

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 **Pacific Petroleum California, Inc.** at 1615 East Betteravia Road, Santa Maria CA 93454 (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**

Cathleen Garnand at phone number (805) 568-3561 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. John Hochleutner at phone number (805) 925-1947 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: Walter Rubalcava, Deputy Director Public Works, 130 E. Victoria Street, STE 200, Santa Barbara, CA 93101 FAX: (805) 568-3434

To CONTRACTOR: Mr. John Hochleutner, P.O. Box 2646, Orcutt CA 93457 FAX: (805)925-0884

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 January 1, 2023 and end performance upon completion, but no later than June 30, 2023 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

- A. 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.
- B. This certification is a material representation of fact relied upon by COUNTY. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the California Governor's Office of Emergency Services and COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- C. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- D. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- E. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. MANDATORY DISCLOSURE

CONTRACTOR must disclose, in a timely manner, in writing to the COUNTY all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. CONTRACTOR is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at www.sam.gov. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321.)

10. 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.

11. 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.

12. 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.

13. 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.

14. USE OF U.S. DEPARTMENT OF HOMELAND SECURITY (DHS) LOGO

CONTRACTOR shall not use the seal(s), logos, crests, or reproductions of flags or likenesses of any Federal Agency without specific pre-approval.

15. 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.

16. 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.

17. ACCESS TO RECORDS

The following access to records requirements apply to this Agreement:

- A. CONTRACTOR agrees to provide COUNTY, the California Governor's Office of Emergency Services, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

18. INDEMNIFICATION AND INSURANCE

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

19. 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.

20. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, CONTRACTOR agrees as follows:

- A. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. 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. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR'S commitments under

this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of CONTRACTOR'S noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

21. 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.

22. NO 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.

23. 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.

24. 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.

25. 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.

26. REMEDIES FOR NONCOMPLIANCE

In the event COUNTY determines, in its sole discretion, that CONTRACTOR is not in compliance with the terms and conditions set forth herein, COUNTY may:

- A. Require payments as reimbursements rather than advance payments;
- B. Withhold authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
- C. Require additional, more detailed financial reports;
- D. Require additional project monitoring;
- E. Requiring CONTRACTOR to obtain technical or management assistance; or
- F. Establish additional prior approvals.

27. 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.

28. TIME IS OF THE ESSENCE

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

29. 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.

30. 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.

31. CHANGES

- A. **Notice.** The primary purpose of this clause is to obtain prompt reporting of COUNTY conduct that CONTRACTOR considers to constitute a change to this contract. Except for changes identified as such in writing and signed by COUNTY, the Contractor shall notify the COUNTY in writing promptly, within five (5) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the

CONTRACTOR regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state

- i. The date, nature, and circumstances of the conduct regarded as a change;
- ii. The name, function, and activity of each Government individual and CONTRACTOR official or employee involved in or knowledgeable about such conduct;
- iii. The identification of any documents and the substance of any oral communication involved in such conduct;
- iv. In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- v. The particular elements of contract performance for which CONTRACTOR may seek an equitable adjustment under this clause, including:
 - What line items have been or may be affected by the alleged change;
 - What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- vi. CONTRACTOR'S estimate of the time by which COUNTY must respond to CONTRACTOR'S notice to minimize cost, delay or disruption of performance.

B. Continued Performance. Following submission of the required notice, CONTRACTOR shall diligently continue performance of this Agreement to the maximum extent possible in accordance with its terms and conditions as construed by the CONTRACTOR.

C. COUNTY Response. COUNTY shall promptly, within ten (10) calendar days after receipt of notice, respond to the notice in writing. In responding, COUNTY shall either --

- i. Confirm that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance;
- ii. Countermand any communication regarded as a change;
- iii. Deny that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance; or
- iv. In the event the Contractor's notice information is inadequate to make a decision, advise CONTRACTOR what additional information is required, and establish the date by which it should be furnished and the date thereafter by which COUNTY will respond.

D. Equitable Adjustments.

- i. If the COUNTY confirms that COUNTY conduct effected a change as alleged by the CONTRACTOR, and the conduct causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this

Agreement, whether changed or not changed by such conduct, an equitable adjustment shall be made --

- In the contract price or delivery schedule or both; and
 - In such other provisions of the Agreement as may be affected.
- ii. The Agreement shall be modified in writing accordingly. The equitable adjustment shall not include increased costs or time extensions for delay resulting from CONTRACTOR'S failure to provide notice or to continue performance as provided herein.

32. 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.

33. 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.

34. COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund this Agreement. CONTRACTOR will only use FEMA funds as authorized herein. CONTRACTOR will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

CONTRACTOR shall file the required certification in EXHIBIT D. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

41. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- A. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (A) of this section CONTRACTOR and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.
- C. **Withholding for unpaid wages and liquidated damages.** COUNTY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

- D. **Subcontracts.** CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

42. CLEAN AIR ACT

- A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. CONTRACTOR agrees to report each violation to the California Environmental Protection Agency and understands and agrees that the California Environmental Protection Agency will, in turn, report each violation as required to assure notification to the COUNTY, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

43. FEDERAL WATER POLLUTION CONTROL ACT

- A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. CONTRACTOR agrees to report each violation to the California State Water Resources Control Board and understands and agrees that the California State Water Resources Control Board will, in turn, report each violation as required to assure notification to the COUNTY, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

44. PROCUREMENT OF RECOVERED MATERIALS

- A. In the performance of this Agreement, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

45. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the Agreement.

46. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR’S actions pertaining to this Agreement.

