



Monterey County Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

www.co.monterey.ca.us

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Glenn Church to:

Agreement No.: A-16210

Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 1 to the Standard Agreement with ATI Restoration, LLC. for emergency mitigation services related to the 2023 Pineapple Express storm events, to increase the not to exceed amount by \$875,000 for a total not to exceed amount of \$1,075,000.

PASSED AND ADOPTED on this 4th day of April 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams

NOES: None

ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting April 4, 2023.

Dated: April 5, 2023
File ID: A 23-102
Agenda Item No.: 12.1

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Emmanuel H. Santos, Deputy

**AMENDMENT NO. 1
TO COUNTYWIDE SERVICE AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
ATI RESTORATION, LLC, A DELAWARE LIMITED LIABILITY COMPANY**

THIS AMENDMENT NO. 1 is made to the Standard Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "COUNTY") and ATI Restoration, LLC, a Delaware limited liability company, (hereinafter, "CONTRACTOR"), is hereby entered into between the COUNTY and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Agreement with the County on March 29, 2023, for the provision perform emergency mitigation services at 29 Bishop Street and Kent Court in Pajaro ("Agreement"), with an initial not to exceed amount of \$200,000 to begin mitigation work; and

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to increase the not to exceed amount by \$875,00 for a total AGREEMENT not to exceed amount of \$1,075,000 to cover the total expected mitigation costs; and

NOW THEREFORE, the Parties hereby agree to amend the Agreement as follows:

1. Amend the second sentence of Paragraph 2.0 "PAYMENT PROVISIONS" to read:
The total amount payable by County to CONTRACTOR under this AGREEMENT is not to exceed the sum of \$1,075,000.
2. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.
3. This Amendment No. 1 and previous amendment shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
4. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

IN WITNESS WHEREOF, the Parties execute this **AMENDMENT NO. 1** which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

DocuSigned by:
By: Angelica Kuelas
4DFC1170E789451...
Contracts/Purchasing Officer

Date: 4/27/2023 | 10:52 AM PDT

**Approved as to Form and Legality
Office of the County Counsel**

DocuSigned by:
By: Mary Grace Perry
A1933B26E717442...
Deputy County Counsel

Date: 4/24/2023 | 4:01 PM PDT

Approved as to Fiscal Provisions

DocuSigned by:
By: Ma Mon
2617DD077D65395...
Auditor/Controller

Date: 4/25/2023 | 7:59 AM PDT

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

CONTRACTOR*

ATI RESTORATION, LLC

Contractor's Business Name
DocuSigned by:
By: Scott Weitzman
78DACC08C09499...
(Signature of Chair, President or Vice President)

Its: Scott weitzman Manager
(Print Name and Title)

Date: 4/20/2023 | 10:22 AM PDT

DocuSigned by:
By: Barry Metcalf
ADB143E962FD43C...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Assistant Treasurer)

Its: Barry Metcalf Manager
(Print Name and Title)

Date: 4/20/2023 | 10:37 AM PDT

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal 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 or Amendment to said Agreement.

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter “County”) and:

ATI Restoration, LLC, a Delaware limited liability company

(hereinafter “CONTRACTOR”).

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

1.0 GENERAL DESCRIPTION:

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: Scope of work to perform emergency mitigation services to the following location: Pajaro Library, Clinica De SVS Family Care, Agricultural Commissioner's Office, Kent Court mobile home.

2.0 PAYMENT PROVISIONS:

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: \$ **200,000**

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from March 29, 2023 to June 30, 2023, 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:

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

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other:

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:

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:** Without limiting CONTRACTOR’s duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:

Requestor must check the appropriate box.

Agreement Under \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

Agreement Over \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers’ Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer’s Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers’ compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a “claims-made” basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail

ATI Restoration, LLC
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NTE: \$200,000

coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

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 always 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

ATI Restoration, LLC

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NTE: \$200,000

this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 **RECORDS AND CONFIDENTIALITY:**

- 10.1 **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.
- 10.2 **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.
- 10.3 **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.
- 10.4 **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.
- 10.5 **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:

- 11.1 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), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), 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:

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 COMPLIANCE WITH APPLICABLE LAWS:

13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always 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 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.

15.0 NOTICES:

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:

FOR COUNTY:	FOR CONTRACTOR:
Florence Kabwasa-Green Capital Projects Manager	Vectra Sok Senior Project Director
Name and Title	Name and Title
1441 Schilling Place, South 2nd Floor Salinas, California 93901-4527	848 E. Gish Road, Unit 2 San Jose, CA 95112
Address	Address
kabwasa-greenfa@co.monterey.ca.us (831) 755-4805	510-753-1308 Vectra.sok@ATIRestoration.com
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

- 16.01 **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.
- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **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.
- 16.04 **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.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **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.

ATI Restoration, LLC
 Term: 3/29/2023 to 6/30/2023

- 16.07 **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.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **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.
- 16.12 **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.
- 16.13 **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.
- 16.14 **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.
- 16.15 **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.
- 16.16 **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.

17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**

- 17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this

Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 Counterparts.

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 Form: Delivery by E-Mail or Facsimile.

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

***** THIS SECTION INTENTIONALLY LEFT BLANK *****

18.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY

CONTRACTOR

ATI Restoration, LLC, a Delaware limited liability company

DS
GE

By: DocuSigned by:
Debra R. Wilson
7B744037AA0B44B...
Contracts/Purchasing Officer
4/3/2023 | 7:41 AM PDT

Date: _____

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form
County Council
Leslie J. Girard, County Counsel

By: DocuSigned by:
Mary Grace Perry, Deputy County Counsel
A1008D20E717442...
Office of the County Counsel

Date: 3/31/2023 | 2:15 PM PDT

Approved as to Fiscal Provisions

By: Ma Mon
2617DD077D65495
Auditor/Controller

Date: 3/31/2023 | 4:31 PM PDT

By: _____
Risk Management

Date: _____

By: DocuSigned by:
Scott Weitzman
70D0000D000D400...
(Signature of Chair, President, or Vice-President)
Scott Weitzman Regional Manager

Date: 3/31/2023 | 11:39 AM PDT
Name and Title

By: DocuSigned by:
Barry Metcalf
ADB44250625D43C...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)
Barry Metcalf Manager

Date: 3/31/2023 | 11:42 AM PDT
Name and Title

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal 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 or Amendment to said Agreement.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

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

ATI Restoration, LLC
Term: 3/29/2023 to 6/30/2023



Date: 03/28/2023
Job No: FEA-83-05590, FEA-83-05592, FEA-83-05595, FEA-83-05598
Project Address: 29 Bishop St, Pajaro, CA
City, State, Zip: Pajaro, CA 95076-5266
Insurer/Adjusting Firm: McClarens/Prism
Adjuster Name: Johanna Pace

WORK PROPOSAL AND AUTHORIZATION - COMMERCIAL CONTRACT

ATI Restoration, LLC (the "Contractor" or "ATI") makes the following work proposal (the "Proposal") to Monterey County Pajaro Flood Loss (the "Client") for the property located at 29 Bishop St, Pajaro, CA Pajaro, CA 95076-5266 (the "Project"). Upon acceptance by Contractor and Client, this Proposal shall become the contract between the parties (the "Contract").

DESCRIPTION OF THE WORK: Contractor will furnish all materials, equipment, subcontractors and perform all labor necessary to complete the following work (the "Work"): Scope of work to perform emergency mitigation services to the following location: Pajaro Library, Clinica De SVS Family Care, Agricultural Commissioner's Office, Kent Court mobile home.

CONTRACT PRICE:

- Authorize to commence Work with the understanding that all costs and terms will be in detail and submitted in writing to Client.
Fixed Sum of \$
Time & Materials to include labor, materials, equipment and other costs (see attached fee schedule).

PAYMENT TERMS: Payment shall be made by single payment as the Work progresses according to the following: 30% mobilization fee due at signing and remaining balance due at completion of services.

Client shall be responsible for payment of the entire Contract Price. Unless otherwise agreed above, the entire balance (if any) is due within 10 days after substantial completion of the Project. All deductible amounts not covered by insurance and all additional Work authorized in a change order must also be paid and are due upon acceptance of the Work.

