

Attachment 1

Agreement with Beacon West Consulting

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Beacon West Energy Group, LLC (dba Beacon West Consulting), with an address at 1145 Eugenia Place, Suite 101, Carpinteria, CA 93013 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE

Errin Briggs at phone number 805-568-2047 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Michelle Pasini at phone number 805-766-7484 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY:

Errin Briggs, Supervising Planner
Department of Planning & Development
County of Santa Barbara
123 E. Anapamu St.
Santa Barbara, CA 93101
Email: e.briggs@countyofsb.org

To CONTRACTOR:

Michelle Pasini, President
Beacon West Consulting
1145 Eugenia Place, Suite 101
Carpinteria, CA 93103
Email: michelle.pasini@beacon-west.com

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. **SCOPE OF SERVICES**

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. **TERM**

CONTRACTOR shall commence performance on or around June 1, 2022 and end performance upon completion, but no later than June 30, 2024 unless otherwise directed by COUNTY or unless earlier terminated.

5. **COMPENSATION OF CONTRACTOR**

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Monthly billing for labor and expenses incurred shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above. Final CONTRACTOR invoice of not less than 10% of total contract value, shall be paid following completion of the final inspection by COUNTY and/or the Office of the State Fire Marshal as described in EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. **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. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

7. **STANDARD OF PERFORMANCE**

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. **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.

9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. 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 COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

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

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by 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 COUNTY property, documents, or information without COUNTY's prior written consent.

14. 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. 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 COUNTY or as part of any audit of the 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 COUNTY or the State, at no charge to 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 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 COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

18. NON-ASSIGNMENT

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. TERMINATION

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
 2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term, however COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination.
 3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. 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.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT

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.

26. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. 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 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 COUNTY.

28. 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 of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. 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.

30. 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.

31. 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.

32. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

33. SUBCONTRACTORS

CONTRACTOR is authorized to subcontract with the firms that will perform the work identified in Exhibit A-Contractor's Proposal. CONTRACTOR shall be fully responsible for all services performed by subcontractors. CONTRACTOR shall secure from all subcontractors all rights for COUNTY in this agreement, including audit rights. CONTRACTOR shall ensure subcontractors' compliance with California Labor Code, including but not limited to the payment of prevailing wage when required. CONTRACTOR must notify the COUNTY prior to substituting a subcontractor other than that is designated in Exhibit A., or prior to permitting any subcontract to be assigned or transferred, or to allow a subcontract of more than 0.5% of the work for which no subcontractor was designated in Exhibit A. Violation of this section shall be considered a material breach and subject to the termination provisions contained in Section 19 herein.

34. IMMATERIAL CHANGES

CONTRACTOR and COUNTY agree that immaterial changes to this Agreement such as time frame and mutually agreeable programmatic changes which will not result in a change to the total contract amount or to the scope of the Statement of Work may be authorized by the General Services Director or designee in writing, and will not constitute an amendment to the Agreement.

35. 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 Agreement by either party unless and until the provisions of such Sections are complied with and the County's Authorized Representative is notified regarding the compliance.

36. REGISTRATION.

No contractor or subcontractor that is subject to prevailing wage labor may be listed on a 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 § 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code § 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 § 1725.5; and this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

37. 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.

38. 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 Agreement.

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

COUNTY

By: _____
JOAN HARTMANN, CHAIR
BOARD OF SUPERVISORS

Dated: _____

ATTEST:

MONA MIYASATO,
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy

CONTRACTOR:

Beacon West Energy Group, LLC
1145 Eugenia Place, Suite 101
Carpinteria, CA 93103

DocuSigned by:
By: Chris Peltonen
Authorized Representative
Name: Chris Peltonen
Title: CEO

APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

DocuSigned by:
By: Johanna Hartley
Johanna Hartley
Senior Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY SCHAFFER, CPA, CPFO
AUDITOR-CONTROLLER

DocuSigned by:
By: C. Schaffer
Deputy

APPROVED AS TO FORM:

GREG MILLIGAN, ARM
RISK MANAGER

DocuSigned by:
By: Gregory Milligan
Risk Management

RECOMMENDED FOR APPROVAL:

JANETTE D. PELL, DIRECTOR
GENERAL SERVICES DEPARTMENT

DocuSigned by:
By: Janette D. Pell
Department Head

End of Agreement

EXHIBIT A

STATEMENT OF WORK

The following documents are incorporated by reference and shall constitute the Statement of Work for this contract.

Exhibit A-1, CONTRACTOR'S Proposal, with the add-on included as Options A and B included as part of the approved scope of work.

Exhibit A-2, COUNTY'S Request for Proposal based on Option 1: emptying the line and leaving it "in air", and disconnecting/blinding each end.

Suspension for Convenience. COUNTY may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 365 days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

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Exhibit A-1

CONTRACTOR's Proposal



May 6, 2022

Mr. Errin Briggs, Supervising Planner
 County of Santa Barbara
 Planning & Development
 123 E. Anapamu St.
 Santa Barbara, CA 93101
 Sent via email: e.briggs@countyofsb.org

**Subject: Cost Menu of Options – Formal Abandonment of Decommissioned Venoco Line 96, Rev. 3
 RFQ #819000 Consultant and Engineering Services**

Dear Errin:

Beacon West has prepared a detailed cost estimate for the formal abandonment of the decommissioned Line 96 located between the Ellwood Onshore Facility in Goleta and the Tautrim property on the Gaviota Coast. This estimate includes a menu of options as discussed during our December 2, 2021 call, including removal of crude oil from the tie-in segment to the Plains All American Pipeline. We have assumed prevailing wages will be required for this work scope and we have also added a 15% project contingency for each task item to account for unanticipated issues. We understand that the County does not intend to reuse the pipeline; therefore, we have assumed that the five (5) check valves on the main line will remain in-place.

Task Description	Cost Estimate with 15% Contingency (rounded figures)
N2 Pipeline Purge - EOF to Tautrim Property; Isolate & Blind	\$365,500
De-inventory, N2 Purge, and Blind Off PAAPL Tie-in	\$138,900
Sub-Total	\$504,400
Option A - Decommission In-line Block Valves	\$48,900
Option B - Disconnect Electrical, Remove Drop Boxes & Footings	\$29,100
Total with Options	\$582,400

This time and materials estimate assumes the following:

- County to work with property owners to provide Beacon West and its subcontractors access as needed;
- EQAP monitoring to be covered by the County, including pre- and post- project biological surveys, if required;
- Property owner easement conditions (if any) are not included;
- Revegetation costs are not included;
- Implementation of the same County permit conditions as the de-inventory project, except for the above;
- Project is exempt from CEQA;
- County to secure any permits required for this activity;



- Costs assume transportation and disposal of water in the Los Angeles area; Beacon West is currently investigating alternatives which could save up to ~\$20K.
- Assumes no soil contamination encountered.
- The project is subject to Dept. of Industrial Regulations (DIR) requirements; costs include prevailing wage where applicable.
- County and/or Office of Fire Marshal final inspection to occur during course of work schedule.

A build-up of the base costs plus each option is attached.

We appreciate the opportunity to serve the County on this important project. If you have any questions, please contact me at (805) 766-7484 or michelle.pasini@beacon-west.com.

Sincerely,

A handwritten signature in blue ink that reads "Michelle Pasini".

Michelle Pasini, President
Beacon West Consulting

Attachment: Line 96 Formal Abandonment Cost Estimate, Rev. 3



Line 96 Abandonment Cost Estimate

Nitrogen Purge Line 96 - EOF to Tautrim Property; Isolate & Blind

Task	Description	BW Labor	Third Party Costs	Total Task Estimate
0	Project Mgmt, Client Coord, Plan Review, Safety Review	\$24,860	\$0	\$24,860
1	Field investigation. Perform site visits, all valve stations. Confirm Valves are in open condition. Document all pipeline appurtenances (plugs/tees/vents/CP jumpers/insulating flanges/etc.) Verify condition of valve vaults. Take photographs. Obtain field elevation readings or use digital mapping techniques to confirm elevation profile. Mob fee.	\$28,874	\$0	\$28,874
2	Evaluate the existing pipeline CP system and make recommendations if any additional measures (such as installation of bond jumper wires, removal of interference test stations) are needed.	\$6,560	\$0	\$6,560
3	Coordination with County, CSFM, PAAPL. Provide for clearing and grubbing at Tautrim Site and at all valve vault locations. Incl. preparation of project-specific amendments to Ellwood EAP, OSCP, and Traffic Control Plan.	\$28,794	\$2,750	\$31,544
4	Prepare N2 purge specification, detailed procedures, perform safety review; obtain quote and schedule; receive County approval.	\$7,650	\$0	\$7,650
5	Portable Storage Tank erection and set-up. Set up hoses to tanks; set up porta-potties	\$2,880	\$47,164	\$50,044
6	Nitrogen Injection	\$4,040	\$28,679	\$32,719
7	Air monitoring and Control	\$7,860	\$41,314	\$49,174
8	Liquids Disposal (potential savings here)	\$6,603	\$52,489	\$59,092
9	Tank Cleaning and Demob. Install blinds.	\$4,740	\$22,563	\$27,303
	Subtotal	\$122,861	\$194,959	\$317,820
	Contingency (15%)	\$18,429	\$29,244	\$47,673
	Total	\$141,290	\$224,203	\$365,493

De-inventory, N2 Purge, and Blind Off PAAPL Tie in

Task	Description	BW Labor	Third Party Costs	Total Task Estimate
0	Project Mgmt, Coord with PAAPL, Plan Review, Mitigation, Safety Review	\$20,600	\$1,735	\$22,335
1	Open PAAPL Vault; confined space entry, set up vent riser	\$12,760	\$15,649	\$28,409
2	Set up Vac truck at Tautrim pig receiver manifold	\$8,160	\$14,492	\$22,652
3	Remove oil from pipeline; run foam pig, purge with N2, remove Baker Tanks, Remove LACT/SDV equipment at Tautrim	\$14,400	\$6,496	\$20,896
4	Disposal + Site Clean-up (excl. revegetation)	\$4,620	\$5,618	\$10,238
5	Remove check valve and install blinds	\$7,200	\$5,068	\$12,268
6	Foam pig to wipe pipe internal	\$2,000	\$2,000	\$4,000
	Subtotal	\$69,740	\$51,058	\$120,798
	Project Contingency (15%)	\$10,461	\$7,659	\$18,120
	Total	\$80,201	\$58,717	\$138,918



Add-on Option A - Decommission In-Line Block Valve Vaults

Task	Description	BW Labor	Third Party Costs	Total Task Estimate
1	Remove N2 cylinders from vault; pull off existing covers; pull electrical disconnects; fill with slurry (x 4)	\$5,600	\$33,880	\$39,480
2	Drill hole in bottom of each valve box for water drainage (x 4)		\$3,080	\$3,080
	Subtotal	\$5,600	\$36,960	\$42,560
	Project Contingency (15%)	\$840	\$5,544	\$6,384
	Total	\$6,440	\$42,504	\$48,944

Add-on Option B - Disconnect Electrical, Remove Drop Boxes & Footings (leave power poles)

Task	Description	BW Labor	Third Party Costs	Total Task Estimate
1	Disconnect from transmission line, leave pole energized, remove Myers power drop electrical boxes, crush up and remove pads (assumes no reveg.) (x 4)	\$2,800	\$22,484	\$25,284
	Subtotal	\$2,800	\$22,484	\$25,284
	Project Contingency (15%)	\$420	\$3,373	\$3,793
	Total	\$3,220	\$25,857	\$29,077

Exhibit A-2

COUNTY's Request for Proposal

SANTA BARBARA COUNTY

REQUEST FOR QUALIFICATIONS #819000

DEADLINE FOR SUBMISSION

October 19, 2021 BY 2:00 P.M.

Request for Qualifications for Consultant and Engineering Services for the formal abandonment of decommissioned Venoco Pipeline – Line 96.

INTRODUCTION

Santa Barbara County (County) invites statements of qualifications (SOQs) from environmental consulting and engineering firms interested in providing services for formally abandoning Venoco pipeline – line 96 (aka Line 1306) to the Office of State Fire Marshall (OSFM) specifications by emptying the line of the existing fluids and isolating the line by disconnecting and blinding each terminal end. The County would like to obtain proposals for two separate project options; 1) emptying the line and leaving it “in air”, and disconnecting/blinding each end, and 2) disconnecting and blinding each end only (leaving the existing liquids in the line). The work plan should be consistent with both State and Federal requirements for formal abandonment as detailed in the 5.6.21 letter from OSFM (attachment 1).

BACKGROUND

Venoco Pipeline-Line 96 was decommissioned in September 2017 due to the PAAPL Pipeline rupture in May 2015. The pipeline is 6” in diameter and approximately 9 miles long. Venoco flushed the oil out using water as detailed in the attached Oil Displacement Summary dated 11.29.17. Currently, the pipeline is full of water (approximately 1,800 barrels or 76,800 gallons) with diluted corrosion inhibitor and biocide injected prior to shut in. The pipeline is shut in at both ends, at the inlet just outside the Venoco Ellwood Onshore Facility fence prior to the Pig Launcher (east end) and at the Tautrum Lease Pig Receiver before the tie in to the PAAPL Pipeline (west end).

The pipeline is under the California State Office of the State Fire Marshal’s (OSFM) jurisdiction per agreement with PHMSA (Pipeline Hazardous Material and Safety Administration).

Federal Regulations (and therefore Cal OSFM) do not recognize an “idle” status for hazardous liquid or gas pipelines. The regulations consider pipelines to be either active and fully subject to all relevant parts of the safety regulations or abandoned. These regulations require procedures for abandoning pipeline facilities, including safe disconnection from an operating pipeline system, purging of all combustibles, and sealing abandoned facilities left in place.

OSFM provided a letter to the County of Santa Barbara dated May 6, 2021 requesting that the County formally abandon the line and specified the minimum requirements (see attached). The County maintains that it is not the owner or operator of the pipeline but has expressed its belief that the public interest would be benefited by working with the OSFM towards abandonment of the pipeline.

ENCLOSED DOCUMENTS

The following documents are enclosed with this RFQ in Appendix A:

1. OSFM Abandonment Request Letter 5.6.21
2. Venoco Line 96 Oil Displacement Summary Report, 11.29.17

3. Pipeline Alignment Exhibit
4. Tautrim Terminal Site Plan with Traffic Routes.

SUBMITTAL OF STATEMENT OF QUALIFICATIONS (SOQ)

The County will accept written questions for clarification on RFQ within the Public Purchase website. Questions must be submitted by no later than October 4, 2021 at 5:00PM (PST). The County will publish answers to the questions in an addendum to the RFQ on October 12, 2021. It is the responsibility of each proposer to inquire as to the existence and content of addenda and to acknowledge each as part of their RFQ submission.

In the event that it becomes necessary to revise any part of this RFQ, written addenda will be issued.

Any amendment to this RFQ is valid only if in writing and issued through the Public Purchase website.

Submit Question Instructions:

1. Click on the title of the bid.
2. On the right of the bid page click on [View/Ask Questions] to open a new page that lists all previous questions and answers.
3. Click "Ask a Question," and enter your question here.

SOQ submissions shall include the following:

1. A Table of Contents and page numbers.
2. A statement of work performed on previous projects with similar scope and character, including at least three references with name of organization, contact person, and telephone number.
3. A statement of qualifications and a list of personnel to be assigned to the work, including a resume for each, listing education, experience, and expertise in this type of work.
4. The proposed approach to completing the work listed in the Background Section of this RFQ (above): Proposed Scope of Work, broken down by task;
5. A list of persons or firms to whom any phase of the work may be subcontracted, including a statement of their qualifications and experience, including project management experience on public projects.
6. Any proposed exceptions to the indemnification, insurance, or other terms of the agreement. Please make comments as specific as possible. If no exceptions are noted in the SOQ, the standard terms will be considered acceptable and will not be subject to further negotiation.

Proposers wishing to submit an RFQ must first register on the County of Santa Barbara Public Purchase website at <http://countyofsb.org/gs/purchasing/bids.sbc>. Successful registration will allow proposers to receive updates to the bid process and to upload final proposal packages. Proposers must submit the proposal on the Public Purchase website by 2:00PM (PST) on October 19, 2021. Hard copy submissions will not be accepted). In the interest of fairness to all participants, no extensions or exceptions will be permitted.

Proposers are recommended to register as a Supplier on Public Purchase as soon as possible – it can take 24 to 48 hours for your account to become active.

TIMELINE

- September 23, 2021: RFQ is issued
- October 4, 2021: Questions are due by 5:00 P.M.
- October 12, 2021: Answers to questions are issued and posted on County of Santa Barbara's website
- **October 19, 2021: Submittals due by 2:00 P.M.**
- October 25 – October 28, 2021: County reviews SOQs and invites top firms for interviews if needed
- November 1 – November 5, 2021: County holds interviews if needed
- November 9, 2021 – County issues Notice of Intent to Award
- December 7, 2021: County presents contract to County Board of Supervisors for approval.

SELECTION PROCEDURE

SOQs that do not include all of the information requested cannot be adequately evaluated. Selection will be based on:

1. Thoroughness of responses.
2. Professional qualifications and demonstrated ability to perform the work.
3. Competence, technical ability and related experience.
4. Ability and history of successfully completing contracts of a similar type, meeting projected deadlines and experience with similar work
5. Exceptions to standard terms in the sample agreement.
6. Completeness and quality of proposal.
7. Quality of references.
8. Any other factors the County deems relevant.

County staff will open Proposals following the submittal deadline. The only information that will be made available to the public at that time will be the names of the Proposers submitting Proposals. The contents of all Proposals, or any other medium which discloses any aspect of the Proposal, shall be held in strictest confidence until the County releases a Notice of Intent to Award and any contract negotiations with the selected proposer are complete.

Proposals will be reviewed for responsiveness. A selection committee will then evaluate proposals in accordance with the above criteria. The firm(s) submitting the highest rated proposals may be invited for an interview. Interviews will be conducted solely at County's option. County reserves the right to select the most qualified firm solely on the content of the proposal. If County chooses to conduct interviews, the firm's proposed Project Manager shall represent the firm at the interview. After evaluation of the interviews, the Committee will recommend the firm with the highest overall value, based on evaluation score and interview, for approval by the Board of Supervisors.