Agreement for Services of Independent Contractor between **County of Santa Barbara** and **Pacific Petroleum California, Inc.**

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

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____
Das Williams, Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Scott D. McGolpin
Public Works Director

By: _____

CONTRACTOR:

Pacific Petroleum California, Inc.

By: _____
Authorized Representative

Name: _____

Title: _____

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Deputy

APPROVED AS TO FORM:

Greg Milligan, ARM

Risk Manager

By:

Risk Management

EXHIBIT A

STATEMENT OF WORK

The work provided by this agreement will consist of the emergency response, cleanup and abatement, removal of wastes, minor systems maintenance, minor excavation and slope protection, use of equipment such as backhoes and skip loaders, pumping, hauling and trucking materials, 24-hour emergency response if-needed, and protection of Toro Creek. Details of work completed are shown in quote below. Additional work will be authorized as-needed at the direction of the County of Santa Barbara or Incident Command. Additional work will be billed on a time and material basis based on the rates provided in Attachment B1.

Quote

Date 1/3/2023 *
Quote # 23-085-1535

**expires after 30 days*

Customer
County of Santa Barbara
Cathleen Garnard
cgarnan@countyofsb.org

Project
Location Toro Creek
PO/AFE

Description	Qty	Rate	Total
x10 Pick- up x 4 days	540	30.00	16,200.00
x7 Stake Bed x 4 days	378	55.00	20,790.00
x2 Vacuum Truck # - Bare Equipment x4 days	96	55.00	5,280.00
x2 Roll Off Truck - Bare Equipment x 4 days	48	70.00	3,360.00
Energy Surcharge		7,757.10	7,757.10
Project Control x 4 days	16	147.00	2,352.00
Supervisor - Warehouse x 4 days	16	102.00	1,632.00
x4 Haz-Supervisor Travel time x 4 days	32	102.00	3,264.00
x4 Haz-Supervisor - PW x 4 days	96	124.79	11,979.84
x4 Haz-Supervisor - Overtime - PW x 4 days	64	164.86	10,551.04
x4 Haz-Supervisor - Double Time - PW x 4 days	16	204.93	3,278.88
Haz-Technician - Travel time x 4 days	8	92.00	736.00
Haz- Technician - PW x 4 days	24	119.29	2,862.96
Haz -Technician - Overtime - PW x days	16	156.60	2,505.60
Haz -Technician - Double Time - PW x 4days	4	193.92	775.68
x 35 Haz Mat Labor - Travel time x 4 days	280	64.00	17,920.00
x 35 Haz-Mat Labor - PW x 4 days	840	119.29	100,203.60
x 35 Haz Mat Labor - Overtime - PW x 4days	560	156.60	87,696.00
x35 Haz- Mat Labor - Double Time - PW x 4 days	140	193.92	27,148.80
x3 CDL Truck Driver - Travel time x 4 days	24	70.00	1,680.00
x2 Vacuum Truck CDL Truck Driver - PW x 4 days	48	152.07	7,299.36
x2 Vacuum Truck CDL Truck Driver - Overtime - PW x 4 days	32	201.63	6,452.16
x1 ROT CDL Truck Driver - PW x 4 days	32	151.83	4,858.56
x6 Per diem x 4 days	24	250.00	6,000.00

Signature

Total

Phone # (805) 925-1947

E-mail Operations@PPCinc.biz

Fax # (805) 925-0884



Quote

Date 1/3/2023 *
Quote # 23-085-1535

**expires after 30 days*

Customer
 County of Santa Barbara
 Cathleen Garnard
 cgarnan@countyofsb.org

Project
Location Toro Creek
PO/AFE

Description	Qty	Rate	Total
Roll Off Bin - 20 Yard Rental: Daily \$30.00 x 3=\$90.00	30	90.00	2,700.00
Portable Restroom Double trailer Rental: Daily \$11.00	4	11.00	44.00
x6 Vacuum Hose - 3" x 20' Rental: Daily \$30.00 x6 = \$180.00	4	180.00	720.00
x4 Light Tower Rental: Daily \$100.00 x 4 =\$400.00	4	400.00	1,600.00
Portable Storage Tank	30	35.00	1,050.00
Emergency Response Trailer	4	250.00	1,000.00T
4 days supplies			
Booties	280	12.95	3,626.00T
Nitrile Gloves (Box)	20	35.00	700.00T
Tyvek Suit	180	28.00	5,040.00T
Absorbent Boom Bundle	156	176.00	27,456.00T
Absorbent Pad (Oil Only Heavy Weight / 100 ct Bag)	156	114.00	17,784.00T
4mil Trash Bag (Box)	60	60.00	3,600.00T
20 x 30 4 Mil Clear Poly Bags (Each)	1,360	3.00	4,080.00T
Citrisolve	4	79.00	316.00T
Box of Rags	4	115.00	460.00T
3 ROB disposal and transportation (Estimate)	1	11,000.00	11,000.00