Any payment due and unpaid under the Contract shall bear interest from the date payment is due until the date paid in full at the highest rate then permitted by law. Additionally, in the event that Client fails to make payment when it is due, Contractor shall have the right to stop all Work until payment is made.

CONTRACT TIME: If this Proposal is accepted on or before 3/29/23 (the "Proposal Deadline") the Work will be started by: 3/29/23 and will be substantially completed by: 4/18/23. The Work will be performed as expeditiously as reasonably possible in a good and workmanlike manner.

SUBMISSION AND ACCEPTANCE:

Respectfully submitted by Contractor:
ATI Restoration, LLC, a Delaware limited liability company; License No.: 1075543
Address: 3360 E. La Palma Avenue, Anaheim, CA 92806
Local Address: 848 E. Gish Road, Unit 2 San Jose, CA 95112
Local License No.: 1075543

By: [Signature]
Its: Senior Project Director

Date: 03/28/2023
HIS Registration #: N/A

Accepted by Client: Client hereby accepts the foregoing Proposal. The Contractor is authorized to do the Work as indicated, and Client will pay for it in the time and manner specified above.

Name:
Title:
Signature: Date:
Address:
City: State: Select... Zip:
Phone: Email:

CLIENT'S INSURANCE: To the extent that the Work performed under this Contract is covered by an applicable insurance policy, Client hereby (1) assigns to Contractor Client's right to be paid insurance proceeds relating to the Work; (2) appoints Contractor as Client's attorney-in-fact to endorse insurance checks issued in Client's name; (3) instructs Client's insurer to either pay the insurance proceeds due relating to the Work directly to Contractor or to insert Contractor's name in each

~~insurance check or draft made in payment of the loss and send such payment to Contractor; and (4) agrees to pay directly to Contractor any amount not covered by Client's insurer. Client expressly agrees to bear the risk that Client's insurance company denies the applicable claim, and agrees that Client shall remain fully responsible for payment for the Work in the event that coverage is denied. Unless Contractor agrees otherwise, Client shall carry adequate property damage and liability insurance to cover the Work. Contractor shall be acting solely for Client and not for Client's insurer/adjuster.~~

~~**LIMITATION OF LIABILITY:** Client agrees that Contractor's liability for any breach of the Contract, and for any matters arising out of or related to Contractor's Work under the Contract, shall be limited to the amount paid by Client to Contractor for Contractor's Work under the Contract.~~

~~**LEGAL RIGHTS AND REQUIREMENTS:** To secure payment of all amounts owed for Contractor's work and providing storage and protection for Client, Client acknowledges that Contractor has a lien on all property of Client in Contractor's possession pursuant to Civil Code Section 3051 and Commercial Code Section 7209. Removal of hazardous materials, including asbestos, is subject to additional legal requirements and is not a part of the Contract. Client should inform Contractor if Client is aware of any asbestos or lead in any part of the jobsite (built before 1978).~~

SEVERABILITY: If any provision of the Contract is held by a court of competent jurisdiction to be void or unenforceable, the remaining provisions of the Contract shall remain in effect.

CHANGE ORDERS: Contractor ^{may be} is entitled to a Change Order for delays encountered in the Work, for concealed, unknown or unusual conditions, for extra work actually performed, and for new or additional governmental requirements concerning or affecting the Work which become effective during the Contract Time, that in Contractor's judgment, make the Work more expensive, burdensome or time-consuming. In the event that the Contract is being paid from insurance proceeds, in whole or in part, directly or indirectly, Client authorizes its insurer to approve changes in the Work consistent with the Project as well as the applicable policy and coverage. In the event that Client's insurer approves changes and issues payment to Contractor for those changes, the approved insurance scope, including the changes, shall constitute a binding Change Order, and Contractor shall be entitled to all insurance funds issued in relation to the approved changes. ^{and County's}

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, 9821 BUSINESS PARK DRIVE, SACRAMENTO, CALIFORNIA, 95827; P.O. BOX 26000, SACRAMENTO, CA 95828.

GENERAL PROVISIONS

1. Client's Obligations. Client shall provide ATI with adequate and timely access to the Project Site so that ATI will be able to complete the Work as provided in the Contract. Client shall not interfere with ATI's performance of the Work and shall cause its employees, agents, contractors and other persons to refrain from doing so.

2. Change Orders.

2.1. Processing Change Order Requests. ~~Client shall make its decision concerning any other Change Order request within forty-eight (48) hours after the request is made. Client's failure to make a decision concerning a Change Order request within the applicable time period may, in ATI's discretion, extend the Contract Time. If circumstances do not permit a formal Change Order to be executed before commencement of the portion of the Work affected thereby, Client's representative may authorize ATI to begin that portion of the Work by delivering a handwritten authorization to ATI. ATI may rely on any such handwritten authorization in performing the Work described therein, and Client agrees that the Contract Price shall be increased in connection with such additional Work.~~

2.2. Disputes Concerning Additional Work. If there is a dispute about whether additional Work requested by Client is within the scope of the Work or is an addition requiring a Change Order, and the estimated cost of performing the additional Work is at least five percent (5%) of the original Contract Price, ATI shall not be required to begin performance of the disputed additional Work until the matter is either resolved by legal proceeding or is otherwise resolved to the mutual satisfaction of Client and ATI.

3. Termination of Agreement.

ATI may terminate the Contract if the Work is stopped for a period of 30 days or more through no fault of ATI or any persons performing any portion of the Work under contract with ATI, for any of the following reasons: (a) issuance of an order of a court or other public authority having jurisdiction; (b) an act of government; (c) ~~because Client has not made a payment to ATI within the time stated in the Contract; or~~ (d) if Client has persistently failed to fulfill Client's obligations under the Contract.

4. Mold Remediation.

4.1 Repair of Water Damage. If the Work involves any remediation of microbial contamination, ATI shall not be responsible for identifying or repairing any water intrusion, leak or source of water damage. ATI strongly recommends that the source of the water intrusion be repaired by the Client before remediation begins.

4.2 Extent of Mold Remediation Required. Remediation area surfaces covered by the Contract will not be entirely free of all microbial contamination. Fungal growth is found naturally both indoors and outdoors. Mold spores travel by air currents, objects, people and animals, release toxins through the air, and therefore may be present throughout the Project, in varying degrees of concentration. Under current technology, it is physically impossible for the average structure to be entirely free of fungal or mold spores. If microbial remediation is called for by the Contract, surfaces and materials affected by microbial contamination will exhibit no visually apparent evidence of residual microbial reservoirs. Complete eradication of all potential microbial infestation cannot be guaranteed, nor can permanent remediation be assured. New microbial infestation can occur in the future, within either previously exposed or unexposed areas of the structure.

4.3 Safety Precautions. ATI shall comply with all safety precaution instructions of Client. However, ATI shall be under no obligation to issue safety regulations or instructions to Client, except as set forth in the Contract.

4.4 Indemnity. ~~ATI shall not be obligated to indemnify Client against any loss, claims, or suits (including costs and attorneys' fees) for injuries to or death of persons, or damages to, or destruction of any property belonging to either the Client or others. ATI shall not be liable for any diminution in the value of any property attributable to any clean-up, detoxification, remediation, or any other type of response action taken with regard to the microbial infestation performed pursuant to the Contract in a reasonable manner. If ATI is misled by any incorrect information provided by the Client as to the location or extent of microbial infestation, the Client shall bear all financial risks and loss associated with the correction of unforeseen conditions to the extent of ATI's justifiable and reasonable reliance.~~

5. Miscellaneous.

5.1 Amendment. ~~Subject to Section 2.1,~~ Changes may be made only by a written amendment executed by all parties.

5.2 Authority. Each individual signatory hereto represents and warrants that he or she is duly authorized to sign the Contract and is personally bound, or if signing on behalf of another, is authorized to do so and that the other is bound.



