

**AGREEMENT FOR SERVICES BETWEEN
THE CITY OF SALINAS AND CALIFORNIA PREMIER RESTORATION**

37 and 39 Soledad Street Emergency Clean-Up and Stabilization

THIS AGREEMENT is executed this 14th day of November, 2025, (“Agreement” or “Contract”) between the City of Salinas, a California Charter city and municipal corporation (hereinafter “City”) and California Premier Restoration, a California corporation (hereinafter “Contractor”).

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. Scope. Contractor hereby agrees to provide to the City, as the scope of services under this Agreement, the following services: Emergency Clean-Up and Stabilization of 37 ad 39 Soledad Street. Scope of work is further discussed in the City’s Request for Proposal, Attachment B and Contractor’s Proposal dated 10/9/2025, Attachment C.
2. Timeliness. Contractor shall perform all tasks in a timely fashion, as set forth more specifically in Section 3 below. Failure to so perform is hereby deemed a material breach of this Agreement, and City may terminate this Agreement with no further liability hereunder, or the city may agree in writing with Contractor to an extension of time.
3. Term. The work under this Agreement shall commence November 14h, 2025 and shall be completed by 01/31/2026 unless City grants a written extension of time as set forth in Section 2 above.
4. Payment. City agrees to pay and Contractor agrees to accept as full and fair consideration for the performance of this Agreement, Two-Hundred Forty-Seven Thousand One-Hundred and Fifty Dollars (\$247,150.00), as more fully described in title of Contractor’s fee schedule, Attachment C. Contractor has no right of reimbursement for expenses under this Agreement. Compensation shall become due and payable 30 days after City’s approval of Contractor’s submission of monthly written invoices to the City. The payment of any compensation shall be contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If City determines that the work set forth in the written invoice has not been performed in accordance with the terms of this Agreement, City shall not be responsible for payment until such time as the work has been satisfactorily performed.
5. Meet & Confer. Contractor agrees to meet and confer with City or its agents or employees with regard to services as set forth herein as may be required by City to insure timely and adequate performance of this Agreement.
6. Insurance. Contractor shall procure and maintain for the duration of this Agreement insurance meeting the requirements specified in Attachment A hereto.
7. Indemnification. Contractor shall hold harmless, defend at its own expense, and indemnify City and its officers, officials, employees, agents, and volunteers from and against all

liability, claims, damages, losses, and/or expenses including reasonable City attorney fees arising from all acts or omissions of Contractor or its officers, agents, or employees arising out of the performance of the work under this Contract, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of the City.

8. Licensing. Contractor warrants that it is properly licensed to perform the work specified under this Agreement, including but not limited to possession of a current City business license.

9. Termination. City may terminate this Agreement upon ten days' written notice. The amount of damages, if any, as a result of such termination may be decided by negotiations between the parties or before a court of competent jurisdiction.

10. Agency. In performing the services specified under this Agreement, Contractor is hereby deemed to be an independent contractor and not an agent or employee of City.

11. Non-Assignability. The rights and obligations of Contractor hereunder are not assignable and cannot be delegated without written consent of City.

12. Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto and supersedes any and all prior agreements, whether oral or written, relating to the subject matter thereof. Any modification of the Agreement will be effective only if it is in writing signed by both parties hereto.

13. Validity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.

14. Counterparts. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

15. Laws. Contractor agrees that in the performance of this Agreement it will comply with all applicable State, Federal and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California, County of Monterey, and City of Salinas.

16. Levine Act Disclosure Compliance (Cal Government Code Sec. 84308). Contractor hereby affirms and warrants that it has not contributed to the campaign of any elected or appointed City official an amount totaling more than \$500 within twelve (12) months of the effective date of this Agreement, except as Contractor has disclosed within its Levine Act Disclosure Form submitted by Contractor to the City. Contractor agrees, that in the event it makes any contributions subject to the Levine Act's disclosure requirements within twelve (12)

months of the effective date of this Agreement, that it will file a Levine Act Disclosure Form (or Forms). Contractor acknowledges this duty of disclosure and that the City has made the Levine Act Disclosure Form(s) readily available on the City’s public internet site under Your Government / Transparency section for Contractor’s continuous compliance.

17. Electronic Execution of Agreement. The words “execution,” “signed,” “signature,” and words of like import in this Agreement and shall be deemed to include electronic signatures or electronic records (including, without limitation, DocuSign and AdobeSign), each of which shall be of the same legal effect, validity, enforceability, and admissibility as a handwritten signature.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first written above.

