, illness, disability, or disqualification of the Principal shall not relieve Surety of its obligations hereunder.

American Integrated Services, Inc.
Principal

By: 
Paul David Herrera - President

September 21, 2021
DATED:

U.S. Specialty Insurance Company
Surety

By: 
Les M. Mantle-Attorney in Fact

801 S. Figueroa St., #700
Address

Los Angeles, CA 90017
City, State, Zip

Surety's Agent for Service of Process (located within the State of California):

Lesron Insurance Agency, Inc.
Name of Agent

1440 N. Harbor Blvd., #610
Address

Fullerton, CA 92835
City, State, Zip

714-441-2725
Fax Number

NOTE: Signature of those executing for Surety must be properly acknowledged.

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

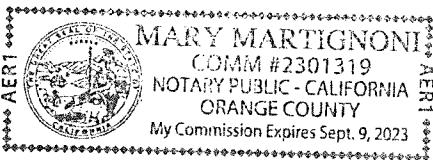
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Orange }

On 9-21-2021 before me, Mary Martignoni - Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Les M. Mantle
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature Mary Martignoni
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Les M. Mantle

- Corporate Officer – Title(s): _____
- Partner – Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer's Name: _____

- Corporate Officer – Title(s): _____
- Partner – Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer is Representing: _____

U.S. Specialty Insurance Company

Signer is Representing: _____



TOKIOMARINE
HCC

POWER OF ATTORNEY

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Les M. Mantle of Fullerton, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Fifty Million***** Dollars (***50,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.


Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

State of California
County of Los Angeles



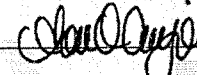
By: 
Daniel P. Aguilar, Vice President

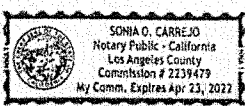
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

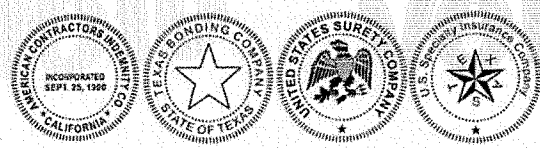
Signature  (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 21st day of September, 2021.

Corporate Seals
Bond No. 1001138001
Agency No. 8227




Kio Lo, Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On September 22, 2021 before me, Lisa Ann Orr, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared

Paul David Herrera

Name(s) of Signer(s)

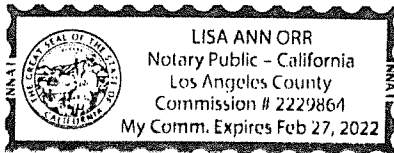
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Lisa Ann Orr
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

\$6171.00 PREMIUM IS FOR CONTRACT TERM AND IS SUBJECT TO
ADJUSTMENT BASED ON FINAL CONTRACT PRICE

Bond No. 1001138001
EXECUTED IN DUPLICATE

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That Santa Barbara County of the State of California (hereinafter referred to as Santa Barbara County) and AIS, Inc. (hereinafter referred to as Principal) have by written agreement dated September 21, 2021, entered into a Contract identified as:

Project Title: **Toro Canyon Construction & Creek Cleanup**

(Hereinafter referred to as the Contract) and

That the Principal is required under the terms and conditions of said Contract to furnish a bond for the faithful performance of Contract.

NOW, THEREFORE, said Principal and U.S. Specialty Insurance Company

as corporate surety (hereinafter referred to as Surety), are held firmly bound unto the County of Santa Barbara in the amount of*****for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns both jointly and severally. Surety shall be and hereby warrants that it is currently listed as an insurer authorized and admitted by the California Insurance Commissioner to issue surety insurance in the State of California, in the list published by the California Department of Insurance.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his heirs, executors, administrators, successors, or assigns, shall perform all of the covenants, conditions and agreements in said Contract and any alteration thereof made as herein provided, in his or their part, to be kept and performed at the time, and in the manner therein specified, and shall indemnify and save harmless Santa Barbara County, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force, virtue and effect.

And the said Surety, for value received, hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or additions to the terms of the Contract or to the work or to the specifications.

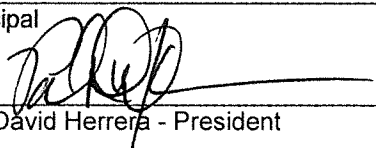
****FOUR HUNDRED TWENTY EIGHT THOUSAND FIVE HUNDRED SIXTY SEVEN DOLLARS
(\$428,567.00)

PERFORMANCE BOND

In the event suit is brought upon this Bond by Santa Barbara County and judgment is recovered, Surety shall pay all costs incurred by the County in such suit, including a reasonable attorney's fee to be fixed by the court.

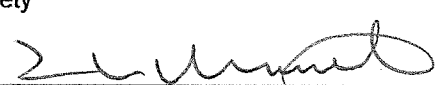
Death, illness, disability, or disqualification of the Principal shall not relieve Surety of its obligations hereunder.

American Integrated Services, Inc.
Principal

By: 
Paul David Herrera - President

September 21, 2021
DATED:

U.S. Specialty Insurance Company
Surety

By: 
Les M. Mantle-Attorney in Fact

801 S. Figueroa St., #700
Address

Los Angeles, CA 90017
City, State, Zip

Surety's Agent for Service of Process (located within the State of California):

Lesron Insurance Agency, Inc.
Name of Agent

1440 N. Harbor Blvd., #610
Address

Fullerton, CA 92835
City, State, Zip

714-441-2725
Fax Number

NOTE: Signature of those executing for Surety must be properly acknowledged.

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

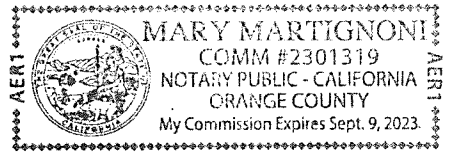
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Orange }

On 9-21-2021 before me, Mary Martignoni - Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Les M. Mantle
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Les M. Mantle

- Corporate Officer – Title(s): _____
- Partner – Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer's Name: _____

- Corporate Officer – Title(s): _____
- Partner – Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer is Representing: U.S. Specialty Insurance Company

Signer is Representing: _____



TOKIOMARINE
HCC

POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Les M. Mantle of Fullerton, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Fifty Million***** Dollars (***50,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.


Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California
County of Los Angeles



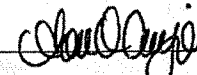
By: 
Daniel P. Aguilar, Vice President

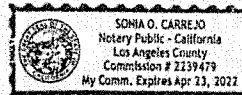
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 21st day of September, 2021.

Corporate Seals
Bond No. 1001138001
Agency No. 8227




Kio Lo, Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

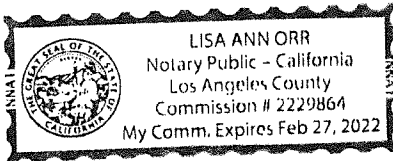
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On September 22, 2021 before me, Lisa Ann Orr, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Paul David Herrera
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

EXHIBIT 1

CONTRACT DOCUMENTS



COUNTY OF SANTA BARBARA

PURCHASING AGENT
 105 EAST ANAPAMU ST. RM. B5
 SANTA BARBARA, CA 93101

ORDER	
DP08076	
Page No. 1 of 2	PO Date JUN/18/2021

REFER INQUIRIES TO BUYER:

AMBER FOSCHAAR
 Phone: (805)568-2693
 Fax: (805)568-2705

SHIP-TO: PW PROJECT CLEAN WATER
 130 E. VICTORIA ST., STE 200
 SANTA BARBARA, CA 93101
 Phone: (805)-568-3438

SUPPLIER: Attn: DANIEL VILLEGAS
 AMERICAN INTEGRATED SERVICES
 1351 WALTER ST
 VENTURA, CA 93003

BILL TO: PW PROJECT CLEAN WATER
 130 E. VICTORIA ST., STE 200
 SANTA BARBARA, CA 93101
 Phone: (805)-568-3438

Phone: (805)-639-0884

TERMS	F.O.B.	SUPPLIER CODE	DELIVERY DATE	REQUESTED BY	REQ. NO.
NET 30	N/A	24333	JUN/30/2022	C. GARNAND	13

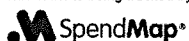
LN	QUANTITY	G/L ACCOUNT DESCRIPTION	PRICE/UNIT	EXTENSION
1	1 LOT	3060+054+7460+3800++WA8231	80,365.00 /LOT	80,365.00
<p><i>PIPELINE REPAIRS, INSTALLATION- PUBLIC PROJECT - EQUIPMENT, MATERIAL & LABOR CONTRACT</i></p> <p><i>GENERAL: Contractor to provide repair services for Toro Canyon Oil Water Separator as per attached Ancillary Requirements, Primary Specifications, Additional Specifications, Proposal #4101707 dated 5/17/2021, and Exhibit X. Contract awarded per RFP # 1102021.</i></p> <p><i>(10% Contingency added to Scope of Work total of \$73,059).</i></p> <p><i>CONTRACT PERIOD: Start date, as directed, July 1, 2021. Termination date, as directed and NO LATER THAN June 30, 2022.</i></p> <p><i>LIMITATIONS: Total expenditure for the period shall not exceed \$80,365.00. Any increase or decrease in this total amount may be authorized only upon written notice from the County Purchasing Manager.</i></p> <p><i>SPECIFICATIONS AND GENERAL CONDITIONS (ver. 2016-04-05) APPLIES.</i></p> <p><i>No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].</i></p> <p><i>No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.</i></p> <p><i>This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.</i></p> <p><i>PUBLIC PROJECTS NOTE TO CONTRACTOR: No payment will be due or payable unless this contract is properly executed and returned to the County Purchasing Office. Do not commence performance until you have executed this contract and returned it to the County of Santa Barbara Purchasing Division, 105 E. Anapamu St, RM B-5, Santa Barbara, CA 93101. Your signature certifies that the License Number indicated is currently filed with the California State License Board and you are listed on the personnel of this License Number.</i></p> <p>Accepted By: (X) _____</p> <p style="text-align: center;">Continued on next page...</p>				

- (1) The order number and Bill to dept. name shown above must appear on all invoices, shipping papers, packages and correspondence.
 - (2) Mail invoices to the "bill to" address.
 - (3) All duty and/or taxes must be shown separately on invoice where applicable.
 - (4) This order is subject to the terms and conditions stated, including non-discrimination in employment, hazardous chemicals and equipment safety standards, that are available for viewing at www.countyofsb.org.
- For Goods the County Code Section 2-96 requires: If complaint is made that seller is engaging in discriminatory employment practices made unlawful by applicable state and federal laws, rules or regulations, and the State Fair Employment Practice Commission or the Federal Equal Employment Opportunities Commission determines that such unlawful discrimination exists, then the County of Santa Barbara may forthwith terminate this order.