Signature

Total

Phone # (805) 925-1947

E-mail Operations@PPCinc.biz

Fax # (805) 925-0884



Quote

Date 1/3/2023 *
Quote # 23-085-1535

**expires after 30 days*

Customer
 County of Santa Barbara
 Cathleen Garnard
 cgarnan@countyofsb.org

Project
Location Toro Creek
PO/AFE

Description	Qty	Rate	Total
300 BBL Disposal and transportation (Estimate)	1	21,000.00	21,000.00
Confined Space cleaning crew for PST (Estimate)	1	5,000.00	5,000.00
<p>This quote is for the project described above. It does not include, after hour charges if incurred, unforeseen price increases for transportation due to traffic, site conditions and waiting time at project sites or disposal facilities. This disposal cost will vary and may include energy surcharges, environmental charges, taxes and washouts. Should any problems arise with the project, additional labor hours, overtime, double time and materials may be required. All Pacific Petroleum's equipment will be returned in the condition that it was delivered to customer. ***Should you have any questions or require any additional information please do not hesitate to contact John Hochleutner at 805-260-5000 cellular. We greatly appreciate the opportunity to work with you on this project.***</p>			
County of Santa Barbara Sales Tax (7.75%)		7.75%	4,964.81

Signature _____

Total \$464,724.39

Phone # (805) 925-1947 **E-mail** Operations@PPCinc.biz **Fax #** (805) 925-0884

EXHIBIT B
PAYMENT ARRANGEMENTS
Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, up to but not to exceed **\$ 592,724**.
- 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 at the same rate per unit as defined in **Attachment B1**. The total amount of this contingency fund is 10% of the agreement amount or **\$59,272**.
- 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** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1** (Schedule of Fees). Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- D. **Monthly**, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **Attachment B1** 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 from 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.
- F. CONTRACTOR shall comply with the California Labor Code, including but not limited to the payment of prevailing wage when required. The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are on file at the office of the County of Santa Barbara, 130 E. Victoria Street, Suite 200, 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 website at <http://www.dir.ca.gov/dlsr/pwd>.

ATTACHMENT B1



24 Hour Emergency Response

Operations@PPCinc.biz

January-23

TRUCKS

3 AXEL TRUCKS	includes CLASS A DRIVER	OT	DT
3 AXLE TRACTOR	125.00	35.00	70.00
HEAVY HAULER	160.00	35.00	70.00
VERTICAL TANK WINCH TRUCK	155.00	35.00	70.00
WINCH TRUCK	145.00	35.00	70.00
CRANES	includes OPERATOR IV (master)	OT	DT
STINGER CRANE - 17 - 22 TON	166.00	40.00	80.00
STINGER CRANE - 30 TON	190.00	40.00	80.00
STINGER CRANE - 40 TON	268.00	40.00	80.00
STINGER CRANE - 55 TON	320.00	40.00	80.00
RIGGER	50.00	75.00	100.00
DIRT TRUCKS	includes CLASS A DRIVER	OT	DT
10 WHEELER DEMO DUMP	145.00	35.00	70.00
10 WHEELER DUMP TRUCK	130.00	35.00	70.00
DOUBLE BOTTOM DUMP	135.00	35.00	70.00
SEMI BOTTOM DUMP	135.00	35.00	70.00
SEMI END DUMP - DEMO	155.00	35.00	70.00
SEMI END DUMP - MATERIAL	160.00	35.00	70.00
TRANSFER	145.00	35.00	70.00
FLAT BEDS	includes CLASS A DRIVER	OT	DT
DROP DECK	140.00	35.00	70.00
FLAT BED	140.00	35.00	70.00
LOW-BED	155.00	35.00	70.00
TILT BED	155.00	35.00	70.00
HYDRO & INDUSTRIAL AIR MOVER VACTOR TRUCKS	includes OPERATOR IV (master)	OT	DT
HYDRO EXCAVATOR	310.00	40.00	80.00
INDUSTRIAL AIR MOVER (vactor truck w/ hyd boom & side delivery)	265.00	40.00	80.00
JETTER	320.00	40.00	80.00
LIQUID RING PUMP - IAM.	265.00	40.00	80.00
OTHER TRAILERS	includes CLASS A DRIVER	OT	DT
DRY VAN	135.00	35.00	70.00
PNEUMATIC DRY BULK SALT (1,050' cubic capacity)	125.00	35.00	70.00
ROLL OFF TRUCKS	includes CLASS A DRIVER	OT	DT
ROLL-OFF TRUCK	140.00	35.00	70.00
ROLL-OFF TRUCK & TRAILER	155.00	35.00	70.00
SEMI ROLL-OFF TRAILER	160.00	35.00	70.00
VACUUM TRUCKS	includes CLASS A DRIVER	OT	DT
70 BBL *	125.00	35.00	70.00
70 SUPER BBL	140.00	35.00	70.00
120 BBL *	135.00	35.00	70.00
120 SUPER BBL	150.00	35.00	70.00
130 BBL	145.00	35.00	70.00
STAINLESS STEEL VACUUM TANK 70BBL *	155.00	35.00	70.00
STAINLESS STEEL VACUUM TANK 120BBL *	165.00	35.00	70.00
*WITH ROPER (additional hourly fee)	25.00		
CRUDE OIL TANKER	130.00	35.00	70.00



WATER DELIVERY	includes CLASS A DRIVER	OT	DT
WATER TRUCK (4,000 gal)	140.00	35.00	70.00
WATER TRAILER (Potable Stainless Steel)	115.00		
POTABLE WATER TRAILER - 500 GAL	Black 15.00		
WATER TRAILER (buffalo)	85.00		