The County expects to enter into contract negotiations with the top ranked proposer during which time the County and proposer will resolve any necessary issues that need to be addressed prior to entering into the Agreement for Services (see Appendix B for a sample agreement). Upon successful completion of such negotiations and discussions, the County and the selected consultant shall enter into an Agreement for Services. If, in the sole judgment of the County, these negotiations are not successful, the County reserves the right to enter into negotiations with other proposers, proceeding in the order of their initial ranking.

County reserves the right to make an award without further discussion of the submittal with the submitter. Therefore, the proposal should be submitted initially on the most favorable terms that the firm or individual may propose.

County reserves the right to award a contract to the firm or individual who, in the sole judgment of County, presents the most favorable response to this RFQ pursuant to the evaluation criteria indicated above.

County reserves the right to reject any or all proposals, to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful firm.

In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern. County reserves the right to reject any and all proposals, or to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful firm. County shall be the sole judge of the materiality of any such defect or irregularity.

Failure to comply with any of the requirements contained herein may result in disqualification. It is the responsibility of all Proposers to read ALL sections of this RFQ prior to submitting a response.

A proposal and presentations by the top firms may be required before a final selection is made. A final scope of work and contract price will then be negotiated with the firm selected.

GENERAL TERMS AND CONDITIONS

Protests Procedures: Protests regarding the contract award must be submitted in writing via e-mail to the Chief Procurement Officer, Phung Loman, at ploman@countyofsb.org no later than 5 PM PST of the fifth (5) business Days following the posting of the written notice of Intent to Award to Public Purchase. Public Purchase is a web-based eProcurement service that Santa Barbara County Purchasing partners with to post bid notifications and transmittal of bid solicitations. The award protest must include:

- The name, address, and telephone number of the protester;
- The solicitation title and due date;
- A detailed statement of the legal and/or factual grounds for the protest.

It is the Protestor's responsibility to ensure that the Chief Procurement Officer receives its Protest. The County is not responsible for e-mail transmission failures due to error, file size, or any other factor and encourages Protestors to confirm receipt.

Protestor must also submit, in writing, a copy of the Protest directly to Protested vendor.

All responses and replies must be in writing. If any Protested vendor desires to respond to the Protest, the Response must be submitted in writing via e-mail to the Chief Procurement Officer within five (5) business Days of the date the Protest was first delivered to all Protested vendors

A proposer's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

Throughout the protest review process, the County has no obligation to delay or otherwise postpone an award of a contract. The Chief Procurement Officer shall attempt to resolve the Protest in a fair and equitable manner and shall render a written decision to the Protestor within fifteen (15) business Days. The County reserves the right to extend the deadline for good cause. The decision will be transmitted via e-mail to the Protestor. The decision of the Chief Procurement Officer will be final.

Standard Contract: Upon completion of the evaluation and recommendation for award, the selected Proposer will be required to execute a consultant services agreement, a sample of which is included (County Standard Agreement for Services – Appendix B). Proposers are advised to carefully review the attached contract. Any proposed exceptions, alterations, or amendments shall be specified in your submittal, the nature of which may affect the evaluation of your submittal and the perceived ability to successfully award a contract to your firm/individual.

Independent Contractor: At all times the Consultant shall represent himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself, or his/her employees, to be an employee of County. Therefore, the Consultant shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold County its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorney fees), and damage of any kind related to such matters.

Non-Appropriation: County may terminate any resulting contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the contract was intended.

Non-Collusion: Firms submitting proposals shall warrant that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary Consultant and the associated sub-consultant.

Indemnification and Insurance Requirements: County's standard indemnification and insurance requirements are provided in the County's Standard PSA for AE Services, see Attachment A.

REJECTION OF PROPOSALS

Prospective Proposers interested in being considered must submit a Proposal in compliance with this notice. Failure to comply with any of the requirements contained herein may result in disqualification. It is the responsibility of all Proposers to read ALL sections of this RFQ prior to submitting a response. The County reserves the right to reject any or all Proposals, to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful firm.

The County may reject a Proposal if it is conditional, incomplete, contains irregularities, or reflects inordinately high cost rates. County may waive immaterial and/or minor deviation and/or irregularities in a Proposal. County shall be the sole judge of the materiality of any such defect, deviation, and/or irregularity. Waiver of an immaterial/minor deviation shall in no way modify the RFQ documents or excuse the proposing firm/team from full compliance with the contract requirements if the prospective Proposer is awarded the contract.

VALID OFFER

Proposals shall remain valid for one hundred eighty (180) days from the due date. The County reserves the right to negotiate with the successful Proposer any additional terms or conditions not contained in their proposal which are in the best interest of the County or to otherwise revise the scope of this RFQ.

This RFQ does not constitute a contract or an offer of employment. The cost of preparation of proposals shall be the obligation of the Proposer. All proposals, whether accepted or rejected, shall become the property of the County and will not be returned. Unnecessarily elaborate responses, enclosures and specialized binding are not desired.

COUNTY'S RIGHTS

The County reserves the right to:

1. Request clarification of any submitted information.
2. Waive any irregularity or immaterial deviation in any proposal.
3. Not enter into any agreement.
4. Not select any Proposer.
5. Cancel this process at any time.
6. Amend this process at any time.
7. To award more than one contract if it is in the best interest of the County.
8. Interview Proposers prior to award.
9. To request additional information during an interview.

Waiver of an immaterial deviation shall in no way modify the RFQ documents or excuse the proposing firm/team from full compliance with the contract requirements if the prospective Proposer is awarded the contract.

CONTRACT AWARD

Award shall be recommended to the Proposer whose proposal best meets the needs of the County. The County reserves the right to reject any or all proposals, and to solicit additional proposals if deemed in the best interest of the County to do so. The decision of the County Board of Supervisors shall be final in making such determination.

The successful Proposer will receive written notification of the award, along with instructions for finalizing the agreement documents.

Response and selection of a Proposal will not necessarily result in a contract with the County of Santa Barbara. Proposal opening does not constitute awarding of a contract. Contract award is by action of the Santa Barbara County Board of Supervisors and is not in force until fully executed by that Board.

CONFLICT OF INTEREST

Prospective Proposers warrant and covenant that no official or employee of the County, or any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting agreement, nor that any such person will be employed in the performance of such agreement without immediate divulgence of such fact to the County. Prospective Proposer's Proposal shall contain a statement to the effect that the Proposer is not currently committed to another project that would constitute a conflicting interest with the Project defined in this RFQ.

PUBLIC RECORDS REQUEST

All proposals and materials submitted shall become property of the County and will not be returned. All responses, including the accepted proposal and any subsequent contract, become public records per the requirements of the California Government Code, Sections 6250 - 6270, "California Public Records Act". Proprietary material must be clearly marked as such. Pricing and service elements of the successful proposal are not considered proprietary information. Proposers which indiscriminately identify all or most of their proposal as confidential or proprietary without justification may be deemed unresponsive.

The County will treat all information submitted in a proposal as available for public inspection once the County has selected a Consultant. If you believe that you have a legally justifiable basis under the California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information contained within your proposal, you must identify any such information, together with the legal basis of your claim in your proposal, and present such information separately as part of your response package.

The final determination as to whether the County will assert your claim of confidentiality on your behalf shall be at the sole discretion of the County. If the County makes a determination that your information does not meet the criteria for confidentiality, you will be notified as such. Any information deemed to be non-confidential shall be considered public record.

Upon receipt of a request for disclosure pursuant to the California Public Records Act for information that is set apart and marked as proprietary, County will notify you of the request for disclosure. You shall have sole responsibility for the defense of the proprietary designation of such information. Failure to respond to the notice and enter into an agreement with County providing for the defense of and complete indemnification and reimbursement for all costs incurred by the County in any legal action to compel the disclosure of such information, shall constitute a complete waiver of any rights regarding the information designated proprietary and such information will be disclosed by County pursuant to applicable procedures under the California Public Records Act.

BUSINESS LICENSE REQUIREMENT

It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of Santa Barbara County without possessing a County business license unless exempt under County Code Sec. 22-73. Contact the Tax Collector's Office at 105 East Anapamu St, Santa Barbara, 93101, or phone (805) 568-2920, for further information.

It is not a requirement to possess a County business license at the time of proposal submittal. Successful

Proposers shall be required to possess a County business license to award contract

Disadvantaged Business Enterprise (DBE) Policy

It is the policy of Federally Funded Projects that minority and women-owned business enterprises (hereby referred to as DBEs) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds.

DBE Obligation

The recipient or its subcontractor agrees to ensure that DBEs have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, all recipients or subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Recipients and their subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of federally assisted contracts.

Title VI of the Civil Rights Act of 1964

The contractor agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 USC 2000(d)) and the regulations of the U.S. Department of Transportation issued there under in 49 CFR Part 21.

Equal Employment Opportunity

In connection with the performance of the contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex or national original. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

AMERICANS WITH DISABILITIES ACT (ADA) PROVISIONS

To comply with the nondiscrimination requirements of the Americans with Disabilities Act (ADA), it is the policy of the County to make every effort to ensure that its programs, activities and services are available to all persons, including persons with disabilities. For persons with a disability needing a reasonable modification to participate in the procurement process, or for persons having questions regarding reasonable modifications of the procurement process, you may contact the County representative listed in this RFQ. In order to ensure the proposal is in compliance with federal ADA guidelines, Proposers should review the federal ADA guidelines.

Failure to comply with any of the requirements contained herein may result in disqualification. It is the responsibility of all Proposers to read ALL sections of this RFQ prior to submitting a response.

APPENDIX A – Attachments 1 - 4

Attachment 1 - OSFM Abandonment Request Letter 5.6.21

Attachment 1

OSFM Abandonment Request Letter 5.6.21



DEPARTMENT OF FORESTRY AND FIRE PROTECTION
OFFICE OF THE STATE FIRE MARSHAL
Pipeline Safety Division
3780 Kilroy Airport Way, Suite 500
Long Beach, California 90806
(562) 497-9100
Website: www.fire.ca.gov



CERTIFIED MAIL No: 7018-1830-0000-2422-9027

May 6, 2021

Errin Briggs
Planning & Development
123 East Anapamu Street
Santa Barbara, California 93101

SUBJECT: ABANDONMENT OF VENOCO LINE 1306 – SANTA BARBARA COUNTY

Mr. Briggs,

Thank you for taking the time to meet with the Office of the State Fire Marshal (OSFM) on Wednesday April 28, 2021. As we covered in detail during the meeting our office believes that Santa Barbara County is the current owner/operator of a former Venoco, LLC. (Venoco) pipeline, known as Line 1306.¹ It is our understanding that Santa Barbara County has no intention to operate the pipeline and may disagree with our legal interpretation of ownership of the pipeline.² Regardless of legal interpretation, the OSFM believes we have a mutually agreeable solution to properly decommission Line 1306.

Parties, including cities and counties, that grant easement agreements, franchise agreements, rights of way, and in some cases ordinances, receive financial benefit from pipeline operations in their jurisdictions.³ In some cases, operators, such as Venoco can no longer maintain operations and seek bankruptcy protection to shed unprofitable assets and repay debts. Unfortunately, because Santa Barbara County granted the former operator Venoco the right to operate a pipeline through their jurisdiction, it is responsible for the costs associated with the decommissioning and proper closure of those assets.

Our records indicate that Line 1306 was purged of hazardous liquid using treated water containing biocides and corrosion inhibitor around November of 2017.⁴ However, it

¹ See enclosed map.

² For reference Venoco declared bankruptcy in 2017, bankruptcy case, *City of Beverly Hills v. Venoco, LLC.*, 572 B.R. 105 (2017).

³ Other legally binding documents may tie various jurisdictions to the abandonment and decommissioning of pipelines, while the mere presence of an orphaned pipeline within their jurisdiction may also subject the local jurisdiction to responsibility for pipeline decommissioning and abandonment.

⁴ See enclosed abandonment inspection.

Erin Briggs
May 6, 2021
Page 2

appears that the pipeline may not be blinded or disconnected at either end of the line. The OSFM prefers that abandoned pipelines be filled with inert gas such as nitrogen or a bentonite slurry, but water is an acceptable form of blanketing a pipeline for abandonment. The issue of the blinding of the pipeline must be resolved for official abandonment. With these measures put in place, Line 1306 is positioned to be formally abandoned in compliance with State and Federal laws through the County submitting a letter to the OSFM requesting abandonment. This is a subject that you should discuss with the appropriate officials and legal counsel within the County but our office believes this will resolve the issues associated with pipeline ownership that local jurisdictions are not well suited to manage.

It should be noted that since the pipeline is filled with water it will corrode over time, despite the inclusion of a corrosion inhibitor. This means that eventually the pipeline will fail and a release of water with some oil content will occur. It is uncertain when such a failure will occur, but it is more likely than not that Santa Barbara County will be responsible for cleanup costs at some level. If the County wishes to drain the water and replace the empty pipeline with inert gas or bentonite slurry, our office is willing to offer its assistance in reviewing plans and ensuring compliance with State and Federal law.

It is our sincerest hope and understanding that the unenviable position that Santa Barbara County finds itself in can be resolved through the existing administrative process the OSFM has in place for abandonment of this pipeline. Our office is seeking a response from the County by June 11, 2021 in the form of an official letter stating that they wish to abandon the pipeline. This letter should be signed by someone with the appropriate authority within the County to make this commitment. We understand that in some cases public hearings or meetings may be needed to discuss this course of action and our office is willing to extend the response deadline as needed to achieve our mutual goal of proper decommissioning.

If the County needs additional information or has questions, we are happy to answer them.

Sincerely,



James Hosler
Assistant Deputy Director
Chief of Pipeline Safety and CUPA Programs
Office of the State Fire Marshal

Enclosures: OSFM Pipeline Map of Line 1306
Abandonment Procedure Line 1306

Cc: Josh Cleaver, Staff Counsel
Andy Chau, Supervising Pipeline Safety Engineer

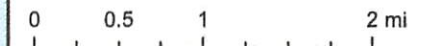
Pipeline Mapping System

April 15, 2021



Jurisdictional Pipeline

— Crude Oil



Please be aware that BY ACCEPTING THIS FILE YOU AGREE TO THE FOLLOWING: I understand that any and all data/information obtained from the Office of the State Fire Marshal's Pipeline Mapping System is sensitive security information and I agree to: restrict disclosure of and access to this data/information to persons with official state and local government responsibility; to not redistribute the data/information; and to refer requests by other persons for such information to the Mapping Coordinator for OSFM. I also agree to maintain a list of those persons that have been provided access to this information.

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

Selected Feature Attributes:

PLINEID: 1306, **OPERATOR:** County of Santa Barbara, **INSP_UNIT:** 0801A, **COMMODITY:** Crude Oil, **TOTAL_MILES:** 9.02, **PLINE_DESC:** L-96 Elwood Onshore Facility to Plains All American Pipeline tie-in w/o Las Flores Canyon, **PIPE_SIZE:** 6, **CATEGORIES:** Pipeline, Pipeline Segment, or Pipeline System, **COMPANY:** County of Santa Barbara, **E_NAME:** Errin Briggs, **E_PHONE:** (805)568-2047, **E_PHONE1:** null, **E_PHONE2:** null, **E_PHONE3:** null

ORIGINAL IN
PIPELINE FILE # 0908

DEPARTMENT OF FORESTRY AND FIRE PROTECTION
OFFICE OF THE STATE FIRE MARSHAL
Pipeline Safety Division

Activity Report #: 20170803CAF1 – Venoco Records and Field Inspection

Inspection Category: Unit (Field)

Inspection Type/Subtype: Standard - Other

Company: Venoco

Bill ID: 830

Inspection Unit(s): 0740A, 740C

Pipeline ID(s): 0908 (L421-1), 0916 (BHL1 - Beverly Hills Liquid), 1086 (Ellwood Transfer – old Line 96), 0909 (Holly Offshore – old Line 96), 1306 (Line 96)

Facility ID(s): _____

Tank ID(s): _____

Dates of Activity: 08/03, 08/04/2017

Inspection Summary:

CAL FIRE – Office of the State Fire Marshal (OSFM) Pipeline Safety Engineer PSE), Chris Fox, met with Venoco Operations personnel, Keith Wenal, Jeff Macdonald, George Ramsay and John DiMizio to verify maintenance activities for the newer Line 96 (OSFM Line ID #1306), old Line 96 (OSFM Line ID # 1086 and #0909). PSE Tom Williams and Supervising Pipeline Safety Engineer, Chuck MacDonald attended as well.

All maintenance activities are being performed including; Cathodic Protection, valve actuation, spill drills, right-of-way inspections (flyover and drive), one-calls notifications and responses, pressure safety valve inspections, chemical treatments, etc. OSFM staff also inspected valve vault #2, the plant valve vault, verified the old Line 96 was disconnected at the plant, the Marine Terminal line was grouted and disconnected, and reviewed cathodic protection readings in the field. Errin Brigs and Pete Cantle from the County of Santa Barbara were present for the Line 96 inspection. OSFM staff provided the County of Santa Barbara a memo and checklist for pipeline abandonment and answered some of their questions.

Activity 20170803CAF1

Description of the Inspection:

The old Line 96 pipeline (OSFM Line ID # 1086 and #0909) has been grouted in place and released by bankruptcy to the City of Goleta and UC Santa Barbara. OSFM PSE's reviewed photographs of a project that removed a section of the old Line 96 pipe. When the pipe was cut, the grout did not harden at a low spot causing grout with small amounts of residual oil (sheen) to discharge out into the excavation.

The Beverly Hills line (OSFM Line ID #0916) is in the City of Los Angeles and Venoco currently maintains ownership. The Beverly Hills Facility and associated wells have been returned to the Beverly Hills School. The Beverly Hills pipeline was flushed with water in June 2017. Maintenance activities have resumed since June 19, 2017, after a one month misunderstanding of ownership. Venoco could not produce a right-of-way inspection record for the month of July 2017. OSFM PSE's did not review operating records, except for the June 2017 flushing and 2014 hydrotest.