C. Amber Foschaar

COUNTY OF SANTA BARBARA

This order is being tracked by:



Supplier



COUNTY OF SANTA BARBARA

PURCHASING AGENT
 105 EAST ANAPAMU ST. RM. B5
 SANTA BARBARA, CA 93101

ORDER	
DP08076	
Page No. 2 of 2	PO Date JUN/18/2021

REFER INQUIRIES TO BUYER:

AMBER FOSCHAAR
 Phone: (805)568-2693
 Fax: (805)568-2705

SHIP-TO: PW PROJECT CLEAN WATER
 130 E. VICTORIA ST., STE 200
 SANTA BARBARA, CA 93101
 Phone: (805)-568-3438

SUPPLIER: Attn: DANIEL VILLEGAS
 AMERICAN INTEGRATED SERVICES
 1351 WALTER ST
 VENTURA, CA 93003

BILL TO: PW PROJECT CLEAN WATER
 130 E. VICTORIA ST., STE 200
 SANTA BARBARA, CA 93101
 Phone: (805)-568-3438

Phone: (805)-639-0884

TERMS	F.O.B.	SUPPLIER CODE	DELIVERY DATE	REQUESTED BY	REQ. NO.
NET 30	N/A	24333		C. GARNAND	13

LN	QUANTITY	G/L ACCOUNT DESCRIPTION	PRICE/UNIT	EXTENSION
----	----------	-------------------------	------------	-----------

Print Name/Title: _____ Date: _____

Applicable Contractor License #: _____

	Tax 1:	0.00
	Tax 2:	0.00
	Total:	80,365.00

(1) The order number and Bill to dept. name shown above must appear on all invoices, shipping papers, packages and correspondence.
 (2) Mail invoices to the "bill to" address.
 (3) All duty and/or taxes must be shown separately on invoice where applicable.
 (4) This order is subject to the terms and conditions stated, including non-discrimination in employment, hazardous chemicals and equipment safety standards, that are available for viewing at www.countyofsb.org.
 For Goods the County Code Section 2-96 requires: If complaint is made that seller is engaging in discriminatory employment practices made unlawful by applicable state and federal laws, rules or regulations, and the State Fair Employment Practice Commission or the Federal Equal Employment Opportunities Commission determines that such unlawful discrimination exists, then the County of Santa Barbara may forthwith terminate this order.

C. Amber Foschaar

COUNTY OF SANTA BARBARA

This order is being tracked by:



Supplier



Public Project Contracts Specifications and General Conditions

THESE TERMS & CONDITIONS apply to the Contract established between the County of Santa Barbara, a political subdivision of the State of California (“we/us/our/County”) by its Purchasing Division (“Purchasing”), and the individual or entity identified as “Vendor” on the Contract form to which this document is attached (“you/you/Contractor”), including your agents, employees or sub-contractors. **Your signature means you have read and accepted these terms and conditions.**

SPECIFICATIONS

The Contractor shall furnish all tools, equipment, apparatus, labor, materials, workmanship, transportation, and services necessary to perform and complete the job at the designated location in a good and workmanlike manner, in accordance with the attached contract specifications.

1. **EXAMINATION OF SITE.** The Contractor shall have examined the site of work and shall be responsible for having acquired full knowledge of the job and of all problems affecting it. No variations or allowance from the Contract sum will be made because of lack of such examination.
2. **RESPONSIBILITIES OF THE CONTRACTOR.** It shall be the responsibility of the Contractor to establish knowledge of the general area and the specific site to familiarize her/himself with the access and egress, construction or building difficulties and method of delivery and installation, all of which could affect Contractor’s ability to perform the work. It shall be the responsibility of the Contractor to cope with all these eventualities.
3. **PROTECTION OF PROPERTY.** The Contractor shall take all needed precautions to protect the property both real and personal of the County and private individuals and shall safeguard the passing public from harm and from any eventualities arising during the course of the work. The Contractor shall make certain that these safeguards are used both during and after the hours of work.
4. **WORKMANSHIP.** All work shall be performed in a neat and professional manner using the best recognized practices of the particular trade involved and shall be accomplished by mechanics and workers skilled and trained to properly complete the work required. The work shall proceed vigorously to completion once it is started. Time is of the essence.
5. **COSTS.** The Contract price is to include all materials and all labor and shall cover all costs of the use of the usual machinery and tools required in the work and shall include all of the Contractor's profits, supervision, and other expenses. This amount shall include all of the Contractor's costs of insurance for property damage and public liability protection, social security benefits, unemployment insurance for workers, and any other benefits, costs, or charges required to be forwarded by the Contractor.
6. **PAYMENTS NOT ACCEPTANCE.** No certificate given or payments made under this Contract, except the final payment, shall be evidence of the performance of this Contract, either wholly or in part, against any claim upon the Contractor. Final payment for the work performed under this Contract shall not be made until the lapse of thirty (30) days after the Notice of Completion of said work has been filed for record and no payment shall be construed to be acceptance of any defective work or improper materials. The Contractor agrees that the payment for final quantities due under this Contract and the payment of undisputed contract amounts due for any work in accordance with any amendments of this Contract, shall release the County of Santa Barbara from any and all claims or liabilities on account of work performed under this Contract or any amendments thereof related to those amounts.

7. **EXCAVATIONS.** Before any pavement resurfacing, displacement or excavation of the ground that may be required by any performance under this Agreement, the Contractor shall obtain an inquiry identification number by calling Underground Service Alert (USA) 1 (800) 422-4133 or 1 (800) 227-2600 or by such other means as may be required; shall conform to all requirements of Government Code Sections 4215 through 4217 regarding any such pavement resurfacing, displacement or excavation, including the payment of any fees required; and shall facilitate performance by the County of any obligation required of the County under said Sections. There shall be no performance under this Contract by either party unless and until the provisions of such Sections are complied with and the County Representative is notified regarding the compliance.

8. **RIGHT TO AUDIT.** The Contractor shall keep such business records pursuant to this Contract as would be kept by a reasonably prudent practitioner of the Contractor's profession and shall maintain such records for at least four (4) years following the termination of this Contract. All accounting records shall be kept in accordance with generally accepted accounting principles. The County shall have the right to audit and review all such documents and records at any time during the Contractor's regular business hours or upon reasonable notice. In addition, if this Contract exceeds ten thousand dollars (\$10,000.00), the Contractor's records shall be subject to the examination and audit of the California State Auditor, at the request of the County or as part of any audit of the County, for a period of three (3) years after final payment under the Contract (Cal. Govt. Code Section 8546.7). The Contractor shall participate in any audits and reviews, whether by the County or the State, at no charge to the County.

9. **COMPLIANCE WITH LAW, AMENDMENTS.** The Contractor shall keep fully informed of all laws, ordinances and regulations which do or may affect the conduct of the work, the materials used therein or persons engaged or employed thereon and all such orders of bodies and tribunals having any jurisdiction over same. If it be found that the Special Provisions or Standard Specifications for the work conflict with any such law, ordinance or regulation, the Contractor shall immediately report same to the County Representative in writing. The Contractor shall at all times observe and comply with and shall cause all agents and employees to observe and comply with all such laws, ordinances, regulations or decrees as the same now exists or may be hereafter amended and all superseding provisions thereof. The Contractor acknowledges, particularly, the provisions of Sections 9364 and Sections 9550 and 9560, inclusive, of the Civil Code of California.

GENERAL CONDITIONS

1. **INSURANCE AND INDEMNIFICATION.** Contractor agrees to the indemnification and insurance provisions as set forth in Exhibit X attached hereto and incorporated herein by reference.

2. **BONDS.** For contracts of more than \$25,000.00, the Contractor will furnish a payment bond of 100% of the Contract price as a condition to execution of the contract, and prior to any performance hereunder. For contracts of \$10,000.00 or more, the County may require the Contractor to furnish the following bonds as a condition to execution of the contract and prior to any performance hereunder:

- a) Payment Bond of 100% of the Contract price; and
- b) Faithful Performance Bond for 100% of the Contract price.

3. **HOURS OF WORK.** Eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and it is expressly stipulated that no worker employed at any time for the Contract, or by any sub-contractor under this Contract, upon the work, shall be required or permitted to work thereon more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except as provided in Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, all the provisions whereof are deemed to be incorporated herein as if fully set out; and it is further expressly stipulated that for each and every violation for said last named stipulation, said Contractor shall forfeit, as a penalty to the County, Twenty-five Dollars (\$25.00) for each worker employed the Contractor in the execution of this contract; or by any sub-

contractor under this Contract, for each calendar day during which said worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of said section of the Labor Code.

