

**COUNTY OF MONTEREY STANDARD AGREEMENT  
(MORE THAN \$100,000)**

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:  
San Francisco Region of the Sports Car Club of America (SFR) \_\_\_\_\_,  
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

**1.0 GENERAL DESCRIPTION.**

1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

**Provide** San Francisco Region-Sports Car Club of America (SFR-SCCA) shall provide PRO Support Services to WeatherTech Raceway Laguna Seca ("WRLS") at certain specified WRLS Events as outlined in Exhibit A.

**2.0 PAYMENT PROVISIONS.**

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 300,000.

**3.0 TERM OF AGREEMENT.**

3.01 The term of this Agreement is from Execution of Agreement to December 31, 2019, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

**4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.**

4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A Scope of Services/Payment Provisions**

See Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit F

## 5.0 PERFORMANCE STANDARDS.

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

## 7.0 TERMINATION.

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION.

- 8.01 CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 9.0 INSURANCE REQUIREMENTS.

- 9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

- 9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 Insurance Coverage Requirements:

See Exhibit C for Insurance Coverage Requirements

\*\*\*\*\* This Section Intentionally Left Blank \*\*\*\*\*

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

**Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds** with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

## 10.0 RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

## 11.0 NON-DISCRIMINATION.

- 11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal,

state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

**12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.**

12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

**13.0 INDEPENDENT CONTRACTOR.**

13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

**14.0 NOTICES.**

14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

<b>FOR COUNTY:</b>	<b>FOR CONTRACTOR:</b>
Lavonne Chin	Barbara McClellan, Regional Executive
Name and Title	Name and Title
168 W. Alisal St., 3rd Floor Salinas, CA 93901	P.O. Box 308 Willows, CA 95988
Address	Address
(831) 759-7214	(530) 934-4455
Phone	Phone

## 15.0 MISCELLANEOUS PROVISIONS.

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

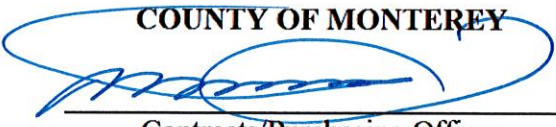


- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

-----*This section left blank intentionally*-----

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

**COUNTY OF MONTEREY**  
By:   
\_\_\_\_\_  
Contracts/Purchasing Officer

Date: 5-9-19

By: \_\_\_\_\_  
Department Head (if applicable)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

Date: \_\_\_\_\_

Approved as to Form<sup>1</sup>

By:   
\_\_\_\_\_  
County Counsel

Date: 5/2/19

Approved as to Fiscal Provisions<sup>2</sup>

By:   
\_\_\_\_\_  
Auditor/Controller

Date: 5-2-19

Approved as to Liability Provisions<sup>3</sup>

By:   
\_\_\_\_\_  
Risk Management

Date: 5/2/19

**CONTRACTOR**  
\_\_\_\_\_  
Sports Car Club of America (SCCA)  
Contractor's Business Name\*

By: \_\_\_\_\_  
(Signature of Chair, President, or Vice-President)\*

\_\_\_\_\_  
Name and Title

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

\_\_\_\_\_  
Name and Title

Date: \_\_\_\_\_

County Board of Supervisors' Agreement Number: \_\_\_\_\_, approved on (date): \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

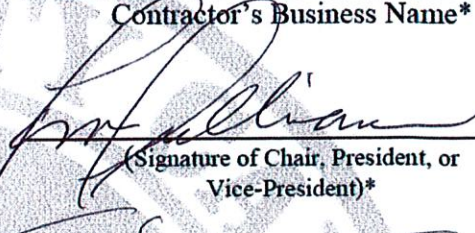
<sup>1</sup>Approval by County Counsel is required

<sup>2</sup>Approval by Auditor-Controller is required

<sup>3</sup>Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY	CONTRACTOR
By: _____ Contracts/Purchasing Officer	Sports Car Club of America (SCCA) Contractor's Business Name*
Date: _____	By:  (Signature of Chair, President, or Vice-President)*
By: _____ Department Head (if applicable)	Name and Title ASST R/E
Date: _____	Date: 5/7/19
By: _____ Board of Supervisors (if applicable)	By: _____ (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*
Approved as to Form <sup>1</sup>	Name and Title
By: _____ County Counsel	Date: _____
Date: _____	By: _____
Approved as to Fiscal Provisions <sup>2</sup>	Name and Title
By: _____ Auditor/Controller	Date: _____
Date: _____	By: _____
Approved as to Liability Provisions <sup>3</sup>	Name and Title
By: _____ Risk Management	Date: _____
Date: _____	By: _____

County Board of Supervisors' Agreement Number: \_\_\_\_\_, approved on (date): \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