ADDITIONAL TRUCKS

	Equip hourly	ST	OT	DT
2 WD & 4 WD PICKUPS	45.00			
PILOT TRUCK (includes signage & flags)	95.00			
SERVICE TRUCK	90.00			
STAKE BED	55.00			
LUBE	Equip hourly			
LUBE/BUCKET TRUCK (Includes lube tech) (requires +/- ASSISTANT I)	65.00	requires LUBE TECHNICIAN +/- ASSISTANT I		
LUBE TECHNICIAN		50.00	75.00	100.00
LUBE TECHNICIAN ASSISTANT I		48.50	72.75	97.00
MECHANIC	Equip hourly			
MECHANIC TRUCK (Includes mechanic) (requires +/- ASSISTANT II)	60.00	requires MECHANIC +/- ASSISTANT II		
MECHANIC		100.00	150.00	200.00
MECHANIC ASSISTANT II		50.00	75.00	100.00
PIPELINE	Equip hourly			
PIPELINE TRUCK	55.00	requires PIPELINE TECHNICIAN +/- ASSISTANT I		
PIPELINE TECHNICIAN		60.00	90.00	120.00
PIPELINE MAINTENANCE TECH		48.50	72.75	97.00
WELDER	Equip hourly			
WELDER TRUCK (Includes welder - certified)	60.00	requires WELDER +/- ASSISTANT I +/- FIRE WATCH		
WELDER - CERTIFIED		95.00	142.50	190.00
WELDER ASSISTANT I		48.50	72.75	97.00
FIRE WATCH		50.00	75.00	100.00

LABOR

CASING JACK		ST	OT	DT
CASING JACK SYSTEM WITH EQUIPMENT (up to 12 hrs)	POR	.....	.....	.....
CASING JACK OPERATOR		110.00	165.00	220.00
CASING JACK OPERATOR ASSISTANT II		50.00	75.00	100.00
HAZARDOUS				
TECHNICIAN - HAZ (analytical sampling)		90.00	135.00	180.00
SUPERVISOR - HAZ		100.00	150.00	200.00
LABORS & OPERATORS				
ADMINISTRATIVE CLERK		60.00	90.00	120.00
ASSISTANT I		48.50	72.75	97.00
ASSISTANT II		50.00	75.00	100.00
CDL TRUCK DRIVER		70.00	105.00	140.00
HAZ MAT LABORER		62.00	93.00	124.00
LABOR / ROUSTABOUT I		45.00	67.50	90.00
LABOR / ROUSTABOUT II		50.00	75.00	100.00
LABOR / ROUSTABOUT III		55.00	82.50	110.00
OPERATOR I		67.00	100.50	134.00
OPERATOR II		70.50	105.75	141.00
OPERATOR III		73.50	110.25	147.00
OPERATOR IV (master)		80.00	120.00	160.00
OPERATOR ASSISTANT		60.00	90.00	120.00
PUMPER OPERATOR		56.50	84.75	113.00



SUPERVISION			
	ST	OT	DT
CONSTRUCTION FIELD REP	110.00	165.00	220.00
FOREMAN	90.00	135.00	180.00
PROJECT MANAGER / COMPLIANCE OFFICER	145.00	217.50	290.00
SUPERVISOR	100.00	150.00	200.00
CONFINED SPACE			
	ST	OT	DT
ATTENDANT	48.00	72.00	96.00
ENTRANT	50.00	75.00	100.00
RESCUE	73.00	109.50	146.00
CONFINED SPACE EQUIPMENT			
	Hourly	Daily	
4 WAY GAS MONITOR		60.00	
ACID SUIT	POR	.....	.....
AIR TRAILER	100.00		
BENZENE MONITOR		500.00	
DAVIT SYSTEM		100.00	
FACE SHIELD		15.00	
FID/PID AIR MONITOR		500.00	
GPS TRIMBLE UNIT		100.00	
GPS UNIT (HANDHELD)		30.00	
MARKSON TEMP		25.00	
MSA FULL FACE MASK	POR	.....	.....
OVA AIR MONITOR		75.00	
OVC CARTRIDGE	POR	.....	.....
PERSONAL H2S MONITOR		25.00	
PH METER		50.00	
PH STRIPS	POR	.....	.....
PID AIR MONITOR		100.00	
PVC BOOTS (Pair)	POR	.....	.....
PVC YELLOW BOOT COVERS (Pair)	POR	.....	.....
RECHARGE AIR BOTTLE	POR	.....	.....
RESCUE GEAR		250.00	
SCBA AIR LINE (Additional for Line Length & Refill)		75.00	
SCBA BACK PACK (Additional for Refill)		110.00	
TYVEK SUIT	POR	.....	.....
TRAFFIC CONTROL & EQUIPMENT			
	ST	OT	DT
FLAGGER	50.00	75.00	100.00
A-FRAME SIGNAGE	8.00	EACH	
CONES / DELINEATORS	2.50	EACH	
MESSAGE BOARD	160.00	1,120.00	4,800.00

HEAVY EQUIPMENT

BARE EQUIPMENT

BACKHOES (Require Operator III)		Hourly
BACKHOE - JD 310		46.50
BACKHOE - JD 410		51.50
BACKHOE W/ BREAKER		111.50
LOADERS (Require Operator IV (Master))		Hourly
FRONT END LOADER - 950		125.00
FRONT END LOADER - 966		156.50
GRADERS (Require Operator IV (Master))		Hourly
MOTOR GRADER		156.50



COMPACTORS & ROLLERS (Require Operator I)		Hourly	Daily
COMPACTOR - VIBRATORY PLATE			200.00
COMPACTOR - WACKER STYLE			200.00
COMPACTOR - POWDER PUFF/ PRECISION			100.00
ROLLER 1 TON	80.00		
ROLLER 3 TON	90.00		
ROLLER 5 TON	100.00		
ROLLER 8 TON	115.00		
ROLLER 11 TON	121.50		
ROLLER 25" (Walk behind)			190.00
ROLLER 32" (Trench)			385.00