4. **PREVAILING WAGE RATES.** Contractor shall comply with the California Labor Code, including but not limited to the payment of prevailing wages when required. The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are on file at the office of the County Architect, 1105 Santa Barbara Street, Santa Barbara, CA 93101. Copies of these general prevailing wage rates shall be made available to any interested party on request. Changes, if any to the general prevailing wage rates will be available at the same location. The prevailing wage rates are also available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/dlsr/pwd>. The Contractor shall post applicable prevailing wage rates at each job site.

5. **NON-DISCRIMINATION IN EMPLOYMENT.** Federal and State Laws prohibit discrimination in employment.

The California Fair Employment and Housing Act (Government Code Title 2, Division 3, Part 2.8) prohibits discrimination in employment on the basis of race, religious creed, color, sex, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, age, sexual orientation, national origin, ancestry, or military and veteran status and applies to all employers, employment agencies and labor organizations.

Title VII of the Federal 1964 Civil Rights Act (42 U.S.C. Section 1000c-2000c-17) prohibits employment or discrimination on the basis of race, color, sex, religion, or national origin, and applies to all employers that employ at least 15 workers during each working day in each of 20 or more calendar weeks in the current or preceding calendar year.

In accordance with Chapter 2, Article XIII of the County of Santa Barbara County Code, the County of Santa Barbara reserves the right to terminate forthwith each and every written contract and agreement (except purchase orders) respecting real property, goods and/or services entered into by the County of Santa Barbara including but not limited to concessions, franchises, construction agreements, leases, whether now in effect or hereinafter made if the county finds that the Contractor is discriminating or has discriminated against any person in violation of any applicable state or federal laws, rules or regulations which may now or hereafter specifically prohibit such discrimination on such grounds as race, religion, sex, color, national origin, physical or mental disability, Vietnam era veteran/disabled, age, medical condition, marital status, ancestry, sexual orientation, or other legally protected status.

6. **TERMINATION OF CONTRACT.** The County of Santa Barbara Purchasing Agent may, by giving ten (10) days written notice to the vendor, terminate the contract, prior to the designated ending date, FOR DUE CAUSE. Due cause for termination of contract shall be, but not limited to, the best interest of the County, failure of the product to meet specifications, and/or for reasons of unsatisfactory service.

The County may, upon giving thirty (30) days written notice to the Contractor, terminate the contract without cause. Upon such termination, County shall be liable to Contractor only for any costs expended up to the date of the termination.

7. **WORKERS' COMPENSATION INSURANCE.** Contractor certifies as to knowledge of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code. Contractor will comply with such provisions before commencing the performance of the work of this Contract.

8. **INDEPENDENT CONTRACTOR.** It is mutually understood and agreed that Contractor (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to County and not as an officer, agent, servant, employee, joint venturer, partner, or associate of County. Furthermore, County shall have no right to control, supervise, or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions hereof. Contractor understands and acknowledges that it shall not be entitled to any of the benefits of a County employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits.

9. **DEBARMENT AND SUSPENSION.** Contractor certifies to County that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. Contractor certifies that it shall not contract with a subcontractor that is so debarred or suspended.

10. **ENTIRE AGREEMENT.** This Contract constitutes the final, complete, and exclusive statement of the agreement between the County and Contractor and supersedes all prior and contemporaneous understandings or agreements of the parties, including, notwithstanding anything to the contrary, any conflicting provisions introduced by documents provided by Contractor.

1. ANCILLARY REQUIREMENTS

1.1. **CONTRACTOR'S LICENSE** – You must be licensed to perform such work in accordance with local, state and federal laws.

1.2. **APPLICABLE TERMS & CONDITIONS** - Public Project Contracts Specifications and General Conditions attached.

Required Bonding: Per California Civil Code Section 9550, a payment bond is required for a public works contract involving an expenditure in excess of twenty-five thousand dollars (\$25,000).

1.3. **PROTECTION OF PROPERTY** - You must take all needed precautions to protect the property both real and personal of the county and private individuals and must safeguard the passing public from harm and from any eventualities arising during the course of the work. You must make certain that these safeguards are used both during and after the hours of work.

1.4. **DAMAGE** – You are required to repair or replace all damaged areas as they happen and/or occur. Agriculture access roads and private driveways shall, at minimum, be restored to their existing conditions. Any impacts to drainage contours shall be corrected. Erosion and sediment control measures shall be in place throughout the duration of work, with any impacts corrected and restored immediately.

1.5. **WORKMANSHIP** - The standards of workmanship shall conform to your governing contractor's license board and related laws & regulations. All work shall be performed in a neat and workmanlike manner, using the best recognized practices of the particular trade involved and shall be accomplished by workman skilled and trained to properly complete the work required. The work shall proceed vigorously to completion once it is started. You shall work on the job each consecutive working day, until completed, unless otherwise directed by us.

1.6. **TIMING** – All work must be completed by Oct 1, 2021.

1.7. Department of Industrial Relations Compliance:

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015 unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purpose only under Labor Code Section 1771.1 a),

No Contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1727.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

1.8. **MEANINGFUL CONSEQUENCES** - In lieu of our terminating the contract as may be provided elsewhere in the Invitation, we may at our sole discretion invite you to negotiate with us to establish alternative or additional consequences, beyond any specified herein, for failure to fulfill any requirement of this Bid. By submitting a Reply, you agree to engage in such negotiations, if invited, in good faith. Any agreed consequences must be significant enough to 1) incent your future compliance and 2) mitigate satisfactorily for us for any loss or inconvenience occasioned by your failure. The consequences would be reasonable, fitting to the breach, and mutually established prior to being invoked.

1.9. **"NO SURPRISES"** - You will implement no changes to prices, or interpretations of contract terms, without the express, advance concurrence and consent of the Purchasing Manager.

2. PRIMARY SPECIFICATIONS

2.1. **SCOPE.** IN THE UPPER SECTION OF TORO CANYON IN MONTECITO, CA, A HORIZONTAL WELL WAS INSTALLED IN THE LATE 1800S. INITIALLY INTENDED FOR OIL PRODUCTION, THE WELL PRODUCED MORE WATER THAN OIL AND WAS EVENTUALLY ABANDONED. IN 1998, THE US EPA INSTALLED AN OIL/WATER SEPARATOR TO REPLACE THE PRE-EXISTING SEPARATOR SYSTEM THAT HAD FAILED AND CAUSED OIL DISCHARGES TO TORO CREEK. THIS CURRENT SYSTEM CAPTURES THE ARTESIAN FLOW OF OIL AND WATER, SEPARATES THE OIL FROM THE WATER, DISCHARGES CLEAN WATER INTO TORO CANYON CREEK, AND DELIVERS THE REMAINING OIL THROUGH A BURIED PIPELINE TO AN UNDERGROUND STORAGE TANK LOCATED BELOW.

THE AREA WAS IMPACTED BY THE THOMAS FIRE AND SUBSEQUENT DEBRIS FLOWS IN JANUARY 2018. A SHORT SECTION OF PIPELINE WHICH RUNS ABOVE-GROUND WAS EXPOSED DIRECTLY TO THE FIRE AND THE PIPELINE WAS PARTIALLY MELTED. IN AUGUST 2020, LEAKING OIL FROM OTHE PIPELINE WAS DISCOVERED AT THE GROUND SURFACE AS A RESULT OF THE FIRE DAMAGE.

THE PROJECT ENTAILS REPLACING THIS HEAT-DAMAGED SECTION OF PIPELINE.

THE PIPELINE REPLACEMENT SECTION IS APPROXIMATELY 120 FEET IN LENGTH. THIS SECTION OF PIPELINE IS PROTECTED WITHIN A 16-INCH CORRUGATED METAL PIPE (CMP) WHICH WILL REMAIN IN PLACE. THE PIPELINE ABOVE THIS SECTION IS BURIED BELOW-GRADE, PRESUMED TO BE UNDAMAGED FROM THE FIRE, AND WILL REMAIN IN PLACE.

THE WORK SHALL INCLUDE ALL LABOR, MATERIALS, EQUIPMENT, CREEK PROTECTION, MOBILIZATION/DEMobilIZATION, AND DISPOSAL OF OIL-CONTAMINATED SOILS ENCOUNTERED WITHIN THE WORK AREA.

3. ADDITIONAL SPECIFICATIONS

3.1. Contractor will manage and control ongoing oil flows of 10-15 gallons per day throughout the project.

Where the new pipeline will be connected to the existing product line, and where the new pipeline and drain will be connected into the underground storage tank, these two new points of connection shall be inspected prior to backfill by County inspectors.

Oil-contaminated soil excavated during the course of pipeline installation will be hauled offsite and disposed in a designated facility. Clean fill will be compacted and stabilized to support the adjacent underground storage tank and slopes.

During periods of high fire danger, contractor will avoid activities that could result in a brushfire.

Toro Creek is located immediately adjacent to and downslope of the work site. Contractor will prepare a Water Pollution Control Plan to protect Toro Creek from all material discharge and construction-related activities following Caltrans 2018 Standard Specifications (13-2). Contractor will submit the Water Pollution Control Plan to the County for review and approval prior to initiating construction activity at the work site. Contractor will protect adjacent trees from construction impacts. Prior to forecasted rain, the project site shall be protected with erosion AND sediment control measures to prevent movement of soils or other deleterious material.

Access to project site requires property owner permissions. The County of Santa Barbara is responsible for ensuring daily access to the project work area for the contractor. All gates shall be returned to their original position upon entry (i.e. either open or closed). Contractor shall not obstruct or interfere with traffic movement along the private driveway and along the agriculture road, which shall remain open and accessible on a daily basis. Any changes to the job description that may affect private properties and accessibility must be identified and communicated to County representative. Access to the site is limited between the hours of 7:30 am and 4:00 pm unless otherwise approved by the County representative.