The 6-inch Holly Offshore Line (OSFM Line ID #0909) is operating periodically to ship casing fluids the buildup pressure.

New Line 96 (OSFM Line ID #1306) is full of crude oil. Venoco is currently waiting for the County of Santa Barbara permits to flush and or abandon the line.

Records Reviewed:

- Venoco has up to date Operations and Maintenance Manual. Procedures for abandonment of the pipelines are in the manual.
- Farwest CP annual report June 2017 for Holly and Line 96.
- Recent Line 96 CP reads.
- 2017 Valve inspection testing records for line 96
- Holly ROW reports (offshore), Instant off CP records, shift change notes, 2017 TDW smart pig report.
- ROV and OSRO records for the Holly line, line 96 and Beverly hills (Clean Seas and Patriot).
- Last Hydrotest for Beverly Hill line and Procedures and records for flushing the line with water.

Field Inspection:

- Opened the old line 96 valve box to verify the line was physical isolated
- Opened the valve box on the facility to view the pigging connection leaving the facility
- Opened vault box #2 to inspect the valve and vault penetrations – all good.
- 2 pipe to soil Cathodic Protection readings (-1.312 and -1.320 V)

Activity 20170803CAF1

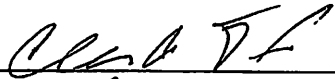
Field Contacts:

- Venoco – Keith Wenal (HSE), Jeff MacDonald (Operations), John DiMizio (Pipeline Technician), George Ramsay (Engineering)
- County of Santa Barbara Planning Department – Errin Griggs and Pete Cattle

Submitted **Chris Fox**

by:

Signature:



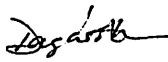
Date:

15 Feb 13

Approved **DOUG ALLEN**

by:

Signature:



Date:

Digitally signed by Doug Allen
DN: cn=Doug Allen, o=Cal Fire -
OSFM, ou=Pipeline Safety,
email=doug.allen@fire.ca.gov,
c=US
Date: 2013.02.15 11:58:57
-0500



DEPARTMENT OF FORESTRY AND FIRE PROTECTION
OFFICE OF THE STATE FIRE MARSHAL
Pipeline Safety Division

Activity Report #: 20171107CAF1 – Venoco Line 96 Oil

Displacement

Inspection Category: Field

Inspection Type/Subtype: Standard - Other

Company: Venoco

Bill ID: 830

Inspection Unit(s): 0740C

Pipeline ID(s): 1306 – Line 96 Ellwood to PAAPL

Facility ID(s): _____

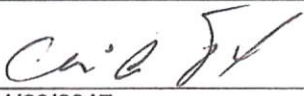
Tank ID(s): _____

Dates of Activity: November 7, 8, 9, 2017

Lead Engineer: Chris Fox


Assisting Engineers: Andy Chau

Submitted **Chris Fox**
by: _____

Signature: 

Date: 11/29/2017

Approved **Doug Allen**
by: _____

Signature: 

Date: _____

Digitally signed by Doug Allen
DN: cn=Doug Allen, o=Cal Fire - OSFM, ou=Pipeline Safety, email=doug.allen@fire.ca.gov, c=US
Date: 2018.01.04 15:16:17 -08'00'

20171107CAF1 – Venoco Line 96 Oil Displacement

Inspection Summary:

Pipeline Safety Engineer, Andy Chau and I inspected the displacement of crude oil from the Venoco Line 96 (OSFM Line ID #1306). The displacement project consisted of using a 30-horsepower centrifugal pump to displace the crude oil from the Venoco Ellwood Plant in Goleta to the Plains All American Pipeline (PAAPL) Line 901 (OSFM Line ID 0015) connection point at the Tautrim Receiver and Metering (Tautrim) Facility near El Capitan Beach.

As the crude oil was displaced, crews injected eight (8) gallons of corrosion inhibitor and four (4) gallons of Biocide in the water per 70-barrel batch using chemical pumps located at the Ellwood Plant. The crude oil being displaced was metered at the leak detection positive displacement meter in the Tautrim Facility. Using vacuum trucks at the Tautrim Facility, the crude oil was then transported to Phillips 66 Refinery in Santa Maria.

Description of the System:

Line 96 is a 6-inch pipeline that transports crude oil 9-miles from the Venoco Ellwood Plant in Goleta to the PAAPL tie-in to Line 901 at the Tautrim Facility. From the Tautrim Facility, Line 96 continues for 100-feet to the PAAPL tie-in to Line 901. Line 96 has an approximate capacity of 1,700 barrels and crosses several wet and dry creeks.

Description of the Inspection:

The displacement project started on Monday, November 6, 2017. Pipeline Safety Engineer, Andy Chau and I met with Venoco representatives, Jerry Jeffreys (Construction Superintendent) and Keith Wenal (HES Manager) at the Venoco Ellwood Plant in Goleta on Tuesday, November 7, 2017. Jay Sheth, Santa Barbara County Contract Engineer, John Storer, Santa Barbara County Environmental Monitor made visits to the site.

A detailed procedure was part of the permit package and was kept on site during the crude oil displacement process. While at the site, we observed two foam pigs placed in the launcher at the Ellwood Plant. Fire water from a tank at the Ellwood Plant was then used to displace the crude oil. Crews used a 30-horsepower centrifugal pump at the Ellwood Plant to push the water at a rate of 2 to 3.5 BPM. The pressure was approximately 325 PSI at the Ellwood Plant and up to 40 PSI at the Tautrim Facility. As the crude oil was displaced, crews injected eight (8) gallons of corrosion inhibitor and four (4) gallons of Biocide in the water per 70-barrel batch using chemical pumps located at the Ellwood Plant. The crude oil and water were measured accurately to 1/10 barrel through the leak detection positive displacement (PD) meter at the Tautrim Facility.

20171107CAF1 – Venoco Line 96 Oil Displacement

Vacuum trucks, with a 70-barrel capacity, connected to the truck inlet at the Tautrim Facility. Between 5 and 12 vacuum trucks per day were loaded. Each load was counted, manifested and documented. Phone communication between the Ellwood Plant and the Tautrim Facility started and stopped the pumping operations as the trucks were loaded. Vapors were contained in the vacuum trucks with a truck mounted carbon system which also measured the inlet and out vapors. The vapor control truck carbon inlet was between 560 ppm to 0-35 ppm on the outlet of the vapor stream. The crude oil was then trucked to Phillips 66 Refinery in Santa Maria and the water was trucked to the Anterra disposal facility in Ventura.

Approximately 1,700 barrels of crude oil was recovered and 1,850 barrels of water was displaced. The crude oil was over displaced by approximately 150 barrels of fresh water and corrosion inhibitor. Both foam pigs were recovered Tautrim Facility pig receiver. Crews captured a sample of water from the Tautrim Facility pig receiver that showed some residual oil/sheen (see attached photo). Venoco did not take an official sample for analysis. The displacement of crude oil from Line 96 concluded on Thursday, November 9, 2017 at approximately 12:00 P.M. (PST) and the equipment and personnel demobilized.

Inspection Findings:

There was no safety incidents, spills or other issues noted during the project. Venoco completed the project a day ahead of schedule as Santa Barbara County allowed them to use more trucks than originally permitted per day. The water sample appeared typical during such operations. Corrosion inhibitor and bactericide were injected 8 and 3 gallons respectively per 70 bbl. load which exceeds that recommended amounts significantly. The line was not blinded or disconnected at either end of the line.

20171107CAF1 – Venoco Line 96 Oil Displacement

Field Contacts:

1. Jerry Jeffreys, Construction Superintendent, Venoco
2. Keith Wenal, HES Manger, Venoco

Appendix:

- A. Photo 1 – Sample water recovered from the Tautrim pig receiver
- B. Venoco Report

Appendix A



Photo 1: Sample of water that was recovered from the Tautrim pig receiver



LINE 96 DEINVENTORY PROJECT SUMMARY

11-27-17

The deinventory project was conducted under an emergency permit issued by the County of Santa Barbara permit # 17EMP-00000-00012 due to the fact that the de-inventory of line-96 is considered an emergency action due to the potential for leakage of stored crude oil within the pipeline. The removal of the oil would bring the site to a condition that could accommodate reasonably foreseeable development and would avoid impacts to health, safety, and welfare of the public and environment.

The basic plan to remove the processed crude oil from the 8.4-mile pipeline was approved by the county of Santa Barbara 10-16-17 with the mobilization of crews and equipment to both the Ellwood Onshore facility and the Tautrim meter station beginning on 11-1-17 which consisted of the following.

- Ellwood facility, Installation of temporary 30HP centrifugal pump and three 550-gallon tote tanks that contained a micro biocide and an oxygen scanner which were plumbed into the discharge side of the pump and connected via HP hose to a 4" connection at the discharge of existing pump P-203 the Primary oil shipping pump along with a temporary water supply hose that would connect to existing E.O.F firewater supply then connected to the inlet side of the 30HP pump. (See attached P&ID)
- Tautrim Meter station, Prior to arrival the site needed to be cleared of brush then the crews located primary and secondary carbon canister trailers and portable restroom.

On the morning of 11-6-17 an onsite pre job safety meeting was conducted with all project related personnel those that attended consisted of members from the following companies Venoco LLC, Baker Hughes, Pacific Petroleum, AECOM, and Beacon West. Which in brief described our operation of using fresh water along with a chemical mixture to push two 6"-5# poly dewatering pigs through the pipeline under pressure from the Ellwood facility to the Tautrim meter station where the displaced oil would be pumped into 70-barrel vacuum trucks.

Although the original plan was to use 120 barrel trucks we quickly determined that the truck size could not negotiate the entrance to the Tautrim facility due to the steepness of the roadway so the decision was made to use the nimbler 70 barrel trucks which ultimately resulted in additional truck loads to complete the expected 1700 barrels of oil along with the additional 100 barrels of infield displacement water.

To
Date
Page 2

Another issue that arose from changing the truck size was the 70 barrel trucks unloaded at a separate location at Phillips 66 which was much faster and increased our turnaround time and cut down on the overall project duration and resulted in the following load rates.

- 11-6-17, 5 trucks loaded for a total transported volume of 283 barrels
- 11-7-17, 11 trucks loaded for a total transported volume of 554 barrels
- 11-8-17, 15 trucks loaded for a total transported volume of 753 barrels
- 11-9-17, 5 trucks loaded for a total transported volume of 251 barrels

With a total of 36 truckloads transporting 1841 barrels of product it's important to know that 33 trucks transported 1691 Barrels of mainly crude oil to the Philips 66 location while 1 truck transported an estimated 50 barrels' emulsion of oil and water to the same location and finally we transported 2 truckloads equal to 100 barrels of a mixture very high in water content to the Antera waste water facility in Oxnard.

All fluid volume readings were taken at the Tautrim meter station Totalizer which was previously used as the official sales meter the reading were as follows.

- Beginning read 2523713.6
- Completion read 2525557.2

With a total meter reading of 1843.6 which is 2.6 barrels off from our overall transported volume which would be .07 barrels avg. over the 36 loads and most likely was a result of resetting the totalizer meter 36 individual times. (See attached photo)

The flow rates varied during the de-inventory from a high of 3.5 BPM to a Low of 1.3 BPM with pipeline pressure ranging from 328 PSI to 4.5 PSI. The Baker Hughes chemicals used in the de-inventory were adjusted accordingly as the flow rates varied (See attachment, Baker Chemicals)

There was not activity recorded at either site on 11-10-17 and the crews returned the following Monday 11-13-17 and conducted the demobilization from both the Ellwood onshore facility and the Tautrim meter station.

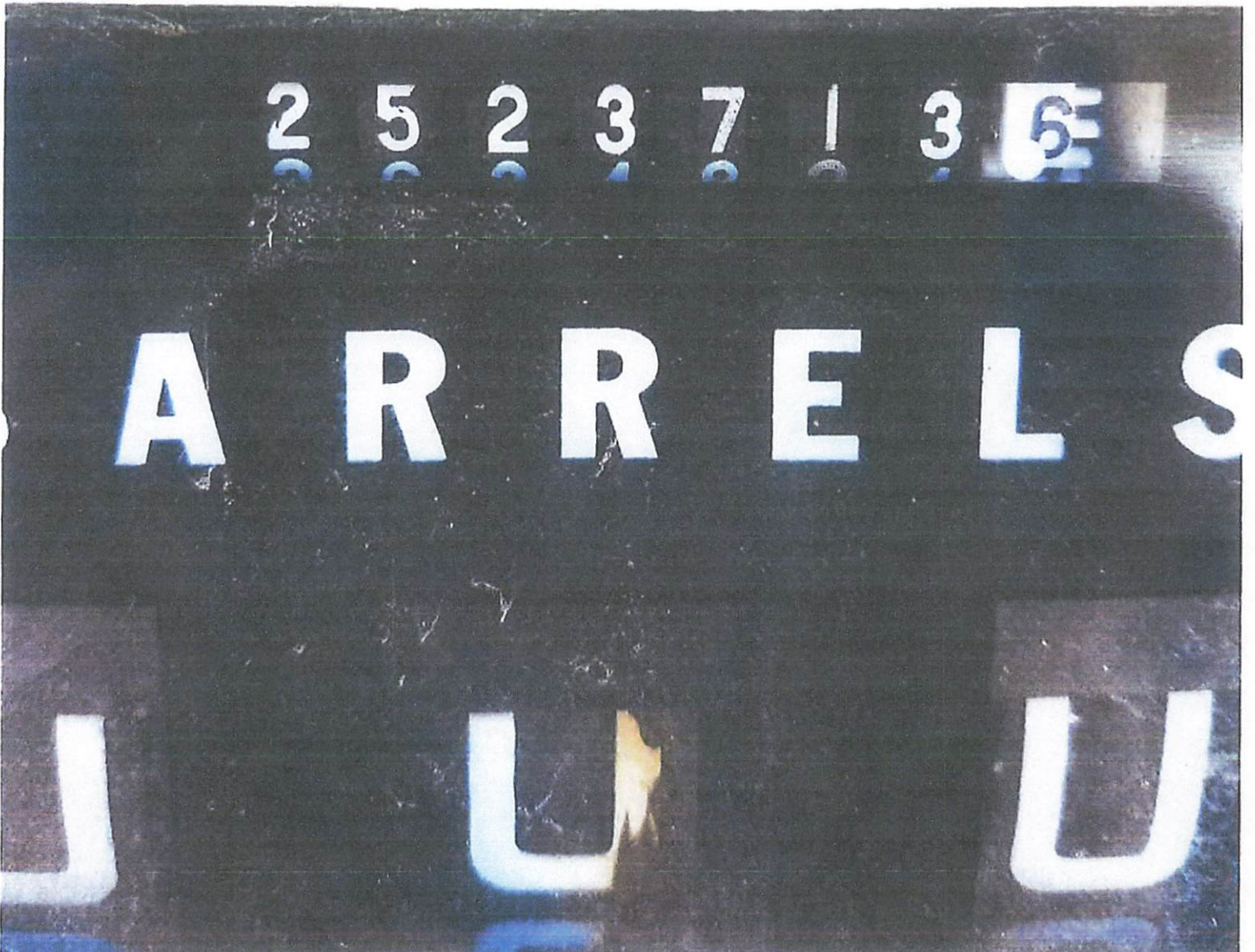
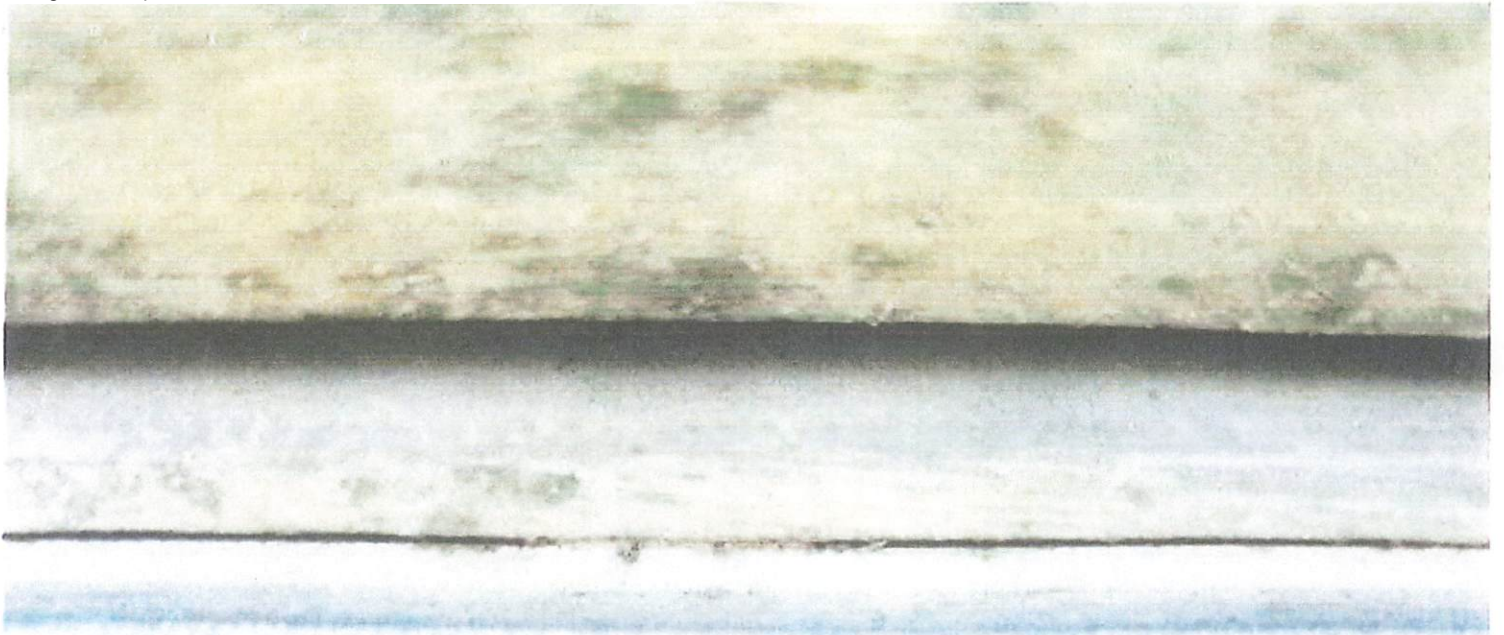
Also note that all air volumes displaced by the infill of oil to the vacuum trucks was vented to carbon vessels while inlet and outlet levels were recorded as required. (See Attachment, PPC Air testing)

All activities were conducted under current permit conditions and monitored as required by AECOM and Storrer Environmental services and daily logs sent via email to respected parties as required. (See attachment, County D.C.R)

Upon completion of the project the site was returned to its previously brushed condition and a brief meeting was held with booth land owner and county monitor prior to departing the site.