**additional hourly Operator rates will apply on all Heavy Equipment*

DOZERS (Require Operator IV (Master))		Hourly	Daily
SMALL DOZER - CAT D3	81.50		
SMALL DOZER - CAT D4	101.50		
SMALL DOZER - CAT D5	121.50		
MEDIUM DOZER - CAT D6	136.50		
MEDIUM DOZER - CAT D7	166.50		
LARGE DOZER - CAT D8	206.50		

EXCAVATORS (Require Operator II)		Hourly	Daily
MINI EXCAVATOR - 305E (EX-02 & EX-03)	56.50		
EXCAVATOR - CAT 315 (EX-10)	81.50		
EXCAVATOR - CAT 320 (EX-20)	101.50		
EXCAVATOR - CAT 329 (EX-21)	146.50		

FORKLIFTS (Require Operator I)		Hourly	Daily
FORKLIFT - 8,000	50.00		
FORKLIFT - 10,000	56.50		
FORKLIFT - 20,000	120.00		
FORKLIFT - 30,000	180.00		
FORKLIFT - ROLL OFF BIN			50.00

MINI HYDRO EXCAVATORS (Require Operator IV (Master))		Hourly	Daily
HYDRO EXCAVATOR - TOW BEHIND (DITCH WITCH - 30/500)			500.00
HYDRO EXCAVATOR - TOW BEHIND (DITCH WITCH - 30/800)			650.00

SKID STEER / SKIP & DRAG (Require Operator II)		Hourly	Daily
SKID STEER - 289D (SS-01, SS-02)	61.50		
SKID STEER - 299E (SS-03)	81.50		
SKID STEER - (Attachments - Auger/ Broom / Mower / Trencher)			350.00
SKID STEER - (Replacement Broom Bristles, Teeth & Cutters)	POR		.....
SKIP & DRAG	46.50		372.00

RENTAL EQUIPMENT

AIR COMPRESSORS		Hourly	Daily
AIR COMPRESSOR - 160-185 CFM			150.00
AIR COMPRESSOR - 375-385 CFM			185.00
AIR COMPRESSOR PNEUMATIC HOSE			25.00

BLASTERS / WASHERS		Hourly	Daily
EXPLOSION PROOF PRESSURE WASHER - MINI			75.00
EXPLOSION PROOF PRESSURE WASHER - HOT & COLD			135.00
HIGH PRESSURE WASHER OR STEAMER	125.00		
HYDRO BLASTER - 20K	135.00		
HYDRO BLASTER - 40K	150.00		
BADGER - 2" 10-20K			350.00



BANSHEE - 10-40K		250.00
BARRACUDA - 10-40K		250.00
BEETLE - 10-20K		350.00
BJV - 10-20K		500.00
DUMP GUN - 15K, 20K, 40K		100.00
FOOT VALVE - 15K, 20K, 40K		100.00
LANCING TOOL - 3D		500.00
RAPTOR - 10-20K		400.00
THERMOPLASTIC FLEX LANCE - 20-40K (per 50')	POR	.....
THERMOPLASTIC HOSE - 20-40K (per 50')	POR	.....
TORUS - 10-20K		750.00

CARBON	Hourly	Daily
CARBON CANISTERS - ONE (on trailer)		400.00
CARBON CANISTERS - TWO 1100 LB (on trailer)		500.00
CARBON DRUM CANISTER - 55 GAL DRUM		30.00
CARBON DRUM CANISTER - 65 GAL DRUM		40.00
CARBON DRUM CANISTER - W/ TRAILER		350.00
CYCLONE ATTACHMENT (removing spent/used carbon)		500.00
CARBON EXCHANGED (replenish spent / used carbon)	POR	.....

CIRCULATION PITS	Tier I Daily	Tier II after >8 Hours
CIRCULATION PIT - SMALL	1,350.00	2,700.00
CIRCULATION PIT - LARGE	1,800.00	3,600.00
CIRCULATION PIT - STANDBY RATE	900.00	

CONTAINMENTS	Daily
CONTAINMENT / SPILL GUARD - 5'	5.00
CONTAINMENT / SPILL GUARD - 10'	10.00
CONTAINMENT / SPILL GUARD - 12'	12.00
CONTAINMENT / SPILL GUARD - 15'	15.00
CONTAINMENT / SPILL GUARD - 20'	20.00
CONTAINMENT / SPILL GUARD - 22'-50'	22.00
CONTAINMENT / SPILL GUARD - CUSTOM. BY THE LENGTH "ONLY"	PER FOOT 1.00

DEMOLITION / RESURFACING	Hourly	Daily
CONCRETE GRINDER		250.00
CONCRETE CHAIN SAW PNEUMATIC		400.00
CONCRETE CORING MACHINE (2" - 12")		180.00
CONCRETE BIT - REPLACEMENT BLADE	POR	.....
CONCRETE SAW - WALK BEHIND		400.00
CONCRETE SAW - SELF PROPELLED		450.00
CONCRETE SAW - REPLACEMENT BLADES (10" - 36")	POR	.....
LINEAR FOOTAGE CHARGE (\$1.15 PER FOOT)		.....
HOT SAW - HAND HELD		125.00
HOT SAW - REPLACEMENT BLADES (10" - 16")	POR	.....
LINEAR FOOTAGE CHARGE (\$1.15 PER FOOT)		.....
JACK HAMMER - 30 LB		55.00
JACK HAMMER - 60 LB		70.00
JACK HAMMER - 90 LB		90.00
JACK HAMMER - 120 LB		120.00
ROTARY HAMMER - ELECTRIC		200.00