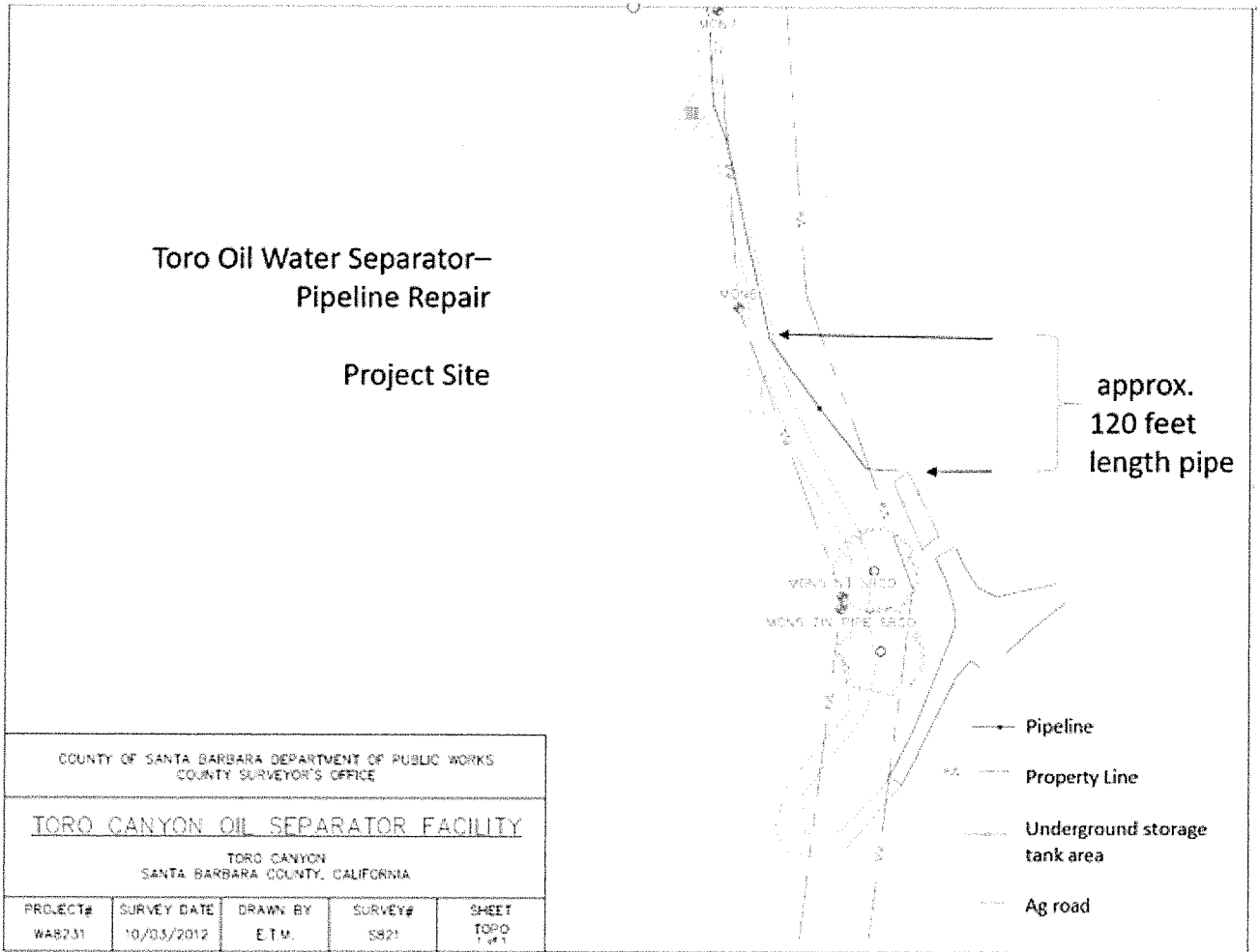
The County of Santa Barbara Project Clean Water shall be named as additionally insured under a special endorsement to the insurance certificate, as defined in Exhibit X of Public Project Contracts Specifications and General Conditions. In addition, because the work area and access points are located on private property, the certificate shall similarly include each property owner as additionally insured under a special endorsement. The names and APNs of all property owners shall be on the special endorsement sheet, which changes the policy.

Final Cleanup - The Contractor must complete all work on a final construction checklist and leave the project worksite in a clean and safe condition. The County of Santa Barbara inspector shall verify that the work has been completed to the extent required and that temporary erosion/sediment control measures are either secured or removed prior to Contractor de-mobilizing from the project site.

If the worksite is not left in a clean and safe condition, the Contractor shall be called back to correct the condition and shall receive no additional compensation for that call back to complete work. If the Contractor fails to clean up the worksite after being called back, the County of Santa Barbara will deduct the full cost of clean-up services from any monies owed to the Contractor.

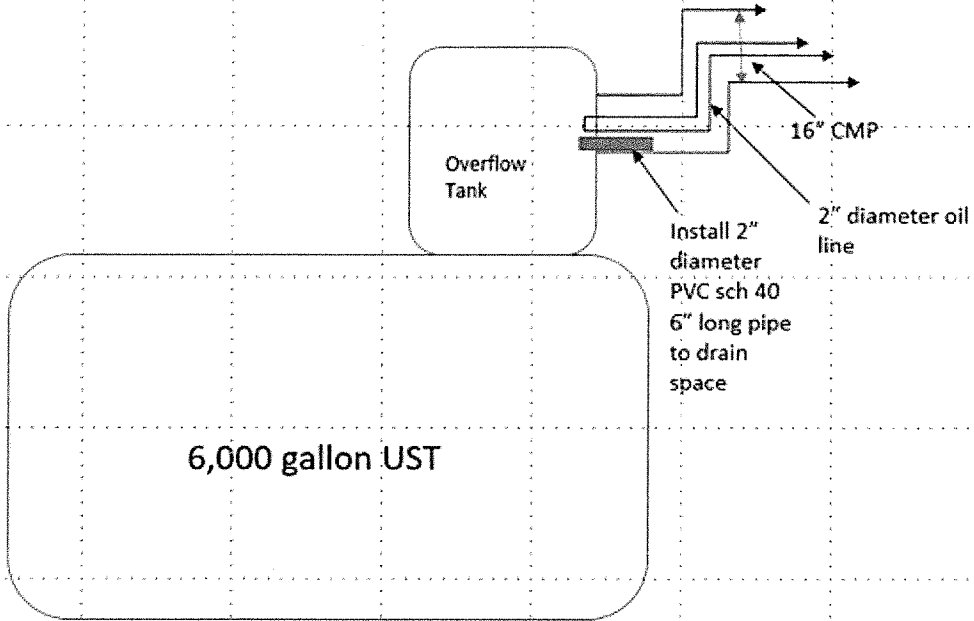
This project is funded by the State Water Resources Control Board. Conditions of the grant agreement between the County and the State of California include the following item applicable to the Contractor:

The County agrees that it will, at all times, comply with and require its CONTRACTORS and SUBCONTRACTORS to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. This includes, but is not limited to, compliance with any applicable requirements contained in directives or orders issued pursuant to Division 7 of the Water Code.



Lower Pipeline Connection

Toro Canyon Oil Recovery System



Fire-damaged and partially melted pipeline within the 16-inch diameter corrugated metal pipe, shown above. The second smaller conduit is a disconnected sensor cable that is not being used and should also be removed as possible.



5/17/2021

Proposal #4101707

Cathleen Garnand
County of Santa Barbara
123 E Anapamu St
Santa Barbara, CA 93101

Reference: RFP 112021 – Toro Canyon Oil Water Separator Repair

Dear Ms. Garnand :

American Integrated Services, Inc. (AIS) appreciates the opportunity to provide County of Santa Barbara with a proposal for RFP 112021 – Toro Canyon Oil Water Separator Repair. Based on the information provided in the RFP and job walk, an estimate of costs is provided below.

Item A Summary of Distinguishing Features

American Integrated Services, Inc. (AIS) is a full-service, minority owned (MBE) environmental services company specializing in environmental construction and remediation, industrial demolition and abatement, waste management and specialty transportation services, industrial cleaning services and 24/7 emergency response. Founded in 1998, with annual revenues exceeding \$130M, AIS is recognized as an industry leader in providing turn-key environmental services, ranking in the top 20 of Engineering News-Record's (ENR) "All Environmental Firms" for three consecutive years.

Item B Company Profile

AIS has six office locations and equipment yards stationed strategically throughout California, including an office and equipment yard in Ventura, CA. AIS employs a staff of over 400 employees including a large field staff consisting of heavy equipment operators and environmental technicians, construction, abatement and demolition specialists, emergency response and confined space trained rescue crews, and hazardous waste certified drivers. Our in-house waste management specialists have extensive experience managing a variety of waste streams including both solid and liquid, non-hazardous, regulated wastes, RCRA hazardous land-banned/incinerator materials and TSCA wastes.

AIS field personnel are trained in accordance with 29 CFR 1910.120. In addition, the majority of our staff are cross trained in areas including confined space, trench/excavation, and asbestos abatement. All certified per OSHA and/or DOSH requirements. Our staff also receives additional specialty training throughout the year.

County of Santa Barbara

5/17/2021

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AIS owns over \$35 million dollars in equipment and assets including excavators, loaders, dozers, backhoes, bob cats, shoring hammers and equipment, scissor lifts, gear trucks, multiple supervisor and support vehicles, hazardous certified transportation vehicles (vacuum trucks, hydrovacs, roll-off trucks, bobtails, ten wheelers, drum trucks, flat beds, end dumps) and over 400 hazardous certified and specialized roll-off bins, emergency response trailers and emergency response vehicles.

AIS also carries all required insurance for performing the complex and demanding services associated with the environmental industry. In addition to standard general liability of \$20,000,000, AIS also carries auto, workers compensation and contractor's pollution liability insurance.