<sup>1</sup>Approval by County Counsel is required

<sup>2</sup>Approval by Auditor-Controller is required

<sup>3</sup>Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

## **Exhibit “A” WRLS Events (2019)**

San Francisco Region-Sports Car Club of America (SFR-SCCA) shall provide PRO Support Services to WRLS at certain specified WRLS Events. Pro Support Services will comprise of flagging and communications to provide safe, effective and timely course control during race events conducted on WRLS racetrack using the available track course marshal facilities (Exhibit D) that include, but are not limited to:

- Observing everything within area of responsibility – cars, drivers, spectators, safety equipment, barriers, etc. - for any unusual or improper condition that may affect the safe conduct of the events.
- Signaling the drivers with flags, lights, hand signals or other means of any change in the condition of the course or the condition of their cars.
- Communicating all relevant information about the condition of the course, the competing cars, and any situation requiring decisions or actions by race officials.
- Relaying received information and instructions to affected personnel, including emergency vehicle crews, drivers, or other participants.
- Undertaking limited, emergency first-response action required to protect lives and property in the event of an accident.

This agreement will be for one (1) year: 2019

For the below referenced 2019 events, WRLS requires SFR-SCCA to provide personnel in the following specialties to fulfill the flagging and communications duties as per approved SCCA guidelines.

### ***SCCA San Francisco Region Pro Support obligations:***

SFR-SCCA will provide experienced personnel in the following specialty areas:

- Flagging & Communications (F&C)
- Race Control & Dispatch
- Grid
- Pit Fire
- Starters
- Stewards
- Timing & Scoring
- Course Marshals:
  - Chief Steward (CS)
  - Steward of the Meet (SOM)
  - Operating Steward (OS)
  - Flag Marshal (FM)
  - Race Controller (RC)
  - Recorder
  - Station Captains (SC)
  - Marshals
  - Emergency Services (ES)
- Station Equipment:
  - Each flag station must have:
    - Communication gear (landline headset or radio and headset)
    - Seven flags: two (2) yellow flags and one (1) each white, slick/debris, blue, black and red flags. The black flag station must also have a mechanical black flag (meatball), and a number board.

- At least two (2) ten-pound dry chemical fire extinguishers or the equivalent, plus additional liquid chemical extinguishes where possible.
- Brooms and oil dry
- Racecar recovery equipment and staffing, these includes, but not limited to:
  - 2 (two) Rescue/Fire Trucks
  - 2 (two) Wrecker Trucks
  - 1 (one) Clean up Truck & Grease Sweep Unit
  - 2 (two) Roll Backs

## **WRLS 2019 Premier Events**

### **Ferrari Challenge - May 9 – 12, 2019**

#### ***Only services required for this event;***

Racecar recovery equipment and experienced staffing;

- 2 (two) Wrecker Trucks
- 2 (two) Rescue/Fire Trucks
- 2 (two) Roll Backs

### **Pre-Reunion - August 10-11, 2019**

- Full Pro Support Services

### **Rolex Monterey Reunion - August 15-18, 2019**

- Full Pro Support Services

### **IMSA WeatherTech Championship – September 13-15, 2019**

- Pro support services to comply with IMSA Sanction Agreement dated August 1, 2017 Appendix B Track Services (Exhibit E)

#### ***Services NOT required (from above);***

- Timing and Scoring support

### **Firestone Grand Prix of Monterey (IndyCar) – September 13-15, 2019**

- Pro support services to comply NTT IndyCar Series Road and Street Course Operations Manual (Exhibit F)

#### ***Services NOT required (from above);***

- Timing and Scoring support

**End of Exhibit “A”**

**Exhibit “B”  
Payment Conditions**

Monterey County will pay flat fees for 2019 events as outlined below:

<b>Event</b>	<b>Dates</b>	<b>Estimated Number of Days</b>	<b>Daily Rate</b>	<b>Total Cost</b>
Ferrari Challenge	May 9-12	4	\$1,500	\$ 6,000
Pre-Reunion	August 10, 11	2	\$20,000	\$40,000
Rolex Monterey Reunion	August 15-18	4	\$20,000	\$80,000
IMSA WeatherTech Championship	September 12-15	4	\$20,000	\$80,000
Firestone Grand Prix of Monterey (IndyCar)	September 19-22	4	\$20,000	\$80,000

**WeatherTech Raceway Laguna Seca (WRLS) will provide SFR-SCCA the following:**

- Two (2) passes (one worker and one guest) for each worker utilized during Pro events.
- One (1) membership booth space at all Pro Events. SFR-SCCA agrees to pay for the 10x10 tent, tables and chairs. SFR-SCCA will confirm that they will utilize/order this tent 30 days prior to each Pro Event.
- One (1) 20' x 40' canopy, 80' of wall, 8 tables and 60 folding chairs at Turn 11 during the Pro events.