March 27, 2023

Monterey County
29 Bishop St.
Pajaro, CA 95076

ATI Restoration LLC, is pleased to present the following **Rough Order of Magnitude** for **Emergency Mitigation Services**:

SCOPE OF WORK:

The proposed Scope of Work is as follows:

-Clinica de SVS 29A Bishop St Pajaro, CA (ROM \$55,000.00)

- Erect containment barriers in back hallway
- Remove all affected HVAC ducting from crawlspace
- Excavate 2 inches of top soil
- Apply disinfectant enzyme throughout crawlspace
- Install desiccant to stabilize crawlspace

-Agricultural Office 29B Bishop St. Pajaro, CA (ROM \$55,000.00)

- Erect containment barriers in back hallway
- Remove all affected HVAC ducting from crawlspace
- Excavate 2 inches of top soil
- Apply disinfectant enzyme throughout crawlspace
- Install desiccant to stabilize crawlspace

-Pajaro Branch Library 29 Bishop St. Pajaro, CA (ROM 125,000.00)

- Excavate sand from playground and sandbox
- Apply disinfectant enzyme on all surfaces

(Interior of Pajaro Branch Library)

- Erect containment barriers in all affected areas
- Remove all affected carpet on all 3 levels to cross contamination
- Detach all historic moldings/trims and save on site
- Scrape all bubble paint/ remove plaster from affected areas
- Properly bag and dispose of all damage plaster
- Install a desiccant in the Pajaro Library to stabilize affected areas

- Kents Court (19 Mobile homes) **ROM \$500,000.00**

- Removal of mud and debris beneath mobile home
- Removal of all HVAC duct work beneath mobile home
- Removal of all vapor barrier beneath mobile home
- Removal of all insulation beneath subfloor
- Apply disinfectant enzyme on all surfaces

SCHEDULE & MANPOWER:

ATI Restoration will provide up to 1 Project Director, 2 Project Supervisor, and 12-16 Restoration Technician per day, as needed to complete the work described above. ATI Restoration anticipates running 8-10 hours shifts per day. Additional personnel may be added, as needed, to complete work.

PRICING:

All ATI Restoration costs related to the scope of work will be tracked and billed on a time and materials basis in accordance with Prevailing wage rate pricing. Travel time will be billed in accordance with the ATI 2023 Rate schedule. ATI Restoration will perform the work described in this scope of work for **ROM \$735,000.00** this amount includes the cost of all labor, material, equipment, and transportation. Miscellaneous items (Dumpsters, Temp Power, and Boom lift) **are not included**. This will be provided upon receipt and will be marked up 10+10.

Payment terms for all invoices will be net 30 from date of the invoice

Respectfully submitted,
ATI Restoration LLC. (License #1075543)

Vectra Sok
Senior Project Director
510-753-1308
Vectra.sok@ATIRestoration.com

ATI RATE SCHEDULE 2023 VERSION 2023-01-30A



ACKNOWLEDGEMENT

ATI Restoration, LLC (ATI) would like to thank you for selecting us as your disaster recovery provider. ATI is the largest family-owned Restoration Contractor in the United States. We are experts in full- service restoration, environmental remediation and construction. With office locations and expert staff throughout the United States, ATI is ready to assist you on all jobs: large or small, 24 hours per day, 7 days per week, and 365 days per year.

Customer understands ATI has contracted with the customer and not the Customer's insurance company. The customer (insured) is ultimately responsible for all payments for services rendered, invoices or portions of the work that are not covered by the insurance company (i.e. cost of work, deductibles, betterments, depreciation, and any other amounts not paid by insurance). Payment to ATI is not contingent upon ATI's invoice being fully or partially approved by Customer's insurance company. Customer bears the risk that the insurance claim may be denied in full or in part. ATI expressly requires all payments pertaining to ATI's work shall be paid directly to ATI Restoration, LLC. This requires you direct your insurer to pay ATI directly in writing. ATI shall also be listed as an additional payee on any claim payments pertaining to the work performed under this agreement.

If ATI has offered weekly and/or monthly discounted equipment rates, the customer acknowledges and agrees that ATI's discounted rates are offered contingent upon the relevant invoice being paid in full within Net 60 Days of the date of the invoice. All payments paid at or after 61 days must be paid in full based on the daily equipment rates and will not be discounted on any basis.

ATI will maintain and provide records relating to this job, including labor, materials, equipment, vendors, sub-contractors, and receipts. The client, the insurance company, and all other parties have 30 days from receipt of invoice to report in writing any discrepancies, issues, or errors to ATI for correction. After this 30-day period, ATI will not remove, alter or delete any items from the invoice, which will then be due and payable. ~~Payments made beyond 30 days will be subject to a 1.5% per month finance charge.~~

Any work performed under this agreement will be billed at the most recently published Time & Material Rate Catalog on the start date of a project. By signing below, the Customer acknowledges receipt of the current Time & Materials Rate Catalog, represents that Customer has reviewed the rates, and agrees to pay ATI in accordance with the rates and conditions therein. The customer further agrees that the most current version of the rates at the time of loss are not subject to negotiation or discount.

ATI RESTORATION HEADQUARTERS

3360 E. LA PALMA AVENUE
ANAHEIM, CA 92806
E: INFO@ATIRESTORATION.COM
P: 800-400-9353

Customer Signature: _____ Date: _____

Printed Name: _____

Title: _____

This document and all information contained herein is the confidential property of ATI Restoration, LLC

SCHEDULE A

LABOR RATES & CLASSIFICATIONS

LIFE, REBUILT WITH CARE.

LABOR CLASSIFICATION	HOURLY RATE
PROJECT DIRECTOR	\$159
PROJECT ESTIMATOR	\$116
PROJECT MANAGER	\$131
PROJECT MANAGER, SENIOR / OPERATIONS MANAGER	\$138
PROJECT MANAGER, ASSISTANT	\$105
RESOURCE & LOGISTICS COORDINATOR	\$105
RESOURCE & LOGISTICS SUPPORT	\$55
ENVIRO, HEALTH, & SAFETY SPECIALIST	\$115
PROJECT ACCOUNTANT	\$75
EXECUTIVE	\$251

LABOR CLASSIFICATION	HOURLY RATE
SUPERVISOR, RESTORATION	\$74
SUPERVISOR, BIOHAZARD	\$220
SUPERVISOR, HEALTHCARE	\$176
SUPERVISOR, ENVIRO/TECHNICAL	\$100
TECHNICIAN, RESTORATION	\$69
TECHNICIAN, BIOHAZARD	\$205
TECHNICIAN, HEALTHCARE	\$125
TECHNICIAN, ENVIRO/TECHNICAL	\$90
EQUIPMENT OPERATOR/TECHNICIAN	\$118
GENERAL LABORER	\$55
SKILLED TRADES	XACTIMATE©

MAJOR EVENTS For all major event jobs, ATI will charge an indirect expense allocation of 5% of the total invoice. This will assist in covering costs associated with overall event mobilization, corporate oversight & management, and logistics costs, which may not be identified for just one project.

A major event is defined as follows:

- any local, regional, or national event with a significant volume of damage and/or concern,
- any job for which ATI deploys their national response team
- any non-construction job exceeding one million dollars in value

COSTS PLUS 20% PLUS 10% Trade labor & associated fees, subcontractors, vendors, ~~travel, lodging, per diem~~, freight, transportation, taxes, permits and all other costs will be invoiced at cost plus 20% overhead, plus 10% profit.

EMERGENCY FEE ATI charges an emergency service fee of \$250 for jobs performed after normal business. Normal business hours are Monday through Friday 8:00 am to 5:00 pm local time. These fees are also applicable to holidays.

DISPOSAL FEE ATI charges a minimum of \$175 for jobs performed without an on-site dumpster. Projects with large amounts of disposal are invoiced according to local market rates plus 20% overhead and 10% profit.

INSURED'S EMPLOYEES ATI charges \$3.50 per person per hour of supervision of insured's employees.

LABOR CLASSIFICATION All outside labor for the scope of the project will be billed according to the labor classification and hourly rates published in this document plus all applicable fees such as per diem, small tools, vehicles, lodging, etc.