Our highly trained and experienced staff combined with our extensive list of company owned equipment, make it possible for AIS to provide safe, high quality and cost-effective services without reliance on subcontractors or 3rd party assistance.

Bid Forms and Schedules

A breakdown of our pricing is below. Bid forms and schedules found within the RFP are attached.

	Mobilization			2,700.00
1	Excavate at both ends of 16" diameter corrugated metal pipe (CMP)	LS		10,045.00
2	Dispose of oil contaminated soil resulting from excavation	CY	84	36,446.00
3	If possible, remove old, fire damaged pipe and discard	LS	120F	9,068.00
4	Install 2-inch diameter Schedule 80 steel or 2-inch diameter schedule 40 PVC. Connect to the existing product hose above and to the underground storage tank below.	LS	120F	7,900.00
5	Install 2-inch diameter, 6-inch long steel schedule 40 connector pipe to drain residual oil from CMP into tank	LS	6-"	4,200.00
	Demobilization			2,700.00
	TOTAL			73,059.00

Assumptions and Clarifications

- There is flanges or threaded ports on the tank with valves.
- The steel pipeline does not need to be welded.
- The CMP will not be welded to the tank.
- This proposal does not include any tank cleaning.

County of Santa Barbara

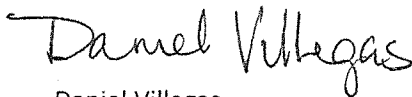
5/17/2021

Page 3

- Any delays not caused by AIS will be billed at the rate of \$250.00 per hour.
- Client will have an authorized agent on site to sign necessary paperwork.
- Drums & bin will stay on site until Analytical is Approved by disposal facility.
- Analytical is required for disposal.
- Pricing reflects non-hazardous sampling results. Hazardous results will result in a price change for disposal.
- AIS will be available to work on site from Monday through Friday, 0700 to 1800.

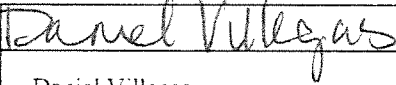
Ms. Garnand, AIS is committed to providing the best possible service to the County of Santa Barbara, and we are confident that we can offer value added services to effectively and efficiently complete this project, should be we awarded. We appreciate the opportunity to submit our proposal and look forward to hearing from you.

Regards,
American Integrated Services, Inc.



Daniel Villegas
Operations Manager

6.1 Bidder Questionnaire Form

Q-1.	Company Name	American Integrated Services, Inc.
Q-2.	Address	1351 Walter Street
Q-3.	City/Zip	Ventura, CA 93003
Q-4.	Phone	805-639-0884
Q-5.	Fax	805-639-0924
Q-6.	Federal Tax ID #	95-43698255
Q-7.	# years in industry	23
Q-8.	Contractor's License Information	License # 757133 Expiration Date 12/31/2022 Type A, B, C10, C21, C22, C42, HAZ
Q-9.	Total Quoted Job Cost (Labor, Materials & Equipment)	\$ 73,059.00
Q-10.	Are you currently registered on the D.I.R website (as is required)?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
If selected for award, I/we agree to furnish the items and/or services specified at the prices and under the conditions indicated.		
	Authorized Signature	
	Printed Name	Daniel Villegas
	Title	Operations Manager
	Direct Phone Number	310-261-8804
	Date Signed	May 14, 2021

6.2 References Form

R-1.	Account Name	County of Ventura
	Address	800 S Victoria Avenue
	City / State / Zip	Ventura, CA 93009
	Contact Person / Title	Jody Howard
	Phone	805-654-3750
	Years Serving this Account	2
Comment	Master agreement for environmental remediation, demolition, abatement and specialty transportation	

R-2.	Account Name	DCOR
	Address	290 Maple Court #290
	City / State / Zip	Ventura, CA 93003
	Contact Person / Title	Jay Rao
	Phone	805-701-6975
	Years Serving this Account	13
Comments	Master agreement for industrial services - confined space rescue, tank cleaning, waste management, transportation and disposal	

R-3.	Account Name	Longitude 123
	Address	570 Poli Street
	City / State / Zip	Ventura, CA 93001
	Contact Person / Title	Scot Anderson
	Phone	805-796-1235
	Years Serving this Account	4 years
Comments	Transite pipe removal, tank/vault cleaning, sampling, waste management	

EXHIBIT X

Indemnification and Insurance Requirements (For Construction Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is caused by the active negligence, sole negligence, or willful misconduct of the COUNTY.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors.

A. Minimum Scope and Limit of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), with limit no less than \$2,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Contractors' Pollution Legal Liability and/or Asbestos Legal Liability:** (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby agrees to waive rights of subrogation which any insurer of CONTRACTOR may acquire from CONTRACTOR by virtue of the payment of any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. This provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. At the option of the COUNTY, either: the CONTRACTOR shall cause the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officers, officials, employees, agents and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the COUNTY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required

insurance policies, including endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.



COUNTY OF SANTA BARBARA

PURCHASING AGENT
 105 EAST ANAPAMU ST. RM. B5
 SANTA BARBARA, CA 93101

ORDER	
DP08076	
Page No. 1 of 2	PO Date JUN/18/2021

REFER INQUIRIES TO BUYER:

AMBER FOSCHAAR
 Phone: (805)568-2693
 Fax: (805)568-2705

SHIP-TO: PW PROJECT CLEAN WATER
 130 E. VICTORIA ST., STE 200
 SANTA BARBARA, CA 93101
 Phone: (805)-568-3438

SUPPLIER: Attn: DANIEL VILLEGAS
 AMERICAN INTEGRATED SERVICES
 1351 WALTER ST
 VENTURA, CA 93003

BILL TO: PW PROJECT CLEAN WATER
 130 E. VICTORIA ST., STE 200
 SANTA BARBARA, CA 93101
 Phone: (805)-568-3438

Phone: (805)-639-0884

TERMS	F.O.B.	SUPPLIER CODE	DELIVERY DATE	REQUESTED BY	REQ. NO.
NET 30	N/A	24333	JUN/30/2022	C. GARNAND	13

LN	QUANTITY	G/L ACCOUNT DESCRIPTION	PRICE/UNIT	EXTENSION
1	1 LOT	3060+054+7460+3800++WA8231	80,365.00 /LOT	80,365.00

PIPELINE REPAIRS, INSTALLATION- PUBLIC PROJECT - EQUIPMENT, MATERIAL & LABOR CONTRACT

GENERAL: Contractor to provide repair services for Toro Canyon Oil Water Separator as per attached Ancillary Requirements, Primary Specifications, Additional Specifications, Proposal #4101707 dated 5/17/2021, and Exhibit X. Contract awarded per RFP # 1102021.

(10% Contingency added to Scope of Work total of \$73,059).

CONTRACT PERIOD: Start date, as directed, July 1, 2021. Termination date, as directed and NO LATER THAN June 30, 2022.

LIMITATIONS: Total expenditure for the period shall not exceed \$80,365.00. Any increase or decrease in this total amount may be authorized only upon written notice from the County Purchasing Manager.

SPECIFICATIONS AND GENERAL CONDITIONS (ver. 2016-04-05) APPLIES.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

PUBLIC PROJECTS NOTE TO CONTRACTOR: No payment will be due or payable unless this contract is properly executed and returned to the County Purchasing Office. Do not commence performance until you have executed this contract and returned it to the County of Santa Barbara Purchasing Division, 105 E. Anapamu St, RM B-5, Santa Barbara, CA 93101. Your signature certifies that the License Number indicated is currently filed with the California State License Board and you are listed on the personnel of this License Number.

Accepted By: (X) 

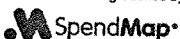
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- (1) The order number and Bill to dept. name shown above must appear on all invoices, shipping papers, packages and correspondence.
 - (2) Mail invoices to the "bill to" address.
 - (3) All duty and/or taxes must be shown separately on invoice where applicable.
 - (4) This order is subject to the terms and conditions stated, including non-discrimination in employment, hazardous chemicals and equipment safety standards, that are available for viewing at www.countyofsb.org.
- For Goods the County Code Section 2-96 requires: If complaint is made that seller is engaging in discriminatory employment practices made unlawful by applicable state and federal laws, rules or regulations, and the State Fair Employment Practice Commission or the Federal Equal Employment Opportunities Commission determines that such unlawful discrimination exists, then the County of Santa Barbara may forthwith terminate this order.

C. Amber Foschaar

COUNTY OF SANTA BARBARA

This order is being tracked by:



Supplier



COUNTY OF SANTA BARBARA

PURCHASING AGENT
 105 EAST ANAPAMU ST. RM. B5
 SANTA BARBARA, CA 93101

ORDER	
DP08076	
Page No. 2 of 2	PO Date JUN/18/2021

REFER INQUIRIES TO BUYER:

AMBER FOSCHAAR
 Phone: (805)568-2693
 Fax: (805)568-2705

SHIP-TO: PW PROJECT CLEAN WATER
 130 E. VICTORIA ST., STE 200
 SANTA BARBARA, CA 93101
 Phone: (805)-568-3438

SUPPLIER: Attn: DANIEL VILLEGAS
 AMERICAN INTEGRATED SERVICES
 1351 WALTER ST
 VENTURA, CA 93003

BILL TO: PW PROJECT CLEAN WATER
 130 E. VICTORIA ST., STE 200
 SANTA BARBARA, CA 93101
 Phone: (805)-568-3438

Phone: (805)-639-0884

TERMS	F.O.B.	SUPPLIER CODE	DELIVERY DATE	REQUESTED BY	REQ. NO.
NET 30	N/A	24333		C. GARNAND	13

LN	QUANTITY	G/L ACCOUNT DESCRIPTION	PRICE/UNIT	EXTENSION
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Print Name/Title: John Georgagi, Vice President Date: 07/06/2021

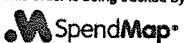
Applicable Contractor License #: 757133

Tax 1:	0.00
Tax 2:	0.00
Total:	80,365.00

(1) The order number and Bill to dept. name shown above must appear on all invoices, shipping papers, packages and correspondence.
 (2) Mail invoices to the "bill to" address.
 (3) All duty and/or taxes must be shown separately on invoice where applicable.
 (4) This order is subject to the terms and conditions stated, including non-discrimination in employment, hazardous chemicals and equipment safety standards, that are available for viewing at www.countyofsb.org.
 For Goods the County Code Section 2-96 requires: If complaint is made that seller is engaging in discriminatory employment practices made unlawful by applicable state and federal laws, rules or regulations, and the State Fair Employment Practice Commission or the Federal Equal Employment Opportunities Commission determines that such unlawful discrimination exists, then the County of Santa Barbara may forthwith terminate this order.