FANS	Hourly	Daily	
FAN - BLOWER		100.00	
FAN - CIRCULATING (800 CFM)		225.00	
FAN - EXPLOSION PROOF		115.00	
FAN - HIGH VELOCITY		100.00	
FAN - PNEUMATIC		110.00	
FAN - TRENCHING		100.00	
FENCING		Daily	
FENCING PANEL - 6 x12" CHAIN LINK		2.00	
FENCING PANEL - 6 x12" WITH PRIVACY SCREEN		4.00	
GENERATORS	Tier I Hourly	Tier II after >8 Hours	
GENERATOR (2kw - 14.4kw)	95.00	190.00	
GENERATOR (21kw/37kva)	100.00	200.00	
GENERATOR (26kw/45kva)	110.00	220.00	
GENERATOR (40kw/70kva)	165.00	330.00	
GENERATOR (58kw/100kva)	240.00	480.00	
GENERATOR (87kw/150kva)	358.00	716.00	
GENERATOR (144kw/180kva)	480.00	960.00	
GENERATOR (176kw/220kva)	482.00	964.00	
ELECTRICAL COMPONET PARTS (Cable, Plugs Etc.)	POR		
ENVIRONMENTAL FEE (1.5% Percent of total rental only)		1.5%	
CA HEAVY EQUIPMENT RENTAL TAX (.75% Percent of total rental only)		.75%	
HOSES		Daily	
CHEMICAL HOSE (1" x 20')		30.00	
CHEMICAL HOSE (2" x 20')		40.00	
CHEMICAL HOSE (3" x 20')		60.00	
VACUUM HOSE (2" x 20')		20.00	
VACUUM HOSE (3" x 20')		30.00	
VACUUM HOSE (4" x 20')		40.00	
VACUUM HOSE (6" x 20')		80.00	
HIGH PRESSURE HOSE (with hammer unions)	POR	.....
HYDRO EXCAVATOR / IAM. HOSE	PER FOOT	3.75	
HYDRO EXCAVATOR / IAM. HOSE TAPE	PER ROLL	16.32	
LIGHTING		Daily	
GLOBUG WITH GENERATOR		150.00	
GLOBUG WITHOUT GENERATOR		100.00	
LIGHT - EXPLOSION PROOF		100.00	
LIGHT - TRI-POD		100.00	
LIGHT TOWER		100.00	
LIGHT TOWER BALLOON		105.00	
LIGHT TOWER ELECTRIC		90.00	
LINE LOCATING	Hourly	Daily	
FUSION MACHINE (HDPE)		200.00	
GPR (GROUND PENETRATING RADAR)	200.00		
LINE LOCATOR		500.00	
MAGNETIC LOCATOR		75.00	
OFFICE / HOUSE / STORAGE TRAILERS	Hourly	Daily	Monthly
MOBILE OFFICE TRAILER		20.00	600.00
MOBILE OFFICE TRAILER - 20' (ground level)		16.67	500.00
MOBILE OFFICE TRAILER - 40' (ground level)		21.67	650.00
HOUSE TRAILER (Includes gray water tank & propane, additional for refills)		100.00	
REFILL WATER & PROPANE	POR	.....	.....



STORAGE BOX - 20'	11.67	350.00
STORAGE BOX - 20' OFFSHORE (with shelving)	16.67	500.00
STORAGE BOX - 40'	16.67	500.00

PIPE	Hourly	Daily
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BEVELING MACHINE - 4"-8"		200.00	
BEVELING MACHINE - 10"-12"		240.00	
BEVELING MACHINE - 8"-14"		280.00	
BEVELING MACHINE - 14"-20"		300.00	
BEVELING MACHINE - 24"		350.00	
COLD CUTTER - 2"-4"		29.00	
COLD CUTTER - 4"-6"		59.00	
COLD CUTTER - 6"-8"		110.00	
COLD CUTTER - 8"-12"		150.00	
COLD CUTTER - 12"-14"		200.00	
COLD CUTTER - 16"-18"		250.00	
COLD CUTTER - 20"		350.00	
COLD CUTTER - 24"		450.00	
COLD CUTTER - 32"		500.00	
COLD CUTTER - REPLACEMENT WHEEL	POR		
COMPOSITE CRIBBING		10.00	EACH
THREADER - 1/2"-2" PIPE HAND HELD		100.00	
THREADER - 1/2"-4" PIPE ELECTRIC		150.00	
FLANGE ALIGNMENT PINS	SET	350.00	EACH
FLANGE SPREADER		500.00	
HOLIDAY DETECTOR		175.00	
HOLIDAY VOLTAGE VERIFIER		25.00	
HOT TAP MACHINE ELECTRIC 1" - 2"		250.00	
HOT TAP MACHINE SADDLES	POR		
HOT TAP MACHINE PNEUMATIC 1" - 4"	1,400.00		PER HOLE
PIPE ALIGNMENT CLAMPS - 8"		35.00	
PIPE ALIGNMENT CLAMPS - 10"		45.00	
PIPE ALIGNMENT CLAMPS - 12"		60.00	
PIPE ALIGNMENT CLAMPS - 20"		65.00	
PIPE ALIGNMENT CLAMPS - 24"		75.00	
SANDBLASTER		300.00	
SHORING - BONDED PLYWOOD	5.00		EACH
SHORING - ALUMINUM BOX		300.00	
SHORING - SINGLE		20.00	
SHORING - PUMP		25.00	
TORQUE WRENCH (electric)		200.00	
TORQUE WRENCH (hand held)		200.00	

