

Master Services Agreement for Services of Independent Contractor by and between the County of Santa Barbara and Pacific Petroleum California, Inc

THIS AGREEMENT ("Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and Pacific Petroleum California, Inc., a California corporation with an address at 1615 East Betteravia Road, Santa Maria, CA 93454 ("CONTRACTOR" and together with COUNTY, collectively, the "Parties" and each a "Party").

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and is willing to perform such services, 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

Rafael Reyez, at phone number 805-568-2692 and email rreyez@countyofsb.org, is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. John Hochleutner, at phone number 805-925-1947 and email: john@ppcinc.biz, is the authorized representative for CONTRACTOR. Changes to a Party's designated representative shall be made only after advance written notice to the other Party.

2. NOTICES

All notices, claims, waivers, consents and other communications required or permitted to be given under this Agreement (each "Notice") shall be in writing and addressed to the receiving Party at its address set forth below (or to such other address that such receiving Party may designate from time to time in accordance with this Section), by personal delivery, facsimile, by first class mail via the United States Postal Service ("USPS"), registered or certified mail, or nationally recognized overnight courier service (in each case, return receipt requested, postage prepaid):

To COUNTY: Rafael Reyez
General Services, Procurement Services
260 N San Antonio Rd
Santa Barbara, CA 93110

To CONTRACTOR: John Hochleutner
Pacific Petroleum California, Inc
1615 East Betteravia Road
Santa Maria, CA 93454

If sent by first class mail, Notices shall be deemed to be received five (5) days following their deposit in the USPS 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 shall provide to COUNTY the services (the "Services") set out in statements of work to be issued by COUNTY and accepted by CONTRACTOR (each, a "Statement of Work"). The initial accepted Statements of Work are attached hereto as Exhibit A-1, A-2, A-3 and A-4 and incorporated herein by reference. Additional Statements of Work substantially in the same form as the Statements of Work attached hereto shall be deemed accepted and incorporated into this Agreement only if signed by each Party's duly authorized designated representative, and provided that such additional Statements of Work do not increase the Maximum Contract Amount (defined below). For purposes of this Agreement, the COUNTY Purchasing Agent ("Purchasing Agent") is the designated agent of the

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COUNTY who is duly authorized to accept and sign such additional Statements of Work on behalf of COUNTY. The Purchasing Agent is further authorized to accept and execute, on behalf of COUNTY, changes to Statements of Work hereunder during the Term (each such change, a Change Order), provided that such Change Orders do not increase the Maximum Contract Amount (defined below), and that no Change Order shall be effective unless duly executed by both the Purchasing Agent and CONTRACTOR.

4. TERM

The term of this Agreement ("Term") shall commence upon the first date that this Agreement is duly executed by all of the parties hereto ("Effective Date") and shall terminate upon completion of the Services under all Statements of Work, but no later than June 30, 2024, unless otherwise directed by COUNTY or unless earlier terminated in accordance with the provisions of this Agreement.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance of the Services under this Agreement in accordance with the terms of EXHIBIT B, attached hereto and incorporated herein by reference, in a maximum aggregate amount not to exceed the Maximum Contract Amount set forth in Exhibit B. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY, delivered to COUNTY at the address for Notices to COUNTY set forth in Section 2, above, following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from delivery 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 the 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 hereunder 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. CONTRACTOR has no authority to commit, act for or on behalf of COUNTY, or to bind COUNTY to any obligation or liability.

7. STANDARD OF PERFORMANCE

CONTRACTOR certifies that it has the skills, expertise, and all licenses and permits necessary to perform the Services. 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 highest standards of quality observed by professionals practicing in CONTRACTOR's profession. CONTRACTOR shall correct any errors or omissions in the performance of the Services, at COUNTY'S request without additional compensation. CONTRACTOR has and shall, at CONTRACTOR's sole cost and expense, all times during the Term, maintain in effect all permits, licenses, permissions, authorizations, and consents required by applicable law or otherwise necessary to carry out CONTRACTOR's obligations under this

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Agreement. CONTRACTOR is in compliance with and shall at all times during the Term comply with all applicable laws, regulations, and ordinances.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that none of it or its employees or principals are 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. CONTRACTOR is responsible for all CONTRACTOR personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits. In no event shall COUNTY pay or be responsible for any taxes imposed on, or with respect to, CONTRACTOR's income, revenues, gross receipts, personnel, real or personal property, or other assets. 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

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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 in each instance.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, information, and data provided to or accessed by or on behalf of CONTRACTOR in connection with the Services, including, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of COUNTY in connection with this Agreement ("COUNTY Property") and any derivative works of the COUNTY Property shall remain COUNTY's property, and CONTRACTOR shall return or delete COUNTY Property whenever requested by COUNTY, and whenever required in accordance with Section 19 of this Agreement. CONTRACTOR may use COUNTY Property solely for the purpose of, and only to the extent necessary for, CONTRACTOR's provision of the Services hereunder. CONTRACTOR shall not disclose, disseminate, publish, or transfer to any third party, any COUNTY Property 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, as 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

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CONTRACTOR agrees to and shall comply with 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, subcontract, delegate, or otherwise transfer, directly or indirectly, whether by operation of law or otherwise ("Transfer") this Agreement, or any of CONTRACTOR's rights or obligations under this Agreement, without the prior written consent of COUNTY. Any attempted or purported Transfer in violation of this Section 18 shall be null and void and without legal effect and shall constitute grounds for termination. No Transfer shall relieve CONTRACTOR of any of its obligations hereunder.

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 its obligations hereunder.
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 sufficient funds are not otherwise available for payments hereunder 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 the provisions hereof, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part upon written notice ("Termination Notice"). Upon receipt of such Termination Notice, CONTRACTOR shall immediately discontinue all Services (unless otherwise directed in such Termination Notice) and notify COUNTY in writing of the status of CONTRACTOR's performance of Services hereunder. The date of termination shall be the date the Termination Notice is received by CONTRACTOR, unless the Termination Notice directs otherwise.

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- 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 as of 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 Maximum Contract Amount, or for profit on unperformed portions of Services. 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 herein, 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

This Agreement, including all Exhibits attached hereto, contains the entire understanding and agreement of the Parties with respect to the subject matter hereof, 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

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except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, duly executed by each of the Parties and by no other means. Each Party waives its 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

This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns in accordance with Section 18, above.

