

EXHIBIT 1

COUNTY OF MONTEREY AGREEMENT FOR GOODS AND/OR SERVICES INVOLVING HAZARDOUS MATERIALS (NOT TO EXCEED \$100,000)

This Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
Disaster Kleenup Specialists
(hereinafter "CONTRACTOR").

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

1. SERVICES TO BE PROVIDED.

1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:
Provide Fire clean up, Water extraction and mitigation, Mold abatement, Sewage abatement/clean up, Asbestos abatement/clean up, Lead Abatement, Hazmat clean up Hazardous /waste hauling, Contents restoration and Trauma/blood borne pathogen clean up.

2. **HAZARDOUS MATERIALS:** CONTRACTOR shall comply with the Superfund Amendments and Reauthorization Act (SARA) and the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) while performing all services of this Agreement. CONTRACTOR shall be solely responsible for the transportation and disposal or release of any hazardous material. County does not take responsibility for the improper packaging and/or transportation of any hazardous materials ordered by the County while in transit or storage of services performed for this Agreement.

3. **PAYMENTS BY COUNTY.** 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 \$50,000.00.

4. TERM OF AGREEMENT.

4.01 The term of this Agreement is from July 1, 2011 to June 30, 2013, 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.

4.02 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.

4.03 CONTRACTOR must commence negotiations for rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT.

4.04 If the County exercises its option to extend, the parties shall mutually agree upon changes to rates, terms and conditions.

5. **ADDITIONAL PROVISIONS/EXHIBITS.** 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 pay rate

Exhibit C Modification of Insurance Requirements

6. **PERFORMANCE STANDARDS.**

6.01. 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.

6.02. 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.

6.03. 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.

7. **PAYMENT CONDITIONS.**

7.01. 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.

7.02. Negotiations for rate changes shall be commenced by CONTRACTOR a minimum of ninety days (90) prior to the expiration of the AGREEMENT.

7.03. Invoice amounts shall be billed directly to the ordering department.

7.04. 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.

8. **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. INSURANCE

9.01 **Coverage Requirements.** Without limiting its indemnities, CONTRACTOR will secure and maintain insurance coverage meeting requirements herein. CONTRACTOR may use a combination of primary and excess insurance coverage to satisfy these requirements. If CONTRACTOR fails to fully satisfy the Coverage Requirements set forth herein, CONTRACTOR agrees that it shall be liable for any loss, injury, damage, attorney's fees or defense costs or expenses that the COUNTY incurs that would have been insurable under the required coverages, if such coverages were obtained. CONTRACTOR further agrees that any failure of the COUNTY to verify the placement and continued existence of all insurance required herein, or the COUNTY'S knowledge that such requirements are not fully satisfied, shall not be considered a waiver of such requirements, or in any way alter CONTRACTOR'S obligations to provide such coverages, unless the Coverage Requirements have been amended in a writing properly executed by both the COUNTY and CONTRACTOR.

9.02 CONTRACTOR further agrees that the **General Liability Insurance, Pollution Liability Insurance, and Automobile Liability Insurance** shall each include provisions, either by blanket endorsement(s), or by specific endorsement(s), satisfying the following requirements to be documented:

9.02a. "The County of Monterey, and its agents, officers, and employees" shall be an additional insured under an ISO CG 2010 11785 form or a functional equivalent.

9.02b. All such insurance shall include a waiver of any subrogation rights of that insurer against "The County of Monterey, and its agents, officers, and employees", and

9.02c. All such insurance shall contain provisions that the insurance is primary and non-contributing with any other insurance or self-insurance programs maintained by the "County of Monterey, and its agents, officers, and/or employees"

9.03. CONTRACTOR further agrees that the **General Liability Insurance, Pollution Liability Insurance, and Automobile Liability Insurance** required herein shall each include provisions that make the CONTRACTOR responsible for the payment of any deductible or self-insured retention such that "the County of Monterey and its agents, officers, and employees" shall be entitled to a dollar-one defense and indemnity as additional insureds.

9.04. In addition, to the extent that any **primary or excess liability policy** issued to CONTRACTOR with limits of liability in excess of the minimum limits stated below provides

coverage to an additional insured to the extent required by contract, this contract shall be construed to obligate CONTRACTOR to obtain additional insured protection for the COUNTY under that/those policy(ies).