To
Date
Page 3

Nothing follows.



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Venoco: Line 96 Pump Rates

Trucks	Water	CRW132 (6600ppm) gallons	XC105 (1320ppm) gallons	Comments	initials
1	50	0	0	11/6/2017	
2	50	0	0		
3	50	8	1		
4	50	8	1		
5	50	74	6		
6	50	8	2	11/7/2017	
7	50	16	2		
8	50	10	2		
9	50	16	2		
10	50	16	2		
11	50	69	8		
12	50	15	2		
13	50	10	1		
14	50	15	1		
15	50	10	5		
16	50	5	1		
17	50	5	0	11/8 tried different	
18	50	3	0	biocide pump	
19	50	26	1		
20	50	15	7		
21	50	10	2		
22	50	15	2		
23	50	10	1		
24	50	10	1		
25	50	15	3		
26	50	15	2		
27	50	30	5		
28	50	20	7		
29	50	15	3		
30	50	20	4		
31	50	20	3		
32	50	5	4		
33	50	4	3		
34	50	2	4		
35	50	1	10	Pumped all XC105	
36	50	9	18	20 gallons of CRW132 left	
Total	1800	530	116		



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Pacific Petroleum California
Environmental Health & Compliance Division

AIR MONITORING LOG

PROJECT: Venoco Pig Removal Project **CONTROL#** NA **DATE:** 11/6/2017
LOCATION: Elwood / Tatum **GPS COORDINATES:** 34.464551, -120.053617

SCOPE: Monitor Carbon Canister Trailers for breakthrough. When Carbon Canisters have been spent replace with a new canister.

MODEL: Toxic Vapor Analyzer
2020
CALIBRATION DATE: 11/6/2017 **TECHNICIAN:** Joe Diaz, PPC

TIME	PPM Inlet Reading	PPM Outlet Reading	% Efficiency	CCT#
11:00 AM	700	2	99.85%	1
11:15 AM	700	2	99.85%	1
11:30 AM	700	2	99.85%	1
11:45 AM	700	2	99.85%	1
12:00 PM	380	3.2	99.15%	1
12:15 PM	650	1.2	99.81%	1
12:45 PM	800	1.5	99.81%	1
1:00 PM	560	0.5	99.91%	1
1:30 PM	560	2.1	99.62%	1



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Pacific Petroleum California
Environmental Health & Compliance Division

AIR MONITORING LOG

PROJECT: Venoco Pig Removal Project **CONTROL#** NA **DATE:** 11/7/2017
LOCATION: Elwood / Tatum **GPS COORDINATES:** 34.464551, -120.053617

SCOPE: Monitor Carbon Canister Trailers for breakthrough. When Carbon Canisters have been spent replace with a new canister.

MODEL: Toxic Vapor Analyzer
2020
CALIBRATION DATE: 11/7/2017 **TECHNICIAN:** Joe Diaz, PPC

TIME	PPM Inlet Reading	PPM Outlet Reading	% Efficiency	CCT #
7:00 AM	600	1.2	99.80%	1
7:15 AM	680	1.1	99.83%	1
7:45 AM	180	0.5	99.72%	1
8:00 AM	790	2	99.74%	1
8:15 AM	1200	6	99.50%	1
8:30 AM	1985	10	99.49%	1
8:45 AM	2050	15	99.26%	1
9:00 AM	1980	12	99.39%	1
9:15 AM	1790	14	99.21%	1
9:30 AM	1800	15	99.16%	1
11:08 AM	1560	12	99.23%	1
11:22 AM	2035	20	99.07%	1
11:35 AM	550	18	96.72%	1
11:45 AM	330	15	95.45%	1
12:00 PM	350	16	95.42%	1
12:15 PM	500	22.5	95.50%	1

12:30 PM	680	30	95.58%	1
12:40 PM	540	25	95.37%	1
1:05 PM	750	36	95.20%	1
1:20 PM	680	32	95.29%	1
2:30 PM	1034	45	95.66%	1



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Pacific Petroleum California
Environmental Health & Compliance Division

AIR MONITORING LOG

PROJECT: Venoco Pig Removal Project **CONTROL#** NA **DATE:** 11/8/2017

LOCATION: Elwood / Tatum **GPS COORDINATES:** 34.464551, -120.053617

SCOPE: Monitor Carbon Canister Trailers for breakthrough. When Carbon Canisters have been spent replace with a new canister.

MODEL: Toxic Vapor Analyzer
2020
CALIBRATION DATE: 11/8/2017 **TECHNICIAN:** Joc Diaz, PPC

TIME	PPM Inlet Reading	PPM Outlet Reading	% Efficiency	CCT #
6:30 AM	1600	0.1	99.99%	33
6:45 AM	1750	0.1	99.99%	33
7:00 AM	3000	0.1	99.99%	33
7:10 AM	2500	0.1	99.99%	33
7:15 AM	2700	0.1	99.99%	33
7:30 AM	2700	0.1	99.99%	33
8:15 AM	2500	0.1	99.99%	33
8:30 AM	2650	0.1	99.99%	33
8:35 AM	2500	0.1	99.99%	33
8:50 AM	2550	0.1	99.99%	33
9:00 AM	2400	0.1	99.99%	33
9:15 AM	2800	0.1	99.99%	33
9:30 AM	1650	3.2	99.80%	33
9:40 AM	1520	2.8	99.81%	33
9:45 AM	1400	0.4	99.97%	33
10:00 AM	1750	0.4	99.97%	33
10:15 AM	1620	2.6	99.83%	33
10:30 AM	1480	2.6	99.82%	33

10:40 AM	460	1	99.78%	33
10:55 AM	1200	3	99.75%	33
11:35am	500	2.5	99.50%	33
11:45 AM	450	2.1	99.53%	33
12:05 PM	475	2.1	99.55%	33
12:15 PM	750	4.1	99.45%	33
12:30 PM	800	4.3	99.46%	33
12:40 PM	785	3.7	99.52%	33
1:00 PM	890	4.5	99.49%	33
1:30 PM	800	14	98.25%	33



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Pacific Petroleum California
Environmental Health & Compliance Division

AIR MONITORING LOG

PROJECT: Venoco Pig Removal Project **CONTROL#** NA **DATE:** 11/9/2017
LOCATION: Elwood / Tatum **GPS COORDINATES:** 34.464551, -120.053617

SCOPE: Monitor Carbon Canister Trailers for breakthrough. When Carbon Canisters have been spent replace with a new canister.

Toxic Vapor Analyzer
MODEL: 2020
CALIBRATION DATE: 11/9/2017 **TECHNICIAN:** Joe Diaz, PPC

TIME	PPM Inlet Reading	PPM Outlet Reading	% Efficiency	CCT #
7:00 AM	675	2.9	99.57%	33
7:20 AM	695	3.1	99.55%	33
7:40 AM	605	2.9	99.52%	33
7:55 AM	598	2.9	99.51%	33
8:05 AM	625	3.4	99.45%	33
8:20 AM	700	4	99.42%	33
8:40 AM	650	3.9	99.40%	33
9:00 AM	400	2.1	99.47%	33
10:30 AM	1352	2.8	99.79%	33



DAILY MONITORING REPORT

PROJECT LOCATION: Tautrim

CLIENT: Venoco

MONITOR (REPORT BY): Julie Love

DATE: 11/6/17

GENERAL LOCATION OF ACTIVITIES	WEATHER
(INDICATE ON MAP AND DESCRIBE) <ul style="list-style-type: none"> • Tautrim valve site • Access road 	START: 0630 END: 1215
CONSTRUCTION ACTIVITIES	
Mobilization from EOF to site Start of pipeline de-inventorying, removing oil via 70 barrel vacuum trucks	
COMPLIANCE SPECIFIC NOTES, ISSUES AND OUTCOME	
<p>Start of de-inventory was delayed while PPC replaced 120 barrel trucks with 70 barrel trucks (PP13) due to safety considerations at site entrance. (The 70-barrel truck is different than indicated in the permit and will require more trips than initially estimated.)</p> <p>PPC monitored carbon canisters (Photo Point [PP]16).</p> <p>Spill response trailer staged on-site (PP15).</p> <p>"Diapers" staged in work area for spills (PP14). Used "diapers" in pipe ends when they disconnected hose from truck.</p> <p>Work area spill trays were placed under trucks at the point of connection between hose and truck (PP11).</p>	
GENERAL NOTES	
<p>John Storrer monitored EOF for the City. AECOM monitored Tautrim work area.</p> <p>Road inspector from the County came onsite.</p> <p>Edge of access was mowed. This area is primarily annual grasses and ruderal (weedy) species.</p> <p>The center of loop was also mowed. This area is primarily revegetated coastal sage scrub. Approximately 3-4 inches of woody stems remain. Trucks have wide turning radius, so mowing of vegetation in this area seems appropriate for fire safety. Root balls intact, appears to be in a condition that will regrow after rainfall.</p> <p>Narrow-leaved milkweed flagged off and avoided during mowing (PP1).</p> <p>Second location of port-a-potty cleared, no sensitive resources (PP2). This area is primarily annual grasses and ruderal (weedy) species.</p>	





DAILY MONITORING REPORT

GENERAL NOTES (continued)

ACTION ITEMS/FOLLOW-UP

Send schedule and monitor contact info to Keith and Jerry.
Continue monitoring on alternating days, and on-call as needed.

PHOTO OR GPS SURVEY LOG
 (indicate photo/GPS points on attached map)

Photo OR GPS No.	Direction	Description	Notes
PP16	SE	Air monitoring of carbon canister. Standby canister visible in background right.	
PP13	NE	70 barrel truck finishing up first haul.	



DAILY MONITORING REPORT



Photo OR GPS No.	Direction	Description	Notes
PP15	NE	2nd truck being filled. 3rd truck staged on the loop road in line to be filled. Spill response trailer in mid background.	
PP14	N	Existing concrete containment area under connection. "Diapers" staged in work area for spills.	

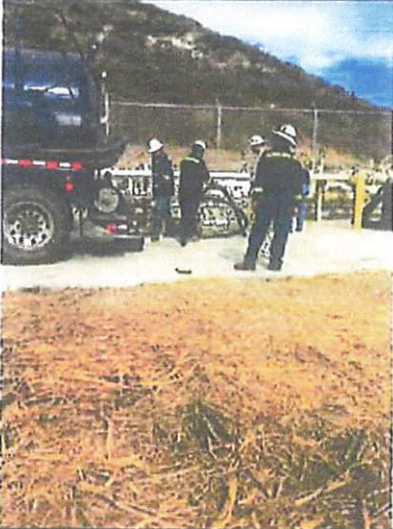

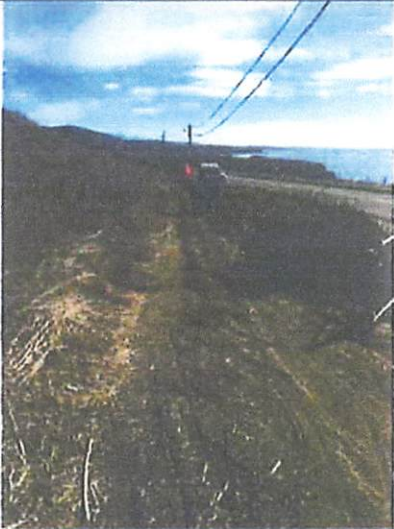
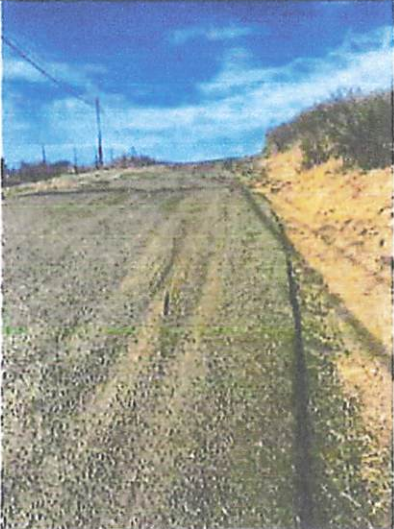
Photo OR GPS No.	Direction	Description	Notes
PP11	N	Work area, spill trays under truck, under connection between hose and truck.	
PP1		Narrow-leaved milkweed flagged off and avoided during mowing.	

Photo OR GPS No.	Direction	Description	Notes	
PP2	E	Second location of port-a-potty near flaggers. Cleared, no sensitive resources.		
PP3	W	Lower portion of access road, post mowing.		

AECOM

**DAILY MONITORING REPORT
PROJECT SITE MAP**



Jerry Jeffreys

From: John Storrer <john@storrerenvironmental.com>
Sent: Tuesday, November 7, 2017 4:38 PM
To: Dargel, Joseph (jdargel@co.santa-barbara.ca.us); Briggs, Errin (ebriggs@co.santa-barbara.ca.us)
Cc: Anne Wells; Bronwyn Green (bgreen@rinconconsultants.com); Justine Cooper; Jessica Peak; Jeff MacDonald; Keith Wenal; Jerry Jeffreys
Subject: De-inventory of Line 96 - EQAP Inspection Report for 7 November 2017

**De-inventory of Line 96 [17EMP-00000-00012]
Environmental Quality Assurance Program
Inspection Report
7 November 2017**

Evacuation of Line 96 between the Ellwood Onshore Facility (EOF) and metering/valve station west of Las Flores Canyon resumed this morning. The EQAP Onsite Environmental Coordinator made an inspection at the meter station in mid-afternoon. The 11th transport truck for the day arrived, was loaded, and departed during the inspection (Photo 1). A total of 13 deliveries to the Santa Maria Pump Station were predicted by the end of the day.

Transport trucks with 70-barrel capacity were used because of their maneuverability and challenges in accessing the location (i.e. terrain, unimproved roads, tight radius turn off of Calle Real) . They were filled to 50 barrels (20 barrels short of capacity) for efficiency in loading (Photo 2).

A spill response trailer was parked at the location (Photo 3).

Traffic controls were in place along frontage road leading to the site (Photo 4). Flagmen were stationed at either end of the turnoff when trucks were entering or exiting.

There was no activity at the EOF valve vault at the time of a mid-afternoon inspection.

Operations are expected to be completed by Friday, 11/10.

**John Storrer
Onsite Environmental Coordinator
County of Santa Barbara
Integrated EQAP for Oil and Gas Projects**

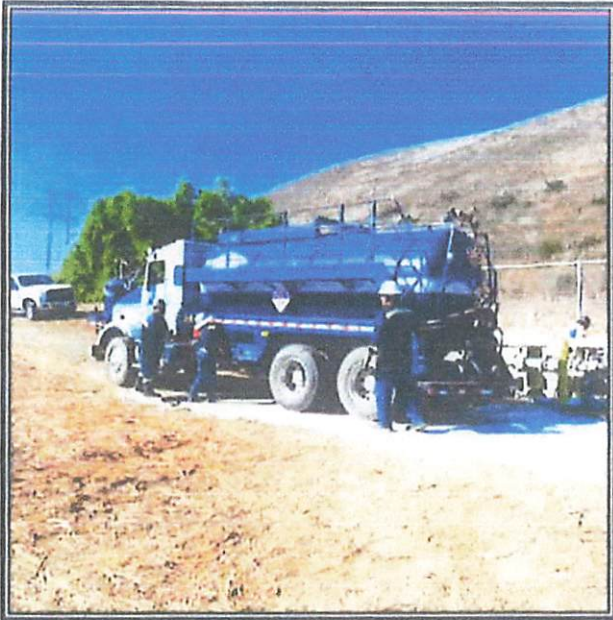


Photo 1: Transport Truck Arrival for Loading

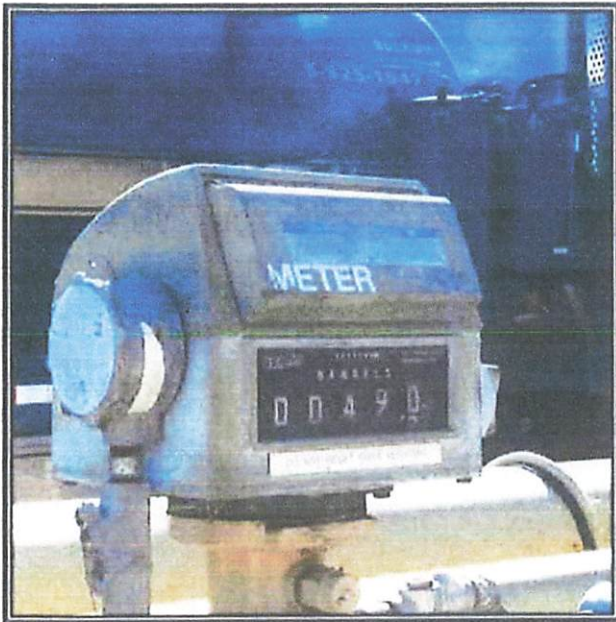


Photo 2: Trucks Were Loaded to About 50 Barrels



Photo 3: Spill Response Trailer Stationed Onsite

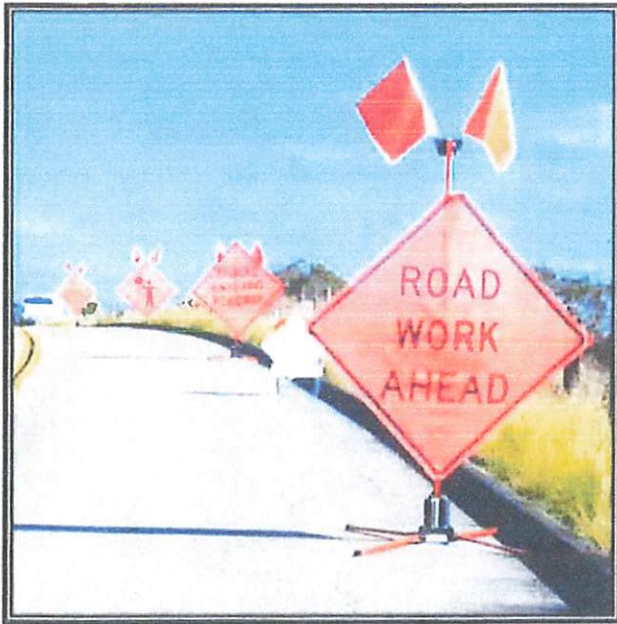


Photo 4: Traffic Controls on Frontage Road (Calle Real)