27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all applicable County, State and Federal ordinances and statutes now in force or which may hereafter be in force. 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. ORDER OF 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 contained in the numbered sections of this Agreement shall prevail over those in the Exhibits. If any Statement of Work, or quotes provided by CONTRACTOR incorporated into a Statement of Work, include any standard printed terms from CONTRACTOR, or any hyperlinks to standard terms or other provisions from CONTRACTOR ("CONTRACTOR's Terms"), CONTRACTOR agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the COUNTY's terms set forth in the numbered sections

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of this Agreement and Exhibits B, C, D and E hereto, on the one hand, and CONTRACTOR's Terms, on the other, the County's terms shall take precedence and control, followed by (i) task orders or similar orders issued by a COUNTY department pursuant to a Statement of Work, and then (ii) CONTRACTOR's Terms, if any.

33. REQUIRED FEDERAL PROVISIONS

The Parties agree to, and CONTRACTOR shall abide by, the terms and conditions set forth in Exhibit E (Required Federal Provisions), attached hereto and incorporated herein by reference, with respect to all Statements of Work which indicate the applicability of such Required Federal Provisions.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

APPROVED AS TO FORM:

Rachel Van Mullem

County Counsel
DocuSigned by:

By: Lauren Wideman
9F464D822C84459...
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA, CPFO

Auditor-Controller
DocuSigned by:

By: C. Edith
A99ED58D71D04FB...
Deputy

APPROVED AS TO FORM:

Gregory Milligan

Risk Management

By: Gregory Milligan
DC240AC1E64247D...
Risk Manager

BOARD AUTHORIZATION EXECUTION:

Date: 12/12/2023

Minute Order Number: 23-01190

APPROVED AS TO FORM:

Phung Loman

General Services – Procurement Services

By: Phung Loman
5995E83913B84A5...
Chief Procurement Officer

CONTRACTOR:

Pacific Petroleum California, Inc

By: John Hochleutner
507F4C0F9EBF4BF...
Authorized Representative

Name: John Hochleutner

Title: President

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EXHIBIT A-1

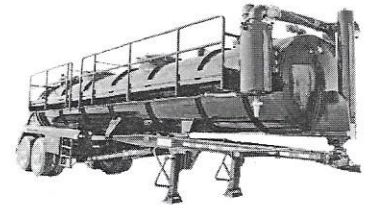
STATEMENT OF WORK
Pacific Petroleum California, Inc.

The following additional equipment and services shall be available during the Term at the respective rates set forth in this Exhibit A-1 for additional Statements of Work and Change Orders entered into pursuant to Section 3 of the Agreement.

24 HR EMERGENCY RESPONSE

Vacuum Trucks & Trailers

- 70-BBL Carbon Steel & Stainless-Steel Vacuum Trailer
- 120-BBL Carbon Steel & Stainless-Steel Vacuum Trailer
- 130-BBL Carbon Steel Vacuum Trailer
- Super 70-BBL Carbon Steel Truck
- Super 107-BBL Carbon Steel Vacuum Trailer
- Industrial Air Movers
- Hydro Excavators
- Liquid Ring Pump
- Jetter Truck & Camera Van



Water Trucks & Trailers

- Stainless Steel Potable Water Trailer (3550 Gallons State Certified)
- Water Trucks – 4000 Gallons

Cranes

- 10 to 55 Tons

Trailers

- Pneumatic Trailers
- Crude Oil Tankers
- Flat Beds



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- Drop Deck
- Low Bed
- Sliding Axle
- Tilt Bed
- Bottom Dumps - Semi & Doubles
- End Dumps - Demo & Materials
- Transfers
- Super 10
- 10 Wheels – Material & Demo



Roll Off

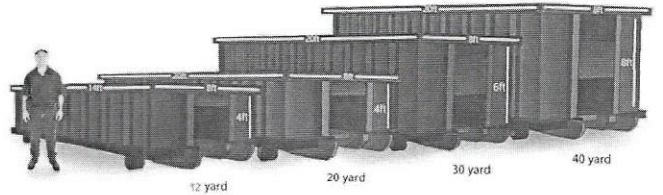
- Roll-Off Truck & Trailer
- Semi Roll-Off Trailer



Containers

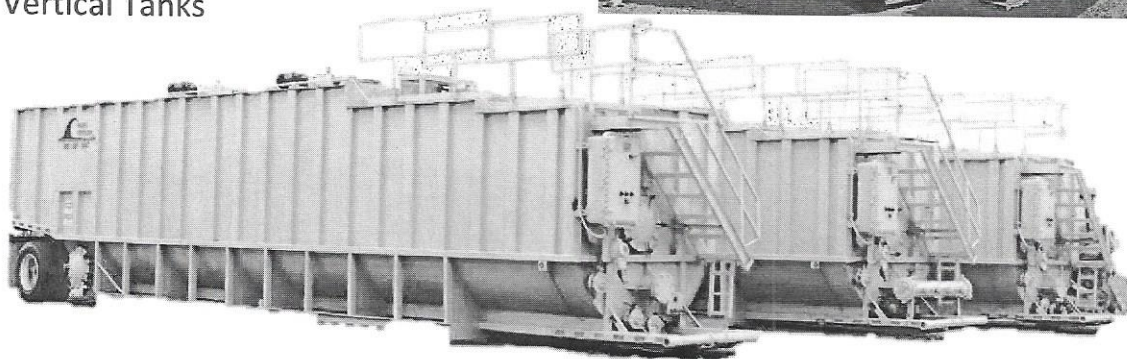
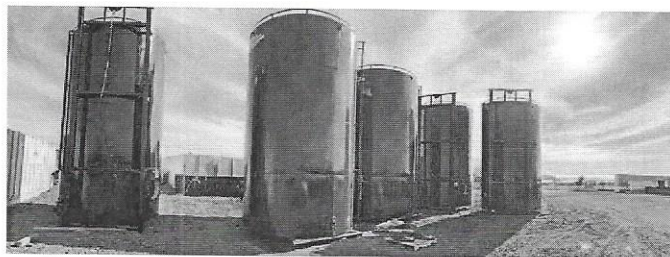
Applications	Size
Concrete	10 Yard
Demolition	20 Yard
Dewatering	30 Yard
Environmental	40 Yard