9.05. **General Liability Insurance** written on ISO policy form CG 00 01 (occurrence) or its equivalent (and not CG 00 02 claims made) with limits of not less than the following:

- 9.05a. General Aggregate: ~~\$6 million~~ \$ 5 million (TR)
- 9.05b. Products/Completion Operations Aggregate: ~~\$6 million~~ \$ 5 million (TR)
- 9.05c. Personal and Advertising Injury: ~~\$5 million~~ \$ 5 million (TR)
- 9.05d. Each Occurrence: ~~\$5 million~~ \$ 5 million (TR)

Modification of Insurance Requirements, Exhibit C Attached (TR)

9.06. **Pollution Legal Liability Coverage** shall include any deductible or self-insured retention, covering loss (including cleanup costs) that CONTRACTOR becomes legally obligated to pay as a result of claims for bodily injury, property damage, and cleanup costs (including expenses required by environmental laws or incurred by federal, state, or local governments or third parties) that arise or are alleged to arise from pollution conditions related to CONTRACTOR'S performance of its obligations under this AGREEMENT, including the loading, unloading, or transportation of cargo/waste, and including a defense for all such claims. For the purpose of this subsection, "pollution conditions" includes the dispersal, discharge, release, or escape of any solid, liquid, gaseous, or thermal irritant or contaminant (such as smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, and waste materials) into or upon land, any structure on land, the atmosphere, or any watercourse or body of water (including groundwater), provided the conditions are not naturally present in the environment in the amounts or concentrations discovered. The liability coverage for pollution must provide contractual liability coverage, by endorsement or schedule, if necessary, for CONTRACTOR'S Indemnities. Coverage shall be with limits of not less than the following: Each Occurrence: ... \$50 million.

Modification of Insurance Requirements, Exhibit C Attached \$5 million (TR)

9.07. **Automobile Liability Coverage** written on ISO policy forms CA 00 12 or CA 00 20 (or their equivalent) shall include any deductibles or self-insured retentions, endorsed to delete the pollution and/or the asbestos exclusion and include pollution liability (using form CA 99 48 or its equivalent) for accidental spills and discharges while transporting and/or processing materials, unless such coverage is otherwise provided under the Pollution Legal Liability Coverage, and covering all Vehicles (any auto). Coverage shall be with limits of not less than the following: Each Accident: ... \$10 million.

Modification of Insurance Requirements, Exhibit C Attached

9.08. If CONTRACTOR is subject to federal regulations, CONTRACTOR also will maintain any other coverage necessary to satisfy state or federal financial responsibility requirements.

9.09. **Workers' Compensation and Employers' Liability Insurance** providing workers' compensation benefits required by the California Labor Code or by any other state labor law, and for which CONTRACTOR is responsible, and Employers' Liability coverage with limits of not less than the following:

- 9.09a. Each accident: \$1 million
- 9.09b. Disease - policy limit: \$1 million
- 9.09c. Disease - each employee: \$1 million

9.10. **Blanket Crime Coverage** shall cover losses of Customer service charges received from Customers and held by Contractor prior to remittance of Contractor

payment obligations therefrom to County, with the County to be a Loss Payee under such coverage, to the extent that its interests may appear or be affected. If CONTRACTOR fails to secure and maintain any insurance required by this Agreement, at its sole option COUNTY may secure and maintain that insurance at its expense and CONTRACTOR will pay COUNTY the COUNTY'S reimbursement costs therefore. This remedy is in addition to COUNTY'S right to declare a Default and terminate the Agreement. Coverage shall be with limits of not less than the following: Incidents of Employee Theft: ~~...\$25 million.~~ **No coverage NA**

Modification of Insurance Requirements Exhibit C Attached

10. RECORDS AND CONFIDENTIALITY.

10.01. 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.

10.02. 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 and their performance under this Agreement during the term of the Agreement and for a period up to three years after the termination or expiration and final payment under the Agreement. Pursuant to Government Code section 85467 or otherwise, this Agreement may be subject, at the request of the County or as part of any audit of the County, to an examination and audit pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

11. NON-DISCRIMINATION. During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

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

13. **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:
Jeff Pennoni	Theresa Ream President
Name and Title 855 E. Lurel Bldg. C. Salinas CA 93901	Name and Title 567 Ortiz Avenue Sand City CA 93955
Address 831-796-1335	Address 831-899-3938
Phone/Fax PennoniJ@co.monterey.ca.us	Phone/Fax
Email	Email

14. **MISCELLANEOUS PROVISIONS.**

14.01 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 professional services required to be rendered under this Agreement.

14.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

14.03 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.

14.04 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

14.05 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.

14.06 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.