DAILY MONITORING REPORT

PROJECT LOCATION: Tautrim

CLIENT: Venoco

MONITOR (REPORT BY): Wynter Dawson



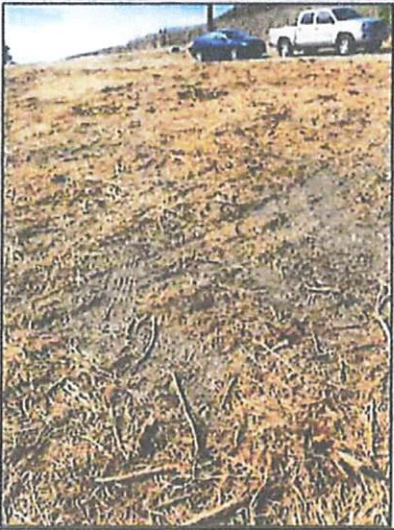
DATE: 8 November 2017

GENERAL LOCATION OF ACTIVITIES	WEATHER
<ul style="list-style-type: none"> • Tautrim valve site • Access road 	<p>START: 1230 (Sunny with high clouds, Winds 3.2 mph from the west, 72°F)</p> <p>END: 1345 (Sunny with high clouds, Winds 2 mph from the west, 72°F)</p>
CONSTRUCTION ACTIVITIES	
<p>Ongoing pipeline de-inventory, removing oil from pipeline using 70-barrel vacuum trucks to haul it away</p>	
COMPLIANCE SPECIFIC NOTES, AND OUTCOME	
<p>Spill protection measures in place and in good condition, including</p> <ul style="list-style-type: none"> • Plastic sheeting taped to valve site platform under truck; • Spill trays under all valve connections and pipe ends; • Diapers staged nearby in case of spills; and • Open hose ends placed over spill trays in after disconnected. <p>No spills or leaks observed during work.</p>	
GENERAL NOTES	
<p>John Storrer visited Tautrim valve site for the City.</p> <p>Tire tracks observed through center of mowed loop; only one set of tracks was observed, and damage appeared to be minor.</p> <p>A total of 15 trucks were loaded throughout the day.</p>	
ACTION ITEMS/FOLLOW-UP	
<p>Verify schedule of Thursday, Nov. 9, and Friday, Nov. 10, with Jerry.</p> <p>Continue monitoring on alternating days, and on-call as needed.</p>	



DAILY MONITORING REPORT

PHOTO OR GPS SURVEY LOG (indicate photo/GPS points on attached map)

Photo OR GPS No.	Direction	Description	Notes
20171108_125325.jpg	Northwest	Crew secure hose to 70-barrel vacuum truck. Protective plastic sheeting visible secured to valve site platform.	
20171108_130117.jpg	--	Spill pans in place under pipeline openings to catch drips and leaks.	
20171108_124311.jpg	West	View of tire tracks through the mowed loop immediately southwest of the Tautrim valve site. Only one set of tracks was observed, damage was determined not to be severe.	

AECOM

**DAILY MONITORING REPORT
PROJECT SITE MAP**





DAILY MONITORING REPORT

PROJECT LOCATION: Tautrim Site




CLIENT: Venoco

MONITOR (REPORT BY): Wynter Dawson

DATE: 13 November 2017



GENERAL LOCATION OF ACTIVITIES	WEATHER
<ul style="list-style-type: none"> • Tautrim valve site • Access road 	<p>START: 0930: 63°F, high, thin clouds at approx. 10 percent cover, winds 4.1 mph from the SE</p> <p>END: 1100: 70.5°F, high, thin clouds at approx. 10 percent cover, winds 4.0 mph</p>
CONSTRUCTION ACTIVITIES	
<ul style="list-style-type: none"> • Reinstallation/welding of valve site fence • Equipment and materials demobilization • Final post-construction photos 	
COMPLIANCE SPECIFIC NOTES, AND OUTCOME	
<p>Port-a-potty temporarily stationed in loop and truck temporarily parked in loop on arrival. Asked crew to minimize to the extent feasible having equipment and vehicles in the "loop area" due to a desire to preserve vegetation as much as possible.</p> <p>"Loop area" watered with excess fire prevention water.</p> <p>Flagging removed from narrow-leaved milkweed (<i>Asclepias fasciculatum</i>) individuals inside the gate along the access road after all other crew had left the site (Photo 5).</p> <p>As previously reported, the revegetated mature coastal sage scrub located inside the "loop area" was mowed prior to work activities. For the most part, work was not conducted inside the loop. However, trucks did drive on the eastern edge inside the loop area and did occasionally enter the center of the loop, as previously reported. Pedestrian traffic was regular within the loop area, as well. Approximately 3 to 4 inches of woody stems remain throughout most of the loop (Photos 3 and 4); however, in areas subject to vehicle passage or regular foot traffic, vegetation was flattened to ground level. Root stock appear to be intact and are generally expected to regenerate after sufficient rainfall. Note that within areas where it was flattened due to vehicle passage, vegetation may be slower to regenerate. It is expected that non-native annual grasses will passively revegetate the entirety of the loop area first, followed by regrowth of the revegetated coastal sage scrub from the root stock. The annual non-native grasses located throughout the remainder of the valve site work area and along the access road are expected to passively recolonize those areas as well.</p>	
GENERAL NOTES	
<p>Water buffalo had a flat tire, Santa Maria Tire was brought on site to repair/replace it.</p> <p>Water buffalo and Spill Containment trailer towed off-site. Port-a-potty was moved to the road shoulder of Calle Real for later pick-up (Photo 5).</p>	
ACTION ITEMS/FOLLOW-UP	
<p>None, work is complete.</p>	

PHOTO OR GPS SURVEY LOG
 (indicate photo/GPS points on attached map)

Photo OR GPS No.	Direction	Description	Notes
Photo 1: 20171113_100133	East	Crew loads materials remaining in valve site, including hoses and two 50-gallon drums, during demobilization.	
Photo 2: 20171113_094607	Northwest	View of valve site after completed fence reconstruction.	
Photo 3: 20171113_104729	East	View of loop area and valve site after demobilization, from west end of loop.	

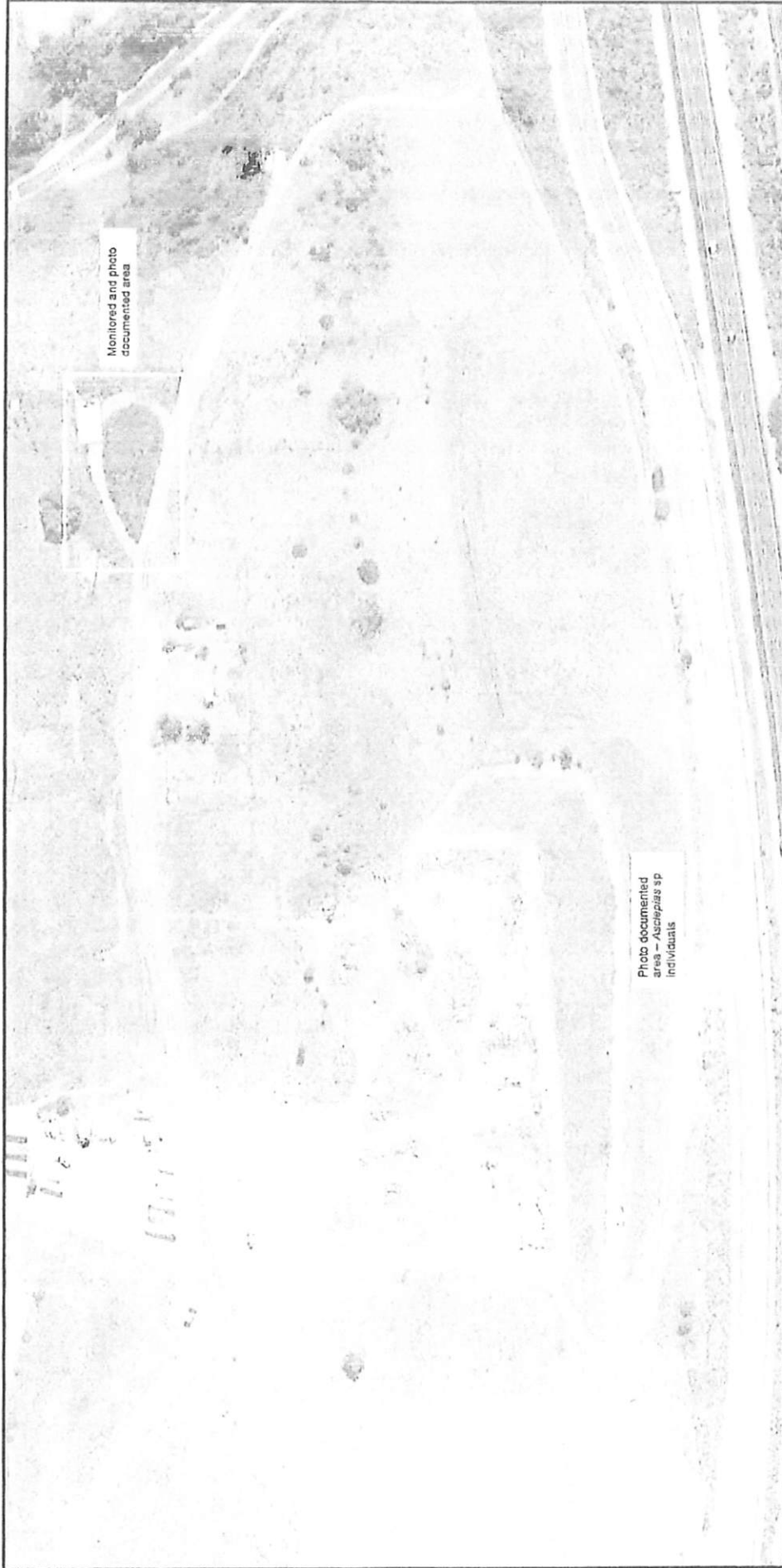


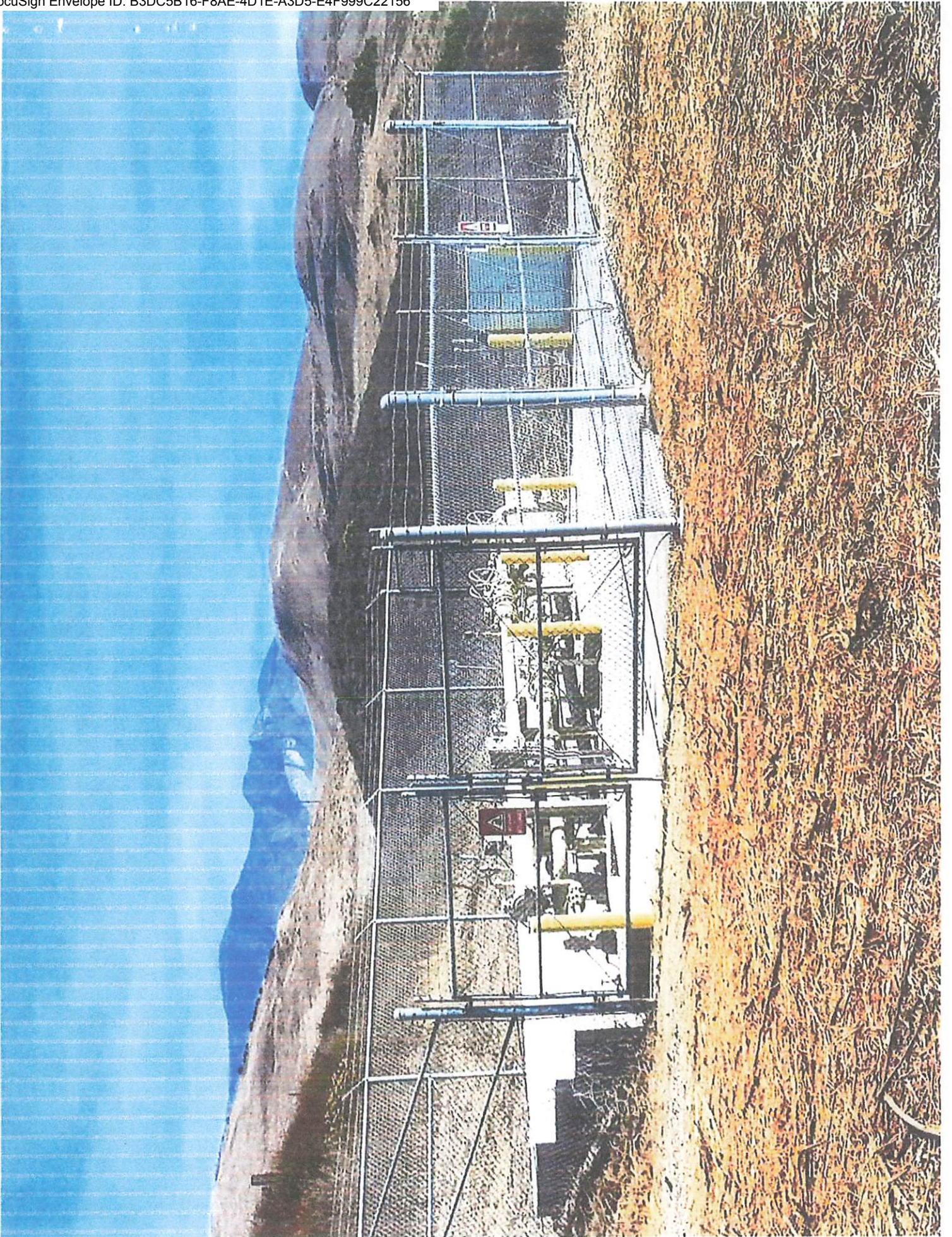
DAILY MONITORING REPORT

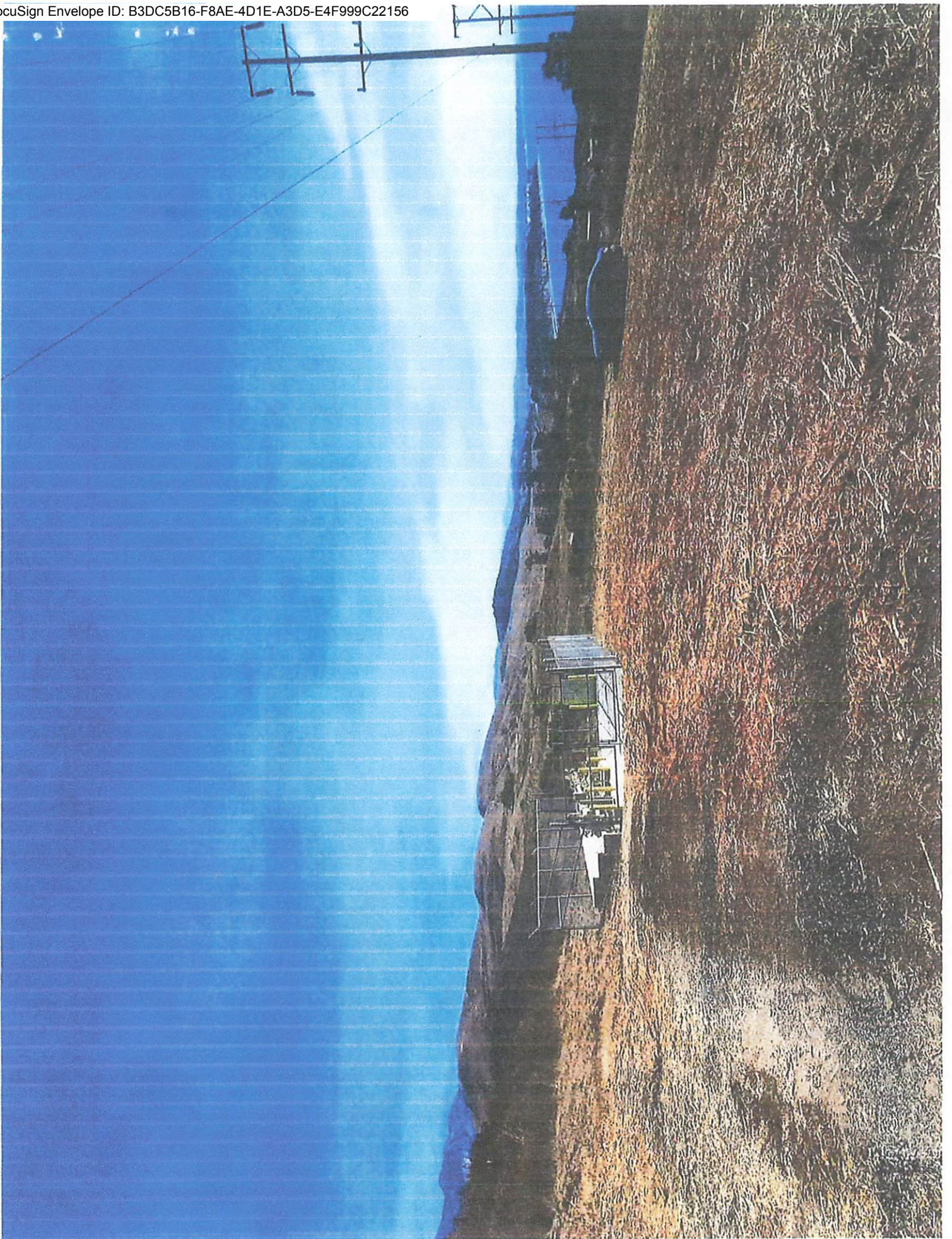
Photo OR GPS No.	Direction	Description	Notes
Photo 4: 20171113_104813	South	View of loop area after demobilization, from southwest corner of valve site.	
Photo 5: 20171113_105302	Southwest	View of <i>Asclepias</i> sp. individuals along access road after demobilization and flagging removal.	