**End of Exhibit “B”**

**Exhibit "C"**  
**COUNTY'S INSURANCE REQUIREMENTS**

Insurance coverage required to be provided by CONTRACTOR shall include the following:

- I. All Insurance carriers must have a current minimum A.M. Best rating of "A" excellent, and a financial size rating of at least Class V.

II. **Commercial General Liability/Event Liability**

Minimum Bodily Injury and Property Damage Liability combined single limits shall be:

General Aggregate	\$5,000,000
Each Occurrence	\$5,000,000
Contractual Liability	\$5,000,000

III. **Automobile Liability**

Automobile liability insurance on all owned, non-owned, and/or hired vehicles with minimum coverage of One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and/or property damage, and physical damage insurance.

IV. **Workers Compensation & Employers Liability**

Minimum acceptable limits shall be:

Workers Compensation Statutory	
Employers Liability	
Each Accident	\$1,000,000
Disease-policy limit	\$1,000,000
Disease-each employee	\$1,000,000

The CONTRACTOR shall comply with all applicable workers' compensation and other laws that may accrue in favor of any person employed by CONTRACTOR.

V. **The following conditions shall also apply:**

CONTRACTOR shall provide proof of the acquisition of all the above-identified insurance coverage in the form of one or more certificates of insurance upon request and at least five (5) business days after the execution of this Agreement and prior to any event as scheduled in this agreement.

The commercial liability and automobile insurance policies required hereunder shall name the following as Additional Insureds and shall specify that the insurance carrier shall endeavor to provide COUNTY thirty (30) days' written notice prior to any change, cancellation or reduction in such coverage.

**ADDITIONAL INSURED**

**County of Monterey**

168 W. Alisal, 3<sup>rd</sup> Floor

Salinas, CA 93901

(831) 883-7585

Contact: Dewayne Woods, Assistant CAO

**SCRAMP (Sports Car Racing Association of Monterey Peninsula)**

1021 Monterey Salinas Highway

Salinas, CA 93908

(831) 242-8200

Contact: Timothy McGrane, CEO

**WeatherTech**

1 MacNeil Court

Bolingbrook, IL 60440

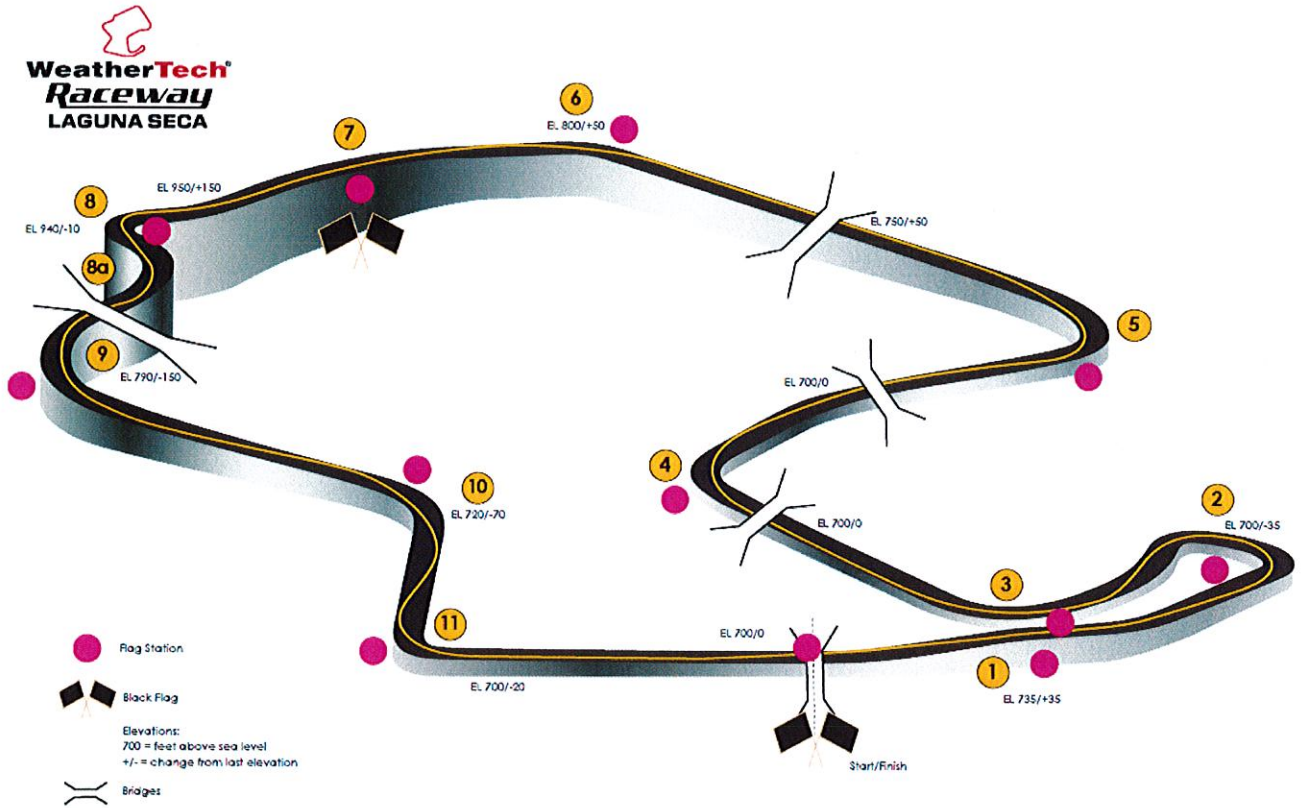
(630) 241-0715

Contact: Carrie Little, Marketing Manager

**End of Exhibit “C”**



# Exhibit "D" TRACK MAP



End Exhibit "D"