XACTIMATE© Some of the trade labor rates shown reference to Xactimate©, the estimating ecosystem and a trusted cornerstone of the restoration industry. By using Xactimate trade labor rates, our clients are provided with trade labor rates that are consistent with their locale and economy. All Xactimate rates will be marked up at cost plus 20% overhead and 10% profit

PREMIUM WAGES When working in and around the top 10 highest cost-of living metropolitan areas in the US, a 25% premium will be applied to all labor rates in order to account for increased costs. This premium is the minimum and is subject to change. Any modifications to the multiplier will be submitted in writing and will become part of this agreement.

PREVAILING WAGE AND UNION Work performed under a contract subject to federal and state wage and hours laws, prevailing wages, and/or collective bargaining agreements may require negotiated changes to the above rates. As prevailing wages vary by jurisdiction, such rates will be provided on a case-by-case basis. Generally, our prevailing wage rates will be based on the following formulas:

- In-house staff = [base rate + fringe rate] x 1.94
- Outside staff = [base rate + fringe rate] x 2.32
- In no case will the prevailing wage billable rate be less than ATI's standard rate for any particular labor classification.

SCHEDULE A

LABOR RATES & CLASSIFICATIONS

LIFE, REBUILT WITH CARE.

STANDARD RATES Standard rates are rates that apply to work performed within standard business hours: 8:00 am-5:00 pm, Monday through Friday for non-government entities. Our rates for labor, materials, and equipment do not include the costs of local and state taxes, licensing, or permit fees.

OVERTIME ATI pays its employees in accordance with all applicable overtime laws. In all states, all hours worked on Saturday and Sunday are considered overtime. Additionally, all hours worked are cumulative over all jobs. Hours are billed to jobs according to the employee's overtime eligibility when the hours are worked by the employee. These overtime billing rates shall apply regardless of how many hours the employee has spent on the relevant project. Example: if a tech works 30 hours on one job and works 20 hours on the next job, that second job will be billed for 10 regular hours and 10 overtime hours.

HOLIDAYS ATI staff working holidays will be paid and charged double time. ATI recognizes the following national holidays: New Year's Eve, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas eve, and Christmas day. Federal, state, and local government work may require additional paid holidays which will also be paid and charged double time.

TRAVEL TIME The hourly scheduled labor rates are billed portal to portal (i.e. office to job site or job site to job site) for ATI employees, vendors, and subcontractors.

TRAVEL PER DIEM & LODGING For projects involving travel and/or overnight stays, ATI provides per diem in accordance with the US general services administration's published per diem rates. These rates can be found at <https://www.gsa.gov/travel/plan-book/per-diem-rates>. ~~Per diem rates are subject to a 20% overhead factor plus a 10% profit factor.~~

WORK WEEK The work week will begin on Monday and end on Sunday.

LABOR MINIMUMS ATI charges a 4-hour minimum for all on site personnel.

STANDBY TIME When circumstances beyond ATI's control require personnel to standby on the job site, a minimum charge of 6 hours per person, per day will be billed in addition to any and all reimbursable expenses associated with the standby.

CLASSIFICATION DOCUMENTATION ATI shall have no obligation to provide the client, insurer, or consultant with any information or documentation regarding any personnel's labor classification, except as otherwise submitted by ATI to a government entity and deemed, by state law, to be public record.

SCHEDULE B

MATERIAL & CONSUMABLES RATES

LIFE, REBUILT WITH CARE.

ITEM DESCRIPTION	UOM	RATE
5 GALLON GAS CAN	EA	\$195.00
55 GALLON METAL DRUM	EA	\$425.00
ABSORBENT - SAWDUST/WOOD FIBER	BG	\$33.00
ADHESIVE SPRAY	CN	\$18.00
AIR CASSETTE ASBESTOS / LEAD	EA	\$4.30
AIR NEUTRALIZER	GL	\$56.00
ALL PURPOSE CLEANER	GL	\$60.00
BAG - GLOVE (UP TO 44" X 60")	EA	\$20.00
BAG - HEPA VAC	EA	\$15.00
BAGS 2MIL 30 X 40	RL	\$124.00
BAGS 3MIL 30 X 40	BX	\$109.00
BAGS 6MIL 30 X 40	RL	\$310.00
BAGS BIOHAZARD	RL	\$130.00
BLADES - FLOOR SCRAPER	EA	\$34.00
BLADES - FLOOR SCRAPER (TILE)	EA	\$37.00
BLADES - KETT SAW CARBIDE	EA	\$192.00
BLADES - KETT SAW DRYWALL	EA	\$30.00
BLADES - KETT SAW PLASTER	EA	\$110.00
BLADES - SAWZALL	EA	\$16.00
BLADES - UTILITY KNIFE (100)	BX	\$21.00
BOOTIES (SHOE COVER)	PR	\$1.00
BOOTS - RUBBER	PR	\$58.00
BOOTS - YELLOW HAZMAT	PR	\$17.00
BOTTLED WATER	CS	\$25.00
BOX - DOCUMENT / BANKER	EA	\$11.00
BOX - LAMP	EA	\$10.00
BOX - LRG (UP TO 4.5 CF)	EA	\$9.90
BOX - MIRROR	EA	\$10.00
BOX - SM (UP TO 1.5 CF)	EA	\$4.90
BOX - WARDROBE	EA	\$24.00
BRUSH - SCRUB	EA	\$12.00
BRUSH - TOOTHBRUSH	EA	\$8.80
BRUSH - UTILITY	EA	\$20.00
BUBBLE WRAP (LRG BUBBLE)	RL	\$196.00
BUBBLE WRAP (SM BUBBLE)	RL	\$365.00
CARPET MASK/SHIELD	RL	\$170.00
CLAMP COLLOR FOR LAYFLAT	EA	\$385.00
CLEANER - CARPET	GL	\$76.00
CLEANER - GERMICIDAL	GL	\$85.00
CLEANER - GLASS	CN	\$12.00
CLEANER - LEAD	PL	\$145.00
CLEANER - MOLD/MILDEW	PL	\$194.00
CLEANER - OVEN/GRILL	CN	\$17.00
CLEANER - STAINLESS STEEL	CN	\$16.00
COROPLAST SHEET (4' X 8') FR	EA	\$29.00
CORRUGATED CARDBOARD (UP TO 48" X 250')	RL	\$215.00
COVERALLS, 2OZ	EA	\$9.60
COVERALLS, TYVEK	EA	\$20.00
DECON, DISPOSABLE UNIT	EA	\$435.00
DECON, POLES	EA	\$56.00
DEGREASER	GL	\$79.00