AECOM

**DAILY MONITORING REPORT
PROJECT SITE MAP**













APPENDIX A – Attachments 1 - 4

Attachment 2 - Venoco Line 96 Oil Displacement Summary Report, 11.29.17

Attachment 2

Venoco Line 96 Oil Displacement Summary Report, 11.29.17



DEPARTMENT OF FORESTRY AND FIRE PROTECTION
OFFICE OF THE STATE FIRE MARSHAL
Pipeline Safety Division

Activity Report #: 20171107CAF1 – Venoco Line 96 Oil
Displacement

Inspection Category: Field

Inspection Type/Subtype: Standard - Other

Company: Venoco

Bill ID: 830

Inspection Unit(s): 0740C

Pipeline ID(s) 1306 – Line 96 Ellwood to PAAPL

Facility ID(s) _____

Tank ID(s): _____

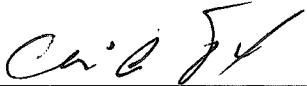
Dates of Activity: November 7, 8, 9, 2017


Lead Engineer: Chris Fox

Assisting Engineers: Andy Chau

Submitted **Chris Fox**
by: _____

Approved **Doug Allen**
by: _____

Signature: 
Date: 11/29/2017

Signature: 
Date: _____

Digitally signed by Doug Allen
DN: cn=Doug Allen, o=Cal Fire-OSFM, ou=Pipeline Safety, email=doug.allen@fire.ca.gov, c=US
Date: 2018.01.04 15:16:17 -08'00'

20171107CAF1 – Venoco Line 96 Oil Displacement

Inspection Summary:

Pipeline Safety Engineer, Andy Chau and I inspected the displacement of crude oil from the Venoco Line 96 (OSFM Line ID #1306). The displacement project consisted of using a 30-horsepower centrifugal pump to displace the crude oil from the Venoco Ellwood Plant in Goleta to the Plains All American Pipeline (PAAPL) Line 901 (OSFM Line ID 0015) connection point at the Tautrim Receiver and Metering (Tautrim) Facility near El Capitan Beach.

As the crude oil was displaced, crews injected eight (8) gallons of corrosion inhibitor and four (4) gallons of Biocide in the water per 70-barrel batch using chemical pumps located at the Ellwood Plant. The crude oil being displaced was metered at the leak detection positive displacement meter in the Tautrim Facility. Using vacuum trucks at the Tautrim Facility, the crude oil was then transported to Phillips 66 Refinery in Santa Maria.

Description of the System:

Line 96 is a 6-inch pipeline that transports crude oil 9-miles from the Venoco Ellwood Plant in Goleta to the PAAPL tie-in to Line 901 at the Tautrim Facility. From the Tautrim Facility, Line 96 continues for 100-feet to the PAAPL tie-in to Line 901. Line 96 has an approximate capacity of 1,700 barrels and crosses several wet and dry creeks.

Description of the Inspection:

The displacement project started on Monday, November 6, 2017. Pipeline Safety Engineer, Andy Chau and I met with Venoco representatives, Jerry Jeffreys (Construction Superintendent) and Keith Wenal (HES Manager) at the Venoco Ellwood Plant in Goleta on Tuesday, November 7, 2017. Jay Sheth, Santa Barbara County Contract Engineer, John Storer, Santa Barbara County Environmental Monitor made visits to the site.

A detailed procedure was part of the permit package and was kept on site during the crude oil displacement process. While at the site, we observed two foam pigs placed in the launcher at the Ellwood Plant. Fire water from a tank at the Ellwood Plant was then used to displace the crude oil. Crews used a 30-horsepower centrifugal pump at the Ellwood Plant to push the water at a rate of 2 to 3.5 BPM. The pressure was approximately 325 PSI at the Ellwood Plant and up to 40 PSI at the Tautrim Facility. As the crude oil was displaced, crews injected eight (8) gallons of corrosion inhibitor and four (4) gallons of Biocide in the water per 70-barrel batch using chemical pumps located at the Ellwood Plant. The crude oil and water were measured accurately to 1/10 barrel through the leak detection positive displacement (PD) meter at the Tautrim Facility.

20171107CAF1 – Venoco Line 96 Oil Displacement

Vacuum trucks, with a 70-barrel capacity, connected to the truck inlet at the Tautrim Facility. Between 5 and 12 vacuum trucks per day were loaded. Each load was counted, manifested and documented. Phone communication between the Ellwood Plant and the Tautrim Facility started and stopped the pumping operations as the trucks were loaded. Vapors were contained in the vacuum trucks with a truck mounted carbon system which also measured the inlet and out vapors. The vapor control truck carbon inlet was between 560 ppm to 0-35 ppm on the outlet of the vapor stream. The crude oil was then trucked to Phillips 66 Refinery in Santa Maria and the water was trucked to the Anterra disposal facility in Ventura.

Approximately 1,700 barrels of crude oil was recovered and 1,850 barrels of water was displaced. The crude oil was over displaced by approximately 150 barrels of fresh water and corrosion inhibitor. Both foam pigs were recovered Tautrim Facility pig receiver. Crews captured a sample of water from the Tautrim Facility pig receiver that showed some residual oil/sheen (see attached photo). Venoco did not take an official sample for analysis. The displacement of crude oil from Line 96 concluded on Thursday, November 9, 2017 at approximately 12:00 P.M. (PST) and the equipment and personnel demobilized.

Inspection Findings:

There was no safety incidents, spills or other issues noted during the project. Venoco completed the project a day ahead of schedule as Santa Barbara County allowed them to use more trucks than originally permitted per day. The water sample appeared typical during such operations. Corrosion inhibitor and bactericide were injected 8 and 3 gallons respectively per 70 bbl. load which exceeds that recommended amounts significantly. The line was not blinded or disconnected at either end of the line.

20171107CAF1 – Venoco Line 96 Oil Displacement

Field Contacts:

1. Jerry Jeffreys, Construction Superintendent, Venoco
2. Keith Wenal, HES Manger, Venoco

Appendix:

- A. Photo 1 – Sample water recovered from the Tautrim pig receiver
- B. Venoco Report

Appendix A



Photo 1: Sample of water that was recovered from the Tautrim pig receiver



LINE 96 DEINVENTORY PROJECT SUMMARY

11-27-17

The deinventory project was conducted under an emergency permit issued by the County of Santa Barbara permit # 17EMP-00000-00012 due to the fact that the de-inventory of line-96 is considered an emergency action due to the potential for leakage of stored crude oil within the pipeline. The removal of the oil would bring the site to a condition that could accommodate reasonably foreseeable development and would avoid impacts to health, safety, and welfare of the public and environment.

The basic plan to remove the processed crude oil from the 8.4-mile pipeline was approved by the county of Santa Barbara 10-16-17 with the mobilization of crews and equipment to both the Ellwood Onshore facility and the Tautrim meter station beginning on 11-1-17 which consisted of the following.

- Ellwood facility, Installation of temporary 30HP centrifugal pump and three 550-gallon tote tanks that contained a micro biocide and an oxygen scanner which were plumbed into the discharge side of the pump and connected via HP hose to a 4" connection at the discharge of existing pump P-203 the Primary oil shipping pump along with a temporary water supply hose that would connect to existing E.O.F firewater supply then connected to the inlet side of the 30HP pump.
(See attached P&ID)
- Tautrim Meter station, Prior to arrival the site needed to be cleared of brush then the crews located primary and secondary carbon canister trailers and portable restroom.

On the morning of 11-6-17 an onsite pre job safety meeting was conducted with all project related personnel those that attended consisted of members from the following companies Venoco LLC, Baker Hughes, Pacific Petroleum, AECOM, and Beacon West. Which in brief described our operation of using fresh water along with a chemical mixture to push two 6"-5# poly dewatering pigs through the pipeline under pressure from the Ellwood facility to the Tautrim meter station where the displaced oil would be pumped into 70-barrel vacuum trucks.

Although the original plan was to use 120 barrel trucks we quickly determined that the truck size could not negotiate the entrance to the Tautrim facility due to the steepness of the roadway so the decision was made to use the nimbler 70 barrel trucks which ultimately resulted in additional truck loads to complete the expected 1700 barrels of oil along with the additional 100 barrels of infield displacement water.

To
Date
Page 2

Another issue that arose from changing the truck size was the 70 barrel trucks unloaded at a separate location at Phillips 66 which was much faster and increased our turnaround time and cut down on the overall project duration and resulted in the following load rates.

- 11-6-17, 5 trucks loaded for a total transported volume of 283 barrels
- 11-7-17, 11 trucks loaded for a total transported volume of 554 barrels
- 11-8-17, 15 trucks loaded for a total transported volume of 753 barrels
- 11-9-17, 5 trucks loaded for a total transported volume of 251 barrels

With a total of 36 truckloads transporting 1841 barrels of product it's important to know that 33 trucks transported 1691 Barrels of mainly crude oil to the Philips 66 location while 1 truck transported an estimated 50 barrels' emulsion of oil and water to the same location and finally we transported 2 truckloads equal to 100 barrels of a mixture very high in water content to the Antera waste water facility in Oxnard.

All fluid volume readings were taken at the Tautrim meter station Totalizer which was previously used as the official sales meter the reading were as follows.

- Beginning read 2523713.6
- Completion read 2525557.2

With a total meter reading of 1843.6 which is 2.6 barrels off from our overall transported volume which would be .07 barrels avg. over the 36 loads and most likely was a result of resetting the totalizer meter 36 individual times. (See attached photo)

The flow rates varied during the de-inventory from a high of 3.5 BPM to a Low of 1.3 BPM with pipeline pressure ranging from 328 PSI to 4.5 PSI. The Baker Hughes chemicals used in the de-inventory were adjusted accordingly as the flow rates varied (See attachment, Baker Chemicals)

There was not activity recorded at either site on 11-10-17 and the crews returned the following Monday 11-13-17 and conducted the demobilization from both the Ellwood onshore facility and the Tautrim meter station.

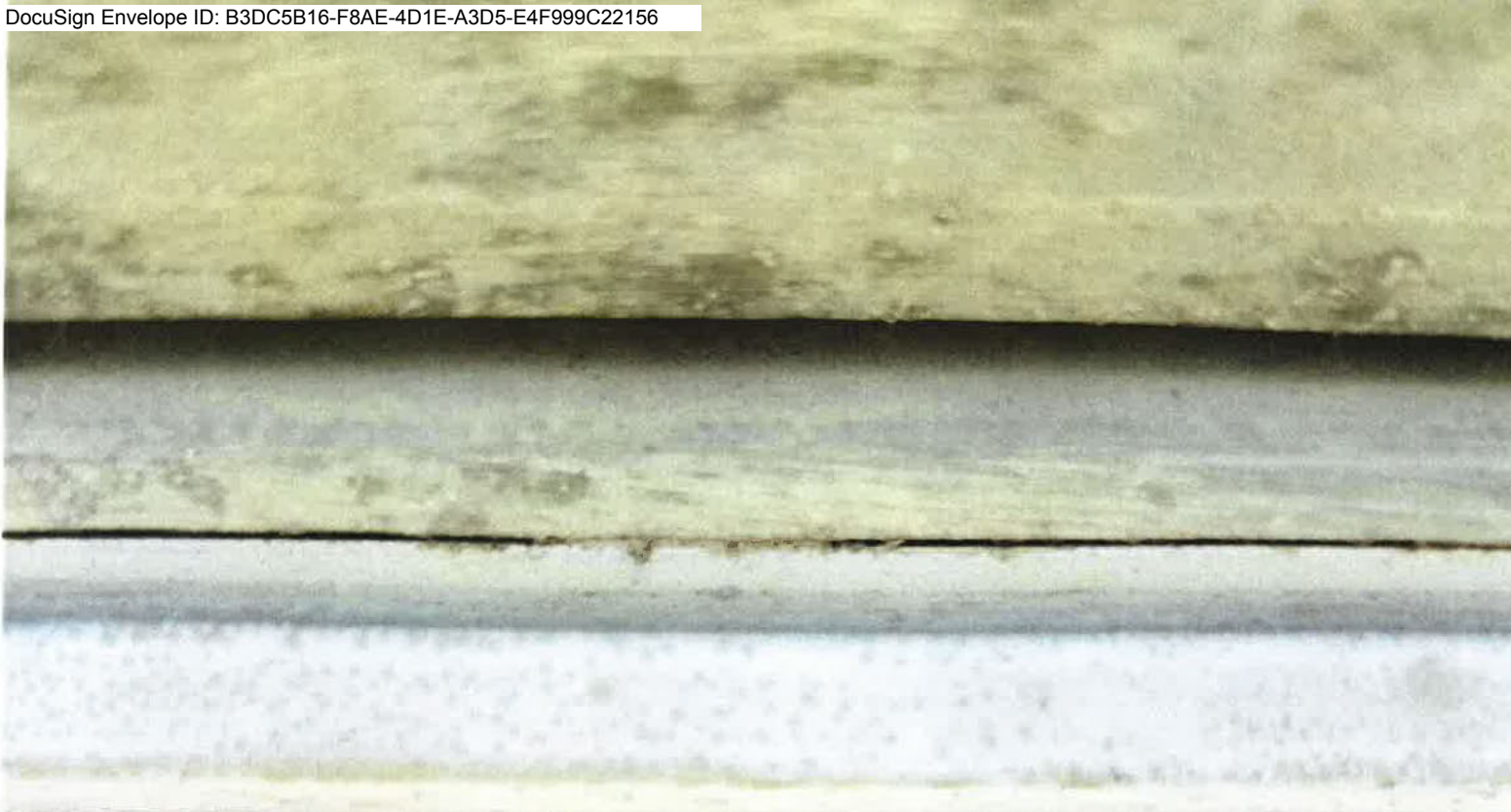
Also note that all air volumes displaced by the infill of oil to the vacuum trucks was vented to carbon vessels while inlet and outlet levels were recorded as required. (See Attachment, PPC Air testing)

All activities were conducted under current permit conditions and monitored as required by AECOM and Storrer Environmental services and daily logs sent via email to respected parties as required. (See attachment, County D.C.R)

Upon completion of the project the site was returned to its previously brushed condition and a brief meeting was held with booth land owner and county monitor prior to departing the site.

To
Date
Page 3

Nothing follows.



2 5 2 3 7 1 3 6

A R R E L S

U U U



2 5 2 5 5 5 7 2

PFT ALB
(56)

BARRELS



NOT RESET WHILE COUNTING



Venoco: Line 96 Pump Rates

Trucks	Water	CRW132 (6600ppm) gallons	XC105 (1320ppm) gallons	Comments	intials
1	50	0	0	11/6/2017	
2	50	0	0		
3	50	8	1		
4	50	8	1		
5	50	74	6		
6	50	8	2	11/7/2017	
7	50	16	2		
8	50	10	2		
9	50	16	2		
10	50	16	2		
11	50	69	8		
12	50	15	2		
13	50	10	1		
14	50	15	1		
15	50	10	5		
16	50	5	1		
17	50	5	0	11/8 tried different	
18	50	3	0	biocide pump	
19	50	26	1		
20	50	15	7		
21	50	10	2		
22	50	15	2		
23	50	10	1		
24	50	10	1		
25	50	15	3		
26	50	15	2		
27	50	30	5		
28	50	20	7		
29	50	15	3		
30	50	20	4		
31	50	20	3		
32	50	5	4		
33	50	4	3		
34	50	2	4		
35	50	1	10	Pumped all XC105	
36	50	9	18	20 gallons of CRW132 left	
Total	1800	530	116		



PO Box 2646 Orcutt, CA 93457 (805) 925 – 1947 fax: (805) 925 – 0884

Pacific Petroleum California
Environmental Health & Compliance Division

AIR MONITORING LOG

PROJECT: Venoco Pig Removal Project **CONTROL#** NA **DATE:** 11/6/2017

LOCATION: Elwood / Tatum **GPS COORDINATES:** 34.464551, -120.053617

SCOPE: Monitor Carbon Canister Trailers for breakthrough. When Carbon Canisters have been spent replace with a new canister.

Toxic Vapor Analyzer
MODEL: 2020
CALIBRATION DATE: 11/6/2017 **TECHNICIAN:** Joe Diaz, PPC

TIME	PPM Inlet Reading	PPM Outlet Reading	% Efficiency	CCT#
11:00 AM	700	2	99.85%	1
11:15 AM	700	2	99.85%	1
11:30 AM	700	2	99.85%	1
11:45 AM	700	2	99.85%	1
12:00 PM	380	3.2	99.15%	1
12:15 PM	650	1.2	99.81%	1
12:45 PM	800	1.5	99.81%	1
1:00 PM	560	0.5	99.91%	1
1:30 PM	560	2.1	99.62%	1



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Pacific Petroleum California
Environmental Health & Compliance Division

AIR MONITORING LOG

PROJECT: Venoco Pig Removal Project **CONTROL#** NA **DATE:** 11/7/2017

LOCATION: Elwood / Tatum **GPS COORDINATES:** 34.464551, -120.053617

SCOPE: Monitor Carbon Canister Trailers for breakthrough. When Carbon Canisters have been spent replace with a new canister.

Toxic Vapor Analyzer

MODEL: 2020

CALIBRATION DATE: 11/7/2017 **TECHNICIAN:** Joe Diaz, PPC

TIME	PPM Inlet Reading	PPM Outlet Reading	% Efficiency	CCT #
7:00 AM	600	1.2	99.80%	1
7:15 AM	680	1.1	99.83%	1
7:45 AM	180	0.5	99.72%	1
8:00 AM	790	2	99.74%	1
8:15 AM	1200	6	99.50%	1
8:30 AM	1985	10	99.49%	1
8:45 AM	2050	15	99.26%	1
9:00 AM	1980	12	99.39%	1
9:15 AM	1790	14	99.21%	1
9:30 AM	1800	15	99.16%	1
11:08 AM	1560	12	99.23%	1
11:22 AM	2035	20	99.07%	1
11:35 AM	550	18	96.72%	1
11:45 AM	330	15	95.45%	1
12:00 PM	350	16	95.42%	1
12:15 PM	500	22.5	95.50%	1

12:30 PM	680	30	95.58%	1
12:40 PM	540	25	95.37%	1
1:05 PM	750	36	95.20%	1
1:20 PM	680	32	95.29%	1
2:30 PM	1034	45	95.66%	1



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Pacific Petroleum California
Environmental Health & Compliance Division

AIR MONITORING LOG

PROJECT: Venoco Pig Removal Project **CONTROL#** NA **DATE:** 11/8/2017

LOCATION: Elwood / Tatum **GPS COORDINATES:** 34.464551, -120.053617

SCOPE: Monitor Carbon Canister Trailers for breakthrough. When Carbon Canisters have been spent replace with a new canister.