Type
Open Top
Flip Top
Roll Top
Vacuum Bins (25 Yards)



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Tanks (from 50 to 21000 Gallons)
Portable Storage Tanks
Poly Tanks (Chemical & Water)
Dewatering Tanks
Vertical Tanks



Mixing Bins (20 Yards to 50 Yards)

Conex Boxes

10 feet Conex Storage
10 feet Conex Office
20 feet Conex Storage
20 feet Conex Office
40 feet Conex Storage
40 feet Conex Office



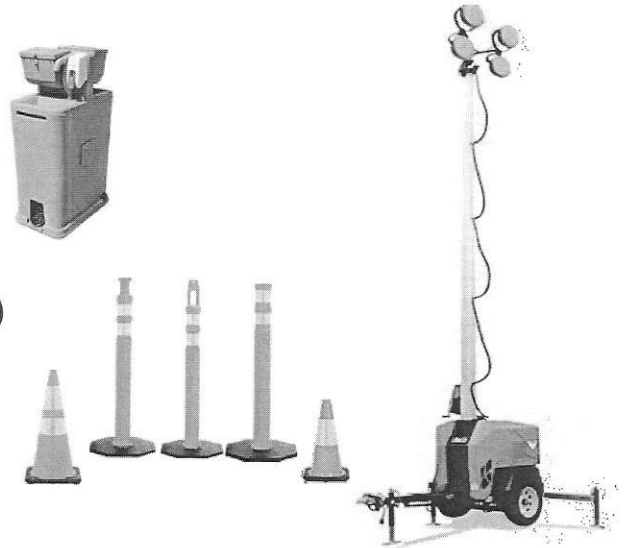
Other Rental Equipment

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Single Restroom Trailer	Double Restroom Trailer	Triple Restroom Trailer

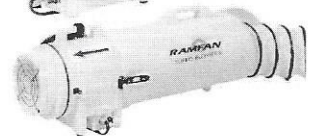
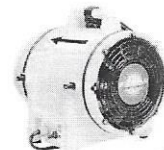
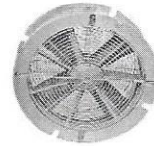
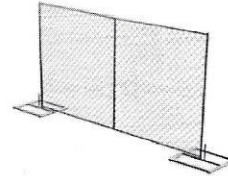
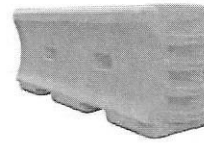
ADA and VIP Restrooms Available

- Hand Wash Stations
- Generators (all sizes)
- Light Towers
- Air Compressors
- Vacuum Trailer (500-800 Gal. Tow behind)
- Pneumatic Trash Pumps
- Road Steel Crossing Plates
- Traffic Control Equipment
- Environmental Carbon Filter Trailer
- High Pressure Washers 3500 – 5000 PSI



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- Circulation Pumps
- Centrifugal Pumps
- High Volume & High-Pressure Pumps
- Diaphragm Pumps
- Submersible Pumps
- Water Filtration Units
- Flow Meters
- Temporary Fence Panels & Privacy Screens
- Concrete K-Rails
- Water Barricade K-Rails
- Confined Space Fans
- High Velocity Fans
- Explosion Proof Fans (all types)



Construction & Maintenance Equipment

- Excavators - various size (CAT 303 to 329D)
- Backhoes (John Deere 410)
- Front End Loader
- Forklifts
- Skid Steers
- Water Trailers (500 gal. buffalos)
- Fuel Trailers (500 & 1000 Gal. Double wall)
- ATV's



Scan Code

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24 HR EMERGENCY RESPONSE

Professional Services & Resources

- Project Managers
- Field Supervisors
- HS&E Personnel
- Confined Space Rescue & Entry Teams
- Rescue Rope Level 1 & Level 2
- Truck Drivers
- Labor Personnel
- Equipment Operators



- **Environmental Clean ups**
- Homeless Camp Clean up
- Emergency Spill Clean up
- Over-the-road incidents
- Punctured lines
- Tank overflows
- Leaking drums
- Saddle tank spills
- Large pipeline ruptures
- Tanker truck rollovers
- Chemical and hazardous material spills
- Oil spills
- Earthquake and storm damage
- Releases in warehouses and distribution centers
- Hydro Excavation
- Potholing
- Bell Holes
- Trench Boxes/Shoring Boxes
- Ditching and Trenching
- Rig Cleaning
- Tank Cleaning
- Waste Disposal
- Pigging



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24 Hour Emergency Response



Operations@PPCinc.biz

Rates

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
MAN BASKET (Attachment)	250.00	DAY	
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
CULVERT NOZZLE (Attachment for Jetter)	350.00	DAY	
LIQUID RING PUMP - IAM.	265.00	40.00	80.00

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OTHER TRAILERS	includes CLASS A DRIVER	OT	DT	
DRY VAN	135.00	35.00	70.00	
PNEUMATIC TRACTOR (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	
ROLL OFF RAMP		85.00	A DAY	
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	
POTABLE WATER TRAILER - 3,500 gallon (Stainless Steel)	115.00			
POTABLE WATER TRAILER - 500 gallon (Black)		15.00	A DAY	
WATER BUFFALO - 500 gallon (w/Pump)		85.00	A DAY	
ADDITIONAL TRUCKS				
	Equip hourly			
CAMERA VAN (with video equipment)		2,500.00	A DAY	
PICKUPS	45.00			
PILOT TRUCK (includes signage & flags)	95.00			
SERVICE TRUCK	90.00			
STAKE BED	55.00			
LUBE	Equip hourly	ST	OT	DT
LUBE/BUCKET TRUCK	105.00	(Requires LUBE TECH +/- ASSISTANT I)		
LUBE TECHNICIAN		50.00	75.00	100.00
ASSISTANT I		48.50	72.75	97.00
MECHANIC	Equip hourly	ST	OT	DT
MECHANIC TRUCK	60.00	(Requires MECHANIC +/- ASSISTANT II)		
MECHANIC		100.00	150.00	200.00
ASSISTANT II		50.00	75.00	100.00
PIPELINE	Equip hourly	ST	OT	DT
PIPELINE TRUCK	55.00	(Requires PIPELINE TECH +/- ASSISTANT I)		
PIPELINE TECHNICIAN		60.00	90.00	120.00
PIPELINE MAINTENANCE TECH		48.50	72.75	97.00