ITEM DESCRIPTION	UOM	RATE
DEODORIZER	GL	\$145.00
DEODORIZER - MEMBRANE (SIMILAR TO VAPORTECH)	EA	\$99.00
DEODORIZER - SMOKE	GL	\$145.00
DEODORIZER - THERMAL FOG	GL	\$160.00
DEODORIZOR - DUCT ODOR ELIMINATOR	GL	\$103.00
DEODORIZOR - DUCT ODOR ELIMINATOR (BTL)	BL	\$52.00
DETERGENT, LAUNDRY/DISH	GL	\$45.00
DISINFECTANT	PL	\$173.00
DISINFECTANT WIPES	BL	\$135.00
DISINFECTANT, BENEFACT	GL	\$195.00
DISPOSAL CONTAINER (SHARPS/NEEDLE/BLADE)	EA	\$82.00
ENCAPSULANT - ASBESTOS	PL	\$466.00
ENCAPSULANT - LEAD	PL	\$625.00
ENCAPSULANT - MOLD	PL	\$780.00
ENCAPSULANT - SMOKE/ODOR	PL	\$656.00
FILTER - 1/2 RESPIRATOR	EA	\$29.00
FILTER - 20 MICRON SHOWER	EA	\$12.00
FILTER - CHARCOAL/CARBON MEDIA(ROLL)	FT	\$1,131.00
FILTER - DEHUMIDIFIER	EA	\$49.00
FILTER - HEPA (FLOOD EXTRACTOR)	EA	\$54.00
FILTER - HEPA (UP TO 12 X 12)	EA	\$230.00
FILTER - HEPA (UP TO 24 X 24)	EA	\$339.00
FILTER - HEPA SPECIALTY SIZE	EA	\$550.00
FILTER - HEPA VAC	EA	\$515.00
FILTER - NIKRO CUBE (24 X 24 X 15)	EA	\$94.00
FILTER - PAPR	EA	\$36.00
FILTER - PLEATED (UP TO 12 X 12)	EA	\$19.00
FILTER - PLEATED (UP TO 12 X 12) (CARBON)	EA	\$38.00
FILTER - PLEATED (UP TO 12 X 12) (MERV 8)	EA	\$132.00
FILTER - PLEATED (UP TO 24 X 24)	EA	\$38.00
FILTER - PLEATED (UP TO 24 X 24) (CARBON)	EA	\$51.00
FILTER - PLEATED (UP TO 24 X 24) (MERV 10)	CS	\$55.00
FILTER - PLEATED (UP TO 24 X 24) (MERV 8)	EA	\$55.00
FILTER - PRE (UP TO 24 X 24)	EA	\$7.10
FILTER - PRE FILTER (HEPA VAC)	EA	\$9.60
FILTER - WIRE (UP TO 24 X 24)	EA	\$13.00
FLEX DUCT INSUL R6 UP TO 12"	RL	\$150.00
FLEX DUCT UP TO 12"	RL	\$51.00
FLOOR PROTECTION - RAM BOARD	RL	\$153.00
FLOOR PROTECTION (2MIL UP TO 36 X 100) (PRO SHIELD)	RL	\$408.00
FRAGILE LABEL	RL	\$75.00
FURNITURE BLOCK	BX	\$89.00
FURNITURE TAGS	CS	\$150.00
GEL BLOCK LRG	EA	\$100.00
GEL BLOCK SM	EA	\$26.00
GLASSES - SAFETY	PR	\$9.00

SCHEDULE B

MATERIAL & CONSUMABLES RATES

LIFE, REBUILT WITH CARE.

ITEM DESCRIPTION	UOM	RATE	ITEM DESCRIPTION	UOM	RATE
GLOVES - BLACK NITRILE	BX	\$76.00	POLY 6MIL (UP TO 20' X 100') FR REINFORCED	RL	\$548.00
GLOVES - CHEMICAL RESISTANT	PR	\$5.90	POLY HANGER	EA	\$10.00
GLOVES - CUT RESISTANT	PR	\$33.00	QUICKSORB (50/LB)	BG	\$28.00
GLOVES - LATEX	PR	\$23.00	RAG MICROFIBER	EA	\$2.10
GLOVES - LEATHER	PR	\$15.00	RAGS MIXED/BAR MOP/TERRY	BX	\$95.00
GLOVES - PALM COATED	PR	\$8.10	RAGS SURGICAL BLUE	BX	\$166.00
GOGGLES SAFETY	PR	\$19.00	RAINSUIT	EA	\$61.00
HAZARD LABEL	EA	\$2.20	REMOVER, ADHESIVE	GL	\$123.00
LAYFLAT 4MIL (UP TO 12" X 500')	RL	\$233.00	REMOVER, PAINT	PL	\$554.00
LAYFLAT 6MIL (UP TO 12" X 500')	RL	\$300.00	REMOVER, URINE	GL	\$116.00
LAYFLAT 6MIL (UP TO 24" X 500')	RL	\$410.00	RESPIRATOR WIPES	BX	\$15.00
LAYFLAT 6MIL (UP TO 30" X 500')	RL	\$588.00	ROSIN PAPER	RL	\$52.00
LIGHT BULB (HALOGEN)	EA	\$9.50	SAND BAG (25 LB EMPTY)	EA	\$8.80
MASK - DUST (NO VALVE)	EA	\$3.70	SAND PAPER DISK	EA	\$3.10
MASK - N100 W/VALVE	EA	\$26.00	SEALANT - HVAC	PL	\$505.00
MASK - N95 / KN95	EA	\$12.00	SEALANT - HVAC INSULATION	EA	\$470.00
MASTIC REMOVER	GL	\$201.00	SEALANT - LEAD	PL	\$625.00
MOLD CONTROL FOR HVAC/DUCTWORK	EA	\$270.00	SHOWER TOWEL	BX	\$138.00
MOP HEAD	EA	\$11.50	SHRINK WRAP LRG	RL	\$133.00
PACKING FOAM (UP TO 48")	RL	\$191.00	SHRINK WRAP SM	RL	\$78.00
PACKING PAPER	BL	\$124.00	SPONGES (SMOKE/CHEM)	EA	\$7.70
PADS - HIGH PRO 18"	EA	\$28.00	STEEL WOOL	EA	\$1.00
PADS - SCOURING (DOODLE BUG)	EA	\$12.00	SURFACTANT - ASBESTOS	PL	\$410.00
PADS - SPONGES (YLW/GRN)	EA	\$4.50	TACKY MAT	PD	\$125.00
PAPER TOWEL (HEAVY DUTY)	RL	\$145.00	TAPE - 2" DUCT	RL	\$20.00
PENETRATING LUBRICANT	CN	\$24.00	TAPE - 2" PACKING CLR	RL	\$9.30
POLY 10MIL (UP TO 20' X 100')	RL	\$555.00	TAPE - 2" PAINTERS	RL	\$20.00
POLY 10MIL (UP TO 20' X 100') FR	RL	\$782.00	TAPE - 2" POLY	RL	\$15.00
POLY 2MIL (UP TO 10' X 200')	RL	\$110.00	TAPE - 3" PAINTERS	RL	\$31.00
POLY 2MIL (UP TO 20' X 200')	RL	\$256.00	TAPE - 3" POLY	RL	\$26.00
POLY 4MIL (UP TO 10' X 100')	RL	\$117.00	TAPE - ASBESTOS	RL	\$45.00
POLY 4MIL (UP TO 10' X 100') FR	RL	\$157.00	TAPE - BIO HAZARD	RL	\$33.00
POLY 4MIL (UP TO 20' X 100')	RL	\$241.00	TAPE - YELLOW CAUTION	RL	\$49.00
POLY 4MIL (UP TO 20' X 100') FR	RL	\$294.00	TIE WEBBING	RL	\$40.00
POLY 6MIL (UP TO 10' X 100')	RL	\$101.00	ZIP TIE 48"	BX	\$146.00
POLY 6MIL (UP TO 20' X 100')	RL	\$379.00	ZIPPERS CONTAINMENT	EA	\$53.00
POLY 6MIL (UP TO 20' X 100') FR 'ASBESTOS LABEL'	RL	\$745.00			

MARKET ADJUSTMENT ATI reserves the right to adjust the pricing of all materials and consumables based on extreme changes in market conditions beyond our control. This would include pricing increases from market conditions such as changes in product demands based upon a regional, or national, or international catastrophes.

MATERIALS NOT ON THE RATE SHEET Unscheduled materials purchased for the project will be billed at cost plus ^{10%}20% + 10%.

PERSONAL PROTECTIVE EQUIPMENT (STANDARD) ATI charges \$25.00 per man, per day for personal protective equipment including hardhats, vests, and steel toe boots. Consumable items such as safety glasses, gloves, goggles, and dust masks will be billed as consumed.

SMALL TOOLS ATI charges a 3% small tools fee based upon the regular and overtime labor. The list of small tools includes: accounting kits, barrel pumps, bars, batteries, bolt cutters, buckets, cell phones, chains, chairs, crow bars, drills, drives, dust pans, extension cords, fire extinguishers, first aid kits, flashlights, hammers, handles, hog rings, ice chests, job box, ladders, locks, moisture meter, mops, buckets, mops handles, paint rollers, pliers, portable toolbox, ratchet sets, roto zips, sanders, screwdrivers, shears, shovels, smocks, spray bottles, squeegees, staple guns, tables, tape guns, tool box, trash cans, unger poles, water coolers, water hoses, wrenches, wheelbarrows, etc.

SCHEDULE C

EQUIPMENT RATES

LIFE, REBUILT WITH CARE.