PUMPS	Minumum	Day	Week	Month
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AIR DIAPHRAGM PUMP - 1"	75.00	75.00	375.00	1,125.00
AIR DIAPHRAGM PUMP - 2"	100.00	100.00	500.00	1,500.00
AIR DIAPHRAGM PUMP - 3"	125.00	125.00	625.00	1,875.00
PORTABLE CENTRIFUGAL PUMP - 3" (360 GPMM/230 PSIM)	55.00	55.00	275.00	825.00
PORTABLE CENTRIFUGAL PUMP - 6" (500 GPMM/190 PSIM)	60.00	60.00	300.00	900.00
PORTABLE SUMP - 10'-20'	75.00	75.00	375.00	1,125.00
PORTABLE SUMP - 30'-40'	85.00	85.00	425.00	1,275.00
PORTABLE TRIPLEX PUMP (1 BBLM/1200 PSIM)	100.00	100.00	500.00	1,500.00
PORTABLE TRIPLEX PUMP (1.5 BBLM/1200 PSIM)	125.00	125.00	625.00	1,875.00
PORTABLE TRIPLEX PUMP (3 BBLM/1500 PSIM)	150.00	150.00	750.00	2,250.00

2,250.00 of 10



PUMPS	Minumum	Day	Week	Month
HIGH VOLUME TRASH PUMP 3"	150.00	150.00	750.00	2,250.00
HIGH VOLUME TRASH PUMP 4"	175.00	175.00	875.00	2,625.00
HIGH VOLUME DIESEL PUMP 4"	200.00	250.00	1,250.00	3,750.00
HIGH VOLUME DIESEL PUMP 6"	250.00	300.00	1,500.00	4,500.00
HIGH VOLUME DIESEL PUMP 8"	325.00	375.00	1,875.00	5,625.00
HYDRO TEST PUMP		200.00	1,000.00	3,000.00
PORTABLE ROTARY GEAR PUMP (152 GPMM/125 PSIM)	45.00	45.00	225.00	675.00
PORTABLE ROTARY GEAR PUMP (225 GPMM/125 PSIM)	50.00	50.00	250.00	750.00
ROLL OFF BOXES		Daily	EFTB = Environmental Flip Top Bin	
ROLL-OFF BOX - 10 YARD		12.00	22.00	
ROLL-OFF BOX - 20 YARD		20.00	30.00	
ROLL-OFF BOX - 30 YARD		23.00	33.00	
ROLL-OFF BOX - 40 YARD		25.00	35.00	
ROLL-OFF BOX - HAZARDOUS WASTE (10-40 yard)		35.00	45.00	
ROLL-OFF BOX - OFF SHORE (with lifting eyes)		30.00	40.00	
SHALE BIN		45.00	55.00	
VACUUM BIN - 20 YARD		45.00	55.00	
VACUUM BIN - 20 YARD / OFF SHORE (with lifting eyes)		55.00	65.00	
SANITATION		Hourly	Daily	
SANITATION TRUCK	85.00			
GRAY WATER TANK (septic)			5.00	
PORTABLE RESTROOM			3.50	
PORTABLE RESTROOM - SINGLE W/ WASH STATION (on wheels)			4.00	
PORTABLE RESTROOM - DOUBLE W/ WASH STATION (on wheels)			7.00	
PORTABLE RESTROOM - OFFSHORE W/ CAGE			8.00	
PORTABLE RESTROOM - HANDICAP			5.00	
PORTABLE RESTROOM - HAND WASH STATION			1.50	
PORTABLE RESTROOM - VIP			250.00	
PORTABLE RESTROOM - SEPTIC DISPOSAL	POR		.....
STEEL PLATING			Daily	
CROSSING PLATE - 2' x 2' (pot hole)			5.00	
CROSSING PLATE - 4' x 8'			8.00	
CROSSING PLATE - 4' x 10'			10.00	
CROSSING PLATE - 4' x 20'			15.00	
CROSSING PLATE - 5' x 8'			10.00	
CROSSING PLATE - 5' x 20'			20.00	
CROSSING PLATE - 8' x 8'			12.00	
CROSSING PLATE - 8' x 10'			15.00	
CROSSING PLATE - 10' x 10'			20.00	
CROSSING RAMP - 8' x 12'			20.00	
RUMBLE STRIP - 8' x 10' (PLASTIC)			15.00	
RUMBLE STRIP - 8' x 10' (STEEL)			18.00	
TANKS		Hourly	Daily	
DE-WATERING TANK			35.00	
MIXING PIT			50.00	
POLY TANK - 750 GAL			8.00	
POLY TANK - 1,000 GAL			12.00	
POLY TANK - 2,500 GAL			25.00	
POLY TANK - 5,000 GAL			30.00	
POLY TANK - 6,500 GAL (double wall)			35.00	
POLY TANK - 10,000 GAL			50.00	