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WELDER	Equip hourly	ST	OT	DT
WELDER TRUCK	60.00	(Req. WELDER +/- ASSISTANT I - FIRE WATCH)		
WELDER - CERTIFIED		95.00	142.50	190.00
ASSISTANT I		48.50	72.75	97.00
FIRE WATCH		50.00	75.00	100.00
LABOR				
AIR QUALITY MONITORING	DAY	ST	OT	DT
AIR QUALITY TECHNICIAN		110.00	165.00	220.00
TVA (Toxic Vapor Analyzer)	875.00			
PID (Photo Ionization Detector)	100.00			
FID (Flame Ionization Detector)	500.00			
MULTI RAE (PID and monitors the air)	600.00			
EAGLE II (Monitors the air)	300.00			
IBRID MX6 Benzene Meter (Monitors air for benzene)	400.00			
MSA 4XR (Multi Gas Meter LEL, O2, CO, H2S)	100.00			
CASING JACK		ST	OT	DT
CASING JACK SYSTEM WITH EQUIPMENT (up to 12 hrs)	***See Casing Jack Equipment Section			
CASING JACK OPERATOR		110.00	165.00	220.00
CASING JACK OPERATOR ASSISTANT II		50.00	75.00	100.00
CONFINED SPACE		ST	OT	DT
CS ATTENDANT		48.00	72.00	96.00
CS ENTRANT		50.00	75.00	100.00
CS RESCUE		73.00	109.50	146.00
CS SUPERVISOR		110.00	165.00	220.00
HAZARDOUS		ST	OT	DT
HAZARDOUS TECHNICIAN		100.00	150.00	200.00
HAZARDOUS - SUPERVISOR		110.00	165.00	220.00
LABORS & OPERATORS		ST	OT	DT
ADMINISTRATIVE SUPPORT		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
HAZMAT 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
LINE LOCATOR		100.00	150.00	200.00
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

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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
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		185.00		
HEAVY EQUIPMENT (Permits NOT Included)		BARE EQUIPMENT		
BACKHOES (Require Operator III)	Hourly	ST	OT	DT
BACKHOE - JD 310	46.50	73.50	110.25	147.00
BACKHOE - JD 410	51.50	73.50	110.25	147.00
BACKHOE W/ BREAKER	111.50	73.50	110.25	147.00
LOADERS (Require Operator IV (Master))	Hourly	ST	OT	DT
FRONT END LOADER - 950	125.00	80.00	120.00	160.00
FRONT END LOADER - 966	156.50	80.00	120.00	160.00
GRADERS (Require Operator IV (Master))	Hourly	ST	OT	DT
MOTOR GRADER	156.50	80.00	120.00	160.00
COMPACTORS & ROLLERS (Require Operator I)	Day	ST	OT	DT
COMPACTOR - VIBRATORY PLATE	200.00	67.00	100.50	134.00
COMPACTOR - WACKER STYLE	200.00	67.00	100.50	134.00
COMPACTOR - POWDER PUFF/ PRECISION	100.00	67.00	100.50	134.00
COMPACTORS & ROLLERS (Require Operator I)	Hourly	ST	OT	DT
ROLLER - 1 TON	80.00	67.00	100.50	134.00
ROLLER - 3 TON	90.00	67.00	100.50	134.00
ROLLER - 5 TON	100.00	67.00	100.50	134.00
ROLLER - 8 TON	115.00	67.00	100.50	134.00
ROLLER - 11 TON	121.50	67.00	100.50	134.00
ROLLER 25" WALK BEHIND	A DAY	190.00		
ROLLER 32" TRENCH	A DAY	385.00		
<i>*additional hourly Operator rates will apply on all Heavy Equipment</i>				
DOZERS (Require Operator IV (Master))	Hourly	ST	OT	DT
SMALL DOZER - CAT D3	81.50	80.00	120.00	160.00
SMALL DOZER - CAT D4	101.50	80.00	120.00	160.00
SMALL DOZER - CAT D5	121.50	80.00	120.00	160.00
MEDIUM DOZER - CAT D6	136.50	80.00	120.00	160.00
MEDIUM DOZER - CAT D7	166.50	80.00	120.00	160.00
LARGE DOZER - CAT D8	206.50	80.00	120.00	160.00
EXCAVATORS (Require Operator II)	Hourly	ST	OT	DT
MINI EXCAVATOR - 305E (EX-02 & EX-03)	56.50	70.50	105.75	141.00
EXCAVATOR - CAT 315 (EX-10)	81.50	70.50	105.75	141.00
EXCAVATOR - CAT 320 (EX-20)	101.50	70.50	105.75	141.00

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EXCAVATOR - CAT 329 (EX-21)	146.50	70.50	105.75	141.00
FORKLIFTS (Require Operator I)	Hourly	ST	OT	DT
FORKLIFT - 8,000	50.00	67.00	100.50	134.00
FORKLIFT - 10,000	56.50	67.00	100.50	134.00
FORKLIFT - 20,000	120.00	67.00	100.50	134.00
FORKLIFT - 30,000	180.00	67.00	100.50	134.00
FORKLIFT - ROLL OFF BIN	A DAY	50.00		
MINI HYDRO EXCAVATORS (Require Operator IV (Master))	Day	ST	OT	DT
HYDRO EXCAVATOR - TOW BEHIND (DITCH WITCH - 30/500)	500.00	80.00	120.00	160.00
HYDRO EXCAVATOR - TOW BEHIND (DITCH WITCH - 30/800)	650.00	80.00	120.00	160.00
SKID STEER / SKIP & DRAG (Require Operator II)	Hourly	ST	OT	DT
SKID STEER - 289D (SS-01, SS-02)	61.50	70.50	105.75	141.00
SKID STEER - 299E (SS-03, SS-04)	81.50	70.50	105.75	141.00
SKID STEER - ATTACHMENTS (Auger/ Broom / Mower / Trencher)	A DAY	350.00		
SKID STEER - REPLACEMENTS (Broom Bristles, Teeth & Cutters)	POR	.....	
SKIP & DRAG	46.50	70.50	105.75	141.00