## **Exhibit “E”**

### **IMSA TRACK REQUIREMENTS**

#### **APPENDIX B**

#### **TRACK SERVICES**

##### **60 Days Prior to Event**

- Provide IMSA with a Race Track Repair/Replacement Plan which includes a description of recovery from Racetrack surface damage.
- Complete and return IMSA’s Track Services Survey Pre-Event checklist.

##### **30 Days Prior to Event**

- Back Up Plan: Provide a plan for replacing/repairing any vehicle that becomes unusable or malfunctions during an Event, including a flat tire.
- Communication Plan: Provide a plan for communication during the Event, specifically including what resources, if any, will be under the control of the Track on a separate radio channel from IMSA, who will be directing those resources and when they will be available to IMSA.
- Participate in a Track Services Conference Call.

##### **Event**

- All personnel must wear protective equipment (fire suit, helmet, eye, hand and foot protection) as determined by Promoter.
- All key personnel must have an IMSA 2-way radio for communication with Race Control during Sanctioned Track Time. IMSA shall provide Promoter and Promoter shall be responsible for the distribution and collection of the radio each day of the Event.

##### **Mobile Response Vehicles**

Unless otherwise stated or approved by IMSA in writing all On-Track Response Vehicles must:

- Be provided by the Promoter and available at the specified times at the locations around the Race Track mutually agreed to by IMSA & Promoter-Be full size vehicles with four (4) full size doors.
- Include all required equipment & supplies which shall be secured, enclosed or otherwise securely mounted to the vehicle.
- Checked prior to and each day of the Event for mechanical issues and sufficient equipment and supplies.
- Equipped with incandescent, strobe, or LED lighting assembly designed to flash (Warning Lights).
- Include a permanently mounted seat in the cab interior of the vehicle with restraints for each person staffing the vehicle.

##### **ON-TRACK FIRE (Pick-Up) TRUCK – To provide initial fire suppression and emergency response on-track.**

###### **Required**

- Three (3) Support Fire Trucks (can be combined with the required Tool Trucks)

###### **Staffing**

- One (1) Crew Chief/Fire Fighter
- One (1) Medic (extrication)
- One (1) Fire Fighter

###### **Equipment**

- One (1) Vehicle-Mounted Fire Extinguisher (PK) 150lb pressurized dry chemical system or 60-gallon AR-AFF pre-mix or foam education system proportioned at a minimum of 6%

- Two (2) Portable Fire Extinguishers, 20lb dry chemical
- Two (2) Portable Fire Extinguishers, 2.5-gallon AR-AFF pressurized (capable of refilling in a reasonable amount of time), (PK)
- Jump Kit (advanced airway supplies & c-collar)
- Two (2) Wheel Chocks
- 30 ft (minimum) tow strap with appropriate attachments to flat tow race vehicles
- Eject Helmet Removal System™ EMT/First Responder Helmet Removal Kit

**TOOL TRUCK – To preform Driver extrication and disentanglement services.**

**Required**

- Two (2) Tool Trucks (can be combined with On-Track Fire (pick-up) Truck)

**Staffing**

- One (1) Crew Chief
- One (1) Medic (trained to perform extrication tasks)
- One (1) Fire Fighter

**Equipment**

- One (1) Vehicle-Mounted Fire Extinguisher (PK) 150lb pressurized dry chemical system or 60-gallon AR-AFF pre-mix or foam education system proportioned at a minimum of 6%
- Two (2) Portable Fire Extinguishers, 20lb dry chemical
- Two (2) Portable Fire Extinguishers, 2.5-gallon AR-AFF pressurized (capable of refilling in a reasonable amount of time), (PK)
- Jump Kit
- Two (2) Wheel Chocks
- Two (2) 5-gallon buckets of Absorbent
- One (1) Flat Metal Shovel & Metal Bucket
- One (1) Hydraulic Rescue Cutting/Spreading System

**Tool:** One (2) single-purpose (not designed for cutting and spreading) hydraulic cutting tool with a curved-blade design (a “Hydraulic Rescue Tools”) manufactured for the express purpose of vehicle rescue and is individually capable of producing a cutting force of at least 601,000 lbs. and able to cut through metal components of a race vehicle. One (1) single-purpose spreading hydraulic tool with minimum force of 20,000 lbs. The specific metal components of a race vehicle which must be cut are:

- (i) Magnetic sheet steel/magnetic steel plate up to 0.109” thick
- (ii) Round magnetic steel seamless tubing 1¾” by 0.090” minimum wall thickness. 9roll bar tubing).
- (iii) Carbon Fiber

**Power:** A hydraulic pump designed, equipped, and capable of powering two (2) hydraulic cutting tools at full load simultaneously (“Hydraulic Power Unit”). If the pump cannot support the operation of one (1) Hydraulic Tool under full load without affecting the performance of 2<sup>nd</sup> Hydraulic Tool connected to it, then each Hydraulic Tool must have a separate Hydraulic Power Unit.

- One (1) Device to facilitate driver extraction, to include SpeedBoard™, spoon, or equivalent.
- 30 ft tow strap or rope with appropriate attachments to flat tow race vehicles

### **Battery Operated Tools**

- One (1) 28 Volt Drill with assorted bits needed to facilitate extrication
- One (1) 28 Volt Circular Saw with carbon tipped cutting blade, between 40 & 60 teeth per inch
- One (1) 28 Volt reciprocating saw, 14-16 tooth per inch, demolition/debris type blade with max length of 6" from tool to tip
- Additional saw blades, drill bits, screw bits, pneumatic tool blades & adapters as appropriate

### **Hand Tools**

- Two (2) Reciprocating saws, 14-16 tooth per inch, demolition/debris type blade with max length of 6" from tool to tip
- Additional saw blades, drill bits, screw bits, pneumatic tool blades & adapters as determined prudent/appropriate
- Two (2) Hex head t-handle with min. length of 6", in the following sizes: 4mm, 10mm, 11mm and 7/16<sup>th</sup>
- Two (2) Slotted screwdrivers
- Two (2) Phillips #2 head screwdrivers
- Seat Belt Cutter
- One (1) pair Aviation ("tin") shears
- Pry bar, crow bar and crash axe or equivalent combination tool
- Bolt cutter

**CLEAN UP TRUCK (S) – A vehicle designed, staffed & equipped to for the purpose of restoring the track to a raceable condition.**

#### **Required**

- One (1) Truck (additional Trucks maybe required to meet the Standards listed below)

#### **Standards**

- Ability to manage and clean up fluid with absorbent & remove debris from the Racetrack

#### **Staffing**

- One (1) Crew Chief
- Two (2) Crew Members

#### **Equipment**

- Two (2) Broom(s) (non-metallic bristles)
- Absorbent (10-15 bags on truck with a minimum of 20 bags in reserve)
- Two (2) Gasoline-powered leaf blowers
- Two (2) Non-sparking shovels
- One (1) 5-gallon metal bucket or pad
- Absorbent Hopper or appropriate equipment to cover oil streaks of variable distance

### **MOBILE RESPONSE UNITS**

Unless otherwise stated or approved by IMSA in writing all On-Track Response Vehicles must:

- Be provided by the Promoter and available at the specified times.
- Include all required equipment & supplies which shall be secured, enclosed or otherwise securely mounted to the vehicle.
- Checked prior to and each day of the Event for mechanical issues and sufficient equipment and supplies.

## **MOBILE RESPONSE UNITS**

### **Required**

- One (1) Mobile Fire Card

### **Availability**

- During Care Center Hours

### **Staffing**

- Two (2) Fire Fighters

### **Equipment**

- Three (3) Portable Fire Extinguishers (PK)
- Absorbent (5-gallon bucket or equivalent)
- One (1) Broom
- One (1) Non-sparking shovel

## **RECOVERY RESPONSE**

### **TOW TRUCKS**

#### **Required**

- Two (2) Wreckers
- Two (2) Roll Backs, Three (3) on race day

#### **Standards**

- GVWR minimum of 14,500 lbs. & maximum 32,000 lbs.
- Single axle design
- Wrecker
- Hook height of 152" or more
- Roll Back
- 21 ft long bed and between 96" & 102" wide
- Bed rating of 10,000 lbs.

#### **Staffing**

- One (1) Crew Chief
- One (1) Crew Member

#### **Equipment**

##### **Wrecker**

- 3/8" x 100 ft wire rope cable with a minimum 3,500 lbs. working limit
- Two (2) J-hooks with a minimum 10 ft of chain
- Two (2) 1" flat eye lifting slings with a minimum 2,500 lb. rating in a choker configuration
- One (1) section of 3/8" x 50 ft wire rope cable with a minimum rating 3,500 lbs.
- Thirty (30) foot tow strap with appropriate attachments to flat tow race vehicles

##### **Rollback**

- Thirty (30) foot tow strap
- Two (2) 1" flat eye lifting slings with a minimum 1,280 lb. rating in a choker configuration
- Two (2) Skates

## **TRACK RESORTATION EQUIPMENT – To quickly repair track**

### **Required**

- One (1) lifting piece of equipment to move heavy items (water barrels, barriers, etc.)
- One (1) Sweeper or Jet
- (One (1)

### **Staffing**

- One (1) Crew Chief per vehicle

**Equipment**

- Vehicle Rotation
- Extra Fencing
- Extra Tire Barriers
- Wall Repair supplies adequate for the facility's different barrier configurations
- Supplies adequate to patch racing surface

**End of Exhibit "E"**

## **Exhibit “F”**

### **INDY CAR TRACK REQUIREMENTS**

Article IX. Safety Manpower and Equipment Requirement.