C. Amber Foschaar
 COUNTY OF SANTA BARBARA

This order is being tracked by:



Supplier



CHANGE ORDER

Date: 7/23/21
 Order Number: DP08076
 Change Number: 3
 Department Name: PW PROJECT CLEAN WATER
 Customer Number: 054040730081
 Requested By: M. SPENCER/C.GARNAND
 Phone #: 805/ 568-3561

Supplier Name and Address:

ATTN: DANIEL VILLEGAS
 AMERICAN INTEGRATED SERVICES, INC.
 1351 WALTER STREET
 VENTURA, CA 93003
 (805)639-0884
 dvillegas@americanintegrated.com
 zgrijalva@americanintegrated.com
 FIN VEN #118443

Note to Supplier:

This is a change in the order specified, under which you are supplying us with certain goods or services. If the change is not acceptable to you, or you require additional data, please contact the Buyer identified below (or on the original order). No reply is awaited.
 If you do not object to this change in writing prior to taking any further action in fulfilling the order (with all changes), you will be presumed to concur with this change and you will be bound by its terms.

The following change is requested and authorized:

RFP 112021 – Toro Canyon Oil Water Separator Repair – Emergency Repair

Initial repairs of the pipelines have not secured the oil leak, therefore additional work is required at the site to make sure the leak is contained so an increase of the existing PO is required per attached proposal # 4101962.

Change order request: Increase PO by \$4,975
 New PO total is \$85,340.00

Department Input - Does this Change-Order involve Federal Funds (circle one):

No

Yes (Federal Super Circular requirements apply)

Kimberly Ruiz

07/23/2021

C. Amber Foschaar

7/29/2021

Authorized Departmental Signature

Date

Buyer

Date

Kimberly Ruiz

805/568-3421

Amber Foschaar

805/ 568-2693

Printed Name

Phone (7 digit)

Printed Name

Phone (7 digit)

CHANGE ORDER ENCUMBRANCE (This section for County Use Only)

(Refer to FIN Manual for Encumbrance Form Instructions)

Batch ID:

Choose what you want to do:

O	Enter Original Encumbrance
I	Increase Encumbrance
R	Reduce Encumbrance

Posting Date

/ /

Audit Trail #

Document # ENC

Action	Contract/P.O.#	Vendor#	Fund	Dept No	Line Item Account	Amount	Program	Org Unit	Project	Desc ID	
1	I	DP08076	118443	3060	054	7460	4,975	3800		WA8231	A
2											
3											
4											
5											

Total \$0.00

A

B

Form Prepared By

Phone #

Deputy Auditor-Controller

Date



7/22/2021

Proposal #4101962

Maureen Spencer
County of Santa Barbara
130 E. Victoria St., Suite 200
Santa Barbara, CA 93101

Reference: RFP 112021 – Toro Canyon Oil Water Separator Repair – Emergency Repair

Dear Ms. Maureen :

American Integrated Services, Inc. (AIS) appreciates the opportunity to provide County of Santa Barbara with a proposal for RFP 112021 – Toro Canyon Oil Water Separator Repair – Emergency Repair. Scope of work AIS will dig a hole under the leaking end of the Corrugated metal pipe and place a 35-gallon Poly Drum with plastic liner in the ground. All soil removed will be placed in the bin currently on site. A Electric Submersible Pump will then be installed to feed oil to the UST.

Item A Summary of Distinguishing Features

American Integrated Services, Inc. (AIS) is a full-service, minority owned (MBE) environmental services company specializing in environmental construction and remediation, industrial demolition and abatement, waste management and specialty transportation services, industrial cleaning services and 24/7 emergency response. Founded in 1998, with annual revenues exceeding \$130M, AIS is recognized as an industry leader in providing turn-key environmental services, ranking in the top 20 of Engineering News-Record's (ENR) "All Environmental Firms" for three consecutive years.

Item B Company Profile

AIS has six office locations and equipment yards stationed strategically throughout California, including an office and equipment yard in Ventura, CA. AIS employs a staff of over 400 employees including a large field staff consisting of heavy equipment operators and environmental technicians, construction, abatement and demolition specialists, emergency response and confined space trained rescue crews, and hazardous waste certified drivers. Our in-house waste management specialists have extensive experience managing a variety of waste streams including both solid and liquid, non-hazardous, regulated wastes, RCRA hazardous land-banned/incinerator materials and TSCA wastes.

County of Santa Barbara
7/22/2021
Page 2

AIS field personnel are trained in accordance with 29 CFR 1910.120. In addition, the majority of our staff are cross trained in areas including confined space, trench/excavation, and asbestos abatement. All certified per OSHA and/or DOSH requirements. Our staff also receives additional specialty training throughout the year.

AIS owns over \$35 million dollars in equipment and assets including excavators, loaders, dozers, backhoes, bob cats, shoring hammers and equipment, scissor lifts, gear trucks, multiple supervisor and support vehicles, hazardous certified transportation vehicles (vacuum trucks, hydrovacs, roll-off trucks, bobtails, ten wheelers, drum trucks, flat beds, end dumps) and over 400 hazardous certified and specialized roll-off bins, emergency response trailers and emergency response vehicles.

AIS also carries all required insurance for performing the complex and demanding services associated with the environmental industry. In addition to standard general liability of \$20,000,000, AIS also carries auto, workers compensation and contractor's pollution liability insurance.

Our highly trained and experienced staff combined with our extensive list of company owned equipment, make it possible for AIS to provide safe, high quality and cost-effective services without reliance on subcontractors or 3rd party assistance.

Bid Forms and Schedules

A breakdown of our pricing is below.

1	Supervisor and Environmental Technician	HR	8	\$1,880.00
2	Pick-up Truck	DY	1	\$145.00
3	Materials	LS	1	\$2,250.00
4	Pump installation	LS	1	\$700.00
	TOTAL			\$4,975.00

Assumptions and Clarifications

- This proposal is only for the Emergency Containment at the end of the corrugated metal pipeline (CMP)
- AIS is not responsible for servicing the pump once it is installed.
- The Poly drum will have mesh on the top to prevent wildlife from falling in.
- There will be no addition BMP installed slit fence, oil booms, or straw wattle.
- AIS is not responsible for any other repairs to any piping.
- This proposal does not cover the cost of removal for the system, backfill, or compaction.
- AIS is not responsible for pumping out the oil water separator or UST.
- Any delays not caused by AIS will be billed at the rate of \$250.00 per hour.
- Client will have an authorized agent on site to sign necessary paperwork.
- All soil removed will be put in the soil bin currently on site.

County of Santa Barbara

7/22/2021

Page 3

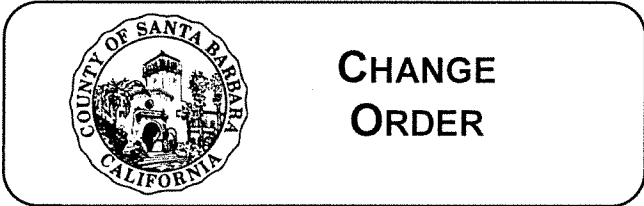
- Electrical outlets on site can produce sufficient power for the pump.
- AIS is not responsible for the removal of more soil or washing of trees, rocks, Etc.
- AIS will be available to work on site from Monday through Friday, 0700 to 1800.

AIS is committed to providing the best possible service to the County of Santa Barbara, and we are confident that we can offer value added services to effectively and efficiently complete this project, should be we awarded. We appreciate the opportunity to submit our proposal and look forward to hearing from you.

Regards,
American Integrated Services, Inc.

Daniel Villegas

Daniel Villegas
Operations Manager



CHANGE ORDER

Date: 8/5/21
 Order Number: DP08076
 Change Number: 4
 Department Name: PW PROJECT CLEAN WATER
 Customer Number: 054040730081
 Requested By: M. SPENCER/C.GARNAND
 Phone #: 805/ 568-3561

Supplier Name and Address:

ATTN: DANIEL VILLEGAS
 AMERICAN INTEGRATED SERVICES, INC.
 1351 WALTER STREET
 VENTURA, CA 93003
 (805)639-0884
 dvillegas@americanintegrated.com
 zgrijalva@americanintegrated.com
 FIN VEN #118443

Note to Supplier:

This is a change in the order specified, under which you are supplying us with certain goods or services. If the change is not acceptable to you, or you require additional data, please contact the Buyer identified below (or on the original order). No reply is awaited.
 If you do not object to this change in writing prior to taking any further action in fulfilling the order (with all changes), you will be presumed to concur with this change and you will be bound by its terms.

The following change is requested and authorized:

RFP 112021 – Toro Canyon Oil Water Separator Repair – Emergency Repair

Initial repairs of the pipelines have not secured the oil leak, therefore additional work is required at the site to make sure the leak is contained so an increase of the existing PO is required per attached proposal # 4102002.