RENTAL EQUIPMENT

AIR COMPRESSORS		Day
AIR COMPRESSOR - 160-185 CFM		150.00
AIR COMPRESSOR - 375-385 CFM		185.00
AIR COMPRESSOR PNEUMATIC HOSE		25.00
BLASTERS / WASHERS	Hourly	Day
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" 20K-40K		350.00
BANSHEE - 20K-40K		250.00
BARRACUDA - 10K-40K		250.00
BEETLE - 20K-40K		350.00
BJV - 20K-40K		500.00
DUMP GUN - 20K-40K		100.00
FOOT VALVE - 20K-40K		100.00
LANCING TOOL - 3D (RV)		500.00
RAPTOR - 20K-40K		400.00
THERMOPLASTIC FLEX LANCE - 20K-40K (per 50')		65.00
THERMOPLASTIC HOSE - 20-40K (per 50')		50.00
TORUS - 10-20K		750.00
CARBON	Hourly	Day
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

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CARBON DRUM CANISTER - W/ TRAILER		350.00		
CYCLONE ATTACHMENT (removing spent/used carbon)		500.00		
CARBON EXCHANGED (replenish spent / used carbon)	POR	.....	
CASING JACK			ST	OT
<hr/>				DT
CASING JACK SYSTEM WITHOUT WORK FLOOR ASSEMBLY, 1 SET OF BEAMS	2,500.00			
CASING JACK SYSTEM WITHOUT WORK FLOOR ASSEMBLY, STANDBY RATE	1,250.00			
CASING JACK SYSTEM WITH WORK FLOOR ASSEMBLY	2,975.00			
CASING JACK SYSTEM WITH WORK FLOOR ASSEMBLY, STANDBY RATE	1,487.50			
CASING JACK OPERATOR		110.00	165.00	220.00
2-1/8 TO 4-1/2 SLIPS	125.00			
5 TO 5-1/2 SLIPS	150.00			
6-5/8 TO 7 SLIPS	195.00			
7-5/8 TO 8-5/8 SLIPS	205.00			
9-5/8 TO 10-3/4 SLIPS	225.00			
11-3/4 TO 13-3/8 SLIPS	325.00			
TYPE C SAFETY CLAMP (SEGMENT)	10.80	Segment/day		
TKYPE T SAFETY CLAMP (SEGMENT)	10.80	Segment/day		
20' L x 28" T BEAM SET (2 each)	725.00			
16' x 28" T BEAM SET (2 each)	645.00			
12' L x 14' L x 28" T BEAM SET (2 each)	365.00			
8' L TO 10' L x UP TO 18" T BEAM (2 each)	285.00			
4' x 8" x 2" STEEL PLATE SET (2 each)	135.00			
6' x 8' x 2" STEEL PLATE SET (2 each)	175.00			
8' x 10' x 2" STEEL PLATE SET (2 each)	225.00			
CIRCULATION PITS		Tier I Day	Tier II after >8 Hours	
<hr/>				
CIRCULATION PIT - SMALL		1,350.00		2,700.00
CIRCULATION PIT - LARGE		1,800.00		3,600.00
CIRCULATION PIT - STANDBY RATE		900.00		
CONFINED SPACE EQUIPMENT		Hourly	Day	
<hr/>				
4 WAY GAS MONITOR			60.00	
AIR BOTTLE TRAILER	150.00			
BENZENE MONITOR			500.00	see AQT
DAVIT SYSTEM			100.00	
FACE SHIELD			20.00	
FID/PID AIR MONITOR			500.00	see AQT
GPS TRIMBLE UNIT			150.00	
GPS UNIT (HANDHELD)			50.00	
MARKSON TEMP			25.00	
OVA AIR MONITOR			80.00	
PERSONAL H2S MONITOR			25.00	
PH METER			50.00	
PID AIR MONITOR			100.00	see AQT
RESCUE GEAR			250.00	
RESCUE RETRIEVAL SYSTEM			250.00	

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RESPIRATOR		30.00	EACH
SCBA AIR LINE		75.00	
SCBA BACK PACK (Additional for Refill)		110.00	
TRIPOD - LIGHT		100.00	
TRIPOD - RESCUE		150.00	
TRJPOD - WINCH		250.00	
TRIPOD - ARIZONA VORTEX (multi-purpose)		500.00	
CONTAINMENTS		Day	
CONTAINMENT - 5'		5.00	
CONTAINMENT - 10'		10.00	
CONTAINMENT - 12'		12.00	
CONTAINMENT - 15'		15.00	
CONTAINMENT - 20'		20.00	
CONTAINMENT - 22'-50'		22.00	
CONTAINMENT - BY THE LENGTH "Custom Only"	PER FOOT	1.00	
CONTAINMENT - FOR PORTABLE RESTROOMS		1.00	EACH
DEMOLITION / RESURFACING		Hourly	Day
CONCRETE GRINDER			250.00
CONCRETE CHAIN SAW PNEUMATIC			400.00
CONCRETE CORING MACHINE (2" - 12")			180.00
CONCRETE BIT - REPLACEMENT	POR		.....
CONCRETE SAW - WALK BEHIND	50.00		
CONCRETE SAW - REPLACEMENT BLADES (10" - 36")	POR		.....
CONCRETE SAW - LINEAR FOOTAGE CHARGE	PER FOOT		1.15
HOT SAW - HAND HELD			125.00
HOT SAW - REPLACEMENT BLADES (10" - 16")	POR		.....
HOT SAW - LINEAR FOOTAGE CHARGE	PER FOOT		1.15
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	Day
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			Day
FENCING PANEL - 6 x12" CHAIN LINK			2.00
FENCING PANEL - 6 x12" WITH PRIVACY SCREEN			4.00
FENCING PANEL - SAND BAGS			POR
FENCING PANEL - ROPE / ZIP TIES (100 qty)			POR