Overview of the AMS IndyCar Series Safety Team

The following page outlines the minimum manpower and equipment requirements for the following types of events: promoter testing; race events.

In addition, all fire fighters are expected to be properly certified and dressed in fire retardant clothing including hood, gloves, and underwear.

INDYCAR Safety Team will consist of 3 safety vehicles and staff as determined by venue design.

Section 9.01 INDYCAR Safety Team will consist of 3 safety vehicles and staff as determined by venue design.

Section 9.02 Safety Meeting

- (a) A mandatory safety meeting will be scheduled 1.5 hours before any on track activity each day, to coordinate on track safety activities. All safety personnel, and all equipment operators who could be dispatched on to the race track must attend. The meeting area should be large enough to accommodate all the track services staff, must have (1) 110V electrical outlet, and be clear from track and/or garage noise.
- (b) A separate mandatory training session for Ambulance crews and wrecker crews will take place immediately following the safety meeting.

Section 9.03 Communications

- (a) The operator of any vehicle that could potentially be dispatched on track, in pit lane or paddock must have a radio with a head set either provided by INDYCAR, or have a radio programmed and on the INDYCAR radio frequency.
- (b) A communications coordinator must pick up the INDYCAR track radios, headsets, and chargers, on setup day. The equipment will be available from the INDYCAR Safety Team Manager in the Safety Trailer. The communications coordinator must hand out the radios and headsets to the driver of each local track response vehicle and collect the radios at the end of the day. All radios will be placed on charge each evening. A sheet to match the equipment to the radio will be kept matching the equipment to the radio they are to receive.
- (c) The radios must be collected, and returned to the Safety Trailer, as soon as possible after the race day checkered flag.

Section 9.04 Manpower Staffing and Equipment

- (a) Fire/rescue Truck:
  - (i) Responsibilities:
    - Provide coverage for IndyCar Fuel truck on Pit Lane during fueling of pit lane tanks. (Schedules to be provided)
    - Backup coverage for IndyCar Safety team as needed for on track incidents.
  - (ii) Staffing:
    - Four firefighters with a minimum EMS certification level of Emergency Medical Technician (EMT).
  - (iii) Equipment:

- Hydraulic rescue tools to include spreaders and cutters. Four (4), 2.5-gal pressurized water bottles, with a 10% Cold Fire solution or equivalent foaming agent. Basic life support equipment to include NP, OP airways, bag valve mask, etc.
- Two (2) push brooms with wooden heads
- One (1) scoop shovel
- Two (2) 5-gallon containers of oil dry.

(b) On-track Ambulance:

- (i) Responsibilities: Transportation and treatment of injured or ill individuals, (Including drivers, crewmen, safety workers, and/or anyone working in an on track capacity)
- (ii) On the first day of track activity all ambulances and the crews assigned to on-track responses will be briefed by an IndyCar Safety Team paramedic at least one hour prior to track activity. This briefing will include the preferred setup of the stretcher/cot and airway equipment, the staging of the ambulance during an incident, and the transfer of care. In the event that a new ambulance or crew is put into service throughout the event the new crew shall receive this briefing at least one-hour prior to being placed into standby position on the track.
- (iii) Staffing: *Minimum of one (1) certified paramedic, and one (1) certified EMT.*
- (iv) Equipment: *Ambulance must be a certified ALS ambulance, and equipped in compliance to the state ALS certification requirements.*

(c) Paddock and Care Center Ambulance

- (i) A certified ALS ambulance must stage at the infield care center
- (ii) It will be staffed with one state certified paramedic and one state certified EMT
- (iii) Ambulance and Crew must be in place and in service Setup days, and all days cars are on track, 30 minutes before the garages open and remain in service and on the grounds 30 minutes after the garages close.
- (iv) If an INDYCAR team receives permission from INDYCAR to work in the garage area after the official scheduled closing time, INDYCAR will notify the promoter and the ambulance will be required to remain on grounds until the team has finished their work, and leaves the garage area.

Section 9.05 Racecar Recovery Equipment and Staffing – Though wreckers are the standard required equipment, INDYCAR may request additional vehicles that may include, Flatbeds, Cranes, and or Gehl Type forklifts.