PORTABLE STORAGE TANK (MINI) - 10,000 GAL (MPST)	50.00
PORTABLE STORAGE OPEN TOP TANK - 18,000 GAL (weir tank)	30.00
PORTABLE STORAGE TANK - 21,000 GAL	35.00
PORTABLE STORAGE TANK - MIXING	185.00
PORTABLE STORAGE TANK - W/ STEAM COIL	45.00
VERTICAL TANKS - 400 BBL (slope bottom)	50.00
PORTABLE STORAGE TANK MANIFOLD/HEADER - 4"	30.00
PORTABLE STORAGE TANK MANIFOLD/HEADER - 6"	40.00
PORTABLE STORAGE TANK MANIFOLD/HEADER - 8"	50.00
PORTABLE STORAGE TANK MANIFOLD/HEADER - 10"	60.00
PORTABLE STORAGE VERTICAL TANK MANIFOLD/HEADER	50.00
TRAILERS	Daily
DRY VAN TRAILER RENTAL	100.00
DUMP TRAILER	100.00
EMERGENCY RESPONSE TRAILER	250.00
EQUIPMENT TRAILER	100.00
FLATBED	35.00
FLOATBED	100.00
FUEL TRAILER	35.00
GOOSENECK TRAILER (for pickup)	100.00
POLY TANK TRAILER	105.00
PORTABLE FILTER UNIT - SOCKS (various sizes)	POR
PORTABLE FILTER UNIT TRAILER - QUAD	150.00
SHADE TRAILER (cooling zone)	250.00

ADDITIONAL EQUIPMENT Daily

BACK PACK LEAF BLOWER	75.00
CHAIN SAW (plus consumables)	105.00
POGO MANUAL HAND PUMP (disposable)	25.00
POLE SAW	125.00
WEED WACKER (plus consumables)	85.00
UTV 4 SEAT FOUR WHEEL DRIVE (KUBOTA or POLARIS)	200.00

CONSUMABLES POR = Price On Request

ABSORBENT - 5X10 PETROLEUM BOOMS	POR	PER 4	BUNDLE	.....
ABSORBENT - 17X19 PETROLEUM PADS	POR	PER 100	BUNDLE	.....
ABSORBENT - POM POMS PETROLEUM MOPS	POR		EACH	.....
ABSORBENT - SOLID-A-SORB	POR	25LB	BAG	.....
ABSORBENT - HAZ-MAT PADS	POR	PER 100	BUNDLE	.....
BIOSOL	POR	PER	GALLON	.....
CHEMICAL TOTE	POR	.....	EACH	.....
CITRISOLVE	POR	PER	GALLON	.....
DECON BRUSH	POR	.....	EACH	.....
DE-WATERING BIN FILTER	POR	.....	.....	.....
DRUM - 17H	POR	.....	.....	.....
DRUM - 55 GAL STEEL	POR	.....	.....	.....
DRUM - 85 GAL OVER PACK STEEL	POR	.....	.....	.....
DRUM - 95 GAL OVER PACK POLY	POR	.....	.....	.....
DRUMS - 55 GAL POLY	POR	.....	.....	.....
FRESH WATER	POR	.....	.....	.....
GLOVES - CUT RESISTANT	POR	PER	PAIR
GLOVES - IMPACT	POR	PER	PAIR
GLOVES - LEATHER (labor work)	POR	PER	DOZEN



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GLOVES - NITRILE (tank work)	POR	PER	BOX
GLOVES - PVC (oilfield work)	POR	PER	DOZEN
GLOVES - VITON	POR	PER	PAIR	.....
HANNA PH, EC. TDS, C METER			25.00	
LEVEL A, B, C, ENSEMBLE	POR	.....	.....
LINER - PLASTIC DRUM (6 MIL)	POR	.....	.....	.....
LINER - PLASTIC ROLL OFF BIN	POR	.....	EACH	.....
PALLET	POR	.....	EACH	.....
PLASTIC SHEETING (various sizes)	POR	PER	ROLL	.....
SIMPLE GREEN	POR	PER	GALLON	.....
TYVEK POLY COATED SUIT	POR	.....	EACH	.....

ADDITIONAL CHARGES	Hourly	ST	OT	DT
ADDITIONAL FEE FOR NIGHT SHIFT		1.00	1.50	2.00
ADDITIONAL FEE FOR EMERGENCY RESPONSE		2.00	3.00	4.00
AFTER HOUR CHARGES <i>after 1800 / before 0600 / all weekend hours</i>	10.00			
OBSERVED HOLIDAY CHARGES	25.00			

New Years Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, & Christmas Day

PER DIEM / SUB PAY (VARIES PER CITY, Maximum Lodging plus Meals)

***Straight-time <8hours *Over-time >8hours *Double-time >12hours**

EXCEPTIONS

Non-Exempt Trucking: Rates posted for End Dumps & Semi Bottom Dumps are established & controlled by the Public Utilities Commission

Prevailing Wage: When applicable by law and phase reverts to remediation phase & requires Prevailing Wage.

Disposal Fees: All disposal facility fee's that are billed to PPC will be invoiced to the customer with an Additional 15% surcharge.

Rental Equipment: All equipment rented outside PPC will be invoiced to the customer with an Additional 15% surcharge.

Minimum: All transportation rates are portal to portal, with a 4 hour minimum.

All Equipment: Any equipment required for a projects or jobs will be charged accordingly for loading and unloading.

Fuel Prices: Due to the volatility of the fuel prices in the market place Pacific Petroleum California will try to sustain the current rate sheet prices, but is subject to Change.

State law: The state of California will increase the fuel tax in November 2017. Pacific Petroleum will implement the energy surcharge when this occurs.

All rates are subject to increases

EXHIBIT C

INDEMNIFICATION AND INSURANCE REQUIREMENTS (For Professional Contracts)

INDEMNIFICATION

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

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope 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 no less than \$2,000,000 per occurrence or claim and \$2,000,000 in the 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.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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

Exhibit D

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS
(Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended))**

The undersigned CONTRACTOR certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CONTRACTOR, **Pacific Petroleum California, Inc.**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date