Change order request: Increase PO by \$58,919.00
 New PO total is \$144,258.90

Department Input - Does this Change-Order involve Federal Funds (circle one):

No

Yes (Federal Super Circular requirements apply)

Kimberly Ruiz

08/05/21

C. Amber Foschaar

8/5/2021

Authorized Departmental Signature
 Kimberly Ruiz

Date
 805/568-3421

Buyer

Date

Printed Name

Phone (7 digit)

Amber Foschaar

805/ 568-2693

Printed Name

Phone (7 digit)

CHANGE ORDER ENCUMBRANCE (This section for County Use Only)

(Refer to FIN Manual for Encumbrance Form Instructions)

Batch ID:

Choose what you want to do:

O	Enter Original Encumbrance
I	Increase Encumbrance
R	Reduce Encumbrance

Posting Date

/ /

Audit Trail #

Document # ENC

Action	Contract/P.O.#	Vendor#	Fund	Dept No	Line Item Account	Amount	Program	Org Unit	Project	Desc ID	
1	I	DP08076	118443	3060	054 7460	58,919	3800		WA8231	A	
2											
3											
4											
5											
Total						\$0.00					

A
B

Form Prepared By

Phone #

Deputy Auditor-Controller

Date



8/4/2021

Proposal #4102002

Maureen Spencer
County of Santa Barbara
123 E Anapamu St
Santa Barbara, CA 93101

Reference: Toro Canyon Creek oil spill cleanup.

Dear Ms. Spencer :

American Integrated Services, Inc. (AIS) appreciates the opportunity to provide County of Santa Barbara with a proposal for Toro Canyon Creek oil spill cleanup.. Based on the information provided in job walk, an estimate of costs is provided below.

Item A Summary of Distinguishing Features

American Integrated Services, Inc. (AIS) is a full-service, minority owned (MBE) environmental services company specializing in environmental construction and remediation, industrial demolition and abatement, waste management and specialty transportation services, industrial cleaning services and 24/7 emergency response. Founded in 1998, with annual revenues exceeding \$130M, AIS is recognized as an industry leader in providing turn-key environmental services, ranking in the top 20 of Engineering News-Record's (ENR) "All Environmental Firms" for three consecutive years.

Item B Company Profile

AIS has six office locations and equipment yards stationed strategically throughout California, including an office and equipment yard in Ventura, CA. AIS employs a staff of over 400 employees including a large field staff consisting of heavy equipment operators and environmental technicians, construction, abatement and demolition specialists, emergency response and confined space trained rescue crews, and hazardous waste certified drivers. Our in-house waste management specialists have extensive experience managing a variety of waste streams including both solid and liquid, non-hazardous, regulated wastes, RCRA hazardous land-banned/incinerator materials and TSCA wastes.

AIS field personnel are trained in accordance with 29 CFR 1910.120. In addition, the majority of our staff are cross trained in areas including confined space, trench/excavation, and asbestos abatement. All certified per OSHA and/or DOSH requirements. Our staff also receives additional specialty training throughout the year.

County of Santa Barbara

8/4/2021

Page 2

AIS owns over \$35 million dollars in equipment and assets including excavators, loaders, dozers, backhoes, bob cats, shoring hammers and equipment, scissor lifts, gear trucks, multiple supervisor and support vehicles, hazardous certified transportation vehicles (vacuum trucks, hydrovacs, roll-off trucks, bobtails, ten wheelers, drum trucks, flat beds, end dumps) and over 400 hazardous certified and specialized roll-off bins, emergency response trailers and emergency response vehicles.

AIS also carries all required insurance for performing the complex and demanding services associated with the environmental industry. In addition to standard general liability of \$20,000,000, AIS also carries auto, workers compensation and contractor's pollution liability insurance.

Our highly trained and experienced staff combined with our extensive list of company owned equipment, make it possible for AIS to provide safe, high quality and cost-effective services without reliance on subcontractors or 3rd party assistance.

Scope of Work

Scope of work consist of cleaning an unknown number of gallons of oil that spill into Toro Canyon creek. Traces of oil are visible a good 300-yards downstream onto the creek, this created various pools of saturated oil, which also impacted vegetation, sediment and rocks. AIS will start at assumed point of spill then work our way down stream. Cleanup will be in completed in sections of 20 to 30 yards apart utilizing absorbent booms to separate each section. AIS will remove soil and vegetation impacted by oil utilizing hand tools and placing waste into bags. We will segregate into three different waste streams;

1. Oily water
2. Absorbent boom/oily debris/PPE
3. Oil impacted Vegetation/ Soil.

We will then use hot water from a pressure washer to separate oil from rocks, and to push oil that sits on top of water making it easy to scheme oil with 70bbl Vacuum truck. AIS will repeat procedure on each segregated section. AIS will then transport all waste into proper disposable facilities. All waste will be profile by AIS and approved by COSB before leaving job site.

County of Santa Barbara
8/4/2021
Page 3

Pricing

Description	OUN	Qty.	Unit Price	Total
Mobilization/ Demobilization	Each	2	2,080.00	4,160.00
20 CY Roll off Bin Delivery	Each	1	1,146.00	1,146.00
Transportation & Disposal of all 3 waste streams.	loads	LS	24,848.00	24,848.00
Labor, equipment and materials.	LS	1	28,765.00	28,765.00
			TOTAL	\$58,919.00

Assumptions and Clarifications

- This proposal does not include any tank cleaning.
- Any delays not caused by AIS will be billed at the rate of \$250.00 per hour.
- Client will have an authorized agent on site to sign necessary paperwork.
- Drums & bin will stay on site until Analytical is Approved by disposal facility.
- Analytical is required for disposal.
- Pricing reflects non-hazardous sampling results for oily water. Hazardous results will result in a price change for disposal.
- AIS will be available to work on site from Monday through Friday, 0700 to 1800.

County of Santa Barbara
8/4/2021
Page 4

AIS appreciates the opportunity to submit this proposal. For your convenience, this proposal is presented in a form that can be accepted as an agreement. To accept this proposal, please sign below and return a copy to me via email at DVillegas@americanintegrated.com. Should you have any questions or need additional information, please contact me directly at 310-261-8804.

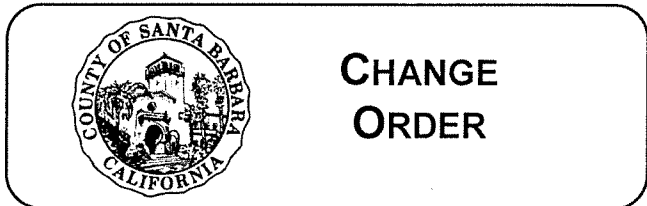
Best Regards,
American Integrated Services, Inc.

Daniel Villegas
Daniel Villegas
Operations Manager

Please sign and date below and return via e-mail to my attention at
dvillegas@americanintegrated.com .
Upon receipt of authorization to proceed we will schedule this work immediately.

Print Name: _____

Signature: _____ Date: _____



CHANGE ORDER

Date: 8/6/21
 Order Number: DP08076
 Change Number: 5
 Department Name: PW PROJECT CLEAN WATER
 Customer Number: 054040730081
 Requested By: M. SPENCER/C.GARNAND
 Phone #: 805/ 568-3561

Supplier Name and Address:

ATTN: DANIEL VILLEGAS
 AMERICAN INTEGRATED SERVICES, INC.
 1351 WALTER STREET
 VENTURA, CA 93003
 (805)639-0884
 dvillegas@americanintegrated.com
 zgrijalva@americanintegrated.com
 FIN VEN #118443

Note to Supplier:
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 If you do not object to this change in writing prior to taking any further action in fulfilling the order (with all changes), you will be presumed to concur with this change and you will be bound by its terms.

The following change is requested and authorized:

RFP 112021 – Toro Canyon Oil Water Separator Repair – Emergency Repair
 Initial repairs of the pipelines have not secured the oil leak, therefore additional work is required at the site to make sure the leak is contained so an increase of the existing PO is required per attached proposal # 4102001.

Change order request: Increase PO by \$53,094.00
 Scope of work is listed as \$60,399.40, but we are deducting the 10% contingency of \$7,305.90 which was reserved during the PO creation.
New PO total is \$197,352.90

Department Input - Does this Change-Order involve Federal Funds (circle one):

No

Yes (Federal Super Circular requirements apply)

Kimberly Ruiz
 Authorized Departmental Signature
 Kimberly Ruiz
 Printed Name

08/06/21
 Date
 805/568-3421
 Phone (7 digit)

Rafael Reyez
 Buyer
 Rafael Reyez
 Printed Name

08/09/2021
 Date
 805/568-2692
 Phone (7 digit)

CHANGE ORDER ENCUMBRANCE (This section for County Use Only)
 (Refer to FIN Manual for Encumbrance Form Instructions)

Batch ID:

Choose what you want to do:

O	Enter Original Encumbrance
I	Increase Encumbrance
R	Reduce Encumbrance

Posting Date

/ /

Audit Trail #

Document # ENC

Action	Contract/P.O.#	Vendor#	Fund	Dept No	Line Item Account	Amount	Program	Org Unit	Project	Desc ID
I	DP08076	118443	3060	054	7460	53,094	3800		WA8231	A
Total						\$0.00				

A
B

Form Prepared By

Phone #

Deputy Auditor-Controller

Date



8/4/2021

Proposal #4102001

Maureen Spencer
County of Santa Barbara
123 E Anapamu St
Santa Barbara, CA 93101

Reference: Toro Canyon Oil Water Separator Repair – Change Order (CMP) removal and HDPE Pipe installation.

Dear Ms. Spencer :

American Integrated Services, Inc. (AIS) appreciates the opportunity to provide County of Santa Barbara with a proposal for Toro Canyon Oil Water Separator Repair – Change Order (CMP) removal and HDPE Pipe installation.. Based on the information provided job walk, an estimate of costs is provided below.