(a) Wreckers

(i) Responsibilities

- Race car recovery on first day of track activity all wreckers must be set up with booms and necessary IndyCar equipment at least one hour prior to track activity and be inspected by the IndyCar Safety Team Coordinator or their designee to insure it meets the required specifications and is set up per our specifications. In the event that a replacement wrecker is put into service throughout the event this procedure must be completed one hour prior to the wrecker being put in service on the track.

(ii) Staffing

- *Two (2) qualified Operators.*



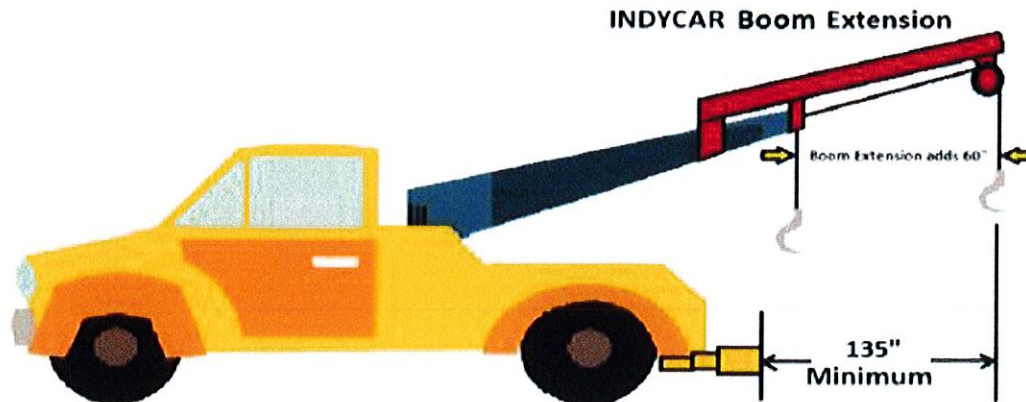
- The wrecker operator is responsible for running the wrecker controls, raising and lowering the racecar.
- The wrecker operator will also help the INDYCAR apply the diaper, when requested.
- Unless the wrecker is equipped with mounted seats with seatbelts, no individuals may ride on the back of the wrecker.

(iii) Equipment

- Minimum of (1) one wrecker must be equipped with a double winch system.
- Minimum of (3) three wreckers must be equipped with a single winch system
- Two, 4 ft. straps
- Two, 6 ft. Straps
- Two motorcycle style wheel straps
- Diapers
- Cinch straps

Note: INDYCAR will provide

*Boom extensions -- There must be at least 135" of clearance from the rear of the wrecker, to a vertical line down from the wrecker hook. The boom extension adds 60" (5') to the existing boom for the INDYCAR boom extension to fit, the width of the wrecker boom cannot exceed 6" at its widest point*



Section 9.06 Race Track Cleanup Equipment and Staffing.

(a) Clean-up truck

(i) Responsibilities

- Assist with track clean up
- Back up to INDYCAR for spreading oil dry

(ii) Staffing

- Four Operators, including the driver

(iii) Equipment

- Oil dry spreader
- Three push brooms with wooden heads
- Two, 5 gal containers of oil dry
- Three, 5-gal metal containers for picking up debris

(b) Parts Truck

(i) Responsibilities

- Assist cleaning up debris after an accident

- *Take all the collected parts to the pre-designated area for drop off*
- (c) Vacuum Street Sweeper
- (i) Responsibilities
    - *Vacuum the track surface at the beginning of the day before the first on track activity, between sessions, and after an accident*
    - *May be used to vacuum "marbles" during the race, to help widen the racing groove*
    - *A complete track sweep starting with the pit area shall be completed at least one hour prior to any scheduled track activity on each day of the event. Sweepers will need to be equipped with a radio and headset that has the IndyCar frequency in order to receive dispatch/direction while on track.*
  - (ii) Staffing
    - *One Operator*
  - (iii) Equipment
    - *Rotating curb brushes (must be nylon, not metal)*
    - *Must be a full-size street sweeper*
- (d) Tractor Blower/Rotating Broom
- (i) Responsibilities
    - *Track Clean-up*
  - (ii) Staffing
    - *One Driver on Each Vehicle*
  - (iii) Equipment
    - *Rotating broom must be nylon, not metal*
- (e) Jet Blower/Dryer
- (i) Responsibilities
    - *Pre on-track activity track preparation (cleanup)*
    - *May be used for track cleanup between sessions and during the race, to help widen the groove*
    - *Track drying (rain, etc.)*
  - (ii) Staffing
    - *Qualified jet dryer truck operator provided by the promoter*

#### Section 9.07 Incident Response

- (a) All track response will be on dispatch only
- (b) Self-dispatch is prohibited
- (c) If an individual on a rescue vehicle becomes aware of a circumstance or condition requiring a response, they will:
  - (i) Contact INDYCAR Fire Control
  - (ii) Describe the situation and reason that indicates their need to dispatch
  - (iii) Wait for INDYCAR Fire Control dispatch