Toxic Vapor Analyzer

MODEL: 2020

CALIBRATION DATE: 11/8/2017 **TECHNICIAN:** Joe Diaz, PPC

TIME	PPM Inlet Reading	PPM Outlet Reading	% Efficiency	CCT #
6:30 AM	1600	0.1	99.99%	33
6:45 AM	1750	0.1	99.99%	33
7:00 AM	3000	0.1	99.99%	33
7:10 AM	2500	0.1	99.99%	33
7:15 AM	2700	0.1	99.99%	33
7:30 AM	2700	0.1	99.99%	33
8:15 AM	2500	0.1	99.99%	33
8:30 AM	2650	0.1	99.99%	33
8:35 AM	2500	0.1	99.99%	33
8:50 AM	2550	0.1	99.99%	33
9:00 AM	2400	0.1	99.99%	33
9:15 AM	2800	0.1	99.99%	33
9:30 AM	1650	3.2	99.80%	33
9:40 AM	1520	2.8	99.81%	33
9:45 AM	1400	0.4	99.97%	33
10:00 AM	1750	0.4	99.97%	33
10:15 AM	1620	2.6	99.83%	33
10:30 AM	1480	2.6	99.82%	33

10:40 AM	460	1	99.78%	33
10:55 AM	1200	3	99.75%	33
11:35am	500	2.5	99.50%	33
11:45 AM	450	2.1	99.53%	33
12:05 PM	475	2.1	99.55%	33
12:15 PM	750	4.1	99.45%	33
12:30 PM	800	4.3	99.46%	33
12:40 PM	785	3.7	99.52%	33
1:00 PM	890	4.5	99.49%	33
1:30 PM	800	14	98.25%	33



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Pacific Petroleum California
Environmental Health & Compliance Division

AIR MONITORING LOG

PROJECT: Venoco Pig Removal Project **CONTROL#** NA **DATE:** 11/9/2017

LOCATION: Elwood / Tatum **GPS COORDINATES:** 34.464551, -120.053617

SCOPE: Monitor Carbon Canister Trailers for breakthrough. When Carbon Canisters have been spent replace with a new canister.

Toxic Vapor Analyzer

MODEL: 2020

CALIBRATION DATE: 11/9/2017 **TECHNICIAN:** Joe Diaz, PPC

TIME	PPM Inlet Reading	PPM Outlet Reading	% Efficiency	CCT #
7:00 AM	675	2.9	99.57%	33
7:20 AM	695	3.1	99.55%	33
7:40 AM	605	2.9	99.52%	33
7:55 AM	598	2.9	99.51%	33
8:05 AM	625	3.4	99.45%	33
8:20 AM	700	4	99.42%	33
8:40 AM	650	3.9	99.40%	33
9:00 AM	400	2.1	99.47%	33
10:30 AM	1352	2.8	99.79%	33



DAILY MONITORING REPORT

PROJECT LOCATION: Tautrim

CLIENT: Venoco

MONITOR (REPORT BY): Julie Love

DATE: 11/6/17

GENERAL LOCATION OF ACTIVITIES	WEATHER
(INDICATE ON MAP AND DESCRIBE) <ul style="list-style-type: none"> • Tautrim valve site • Access road 	START: 0630 END: 1215
CONSTRUCTION ACTIVITIES	
Mobilization from EOF to site Start of pipeline de-inventorying, removing oil via 70 barrel vacuum trucks	
COMPLIANCE SPECIFIC NOTES, ISSUES AND OUTCOME	
<p>Start of de-inventory was delayed while PPC replaced 120 barrel trucks with 70 barrel trucks (PP13) due to safety considerations at site entrance. (The 70-barrel truck is different than indicated in the permit and will require more trips than initially estimated.)</p> <p>PPC monitored carbon canisters (Photo Point [PP]16).</p> <p>Spill response trailer staged on-site (PP15).</p> <p>"Diapers" staged in work area for spills (PP14). Used "diapers" in pipe ends when they disconnected hose from truck.</p> <p>Work area spill trays were placed under trucks at the point of connection between hose and truck (PP11).</p>	
GENERAL NOTES	
<p>John Storrer monitored EOF for the City. AECOM monitored Tautrim work area.</p> <p>Road inspector from the County came onsite.</p> <p>Edge of access was mowed. This area is primarily annual grasses and ruderal (weedy) species.</p> <p>The center of loop was also mowed. This area is primarily revegetated coastal sage scrub. Approximately 3-4 inches of woody stems remain. Trucks have wide turning radius, so mowing of vegetation in this area seems appropriate for fire safety. Root balls intact, appears to be in a condition that will regrow after rainfall.</p> <p>Narrow-leaved milkweed flagged off and avoided during mowing (PP1).</p> <p>Second location of port-a-potty cleared, no sensitive resources (PP2). This area is primarily annual grasses and ruderal (weedy) species.</p>	



DAILY MONITORING REPORT



GENERAL NOTES (continued)

This section is currently blank.

ACTION ITEMS/FOLLOW-UP

Send schedule and monitor contact info to Keith and Jerry.
Continue monitoring on alternating days, and on-call as needed.

PHOTO OR GPS SURVEY LOG
 (indicate photo/GPS points on attached map)

Photo OR GPS No.	Direction	Description	Notes
PP16	SE	Air monitoring of carbon canister. Standby canister visible in background right.	
PP13	NE	70 barrel truck finishing up first haul.	



DAILY MONITORING REPORT



Photo OR GPS No.	Direction	Description	Notes
PP15	NE	2nd truck being filled. 3rd truck staged on the loop road in line to be filled. Spill response trailer in mid background.	
PP14	N	Existing concrete containment area under connection. "Diapers" staged in work area for spills.	





Photo OR GPS No.	Direction	Description	Notes
PP11	N	Work area, spill trays under truck, under connection between hose and truck.	
PP1		Narrow-leaved milkweed flagged off and avoided during mowing.	

Photo OR GPS No.	Direction	Description	Notes
PP2	E	Second location of port-a-potty near flaggers. Cleared, no sensitive resources.	
PP3	W	Lower portion of access road, post mowing.	



Jerry Jeffreys

From: John Storrer <john@storrerenvironmental.com>
Sent: Tuesday, November 7, 2017 4:38 PM
To: Dargel, Joseph (jdargel@co.santa-barbara.ca.us); Briggs, Errin (ebriggs@co.santa-barbara.ca.us)
Cc: Anne Wells; Bronwyn Green (bgreen@rinconconsultants.com); Justine Cooper; Jessica Peak; Jeff MacDonald; Keith Wenal; Jerry Jeffreys
Subject: De-inventory of Line 96 - EQAP Inspection Report for 7 November 2017

**De-inventory of Line 96 [17EMP-00000-00012]
Environmental Quality Assurance Program
Inspection Report
7 November 2017**

Evacuation of Line 96 between the Ellwood Onshore Facility (EOF) and metering/valve station west of Las Flores Canyon resumed this morning. The EQAP Onsite Environmental Coordinator made an inspection at the meter station in mid-afternoon. The 11th transport truck for the day arrived, was loaded, and departed during the inspection (Photo 1). A total of 13 deliveries to the Santa Maria Pump Station were predicted by the end of the day.

Transport trucks with 70-barrel capacity were used because of their maneuverability and challenges in accessing the location (i.e. terrain, unimproved roads, tight radius turn off of Calle Real) . They were filled to 50 barrels (20 barrels short of capacity) for efficiency in loading (Photo 2).

A spill response trailer was parked at the location (Photo 3).

Traffic controls were in place along frontage road leading to the site (Photo 4). Flagmen were stationed at either end of the turnoff when trucks were entering or exiting.

There was no activity at the EOF valve vault at the time of a mid-afternoon inspection.

Operations are expected to be completed by Friday, 11/10.

**John Storrer
Onsite Environmental Coordinator
County of Santa Barbara
Integrated EQAP for Oil and Gas Projects**



Photo 1: Transport Truck Arrival for Loading



Photo 2: Trucks Were Loaded to About 50 Barrels

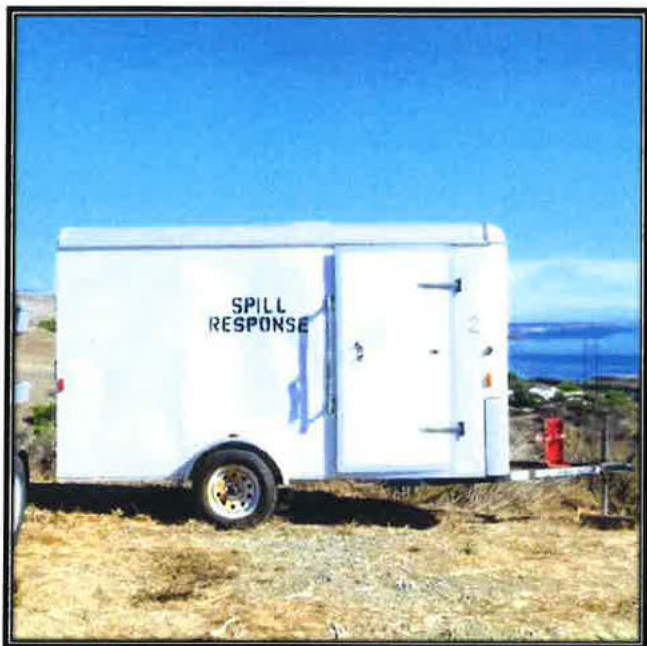


Photo 3: Spill Response Trailer Stationed Onsite



Photo 4: Traffic Controls on Frontage Road (Calle Real)



DAILY MONITORING REPORT

PROJECT LOCATION: Tautrim

CLIENT: Venoco

MONITOR (REPORT BY): Wynter Dawson

DATE: 8 November 2017

GENERAL LOCATION OF ACTIVITIES	WEATHER
<ul style="list-style-type: none"> • Tautrim valve site • Access road 	<p>START: 1230 (Sunny with high clouds, Winds 3.2 mph from the west, 72°F)</p> <p>END: 1345 (Sunny with high clouds, Winds 2 mph from the west, 72°F)</p>
CONSTRUCTION ACTIVITIES	
<p>Ongoing pipeline de-inventory, removing oil from pipeline using 70-barrel vacuum trucks to haul it away</p>	
COMPLIANCE SPECIFIC NOTES, AND OUTCOME	
<p>Spill protection measures in place and in good condition, including</p> <ul style="list-style-type: none"> • Plastic sheeting taped to valve site platform under truck; • Spill trays under all valve connections and pipe ends; • Diapers staged nearby in case of spills; and • Open hose ends placed over spill trays in after disconnected. <p>No spills or leaks observed during work.</p>	
GENERAL NOTES	
<p>John Storrer visited Tautrim valve site for the City.</p> <p>Tire tracks observed through center of mowed loop; only one set of tracks was observed, and damage appeared to be minor.</p> <p>A total of 15 trucks were loaded throughout the day.</p>	
ACTION ITEMS/FOLLOW-UP	
<p>Verify schedule of Thursday, Nov. 9, and Friday, Nov. 10, with Jerry.</p> <p>Continue monitoring on alternating days, and on-call as needed.</p>	

PHOTO OR GPS SURVEY LOG

(indicate photo/GPS points on attached map)

Photo OR GPS No.	Direction	Description	Notes
20171108_125325.jpg	Northwest	Crew secure hose to 70-barrel vacuum truck. Protective plastic sheeting visible secured to valve site platform.	
20171108_130117.jpg	--	Spill pans in place under pipeline openings to catch drips and leaks.	
20171108_124311.jpg	West	View of tire tracks through the mowed loop immediately southwest of the Tautrim valve site. Only one set of tracks was observed, damage was determined not to be severe.	

**DAILY MONITORING REPORT
PROJECT SITE MAP**





DAILY MONITORING REPORT

PROJECT LOCATION: Tautrim Site

CLIENT: Venoco

MONITOR (REPORT BY): Wynter Dawson

DATE: 13 November 2017

GENERAL LOCATION OF ACTIVITIES	WEATHER
<ul style="list-style-type: none"> • Tautrim valve site • Access road 	<p>START: 0930: 63°F, high, thin clouds at approx. 10 percent cover, winds 4.1 mph from the SE</p> <p>END: 1100: 70.5°F, high, thin clouds at approx. 10 percent cover, winds 4.0 mph</p>
CONSTRUCTION ACTIVITIES	
<ul style="list-style-type: none"> • Reinstallation/welding of valve site fence • Equipment and materials demobilization • Final post-construction photos 	
COMPLIANCE SPECIFIC NOTES, AND OUTCOME	
<p>Port-a-potty temporarily stationed in loop and truck temporarily parked in loop on arrival. Asked crew to minimize to the extent feasible having equipment and vehicles in the "loop area" due to a desire to preserve vegetation as much as possible.</p> <p>"Loop area" watered with excess fire prevention water.</p> <p>Flagging removed from narrow-leaved milkweed (<i>Asclepias fasciculatum</i>) individuals inside the gate along the access road after all other crew had left the site (Photo 5).</p> <p>As previously reported, the revegetated mature coastal sage scrub located inside the "loop area" was mowed prior to work activities. For the most part, work was not conducted inside the loop. However, trucks did drive on the eastern edge inside the loop area and did occasionally enter the center of the loop, as previously reported. Pedestrian traffic was regular within the loop area, as well. Approximately 3 to 4 inches of woody stems remain throughout most of the loop (Photos 3 and 4); however, in areas subject to vehicle passage or regular foot traffic, vegetation was flattened to ground level. Root stock appear to be intact and are generally expected to regenerate after sufficient rainfall. Note that within areas where it was flattened due to vehicle passage, vegetation may be slower to regenerate. It is expected that non-native annual grasses will passively revegetate the entirety of the loop area first, followed by regrowth of the revegetated coastal sage scrub from the root stock. The annual non-native grasses located throughout the remainder of the valve site work area and along the access road are expected to passively recolonize those areas as well.</p>	
GENERAL NOTES	
<p>Water buffalo had a flat tire, Santa Maria Tire was brought on site to repair/replace it.</p> <p>Water buffalo and Spill Containment trailer towed off-site. Port-a-potty was moved to the road shoulder of Calle Real for later pick-up (Photo 5).</p>	
ACTION ITEMS/FOLLOW-UP	
<p>None, work is complete.</p>	

PHOTO OR GPS SURVEY LOG
(indicate photo/GPS points on attached map)






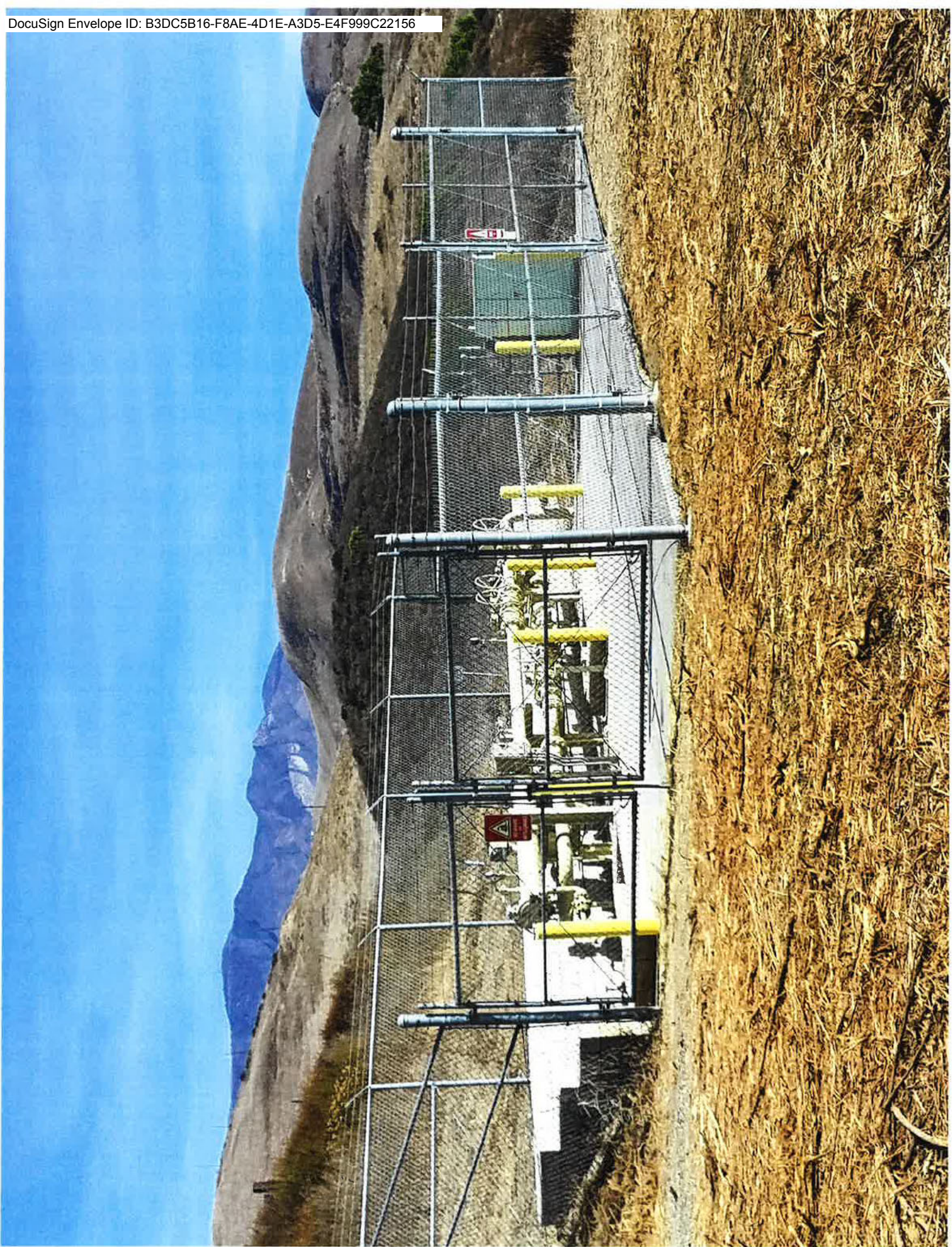
Photo OR GPS No.	Direction	Description	Notes
Photo 1: 20171113_100133	East	Crew loads materials remaining in valve site, including hoses and two 50-gallon drums, during demobilization.	
Photo 2: 20171113_094607	Northwest	View of valve site after completed fence reconstruction.	
Photo 3: 20171113_104729	East	View of loop area and valve site after demobilization, from west end of loop.	