Item A Summary of Distinguishing Features

American Integrated Services, Inc. (AIS) is a full-service, minority owned (MBE) environmental services company specializing in environmental construction and remediation, industrial demolition and abatement, waste management and specialty transportation services, industrial cleaning services and 24/7 emergency response. Founded in 1998, with annual revenues exceeding \$130M, AIS is recognized as an industry leader in providing turn-key environmental services, ranking in the top 20 of Engineering News-Record's (ENR) "All Environmental Firms" for three consecutive years.

Item B Company Profile

AIS has six office locations and equipment yards stationed strategically throughout California, including an office and equipment yard in Ventura, CA. AIS employs a staff of over 400 employees including a large field staff consisting of heavy equipment operators and environmental technicians, construction, abatement and demolition specialists, emergency response and confined space trained rescue crews, and hazardous waste certified drivers. Our in-house waste management specialists have extensive experience managing a variety of waste streams including both solid and liquid, non-hazardous, regulated wastes, RCRA hazardous land-banned/incinerator materials and TSCA wastes.

County of Santa Barbara

8/4/2021

Page 2

AIS field personnel are trained in accordance with 29 CFR 1910.120. In addition, the majority of our staff are cross trained in areas including confined space, trench/excavation, and asbestos abatement. All certified per OSHA and/or DOSH requirements. Our staff also receives additional specialty training throughout the year.

AIS owns over \$35 million dollars in equipment and assets including excavators, loaders, dozers, backhoes, bob cats, shoring hammers and equipment, scissor lifts, gear trucks, multiple supervisor and support vehicles, hazardous certified transportation vehicles (vacuum trucks, hydrovacs, roll-off trucks, bobtails, ten wheelers, drum trucks, flat beds, end dumps) and over 400 hazardous certified and specialized roll-off bins, emergency response trailers and emergency response vehicles.

AIS also carries all required insurance for performing the complex and demanding services associated with the environmental industry. In addition to standard general liability of \$20,000,000, AIS also carries auto, workers compensation and contractor's pollution liability insurance.

Our highly trained and experienced staff combined with our extensive list of company owned equipment, make it possible for AIS to provide safe, high quality and cost-effective services without reliance on subcontractors or 3rd party assistance.

Scope of Work

Scope of work consist of Removal and disposal of 130 feet of 16" Inch diameter corrugated metal pipe (CMP) Saturated with oily soil and debris. AIS will also replace 130 feet of PVC 4" Diameter pipe, located inside of (CMP). Pipe will be replaced with Vacuum oil hose with cam lock adapters at the end of each section. AIS will then install 130' Feet of HDPE Pipe that will cover Vacuum oil line, each section will be attached by thermal fusion.

Lastly, we will place a cap at the end of HDPE Pipe. Vacuum oil line will continue to run into UST located at the end of HDPE pipe. AIS will also adjust drain line so that oil flowing inside HDPE pipe will be directed back into UST. The function of HDPE Pipe is to capture any oil leaking from Existing CMP.

Assumptions and Clarifications

- This proposal does not include any tank cleaning.
- Any delays not caused by AIS will be billed at the rate of \$250.00 per hour.
- Client will have an authorized agent on site to sign necessary paperwork.
- Drums & bin will stay on site until Analytical is Approved by disposal facility.
- Analytical is required for disposal.
- Pricing reflects non-hazardous sampling results. Hazardous results will result in a price change for disposal.
- AIS will be available to work on site from Monday through Friday, 0700 to 1800.

County of Santa Barbara

8/4/2021

Page 3

Pricing

Description	OUN	Qty.	Unit Price	Total
Mobilization/ Demobilization	Each	2	2,080.00	4,160.00
20 CY Roll off Bin Delivery	Each	1	1,146.00	1,146.00
Cut and removal of 16" diameter corrugated metal pipe (CMP).	LS	130F	14,896.35	14,896.35
Transportation & Disposal of (CMP) and contaminated soil/debris resulting from removing pipe.	loads	1	4,632.00	4,632.00
Install HDPE Pipe attaching each section by thermal fusion.	LS	130F	27,664.65	27,664.65
Install 2-inch diameter Vacuum oil hose with camlock attachments and Connect to the existing product hose above and to the underground storage tank below.	LS	120F	7,900.00	7,900.00
			TOTAL	\$60,399.40

AIS appreciates the opportunity to submit this proposal. For your convenience, this proposal is presented in a form that can be accepted as an agreement. To accept this proposal, please sign below and return a copy to me via email at DVillegas@americanintegrated.com. Should you have any questions or need additional information, please contact me directly at 310-261-8804.

Best Regards,

*American Integrated Services, Inc.**Daniel Villegas*

Daniel Villegas

Operations Manager

Upon receipt of authorization to proceed we will schedule this work immediately.

Print Name: _____

Signature: _____

County of Santa Barbara

8/4/2021

Page 4



8/20/2021

Proposal #4102002

Maureen Spencer
County of Santa Barbara
123 E Anapamu St
Santa Barbara, CA 93101

Reference: Toro Canyon Creek oil cleanup

Dear Ms. Spencer :

American Integrated Services, Inc. (AIS) appreciates the opportunity to provide County of Santa Barbara with the following Change Order to Proposal #4102002 dated 8/4/2021 for Toro Canyon Creek oil cleanup. Based on the information provided in job walk, an estimate of costs is provided below.

Scope of Work for Change Order to Proposal #4102002 -

The initial estimate to remove free oil from the creek was \$58,919.00 and assumed four working days to complete the job. Since that time, new items have been added per direction from California Department of Fish & Wildlife on-scene staff, and additional time has been required due to unforeseen re-oiling, and subsequent cleaning, on sections that were not completely cleaned on the first pass. The new items, additional time, and future work in order to reach final cleanup endpoints has increased the initial scope, as shown below:

New Items

1. Construct 6 weeper dams at each skimming location, as directed by CDFW
2. Separate PPE from absorbent booms/oily debris for a total of four separate waste streams instead of three for disposal (oily water, booms/oily debris/PPE, oil-impacted vegetation/soil)
3. Construct flow by-pass system to prevent upstream clean water from contacting oil-contaminated soils near original leak site, and temporary vacuum of oily-sediment within bear pools
4. Vacuum sediment from the two bear pools
5. Clean two culverts

County of Santa Barbara
8/20/2021
Page 2

6. Provide on-call inspection/removal of oil absorbents for three months (Month 1: weekly, Months 2 and 3, monthly, total of 6)

The original scope assumed four working days to complete the job, Aug 9-12. Work continued Aug 13 and Aug 16-20 for six additional days.

More work is anticipated for the week Aug 23-27 and will be charged at a daily rate as shown below.

As a result of additional working days in creek cleaning, additional solid and liquid waste was produced. Therefore, transportation and disposal costs are increased for eleven additional days.

Upon completing each section, AIS will verify that cleanup endpoints are met and no further work in that section will be required. Sections will be approved by CDFW from the top down, so that the smallest portion at the bottom will be the last section to be approved as clean by CDFW.

Original Scope of Work -

AIS will continue to work our way down stream. AIS will construct a berm or weeper dam to contain oil flushing with pressure washer. Berm or weeper dams will be constructed at each skimming location to aid in oil collection.

AIS will remove oil until the clean/up endpoints that are agreed to by COSB and CDFW are met.

Cleanup will be completed in sections of 20 to 30 yards apart. AIS will remove soil and vegetation impacted by oil utilizing hand tools and placing waste into bags. We will segregate into three different waste streams;

1. Oily water
2. Absorbent boom/oily debris/PPE
3. Oil impacted Vegetation/ Soil.

We will then use hot water from a pressure washer to separate oil from rocks, and to push oil that sits on top of water making it easy to sump oil with 70bbl Vacuum truck. AIS will repeat procedure on each segregated section. AIS will then transport all waste into proper disposable facilities. All waste will be profile by AIS and approved by COSB before leaving job site.

County of Santa Barbara

8/20/2021

Page 3

Pricing

Description	OUN	Qty.	Unit Price	Total
Work completed from August 13-20	LS	1	162,545.00	162,545.00
Work from August 23-27 Daily Rate	Day	5	8,090.00	40,450.00
Inspections	Each	6	1,200.00	7,200.00
			TOTAL	\$210,195.00

As of Monday, 8/23/21 Labor for creek cleaning will be charged at a rate of **\$8,090.00 per day**. Additional days will be verified by County inspectors.

Labor for on call services to inspect and remove oiled absorbents will be charged at a rate of **\$7,000.00 per day**

Assumptions and Clarifications

- This proposal does not include any tank cleaning.
- Any delays not caused by AIS will be billed at the rate of \$250.00 per hour.
- Client will have an authorized agent on site to sign necessary paperwork.
- Drums & bin will stay on site until Analytical is Approved by disposal facility.
- Analytical is required for disposal.
- Pricing reflects non-hazardous sampling results for oily water. Hazardous results will result in a price change for disposal.
- AIS will be available to work on site from Monday through Friday, 0700 to 1800.
- AIS estimates to complete project by 8/27/21
- Effective August 23 – 27 Billing will be based on a Daily Rate above.

County of Santa Barbara
8/20/2021
Page 4

AIS appreciates the opportunity to submit this proposal. For your convenience, this proposal is presented in a form that can be accepted as an agreement. To accept this proposal, please sign below and return a copy to me via email at DVillegas@americanintegrated.com. Should you have any questions or need additional information, please contact me directly at 310-261-8804.

Best Regards,
American Integrated Services, Inc.

Daniel Villegas
Daniel Villegas
Operations Manager

Please sign and date below and return via e-mail to my attention at dvillegas@americanintegrated.com.
Upon receipt of authorization to proceed we will schedule this work immediately.

Print Name: _____

Signature: _____ Date: _____