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GENERATORS	Tier I Hourly	Tier II after >8 Hours		
GENERATOR (2kw)	95.00	190.00		
GENERATOR (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		Day	Weekly	Monthly
CHEMICAL HOSE - 1" x 20'		30.00	120.00	480.00
CHEMICAL HOSE - 2" x 20'		40.00	160.00	640.00
CHEMICAL HOSE - 3" x 20'		60.00	240.00	960.00
FIRE HOSE		10.00	40.00	160.00
GREEN MONSTER HOSE - 6" x 12'		60.00	240.00	960.00
LAY FLAT HOSE		10.00	40.00	160.00
		20.00	80.00	320.00
VACUUM HOSE - 3" x 20'		30.00	120.00	480.00
VACUUM HOSE - 4" x 20'		40.00	160.00	640.00
VACUUM HOSE - 6" x 20'		80.00	320.00	1,280.00
HIGH PRESSURE HOSE (with hammer unions)	POR	.....	
HYDRO EXCAVATOR / IAM. HOSE	PER FOOT	7.00		
HYDRO EXCAVATOR / IAM. HOSE TAPE	PER ROLL	16.32		
NOZZLE - FIRE		5.00		
NOZZLE - WATER		10.00		
KRAIL		Day		
KRAIL - 10'		15.00		
KRAIL - 20'		20.00		
KRAIL WATER BARRIER (Plastic krail filled with water)		25.00		
KRAIL CLAMP		100.00		
LIGHTING		Day		
EXPLOSION PROOF LIGHT		100.00		
LIGHT - GLOBUG WITH GENERATOR		150.00		
LIGHT - GLOBUG WITHOUT GENERATOR		100.00		
LIGHT - TRI-POD		100.00		
LIGHT TOWER		100.00		
LIGHT TOWER GLOBAL BALLOON		105.00		
LIGHT TOWER ELECTRIC		90.00		
LINE LOCATING		Hourly	Day	
FUSION MACHINE (HDPE)			200.00	

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GPR (GROUND PENETRATING RADAR)	50.00		
LINE LOCATOR TOOL	62.50		
MAGNETIC LOCATOR		100.00	
OFFICE / HOUSE / STORAGE TRAILERS		Day	Monthly
CELL BOOSTER		10.00	
MOBILE OFFICE TRAILER		20.00	
MOBILE OFFICE TRAILER - 10' (ground level)		10.00	300.00
MOBILE OFFICE TRAILER - 15' (ground level)		13.34	400.00
MOBILE OFFICE TRAILER - 20' (ground level)		16.67	500.00
MOBILE OFFICE TRAILER - 40' (ground level)		21.67	600.00
HOUSE TRAILER (Includes gray water tank & propane, additional for refills)		100.00	
REFILL WATER & PROPANE	POR	.....
SATELLITE "DTV" BOX			100.00 Monthly
STORAGE CONTAINER - 20'		11.67	350.00
STORAGE CONTAINER - 20' OFFSHORE (with shelving)		16.67	500.00
STORAGE CONTAINER - 40'		16.67	500.00
PIPE		Day	
ALUMINUM PIPE 6" x 10' STACK		25.00	
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	
THREADER - 1/2"-2" PIPE HAND HELD		100.00	
THREADER - 1/2"-4" PIPE ELECTRIC		150.00	
FLANGE ALIGNMENT PINS	SET	350.00	
FLANGE SPREADER		500.00	
HOLIDAY DETECTOR		175.00	
HOLIDAY VOLTAGE VERIFIER		25.00	
HOT TAP MACHINE - ELECTRIC 1" - 2"		250.00	
HOT TAP MACHINE - PNEUMATIC 1" - 4"	1,400.00		PER HOLE
HOT TAP MACHINE - SADDLES	POR		
PIPE ALIGNMENT CLAMPS - 8"		35.00	
PIPE ALIGNMENT CLAMPS - 10"		45.00	

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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		
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	Minimum	Day	Week	Month
AIR DIAPHRAGM / TRASH PUMP - 1"	75.00	75.00	375.00	1,125.00
AIR DIAPHRAGM / TRASH PUMP - 2"	100.00	100.00	500.00	1,500.00
AIR DIAPHRAGM / TRASH 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
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	200.00	1,000.00	3,000.00
HIGH VOLUME DIESEL PUMP - 6"	250.00	250.00	1,250.00	3,750.00
HIGH VOLUME DIESEL PUMP - 8"	325.00	325.00	1,625.00	4,875.00
HYDRO TEST PUMP	200.00	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		Day	EFTB = Enviro 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	
VACUUM BIN - 25 YARD		45.00		
SANITATION	Day	ST	OT	DT
SANITATION TRUCK		85.00	127.50	170.00
GRAY WATER TANK (septic)	5.00			
PORTABLE RESTROOM STATIONARY	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			

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PORTABLE RESTROOM - HAND WASH STATION	1.50	
PORTABLE RESTROOM - VIP	250.00	
PORTABLE RESTROOM - SEPTIC DISPOSAL	POR
STEEL PLATING		Day
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 10'		15.00
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
CROSSING HOSE RAMP - 8' x 12'		50.00
RUMBLE STRIP - 8' x 10' (PLASTIC)		15.00
RUMBLE STRIP - 8' x 10' (STEEL)		18.00
TANKS		Day
DE-WATERING TANK		35.00
MIXING BIN / PIT		50.00
POLY TANK - 500 - 1,000 GAL		10.00
POLY TANK - 1,500 GAL		15.00
POLY TANK - 2,500 GAL		25.00
POLY TANK - 4,500 GAL		30.00
POLY TANK - 5,000 GAL		35.00
POLY TANK - 6,500 GAL (Chemical tank, double wall)		75.00
POLY TANK - 7,500 GAL		45.00
POLY TANK - 10,000 GAL		50.00
PORTABLE STORAGE TANK (MINI) - 10,000 GAL		50.00
PORTABLE STORAGE TANK 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		Day
CONCRETE SAW TRAILER		145.00
DRY VAN TRAILER		100.00
DUMP TRAILER		100.00

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EMERGENCY RESPONSE TRAILER	250.00
EQUIPMENT TRAILER	100.00
FLATBED	100.00
FLOAT BED TRAILER	100.00
FUEL TRAILER (500 gallon)	45.00
FUEL TRAILER (1,000 gallon)	75.00
GOOSENECK TRAILER (for pickup)	100.00
POLY TANK TRAILER	105.00
PORTABLE FILTER UNIT - DOUBLE	100.00
PORTABLE FILTER UNIT - QUAD	150.00

If the coating inside portable filter unit is damaged while on rent. It's CUSTOMER'S responsibility for repairs