ATI DESCRIPTION	UOM	Rate
50' CABLING (DIESEL, ELECTRIC, OR PROPANE)	DAY	\$42.00
AIR COMPRESSOR - (UP TO 15 HP)	DAY	\$279.00
AIR MOVER	DAY	\$32.00
AIR MOVER, AXIAL	DAY	\$36.00
AIR SAMPLING PUMP	DAY	\$23.00
AIR TOOL KIT	DAY	\$26.00
AIR WHIP SYSTEM	DAY	\$125.00
AIR WOLF WITH HOSES & TEE VALVES	DAY	\$150.00
AIRLESS SPRAYER	DAY	\$215.00
ANTI STATIC HEEL GROUNDOR OR WRIST STRAPS	DAY	\$10.00
APPLIANCE DOLLY	DAY	\$43.00
BLADDER / ZONE BAG	DAY	\$241.00
BOX VAN - LARGE	DAY	\$567.00
BOX VAN - MEDIUM	DAY	\$441.00
BOX VAN - SMALL	DAY	\$378.00
CABLE RAMP COVERS	DAY	\$59.00
CARGO VAN	DAY	\$315.00
CARPET CLEANER - PORTABLE	DAY	\$82.00
CARPET CLEANER - TRUCK MOUNTED (FEES INCLUDED)	HR	\$325.00
CART SPRAY SYSTEM	DAY	\$110.00
CATASTROPHE TRAILER	DAY	\$609.00
CUTTING KIT PNEUMATICS/NIBBLER/AIR HAMMER/CLAW RIPPER	DAY	\$105.00
DECON CHAMBER - STAINLESS	DAY	\$53.00
DEHUMIDIFIER - LARGE (110-159 PPD)	DAY	\$181.00
DEHUMIDIFIER - MEDIUM (70-109 PPD)	DAY	\$125.00
DEHUMIDIFIER - SMALL (69 PPD)	DAY	\$100.00
DEHUMIDIFIER - X-LARGE (160+ PPD)	DAY	\$275.00
DEMO CARTS	DAY	\$50.00
DESICCANT DEHUMIDIFIER - UP TO 5000 CFM	DAY	\$2,100.00
DESICCANT DEHUMIDIFIER - UP TO 3000 CFM	DAY	\$1,313.00
DESICCANT DEHUMIDIFIER - PORTABLE (UP TO 500 CFM)	DAY	\$284.00
DESICCANT DEHUMIDIFIER - PORTABLE (UP TO 1000 CFM)	DAY	\$625.00
ELECTRICAL DISTRIBUTION PANEL - UP TO 200 AMP	DAY	\$198.00
ELECTRICAL DISTRIBUTION PANEL - UP TO 400 AMP	DAY	\$289.00
EXTRACTION FLOOD UNIT - PORTABLE	DAY	\$155.00
EXTRACTION FLOOD UNIT - TRUCK MOUNTED	HR	\$325.00
FLAT BOX CART	DAY	\$16.00
FLOOR BUFFER	DAY	\$75.00
FLOOR EDGER 7"	DAY	\$160.00
FLOOR GRINDER 25"	DAY	\$589.00
FLOOR SCRAPER & REMOVER - RIDE-ON	DAY	\$1,603.00

ATI DESCRIPTION	UOM	Rate
FOGGER - THERMAL	DAY	\$110.00
FOGGER - ULV	DAY	\$72.00
FURNITURE PADS	DAY	\$9.00
GENERATOR - UP TO 10 KW	DAY	\$206.00
GENERATOR - UP TO 100 KW	DAY	\$992.00
GENERATOR - UP TO 50 KW	DAY	\$607.00
HEATER - ELECTRIC (UP TO 30K BTU)	DAY	\$130.00
HEATER - FURNACE	DAY	\$194.00
HEATER - PROPANE (UP TO 150K BTU)	DAY	\$62.00
HEPA DECON CART	DAY	\$420.00
HYDROXYL	DAY	\$214.00
ICRA BARRIER, PANEL	DAY	\$5.00
ICRA BARRIER, DOOR	DAY	\$7.00
INJECTIDRY WITH HOSES	DAY	\$131.00
KETT SAW	DAY	\$35.00
LIGHT, WORKLIGHT - FLOOD LIGHT, TEMP STRING	DAY	\$19.00
MANOMETER	DAY	\$75.00
MOBILE CONTAINMENT CUBES WITH HEPA	DAY	\$505.00
NEGATIVE AIR MACHINE - UP TO 2000 CFM (LARGE)	DAY	\$160.00
NEGATIVE AIR MACHINE - UP TO 1800 CFM (MEDIUM)	DAY	\$128.00
NEGATIVE AIR MACHINE - UP TO 1000 CFM (SMALL)	DAY	\$90.00
OZONE GENERATOR - LARGE	DAY	\$150.00
OZONE GENERATOR - SMALL	DAY	\$124.00
PASSENGER VAN	DAY	\$194.00
PERSONAL FALL PROTECTION - HARNESS & LANYARD	DAY	\$11.00
PERSONAL FALL PROTECTION - LIFELINES	DAY	\$141.00
PICKUP TRUCK	DAY	\$163.00
PICKUP TRUCK - HEAVY DUTY - 3/4 TON	DAY	\$215.00
POP UP SHOWER WITH FILTRATION	DAY	\$125.00
PRESSURE WASHER	DAY	\$211.00
PRESSURE WASHER - HOT	DAY	\$200.00
PUMP - SUBMERSIBLE - GAS	DAY	\$200.00
TWO-WAY RADIOS	DAY	\$12.00
RESPIRATOR - 1/2 FACE	DAY	\$14.00
RESPIRATOR - FULL FACE	DAY	\$48.00
RESPIRATOR - PAPR	DAY	\$74.00
SCAFFOLDING, ROLLING - LARGE	DAY	\$136.00
SCAFFOLDING, ROLLING - SMALL	DAY	\$49.00
SPIDER BOX - WITH CABLE	DAY	\$73.00
SPIDER BOX CABLES - 100'	DAY	\$57.00
STORAGE - CONTAINER BOX	DAY	\$163.00
THERMAL IMAGING CAMERA	DAY	\$185.00
THERMOHYGROMETER	DAY	\$101.00
ULTRA VIOLET MOBILE ROOM SANITIZER LARGE	DAY	\$525.00

SCHEDULE C

EQUIPMENT RATES

LIFE, REBUILT WITH CARE.

ATI DESCRIPTION	UOM	Rate	ATI DESCRIPTION	UOM	Rate
ULTRA VIOLET MOBILE ROOM SANITIZER SMALL	DAY	\$210.00	VACUUM - HEALTHCARE	DAY	\$93.00
ULTRASONIC CLEANING MACHINE	DAY	\$315.00	VACUUM - HEPA - SMALL	DAY	\$93.00
UTILITY VEHICLE, GOLF CART OR EQUIVALENT	DAY	\$163.00	VACUUM- HEPA - LARGE	DAY	\$125.00
VACUUM - BACKPACK	DAY	\$90.00	ZIP POLES	DAY	\$7.50

GAS, MILEAGE, & AIR TRAVEL ATI charges mileage in accordance with GSA standard mileage rates. ~~Mileage rates are subject to a 20% overhead factor plus a 10% profit factor.~~

WEEKLY CONVERSION The weekly rental fee for equipment is equivalent to 5 daily rental fees. Once equipment is on rental for 7 days, the weekly rate applies.

MONTHLY CONVERSION The monthly rental fee for equipment is equivalent to 15 daily rental fees or 3 weekly rental fees. Once equipment is on rental for 28 days, the monthly rate applies. On the 29th day of rental, the conversion for daily, weekly, and monthly rentals begins again.

CONVERSION EXCEPTIONS Weekly and monthly discounts do not apply to vehicles or storage vaults. No conversion discounts will be applied to any invoice paid after net 60 days.

EQUIPMENT CONVERSION EXAMPLE Example: equipment on rental for 17 days will be charged for 2 weeks rental and 3 daily rentals. The 2 weeks rental charges equates out to 10 daily + 3 daily rentals = 13 day rental. If the invoice is not paid in net 60 days, this equipment will be charged for 17 daily rentals.