#### Section 9.08 Pit Lane-Requirements

- (a) Responsibilities
  - (i) Fire stand by and fire suppression in pit lane
  - (ii) Assist with the stabilization of injured or ill individual in pit lane
  - (iii) Assist with spilled fluid clean-up in pit lane
- (b) Manpower and Equipment Requirements

- (i) Three (3) local firefighters assigned as “Pit Boss”. They will assume the unit numbers 96, 97, and 98, and will report to INDYCAR.
  - (ii) Practice and qualification day-one (1) firefighter for every four (4) active pits, each equipped with one 2.5-gal pressurized water can, with 10% Cold Fire solution
  - (iii) Race Day-One (1) firefighter per each active pit, each equipped with one 2.5-gal pressurized water can with 10% Cold Fire additive
- (c) Pit Medic Cart
- (i) Equipped with ALS equipment, and staffed with one (1) paramedic and one (1) EMT
  - (ii) Must have the ability to transport patients
    - Practice and qualification days, 1 cart required
    - Race day, 2 carts required
- (d) Pit Fire Cart
- (i) Equipped with-two, 2.5-gal pressurized water cans with 10% Cold Fire
  - (ii) One (1) 50-pound bag of Oil Dry 1, Diaper (Provided by the INDYCAR)
  - (iii) Staffed with 2 Firefighters
    - Practice and Qualification Days, 1 Cart Required
    - Race Day, 2 Carts Required
- (e) Roving equipment cart
- (i) Equipped with:
    - Four (4) 2.5-gal pressurized water cans with 10% Cold Fire solution
    - Four (4) push brooms with wooden heads
    - Four (4) 40 lb. to 50 lb. bags of oil dry
    - Two (2) scoop shovels
    - Two diapers
    - Staffed with two (2) firefighters
  - (ii) One (1) 55-gal barrel of water at each active pit. This barrel must be clearly marked “Water Only”
  - (iii) One (1) 5-gal bucket of water at each active pit. This bucket must be clearly marked “Water Only”
  - (iv) Pre-designated clean-up equipment supply station, placed every eight (8) pits, Equipment placed in the station area should include:
    - Four (4) 40 lb. to 50 lb. bags of oil dry
    - Two (2) push brooms with wooden heads
    - One (1) diaper
    - One (1) scoop shovel
    - One (1) 2.5-gal pressurized water with 10% Cold Fire solution
- (f) A Standpipe should run the length of pit lane, with a hose line every 5 pit boxes. A Street certified fire department pumper, staffed in compliance with local Fire Department, may also be used for pit fire protection and suppression.

Section 9.09 INDYCAR Experience Two-Seater and Safety Car Rides

- (a) INDYCAR Experience Two-Seater and Safety Car Ride coverage must be provided as follows:
- (i) Two (2) fire/cleanup trucks staffed with two (2) firefighters each.
  - (ii) One (1) ALS ambulance staffed with one (1) EMT and one (1) paramedic.
  - (iii) One (1) wrecker with two (2) operators.
  - (iv) INDYCAR will provide a dispatcher in fire control for track communications.

- (b) These activities are normally scheduled on set-up day and run from 1 two 3 hours. On occasion, the two-seater and safety car rides take place on scheduled event days.

Section 9.10 Product Information

(a) Cold Fire Supplier's

- (i) Pete Trueblood, [www.xovest.com](http://www.xovest.com)  
Cell Phone 812-249-4853  
Fire Freeze Worldwide Inc., [www.firefreeze.com](http://www.firefreeze.com)

- (ii) Supplier-Cold Fire Southeast  
Justin Partridge  
3025 Wilson St Pelham, AL 35124  
205-602-3847  
[Info@coldfiresoutheast.com](mailto:Info@coldfiresoutheast.com)  
[www.coldfiresoutheast.com](http://www.coldfiresoutheast.com)

(b) Manufacturer's Recommended Water to Cold Fire Mixtures

- (i) T2.5-gal Pressurized Water Can, 1 qtr. Cold Fire in 8 qtr. water, or 10% solution  
(ii) On-board Fire Tanks,
  - Class A, 1-3%
  - Class B, 3-6%
  - Class D, 6-10%

(c) Oil Dry Supplier - Safety Kleen Fine

- (i) Drew Patey  
Safety Kleen Systems Inc.  
Motorsports Manager  
Office: 386-788-4441  
Cell: 386-547-7091  
[Drew.patey@safety-kleen.com](mailto:Drew.patey@safety-kleen.com)  
1420 New Bolton Dr.  
Port Orange, FL 32129

- (d) Oil Dry must be the consistency of sand and have the ability to be easily crushed into a powder so it can absorb the fluid spill.

**End Exhibit "F"**