ADDITIONAL EQUIPMENT

	Day
2 WAY RADIO W/HEAD SET	35.00
55 GALLON DRUM LIFTER DISPENSER	25.00
ALL TERRAIN VEHICLE - FOUR WHEEL DRIVE	200.00
BACK PACK LEAF BLOWER	75.00
CHAIN SAW (plus consumables)	105.00
DRUM DOLLY	25.00
GRIZZLY ROCK SCREEN	100.00
IMPACT GUN 1/2"	30.00
IMPACT GUN 3/4"	35.00
IMPACT GUN 1"	40.00
POGO MANUAL HAND PUMP (disposable)	25.00
POLE SAW (Chainsaw driven, plus consumables)	125.00
SHADE TRAILER (cooling zone)	250.00
WEED WACKER (plus consumables)	85.00
VAN TRAILER (For disposal of spent/used carbon to EVOQUA)	360.00
	PER CANISTER

CONSUMABLES

	POR = Price On Request			
ABSORBENT - 17X19 PETROLEUM PADS	POR	PER 100	BUNDLE	.....
ABSORBENT - 5X10 PETROLEUM BOOMS	POR	PER 4	BUNDLE	.....
ABSORBENT - HAZ-MAT PADS	POR	PER 100	BUNDLE	.....
ABSORBENT - POM POMS PETROLEUM MOPS	POR		EACH	.....
ABSORBENT - SOLID-A-SORB	POR	25LB	BAG	.....
ACID SUIT	POR	.....	.....	.....
BIN / TRACTOR / TRAILER WASH	POR	.....	.....	.....
BIOSOL	POR	PER	GALLON	.....
BULK SALT	POR	.....	.....	.....
CHEMICAL TOTE	POR	.....	EACH	.....
CITRISOLVE (PACIFIC BLUE)	POR	PER	GALLON	.....
DECON BRUSH	POR	.....	EACH	.....
DE-WATERING BIN FILTER	POR
DISPOSAL	POR
DRUM - 17H	POR
DRUM - 55 GAL STEEL	POR

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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	.....
GLOVES - NITRILE (tank work)	POR	PER	BOX	.....
GLOVES - PVC (oilfield work)	POR	PER	DOZEN	.....
GLOVES - VITON	POR	PER	PAIR	.....
LEVEL A, B, C, ENSEMBLE	POR	.....	.....	.....
LINER - PLASTIC DRUM (6 MIL)	POR	.....	.....	.....
LINER - PLASTIC ROLL OFF BIN	POR	.....	EACH	.....
MSA FULL FACE MASK	POR	.....	.....	.....
OVC CARTRIDGE	POR	.....	.....	.....
PALLET	POR	.....	EACH	.....
PERMITS (Heavy Equipment)	POR	.....	.....	.....
PERMITS (HWY)	POR	.....	.....	.....
PH STRIPS	POR	.....	.....	.....
PLASTIC SHEETING (various sizes)	POR	PER	ROLL	.....
PORTABLE FILTER UNIT - SOCKS (various sizes)	POR	.....	.....	.....
PVC BOOTS (Pair)	POR	.....	.....	.....
PVC YELLOW BOOT COVERS (Pair)	POR	.....	.....	.....
RECHARGE AIR BOTTLE	POR	.....	.....	.....
SIMPLE GREEN	POR	PER	GALLON	.....
SUGAR	POR	25LB	BAG	.....
SURCHARGE 15% (on third-party equipment rented by CONTRACTOR)	15.0%			
SURCHARGE 15% (on third-party consumables)	15.0%			
TYVEK POLY COATED SUIT	POR	.....	EACH	.....
TYVEK SUIT	POR	.....	.....	.....

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 fees that are actually and reasonably incurred by CONTRACTOR to the extent necessary to perform the Services hereunder will be invoiced to the customer with an additional 15% surcharge.

Rental Equipment: All equipment rental fees actually and reasonably incurred by CONTRACTOR to the extent necessary to perform the Services hereunder will be invoiced to the customer with an additional 15% surcharge.

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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.

ENERGY SURCHARGE

Pacific Petroleum has implemented an energy surcharge due to the escalating cost of oil, refined petroleum products (tires, vacuum hoses etc.), motor fuel, and the increase in the California fuel tax. The surcharge is based on the cost of fuel at the time invoicing is prepared and is calculated by adding the surcharge percentage based on the fuel price range and its appropriate percentage listed below.

<i>Fuel Price Per Gallon</i>	<i>Surcharge</i>
\$3.00 to \$3.14	8.00%
\$3.15 to \$3.30	8.50%
\$3.31 to \$3.46	9.00%
\$3.47 to \$3.62	9.50%
\$3.63 to \$3.78	10.00%
\$3.79 to \$3.94	10.50%
\$3.95 to \$4.10	11.00%
\$4.09 to \$4.26	11.50%
\$4.27 to \$4.42	12.00%
\$4.43 to \$4.58	12.50%
\$4.59 to \$4.74	13.00%
\$4.75 to \$4.90	13.50%
\$4.91 to \$5.06	14.00%
\$5.07 to \$5.22	14.50%
\$5.23 to \$5.38	15.00%
\$5.39 to \$5.54	15.50%
\$5.55 to \$5.70	16.00%
\$5.71 to \$5.86	16.50%
\$5.87 to \$6.02	17.00%
\$6.03 to \$6.18	17.50%
\$6.19 to \$6.34	18.00%
\$6.35 to \$6.50	18.50%
\$6.51 to \$6.66	19.00%
\$6.67 to \$6.82	19.50%
\$6.83 to \$6.98	20.00%

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EXHIBIT A-2

STATEMENT OF WORK

Public Works - Roads

Collection planned:

Santa Maria Road Yard - North County Maintenance Road Yard – Orcutt (program 2330)

Scheduled:

Immediately, as the tanks need to be maintained due to COVID availability and CUPA compliance past due.

Specified Cleanup:

- Transfer of used motor oil, transporting disposal and recycling to World Oil, Compton, CA.
- Transfer Non-Hazardous waste liquid C2 only water containing Asphalt Emulsion to World Oil, Compton, CA Unload and Washout trailer, empty tank into storage tank and haul to World Oil, Compton, CA.
- Load Hot water, then push the hot water into tank and pull all materials and take waste to disposal, then wash out tank.