- 14.07 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 14.08 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 14.09 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 14.10 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California with venue and jurisdiction being the County of Monterey.
- 14.11 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.
- 14.12 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.
- 14.13 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.
- 14.14 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.
- 14.15 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.
- 14.16 Severability. If any provision or any portion of any provision of this Agreement becomes invalid, illegal, or unenforceable, the remaining provisions or portions of any provisions shall be valid and enforceable to the extent possible.

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

COUNTY OF MONTEREY

CONTRACTOR

By: [Signature]
Contracts/Purchasing Officer
Date: 8-23-11

Disaster Cleanup Specialists
Contractor's Business Name*

By: [Signature]
(Signature of Chair, President, or Vice-President)*

Approved as to Form

Theresa Peam president
Name and Title

By: [Signature]
Deputy County Counsel
Date: 7-1-11

Date: 5/5/11

Approved as to Fiscal Provisions
By: [Signature]
Deputy Auditor/Controller²
Date: 8/8/11

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

RISK MANAGEMENT
Date: 8/8/11

Theresa Peam CFO
Name and Title

Approved as to Liability Provisions/INDemnity/
INSURANCE LANGUAGE
By: [Signature]
Risk Management
Date: 8-18-11

Date: 5/5/11

ENTERED

AUG 22 2011

CCC

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

¹ Approval by County Counsel is required
² Approval by Auditor-Controller is required
³ Approval by Risk Management is required

Disaster Kleenup Specialists
Preventative Maintenance & On Call Services
EXHIBIT A

SCOPE OF SERVICES AND PAYMENT PROVISIONS

1.0 GENERAL SCOPE

County of Monterey (County) requires a contractor for preventative maintenance & on call services at its facilities Countywide.

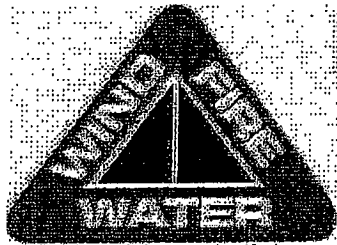
County is seeking an Agreement with Disaster Kleenup Specialists to provide preventative maintenance & on call services on Fire clean up; Water extraction and mitigation; Mold abatement; Sewage abatement/clean up; Asbestos abatement; Lead Abatement; Hazmat clean up; Hazardous waste hauling; Contents restoration and Trauma/blood borne pathogen clean up. We also perform carpet cleaning, HVAC (duct) cleaning.

Individual jobs will be scoped depending on the facility and the conditions. Where feasible jobs will be scoped to include multiple facilities within the same complex.

2.0 PAYMENTS TO CONTRACTOR

Fees payable to the contractor will be negotiated in advance for the individual jobs. Contractor will invoice County at the end of every one-month period for work completed during that month for each individual job. Upon County's acceptance of the invoice, County will issue payments for invoices within 30 days. Not to exceed \$ 25, K for each fiscal year benign July 1st.

Exhibit B



Disaster Kleenup Specialists

MONTEREY BAY

"Premier Full Service Restoration"

June 28, 2011

County of Monterey Public Works
855 E. Laurel Building C
Salinas, Ca 93901

RE: 2011 & 2012 labor prices for Water, Mold, and Lead & Asbestos related work

Asbestos Supervisor	Asbestos Worker
\$53.55	\$47.13
After Hrs Rate	After Hrs Rate
\$ 71.25	\$64.83

Lead Worker & Supervisor same rate for lead related work
\$75.78
After Hrs Rate
\$93.48

Mold & Sewage Supervisor & Workers	Water Technicians
\$ 75.78	\$63.96
After Hrs Rate	After Hrs Rates
\$93.48	\$81.66

The above rates are prevailing wage rates and are subject to change when there is an increase made by the director of Industrial relations. Pursuant to California Labor code part 7 Chapter 1 article 2, section 1770, 1773 & 1773.1.

If you have any questions regarding the above information feel free to contact Guy Clendenin @ (831) 899-3938

Best Regards
Guy Clendenin
Environmental Remediation Manager

County of Monterey PSA
Exhibit "C"
Construction Material Testing and Inspection Services
At County Facilities

Modification of Insurance Requirements

Request Modification:

9.05 General Liability Insurance

Coverage Limits as follows:

9.05a General Aggregate: \$ 5 million

9.05b Products / Completion Operations Aggregate: \$ 5 million

9.05c Personal and Advertising Injury: \$ 5 million

9.05d Each Occurrence: \$ 5 million

Justification: For the scope of work anticipated for the Contractor, County's potential risk warrants coverage limits as proposed above.

9.06 Pollution Legal Liability Coverage

Last statement modifies to read:

Coverage shall be with limits of less than the following: Each Occurrence: \$5 million

Justification: For the scope of work anticipated for the Contractor, County's potential risk warrants coverage limits as proposed above.