UNSCHEDULED EQUIPMENT PURCHASE The daily rental rate for unscheduled equipment purchased for the project will be 5% of the cost of ownership.

ADDENDUM I

FUEL SURCHARGE



~~FUEL CRISIS IMPACT~~

~~Due to the recent and significant increases in fuel prices, a fuel surcharge will be applied to offset the surging costs associated with operations and transportation for restoration, environmental, and construction projects.~~

~~FUEL CHARGE ASSESMENT FEE~~

~~ATI will assess a percentage charge to the overall total of each project. This charge will be clearly identified on all invoices as an additional charge to the initial project total. The assessment fee will be based on the average price of gasoline per gallon during the me the work is completed in the state in which the work is being performed. The table above outlines the assessment fee to be applied.~~

STATE AVERAGE \$ GAL (IN USD)	ASSESSMENT FEE %
BELOW 5.00	0%
5.00 TO 6.99	2%
7.00 TO 8.99	3%
9.00 TO 10.99	4%
11.00 TO 12.99	5%
13.00 TO 14.99	6%
15.00 AND ABOVE	CONTACT YOUR ATI REPRESENTATIVE

~~ATI Restoration, LLC reserves the right to change these terms and conditions at any time without prior notice. In the event that any changes are made, the revised terms and conditions shall be shared at that time.~~

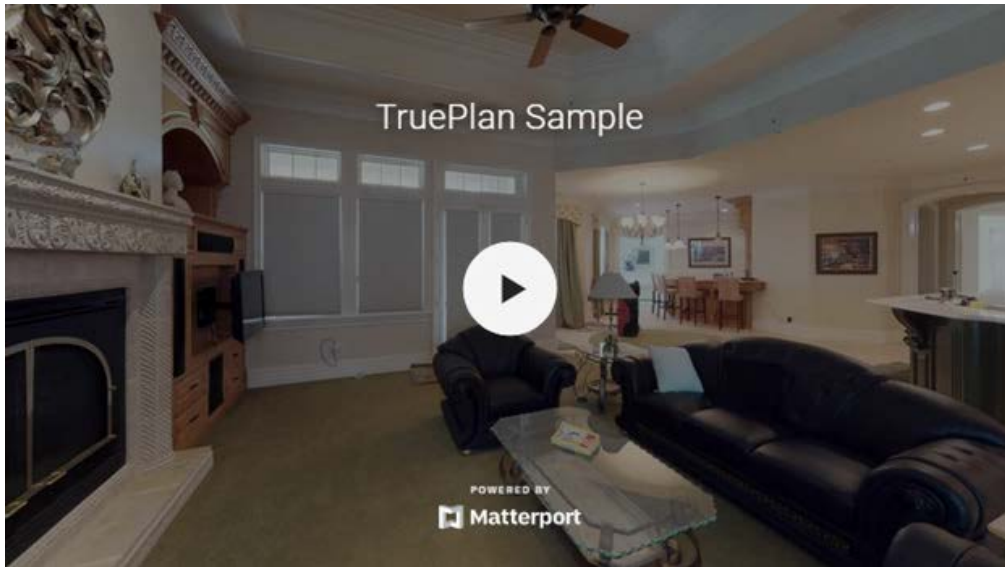
ADDENDUM II

GEOSPATIAL FEE SCHEDULE



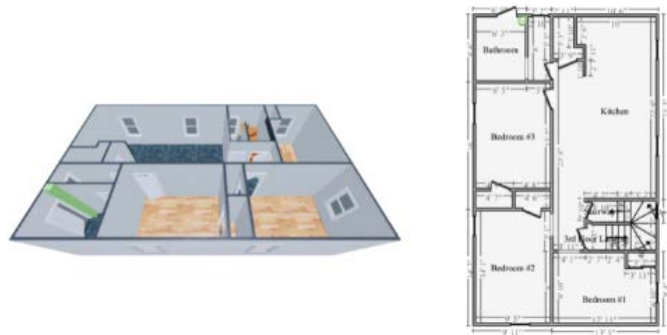
SQUARE FOOTAGE	INTERIOR SCAN	XACTIMATE/SYMBILITY SKETCH
0 - 1,000	\$580	\$249
1,001 - 4,000	\$970	\$349
4,001 - 10,000	\$1,490	\$599
10,001 - 25,000	\$3,450	\$999
25,001 - 1,000,000	\$450 for each additional 1,000 sq ft of floor area	N/A

GEOSPATIAL SCAN EXAMPLE



WEBSITE: <https://my.matterport.com/show/?m=KkiveVWSxTP>

XACTIMATE SKETCH EXAMPLE



Inside Sketching

~~ATI Restoration, LLC reserves the right to change these terms and conditions at any time without prior notice. In the event that any changes are made, the revised terms and conditions shall be shared at that time.~~



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/29/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: LosAngeles.CertRequest@marsh.com CN102041847--GAWU-22-23	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS: <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%; text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%; text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Everest Indemnity Insurance Company</td> <td style="text-align: center;">10851</td> </tr> <tr> <td>INSURER B : Zurich American Insurance Company</td> <td style="text-align: center;">16535</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Everest Indemnity Insurance Company	10851	INSURER B : Zurich American Insurance Company	16535	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** LOS-002671637-01 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	EF1ML00149-221	08/01/2022	08/01/2023	<table style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$</td><td style="text-align: right;">1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$</td><td style="text-align: right;">300,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$</td><td style="text-align: right;">5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$</td><td style="text-align: right;">1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$</td><td style="text-align: right;">2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$</td><td style="text-align: right;">2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td><td></td></tr> </table>	EACH OCCURRENCE	\$	1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000	MED EXP (Any one person)	\$	5,000	PERSONAL & ADV INJURY	\$	1,000,000	GENERAL AGGREGATE	\$	2,000,000	PRODUCTS - COMP/OP AGG	\$	2,000,000		\$	
EACH OCCURRENCE	\$	1,000,000																										
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	\$																											
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	BAP444664204	08/01/2022	08/01/2023	<table style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$</td><td style="text-align: right;">1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td><td></td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td><td></td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td><td></td></tr> <tr><td></td><td style="text-align: right;">\$</td><td></td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000	BODILY INJURY (Per person)	\$		BODILY INJURY (Per accident)	\$		PROPERTY DAMAGE (Per accident)	\$			\$							
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	\$																											
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	X		EF1CU00103-221	08/01/2022	08/01/2023	<table style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$</td><td style="text-align: right;">5,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$</td><td style="text-align: right;">5,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td><td></td></tr> </table>	EACH OCCURRENCE	\$	5,000,000	AGGREGATE	\$	5,000,000		\$													
EACH OCCURRENCE	\$	5,000,000																										
AGGREGATE	\$	5,000,000																										
	\$																											
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC444664104	08/01/2022	08/01/2023	<table style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTHER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td style="text-align: right;">\$</td><td style="text-align: right;">1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$</td><td style="text-align: right;">1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$</td><td style="text-align: right;">1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER		E.L. EACH ACCIDENT	\$	1,000,000	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	E.L. DISEASE - POLICY LIMIT	\$	1,000,000									
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E.L. DISEASE - POLICY LIMIT	\$	1,000,000																										
A	Contractors Pollution Liability			EF1ML00149-221	08/01/2022	08/01/2023	<table style="width: 100%; border-collapse: collapse;"> <tr><td>Per Occurrence</td><td style="text-align: right;">\$</td><td style="text-align: right;">1,000,000</td></tr> <tr><td>Deductible</td><td></td><td style="text-align: right;">25,000</td></tr> </table>	Per Occurrence	\$	1,000,000	Deductible		25,000															
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The County of Monterey, Its Officers, Agents and Employees are included as additional insured where required by written contract with respect to General Liability and Auto Liability. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions with respect to General Liability and Auto Liability.