Photo OR GPS No.	Direction	Description	Notes
Photo 4: 20171113_104813	South	View of loop area after demobilization, from southwest corner of valve site.	
Photo 5: 20171113_105302	Southwest	View of <i>Asclepias</i> sp. individuals along access road after demobilization and flagging removal.	

AECOM

**DAILY MONITORING REPORT
PROJECT SITE MAP**











APPENDIX A – Attachments 1 - 4

Attachment 3 - Pipeline Alignment Exhibit

Line 96 Pipeline Modification Project Proposed Pipeline Route



APPENDIX A – Attachments 1 - 4

Attachment 4 - Tautrim Terminal Site Plan with Traffic Routes

(to be inserted)



APPENDIX B – Agreement for Services Sample

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and _____, with an address at _____ (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE

_____ at phone number 805-_____ is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. _____ (contractor) at phone number _____ is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY:

Santa Barbara, CA 93101

To CONTRACTOR:

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

APPENDIX B – Agreement for Services Sample

4. **TERM**

CONTRACTOR shall commence performance on _____ and end performance upon completion, but no later than _____ unless otherwise directed by COUNTY or unless earlier terminated.

5. **COMPENSATION OF CONTRACTOR**

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 **NOTICES** above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. **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. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

7. **STANDARD OF PERFORMANCE**

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. **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.

9. **TAXES**

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be

APPENDIX B – Agreement for Services Sample

responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. 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 COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

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

APPENDIX B – Agreement for Services Sample

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by 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 COUNTY property, documents, or information without COUNTY's prior written consent.

14. 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. 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 COUNTY or as part of any audit of the 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 COUNTY or the State, at no charge to 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 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 COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

18. NON-ASSIGNMENT

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer

APPENDIX B – Agreement for Services Sample

without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. TERMINATION

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
 2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
 3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience

APPENDIX B – Agreement for Services Sample

of reference and shall not affect the meaning, construction or effect hereof.

21. 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.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT

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.

26. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. 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 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 COUNTY.

APPENDIX B – Agreement for Services Sample

28. 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 of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. 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.

30. 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.

31. 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.

32. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

33. SUBCONTRACTORS

CONTRACTOR is authorized to subcontract with the firms identified in Exhibit A- Contractor's Proposal. CONTRACTOR shall be fully responsible for all services performed by subcontractors. CONTRACTOR shall secure from all subcontractors all rights for COUNTY in this agreement, including audit rights. CONTRACTOR shall ensure subcontractors' compliance with California Labor Code, including but not limited to the payment of prevailing wage when required.

34. IMMATERIAL CHANGES

CONTRACTOR and COUNTY agree that immaterial changes to this Agreement such as time frame and mutual ly agreeable programmatic changes which will not result in a change to the total contract amount or to the scop e of the Statement of Work may be authorized by the General Services Director, or designee in writing, and will n ot constitute an amendment to the Agreement.

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

APPENDIX B – Agreement for Services Sample

“COUNTY”

“CONTRACTOR”

By: _____
Department Head

By: _____

Name: _____

Title: _____

End of Agreement

SAMPLE

EXHIBIT A (to the Sample Agreement for Services)

STATEMENT OF WORK

The following documents are incorporated by reference and shall constitute the Statement of Work for this contract.

Exhibit A-1, CONTRACTOR'S Proposal

Exhibit A-2, COUNTY'S Request for Proposal

Suspension for Convenience. COUNTY may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 365 days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

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EXHIBIT B (to the Sample Agreement for Services)

PAYMENT ARRANGEMENTS

Periodic Compensation

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ **XXXXX.00**, and if authorized by the COUNTY in accordance with section B herein up to an additional **\$XXXX.00** including reimbursements, for a total contract amount up to and not to exceed **\$XXXXX.00**. See **EXHIBIT A-1** for a complete breakdown of expenses.
- B. Extra Work required to complete the project may be authorized only if CONTRACTOR receives written approval by the COUNTY's designated representative as identified in Paragraph 1 of the Agreement.
- C. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A-1** as determined by COUNTY.
- D. Monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice for service performed over the period specified, clearly identifying the tasks performed including the percentage complete of each task correlated to the Scope of Work Matrix. These invoices must reference the assigned Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY's shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims form CONTRACTOR.
- E. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

EXHIBIT C (to the Sample Agreement for Services)

Indemnification and Insurance Requirements

INDEMNIFICATION

A. Indemnification pertaining to other than Design Professional Services:

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, arising out of or related to the CONTRACTOR'S work or activities for the COUNTY and for any costs or expenses (including but not limited to reasonable attorneys' fees) incurred by COUNTY on account of any such claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation does not apply to the COUNTY's sole negligence or willful misconduct.

B. Indemnification pertaining to Design Professional Services:

CONTRACTOR agrees to fully indemnify and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, suits damages, costs, expenses, judgments and/or liabilities that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR and its employees, subcontractors, or agents in the performance of services under this Agreement but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the COUNTY. The indemnity includes the cost to defend COUNTY to the extent of the CONTRACTOR's proportionate percentage of fault. Should one (or more) defendants be unable to pay its share of the defense costs due to bankruptcy or dissolution of the business, CONTRACTOR shall meet and confer with other parties regarding unpaid defense costs and CONTRACTOR shall pay County's cost of defense to the fullest extent permitted by law.

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, its agents, representatives, employees or subcontractors.

A. Minimum Scope 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 \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 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. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 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 grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but 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. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
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.
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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.



Purchasing Division
General Services Department

Request for Qualifications

Phone: 805-568-2690 - Fax: 805-568-2705

Addendum #1

Bid Data

BID NUMBER:	819000	
COMMODITY CODE:	INTERNAL: 819-00	
COMMODITY TITLE:	Environmental & Engineering Services	
BUYER:	Rafael Reyez	
BUYER PHONE:	805-568-2692	FAX: 805-568-2705
E-MAIL:	rreyez@countyofsb.org	
ISSUE DATE:	October 12, 2021	

Bid Opening

DAY / DATE:	October 19, 2021
TIME:	2:00PM
LOCATION / MAIL ADDRESS:	Purchasing Division 105 E. Anapamu Street, B-5 Santa Barbara CA 93101-2070

NOTE: Public bid opening is temporarily suspended due to COVID-19 restrictions.

The above referenced bid document is hereby amended to:

Question #1

Can you provide clarification on the scope of work requested? Exhibit A - Statement of Work appears to be incomplete.

ANSWER: Question is vague. The statement of work is complete. Minor details can be resolved as needed.

Question #2

Other ancillary piping drained (pump discharge to main line, pig trap kicker lines)?

ANSWER: Yes, these features will need to be drained. Also, the below grade valve vaults (4) and a Launcher vault need to be drained and addressed. The pipeline pump is located inside the EOF and may not be currently connected to the pipeline.

Question #3

What is the wall thickness and Specified Minimum Yield Strength (SMYS) of the pipe?

ANSWER: The Line Pipe is 6.625" O.D. x 0.280" Wall Thickness, API 5L-X52.

The SMPS is 52,000 psig

Question #4

What is the Maximum Operating Pressure (MOP) of the pipeline?

ANSWER: The pipeline was hydrotested @ 2,165 psig on January 18, 2012. Based on this hydrotest pressure, the established Maximum Allowable Operating Pressure (MAOP) is 1,443 or 1,440 psig.

Question #5

Are pipeline atlas (alignment) sheets available with elevation profiles for the asset?

ANSWER: Yes.

Question #6

Are P&ID sheets or P&CD sheets available?

ANSWER: P&IDs are available. Not sure what "P&CD sheets" are.

Question #7

What was the last pressure operating range?

ANSWER: The line pressure varied and depended on the PAAPL pressure. The crude oil was injected in to the PAAPL. The operating pressure varied from 600 to 900 psig, riding on the PAAPL pressure. The last operating pressure would be at the time of the PAAPL rupture, near 500 psig, the PSL set pressure.

Question #8

What pressure was the pressure relief system set at?

ANSWER: The PSV-100, located at the discharge of the Pipeline Pump, P-203, was set at 1,201 psig. This PSV is located inside the EOF.

Question #9

What is the oversize pipe diameter of the pig traps?

ANSWER: The Pig Launcher size is 8" Dia. x 3 ft; the Pig Receiver size is 10" Dia. x 8 ft.

Question #10

Do the pig traps have jail bars on both inlet and outlet of the pig traps that prevent pigs from going into smaller piping?

ANSWER: Yes, both the Launcher and the Receiver have barred tees.

Question #11

Are the pig traps a permanent installation or do they have to be installed?

ANSWER: They are both permanent installations.

Question #12

Who negotiates with the land owners for site access and temporary work encroachment agreements?

ANSWER: The County's General Services Department will contact landowners and negotiate access on private lands. County Public Works staff will grant any necessary encroachment permits for use of County property and right-of-way. Respondents to the RFQ may need to obtain an encroachment permit but this will be facilitated by the County and minimal effort on the part of respondents will be needed.

Question #13

What type of environmental monitoring is required?

ANSWER: The County will contract with John Storrer Environmental Services (SES) to perform environmental monitoring. SES provided monitoring services for the original oil de-inventory in 2017. No monitoring services are needed under this RFQ.

Question #14

Who arranges for water disposal and permits for same?

ANSWER: The vendor performing the abandonment will need to perform these tasks and they should be included in any proposal that responds to this RFQ.

Question #15

How clean is clean (water wise)?

ANSWER: The contents of the water are described in the 11.29.17 Purge Report. The water contains small amounts of biocide and corrosion inhibitor and trace remnant oil. "Corrosion inhibitor and bactericide were injected 8 and 3 gallons respectively per 70 bbl." During the original de-inventory.

Upon the completion of purging activities, the pipeline is to be "left in air" so no residual water should remain in the line post abandonment.

Question #16

How much nitrogen pressure is expected to be left in the pipeline for future monitoring if nitrogen purging is the preferred abandonment method?

ANSWER: Per the proposed description, nitrogen is not proposed to be used to purge the line, but rather air. Minimal residual pressure is needed upon abandonment.

Question #17

Where does the salvaged equipment go to?

ANSWER: Any salvaged equipment, which is expected to be minimal, should be recycled and/or disposed of appropriately.

Question #18

Is there any confined space involved?

ANSWER: We are not aware of the need for any confined space work. However, there are four below grade valve vaults; it does not appear that any of them qualify as confined space entry. Also, the Pig Launcher is located below grade in a vault.

Question #19

What work permitting regulatory bodies are involved (City, County, State, Federal)? Please identify.

ANSWER: The work will be performed at the direction of the County of Santa Barbara and overseen/verified by the State Office of the Fire Marshal.

Question #20

Are there any other pipeline connections to this asset that need to be addressed for isolation?

ANSWER: There are no other pipeline connections.

Question #21

Any restrictions on work hours?

ANSWER: Work should be limited to the hours of 7am-5pm unless technical needs dictate otherwise. Deviations from these hours can be accommodated in consultation with the County and the Tautrim site landowner.

Question #22

Can Frac Tanks be placed at the Tautrim Site (need four 500 barrel/21,000 gallons for N2 purge)?

ANSWER: The original de-inventory was completed without the use of Frac tanks. The existing water should be displaced directly to vacuum trucks.

Question #23

Are there any lateral lines connected to Line 96? If so, are the valves at these locations functioning and closed?

ANSWER: No lateral lines are connected to this pipeline.

Question #24

Are there any access issues that need to be addressed for us to work at the pipeline ends? Insurance requirements, access agreements, etc.?

ANSWER: The County will arrange for access to all work areas including the terminal ends of the line. All contractors should have adequate insurance for their respective tasks.

Question #25

Are there any other locations for the insertion of a pig other than the two end points?

ANSWER: No.

Question #26

How many trucks will Santa Barbara County allow to be used per day for the hauling of the water/oil/bactericide/corrosion inhibitor liquid

ANSWER: Between 5 and 12 vacuum trucks (70 barrels capacity) per day were loaded in the original de-inventory and a similar number of trucks per day are expected to be used for the current project. There should not be a need for a significantly greater number of trucks. Due to the low number of trucks used, we do not anticipate a cap on the daily number as truck trips will be limited by the time it takes to fill them up. The pipeline contains about 1,700 bbls of water, about twenty-five (25), 70 barrels capacity vacuum truck trips. This includes the piping connecting from the loading pump, P-203 and the pipeline.

Question #27

Has the material currently within the line been sampled or profiled for disposal? Should we assume that it is RCRA-Haz waste or not? What percentage of the liquid is estimated to be oil?

ANSWER: There could be traces of oil present in the pipeline. The pipeline was flushed with water, clean to a naked eye. No testing has been conducted.

Question #28

The "Line 96 Deinventory Project Summary" states that the line is 8.4 miles. The County prepared Request for Qualifications #819000 states "approximately 9 miles". Which is it?

ANSWER: The line is approximately 8.5 miles in length (confirmed with the Project EIR).

Question #29

Page 4 of the 819000_Attachment_1_-_Abandonment_Request_Letter_Venoco_Line_5-6-21.pdf is not legible. Can you please provide a cleaner copy?

ANSWER: Page 4 of Attachment 1 is included in error. It is simply a copy of page 3 of attachment 1 but in a reverser mirror image. Please disregard.

Question #30

Are there any requirements for biological surveys or monitoring associated with this work?

ANSWER: The County will contract with Storrer Environmental Services (SES) for all environmental monitoring requirements. Environmental monitoring is not needed as part of any bids responding to this RFQ.

Question #31

Will the County of Santa Barbara require the winning bidder to obtain any permits to conduct this work? If so, what permits are anticipated to be required?

ANSWER: Responders to the RFQ will not be responsible for obtaining land use permits to conduct the work. It is possible that responders will need to obtain an encroachment permit but this will be facilitated by the County and minimal effort on the part of responders will be needed.

Question #32

Will there be a bidwalk to allow for the inspection of the terrain and pipeline at both ends? If so, when?

ANSWER: There is no scheduled bidwalk at this time. The county currently does not have access to the locations where the pipe would be blinded because these areas are located on private land. Pictures depicting the westernmost portion of the pipeline are located in the 2017 Venoco Line 96 Purge Report. This site is readily accessible from Calle Real. The eastern terminus of Line 96 is located within the Ellwood Onshore Facility which is currently operated by Beacon West. The site is easily accessible from Hollister Road.

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **Five Hundred Eighty-Two Thousand and Four Hundred Dollars (\$582,400.00)**. See **EXHIBIT A-1** for a complete breakdown of expenses.
- B. Extra Work required to complete the project may be authorized only if CONTRACTOR receives written approval by the COUNTY's designated representative as identified in Paragraph 1 of the Agreement.
- C. Payment for services and /or reimbursement of costs shall be made monthly as invoiced showing labor and expenses incurred with final invoice comprising no less than 10% of contract value paid upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A-1** as determined by COUNTY.
- D. Following substantial completion of CONTRACTOR's services, CONTRACTOR shall notify COUNTY in writing that the work will be ready for final inspection on a definite date. Notice shall be given at least five (5) days in advance of said date. COUNTY may contact the Office of the State Fire Marshall (OSFM), in its sole discretion, to coordinate a final inspection of CONTRACTOR's work. Final inspection shall occur within CONTRACTOR's normal course of work and shall not require a separate field visit.
- E. Prior to CONTRACTOR's invoice for payment, CONTRACTOR shall submit an affidavit that all payrolls, bills for materials and equipment and other indebtedness connected with the work for which COUNTY might in any way be responsible, will be paid on normal payroll schedule or on a net 30 basis upon receipt of an approved invoice from vendor or subcontractor.
- F. CONTRACTOR shall submit to COUNTY an invoice for service performed over the period specified, clearly identifying the tasks performed including the percentage complete of each task correlated to the Scope of Work Matrix. These invoices must reference the assigned Contract Number. COUNTY shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims form CONTRACTOR.
- G. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.
- H. 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 General Services, Capital Projects Office, 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>. CONTRACTOR shall post applicable prevailing wage rates at each job site.

EXHIBIT C

Indemnification and Insurance Requirements

INDEMNIFICATION

A. Indemnification pertaining to other than Design Professional Services:

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 gross negligence, recklessness, or willful misconduct of CONTRACTOR. CONTRACTOR's indemnification includes any costs or expenses (including but not limited to reasonable attorneys' fees) incurred by COUNTY on account of any such claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation does not apply to the COUNTY's sole negligence, active negligence or willful misconduct.

B. Indemnification pertaining to Design Professional Services:

CONTRACTOR agrees to fully indemnify and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, suits damages, costs, expenses, judgments and/or liabilities that arise out of, or pertain to, or relate to the gross negligence, recklessness, or willful misconduct of the CONTRACTOR and its employees, subcontractors, or agents in the performance of services under this Agreement but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the COUNTY. The indemnity includes the cost to defend COUNTY to the extent of the CONTRACTOR's proportionate percentage of fault. Should one (or more) defendants be unable to pay its share of the defense costs due to bankruptcy or dissolution of the business, CONTRACTOR shall meet and confer with other parties regarding unpaid defense costs and CONTRACTOR shall pay County's cost of defense to the fullest extent permitted by law.

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, its agents, representatives, employees or subcontractors.

A. Minimum Scope 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 \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 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. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 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 grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless

of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

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