Exhibit A-2 Statement of Work Maximum Amount: \$10,000.00

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EXHIBIT A-3

STATEMENT OF WORK
Public Works – Clean Water

Collection Location:

Toro Canyon

Scheduled:

10 times per year

Specified Cleanup:

Collect and dispose of oily waste material 10 times per year from Toro Canyon site.

Exhibit A-3 Statement of Work Amount: \$1,853.25 each pick-up, for a total Exhibit A-3 Statement of Work amount not to exceed \$18,532.50 per year.

To the extent it becomes necessary, in order to perform the Services hereunder, to change the disposal site from Waste Management McKittrick Waste Treatment Site and Waste Connections Cold Canyon Landfill to another disposal site, CONTRACTOR notify COUNTY in writing of such necessity, including an explanation of the reason that such change is necessary, and a list of proposed alternate disposal sites and corresponding actual disposal fees charged by each such alternate disposal site. After COUNTY received such a notification from CONTRACTOR, COUNTY may (i) select an alternate disposal site from such list of proposed alternate disposal sites, which CONTRACTOR shall then use as the designated disposal site for purposes of this Exhibit A-3, pursuant to a Change Order for this Exhibit A-3 duly executed by CONTRACTOR and the Purchasing Agent, or (ii) terminate this Exhibit A-3 Statement of Work, in whole or in part, effective as of the date specified by COUNTY in notifying CONTRACTOR of such termination.

All Pacific Petroleum's equipment will be returned in the condition that it was delivered to customer.

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EXHIBIT A-4

STATEMENT OF WORK

Public Works - Roads

Collection Location:

Central County Roads and Facilities- Lompoc Road Yard and Santa Ynez Road Yard

Scheduled:

Every six months or as needed

Specified Cleanup:

- Clean out of waste SS1H Asphalt Emulsion tanks located at the Lompoc Road Yard and Santa Ynez Road Yard with transportation of hazardous waste to facility every 6 months.
- Clean out of 4000-gallon SS1H Asphalt Emulsion storage tank as-needed.
- Respond to hazardous waste dumping that occur on County Roads right of way; includes pick up, testing, and disposal.
- Respond to as-needed test for toxic gasses.
- Pickup and dumping of roll off trash container at the Lompoc Road Yard.
- Clean out of plugged culverts as-needed with Jetter Truck.
- Rental of portable restrooms as-needed.
- Hazmat cleanup and disposal

Exhibit A-4 Statement of Work Maximum Amount: \$40,000.00

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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 \$390,000 ("Maximum Contract Amount").
- B. 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 through A-4, as determined by COUNTY.
- C. Monthly, CONTRACTOR shall submit to the Director of the County's Public Works Department ("Director") an invoice for the Services performed hereunder during the month-long period specified in such invoice. Each invoice must clearly identify the services performed, and must reference the assigned Master Service Agreement Contract Number for this Agreement. The Director shall evaluate the quality of the Service performed and, if found to be satisfactory, shall initiate payment processing via Purchasing. COUNTY shall pay invoices or claims for satisfactory performance of Services within 30 days of receipt of correct and complete invoices from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory Services or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings, or to seek any other legal remedy.

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EXHIBIT C
Indemnification and Insurance Requirements
(For Environmental Contractors and/or Consultant 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, 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 \$2,000,000 per occurrence and \$4,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$2,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance 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. *(Not required if CONTRACTOR provides written verification that it has no employees)*
4. **Contractor's Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions:** applicable to the work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or 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.

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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 both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, 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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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.

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EXHIBIT D

FEDERAL CLAUSES

Additional Federal Clauses Applicable for Federal Funding under this Agreement: (2 CFR § 200.326; 2 CFR Part 200, Appendix II, Required Contract Clauses)

1. 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.

2. 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

Master Services Agreement for Services of Independent Contractor

by and between the County of Santa Barbara and Pacific Petroleum California, Inc 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.

3. 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.

4. 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.

5. 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

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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.

6. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (ASAMENDED)

CONTRACTOR shall file the required certification attached as Exhibit E, Certification for Contracts, Grants, Loans, and Cooperative Agreement (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended), which is incorporated herein by this reference. 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.

7. PROCUREMENT OF RECOVERED MATERIALS

- A. 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>.

8. 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

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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.

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9. 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.

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

CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval

11. 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 will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

12. 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.

13. 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.

14. 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.)

15. DOMESTIC PREFERENCES FOR PROCUREMENTS

- A. As appropriate and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontractor agreements.
- B. For purposes of this section:
 - i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the

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United States.

- ii. "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

16. STATE ENERGY CONSERVATION PLAN

CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

17. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

CONTRACTOR shall comply with the requirements of 45 CFR Part 75 which are hereby incorporated by reference in this Agreement. (WHEN FEDERAL FUNDS ARE USED AND FUNDED BY DEPT. OF HEALTH & HUMAN SERVICES)

18. DRUG FREE WORKPLACE

CONTRACTOR must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 382, which adopts the Governmentwide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707). (WHEN FEDERAL FUNDS ARE USED AND FUNDED BY DEPT. OF HEALTH & HUMAN SERVICES)

19. SOFTWARE PURCHASES

Federal Requirement (45 CFR 95.617)

- A. County owns software, modifications, and associated documentation designed, developed or installed with Federal Financial Participation
- B. County grants an irrevocable license to federal government to use such software
- C. Does not apply to Commercial Off-the-Shelf (COTS) Software

20. OWNERSHIP CLAUSE

The County shall retain all ownership rights in any software or modifications thereof and associated documentation designed, developed or installed with Federal Financial Participation (FFP). The U.S. Department of Health and Human Service (HHS) reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and otherwise use and to authorize others to use for Federal Government purposes such software, modifications, and documentation. Proprietary operating and third-party software packages which are provided hereunder at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership and licensing provisions of this paragraph.

21. FORCE MAJEURE

Contractor is excused from liability if some unforeseen event beyond the control of that party (for example, war, natural disasters, or other "Acts of God") prevents it from performing its obligations under the contract.

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EXHIBIT E

**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 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.

DocuSigned by:
John Hochleutner
597F499F9EBF4BF...
Signature of Contractor's Authorized Official

John Hochleutner
Name and Title of Contractor's Authorized Official

11/29/2023 | 2:14 PM PST
Date