9.07 Automobile Liability Coverage

Coverage shall be with limits of less than the following: Each Occurrence: \$1 million

Justification: For the scope of work anticipated for the Contractor, County's potential risk warrants coverage limits as proposed above.

9.10 Blanket crime Coverage

Delete requirement N/A

Justification: For the scope of work anticipated for the Contractor, the County will not be exposed to losses otherwise covered under Blanket Crime Coverage

Exhibit "C"
Page 1 of 1

 7/29/2011

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

ADDITIONAL INSURED - BLANKET

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

In consideration of the premium charged and notwithstanding anything contained in this policy to the contrary, it is hereby agreed and understood that this endorsement shall apply only to the Coverage Part(s) corresponding with the box or boxes marked below.

- COVERAGES A AND B - GENERAL LIABILITY
- COVERAGE D - CONTRACTORS POLLUTION LIABILITY

SECTION III - WHO IS AN INSURED is amended to include as an insured, with respect to Coverage A, B and D, any person(s) or organization(s) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such written contract or written agreement must be in effect prior to the performance of **your work** which is the subject of such written contract or written agreement.

Such additional insured status applies only:

1. Under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** for claims or suits resulting from:
 - a. Your work performed for such person(s) or organization(s) in the performance of your ongoing operations for the additional insured; or
 - b. Your work performed for such person(s) or organizations(s) and included in the products-completed operations hazard.
2. Under **COVERAGE D CONTRACTORS POLLUTION LIABILITY** for claims or suits arising out of pollution conditions that are the result of:
 - a. Your work performed for such person(s) or organization(s) in the performance of your ongoing operations for the additional insured; or
 - b. Your work performed for such person(s) or organizations(s) and included in the products-completed operations hazard.

With respect to damages caused by your work, as described above, the coverage provided hereunder shall be primary and not contributing with any other insurance available to those person(s) or organization(s) with which you have so agreed in a written contract or written agreement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.



CERTIFICATE OF LIABILITY INSURANCE

OP ID SL

DATE (MM/DD/YYYY)

07/07/11

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 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 Bozzuto & Associates Insurance One Almaden Blvd Suite 810 San Jose CA 95113 Phone: 800-989-8712 Fax: 408-288-7130	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): EMAIL ADDRESS: PRODUCER CUSTOMER ID #: RTAMC-1													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAID#</th> </tr> <tr> <td>INSURER A: Nautilus Insurance Co</td> <td>17370</td> </tr> <tr> <td>INSURER B: Great Divide Insurance Company</td> <td>25224</td> </tr> <tr> <td>INSURER C: Peerless Insurance Company</td> <td>24198</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	NAID#	INSURER A: Nautilus Insurance Co	17370	INSURER B: Great Divide Insurance Company	25224	INSURER C: Peerless Insurance Company	24198	INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAID#													
INSURER A: Nautilus Insurance Co	17370													
INSURER B: Great Divide Insurance Company	25224													
INSURER C: Peerless Insurance Company	24198													
INSURER D:														
INSURER E:														
INSURER F:														
INSURED Disaster Cleanup Specialists Monterey Bay Inc. P. O. Box 1340 Seaside CA 93955														

COVERAGES CERTIFICATE NUMBER: 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	ADDITIONAL INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			HCPC1533527-10	07/01/11	07/01/12	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 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 Emp Ben. \$1,000,000
A			X	HCPC1533527-10	07/01/11	07/01/12	
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		X	BAP1533525-10	07/01/11	07/01/12	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$			FFX1533526-10	07/01/11	07/01/12	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$ \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCA1533524-10	07/01/11	07/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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
C	Property Section			CBP 8331387	10/21/10	10/21/11	BPP/D&D 375,064/500
C	Equipment			CBP 8331387	10/21/10	10/21/11	Lease/Rtd 30,000

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

RE: Project on file with the insured.
 The County of Monterey its officers, agents and employees are named additional insured as respects general & auto liability per attached endorsements. Insurance is primary and non-contributory.

CERTIFICATE HOLDER**CANCELLATION**

COUNTY# County of Monterey Contracts/Purchasing Division 168 West Alisal Street 3rd Flr Salinas CA 93901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

BUSINESS AUTO - ADDITIONAL INSURED WHEN REQUIRED BY CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section II— Liability Coverage A.— Coverage, 1. Who is an Insured, is amended to add:

- d. Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into, excluding contracts or agreements for professional services, which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:
1. The coverage and/or limits of this policy; or
 2. The coverage and/or limits required by said contract or agreement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.