CERTIFICATE HOLDER

CANCELLATION

County of Monterey Contracts & Purchasing Division 1488 Schilling Place Salinas, CA 93901	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services</p> <div style="text-align: right;"></div>
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ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh Risk & Insurance Services		NAMED INSURED ATI Restoration, LLC American Technologies, Inc 3360 E. La Palma Avenue Anaheim, CA 92806-2814	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Professional Liability Policy:
Everest Indemnity Ins Co., NAIC #:10851
Policy Number: EF 1ML00149-221
Effective Date: 08/01/2022
Expiration Date: 08/01/2023
Limit: \$1,000,000 per claim / \$2,000,000 aggregate
Deductible: \$25,000



Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 4446642-04	08/01/2022	08/01/2023		75320000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form
Motor Carrier Coverage Form**

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
 - (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
 - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

POLICY NUMBER: EF1ML00149-221

EVEREST CONTRACTORS ENVIRONMENTAL PLUS
ECG 24 670 08 18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION – ONGOING OPERATIONS

This endorsement modifies insurance provided under the following:

EVEREST CONTRACTORS ENVIRONMENTAL PLUS COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
As required by written contract or agreement provided such contract was executed prior to the date of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "**environmental damage**" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

All other terms and conditions of this Policy remain unchanged.

POLICY NUMBER: EF1ML00149-221

EVEREST CONTRACTORS ENVIRONMENTAL PLUS
ECG 24 671 08 18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

EVEREST CONTRACTORS ENVIRONMENTAL PLUS COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Blanket additional insured per written contract	Any location owned or managed by Additional Insured Person(s) or Organizations as required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or a "pollution incident" **caused, in whole or in part, by "your work" at the location designated** and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

All other terms and conditions of this Policy remain unchanged.

POLICY NUMBER: EF1ML00149-221

EVEREST CONTRACTORS ENVIRONMENTAL PLUS
ECG 24 676 08 18**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – PRIMARY AND
NONCONTRIBUTORY**

This endorsement modifies insurance provided under the following:

EVEREST CONTRACTORS ENVIRONMENTAL PLUS COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Endorsement Number
As required by written contract signed by both parties prior to loss.	
Information required to complete this Schedule, if not shown above, shall read: "All person(s) or organization(s) included as additional insured through an endorsement(s) to this policy with the term "additional Insured" in its title.	

For person(s) or organization(s) listed in the Schedule above that are also included as an additional insured under an endorsement attached to this policy, the following is added to **Paragraph 14. Other Insurance of Section IV – Conditions:**

If other valid and collectible insurance is available to an additional insured listed in the Schedule above for a "loss" we cover under this policy, this insurance will apply to such "loss" on a primary basis and we will not seek contribution from the other insurance available to the additional insured provided that you have specifically agreed in a written contract executed prior to the "loss" that this insurance must be primary and noncontributory with such other insurance issued directly to such additional insured.

POLICY NUMBER: EF1ML00149-221

EVEREST CONTRACTORS ENVIRONMENTAL PLUS
ECG 24 669 08 18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

EVEREST CONTRACTORS ENVIRONMENTAL PLUS COVERAGE PART

SCHEDULE

Name of Person or Organization: As required by written contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Paragraph **19. Subrogation** of **Section IV – Conditions** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

All other terms and conditions of this Policy remain unchanged.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—
CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be _____ of the California workers' compensation pre-mium otherwise due on such remuneration.

Schedule

Person or Organization

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

Job Description

ALL CA OPERATIONS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/29/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: LosAngeles.CertRequest@marsh.com CN102041847--GAWU-22-23	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS: <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%; text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%; text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Everest Indemnity Insurance Company</td> <td style="text-align: center;">10851</td> </tr> <tr> <td>INSURER B : Zurich American Insurance Company</td> <td style="text-align: center;">16535</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Everest Indemnity Insurance Company	10851	INSURER B : Zurich American Insurance Company	16535	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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COVERAGES **CERTIFICATE NUMBER:** LOS-002671637-01 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	EF1ML00149-221	08/01/2022	08/01/2023	<table style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 300,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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	\$																				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC444664104	08/01/2022	08/01/2023	<table style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
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A	Contractors Pollution Liability			EF1ML00149-221	08/01/2022	08/01/2023	<table style="width: 100%; border-collapse: collapse;"> <tr><td>Per Occurrence</td><td style="text-align: right;">1,000,000</td></tr> <tr><td>Deductible</td><td style="text-align: right;">25,000</td></tr> </table>	Per Occurrence	1,000,000	Deductible	25,000										
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Deductible	25,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The County of Monterey, Its Officers, Agents and Employees are included as additional insured where required by written contract with respect to General Liability and Auto Liability. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions with respect to General Liability and Auto Liability.

CERTIFICATE HOLDER **CANCELLATION**

County of Monterey Contracts & Purchasing Division 1488 Schilling Place Salinas, CA 93901	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services</p> <div style="text-align: right; margin-top: 10px;"> </div>
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ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh Risk & Insurance Services		NAMED INSURED ATI Restoration, LLC American Technologies, Inc 3360 E. La Palma Avenue Anaheim, CA 92806-2814	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Professional Liability Policy:
Everest Indemnity Ins Co., NAIC #:10851
Policy Number: EF 1ML00149-221
Effective Date: 08/01/2022
Expiration Date: 08/01/2023
Limit: \$1,000,000 per claim / \$2,000,000 aggregate
Deductible: \$25,000



Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 4446642-04	08/01/2022	08/01/2023		75320000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph 2.b. in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
 - (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
 - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

POLICY NUMBER: EF1ML00149-221

EVEREST CONTRACTORS ENVIRONMENTAL PLUS
ECG 24 670 08 18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION – ONGOING OPERATIONS

This endorsement modifies insurance provided under the following:

EVEREST CONTRACTORS ENVIRONMENTAL PLUS COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
As required by written contract or agreement provided such contract was executed prior to the date of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "**environmental damage**" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

All other terms and conditions of this Policy remain unchanged.

POLICY NUMBER: EF1ML00149-221

EVEREST CONTRACTORS ENVIRONMENTAL PLUS
ECG 24 671 08 18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

EVEREST CONTRACTORS ENVIRONMENTAL PLUS COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Blanket additional insured per written contract	Any location owned or managed by Additional Insured Person(s) or Organizations as required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or a "pollution incident" **caused, in whole or in part, by "your work" at the location designated** and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

All other terms and conditions of this Policy remain unchanged.

POLICY NUMBER: EF1ML00149-221

EVEREST CONTRACTORS ENVIRONMENTAL PLUS
ECG 24 676 08 18**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – PRIMARY AND
NONCONTRIBUTORY**

This endorsement modifies insurance provided under the following:

EVEREST CONTRACTORS ENVIRONMENTAL PLUS COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Endorsement Number
As required by written contract signed by both parties prior to loss.	
Information required to complete this Schedule, if not shown above, shall read: "All person(s) or organization(s) included as additional insured through an endorsement(s) to this policy with the term "additional Insured" in its title.	

For person(s) or organization(s) listed in the Schedule above that are also included as an additional insured under an endorsement attached to this policy, the following is added to **Paragraph 14. Other Insurance of Section IV – Conditions:**

If other valid and collectible insurance is available to an additional insured listed in the Schedule above for a "loss" we cover under this policy, this insurance will apply to such "loss" on a primary basis and we will not seek contribution from the other insurance available to the additional insured provided that you have specifically agreed in a written contract executed prior to the "loss" that this insurance must be primary and noncontributory with such other insurance issued directly to such additional insured.

POLICY NUMBER: EF1ML00149-221

EVEREST CONTRACTORS ENVIRONMENTAL PLUS
ECG 24 669 08 18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

EVEREST CONTRACTORS ENVIRONMENTAL PLUS COVERAGE PART

SCHEDULE

Name of Person or Organization: As required by written contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Paragraph **19. Subrogation** of **Section IV – Conditions** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

All other terms and conditions of this Policy remain unchanged.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—
CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be _____ of the California workers' compensation pre-mium otherwise due on such remuneration.

Schedule

Person or Organization

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

Job Description

ALL CA OPERATIONS