CITY OF SALINAS

Signed by:
René Mendez
49009F9344B6488...
René Mendez, City Manager

APPROVED AS TO FORM:

Signed by:
Rhonda Combs
47E1DC47F6EE4DD...
Christopher A. Callihan, City Attorney, or
Rhonda Combs, Assistant City Attorney

CONTRACTOR

DocuSigned by:
Michael Mosebach
1859FE273BD3416...

By (Printed Name): Michael Mosebach

Its (Title): President

Attachment A**Insurance Requirements**

Contractor shall procure and maintain for the duration of the contract, and for three years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her/its officers, agents, representatives, employees, and/or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (“CGL”): Insurance Services Office (“ISO”) Form CG 00 01 covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO Form CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: ISO Form CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation**: as required by the State of California, with Statutory Limits, and Employers’ Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Contractors’ Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions** (if project involves environmental hazards): with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate, on an annual basis.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Contractor requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Contractor shall cause the insurer shall to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by

or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City.

4. A copy of the claims reporting requirements must be submitted by Contractor to the City.

5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractor's Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish the City with original Certificates of Insurance including an additional insured endorsement and all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

Maintenance of Insurance

Maintenance of insurance by Contractor as specified shall in no way be interpreted as relieving

Contractor of its indemnification obligations or any responsibility whatsoever and the Contractor may carry, at its own expense, such additional insurance as it deems necessary.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**CLEANING, SECURING AND STABILIZING
37-39 SOLEDAD STREET, SALINAS CA**



Important Dates

Released: September 5, 2025

Mandatory Site Visit: 9 AM September 11, 2025

Questions Due by 5 PM September 18, 2025

Proposal Due via Email: September 25, 2025

Community Development Department City of Salinas

65 Alisal Street Second Floor

Salinas, CA 93901

(831) 758-7387

Informal Bid Solicitation Released, September 5, 2025

Submit Questions to Planning Manager Grant Leonard at grantl@ci.salinas.ca.us, or Don Reynolds @ don.reynolds@kimley-horn.com

Proposals due by email to the City of Salinas as directed below September 25th, 2025

Purpose

Based on these specifications, and possible visit to the property, the City of Salinas is seeking an informal bid and proposal from 3-5 potential vendors to clean the interiors, secure and stabilize the properties at 37-39 Soledad Street located in its Chinatown, north of Downtown Salinas.

Background

On one parcel, there exist two buildings built in the 1940's: 37 Soledad "Republic Café" and 39 Soledad Street "Mi Cantina." The Republic Café is registered as a historical building on the State Parks NRHP, but the Mi Cantina is not. The asbestos and lead-based paint that was in 37 Soledad Street has been removed. No remediation work has occurred at 39 Soledad Street. There are no utilities available in the buildings. It is the City's intention to secure and preserve both buildings until such a time as they can be fully restored.

The buildings caught fire in 2022. The City acquired the property in December 2024. The previous owner made little effort to secure the building except after a fire, by installing a chain link fence in front which has lost its integrity overtime. An inspection occurred Wednesday August 13th, 2025, confirming that the fire was limited to the front of the building, starting at 39 Soledad Street and spreading to 37 Soledad Street, and damaging a portion of the roof. A structural engineer participated in the inspection and confirmed the integrity of the poured-in-place concrete structure and its foundations. Historical preservation experts also toured the buildings. These two reports are forthcoming.

The inspection confirmed that recently someone had been living in 37 Soledad, (not certain if they have returned or not), accessing the second story from the back ally to gain entrance through an unsecured window. Pigeons and rodents were seen in the building as well. Please refer to the attached photos taken August 13th, 2025.

Scope

Complete the tasks as follows:

- A. Test 39 Soledad Street for hazardous building materials (paint and asbestos)
- B. Remove all debris from the interior of both buildings, and any friable hazardous materials, other loose building materials (collapsed and burned building

material), trash, mattresses, etc., Clean all surfaces to remove dust, smoke, peeling paint, animal feces, etc. Clean furniture.

- C. Secure the building from entry by people and animals (cats, dogs, pigeons, rodents, etc.). All windows and doors need to be closed and secured. Roofing material loosened by the fire is required to be secured to prevent it from falling onto the public right-of-way. Unbroken red clay tiles that are removed must be salvaged and stored. Each building will have access by lock (and chain) from Soledad Street (separate access to the second floors if necessary).
- D. Stabilize the buildings with temporary shoring of fire damaged floor and roof framing, at the front of both buildings, as required to provide safe access at all floors and roof levels.
- E. Protect buildings from further damage caused by weather by tarping the roof where it is exposed to fire, sealing all openings to include windows, doors and open light wells.

Every effort will be made to secure the building before the winter weather season.

This scope is currently not intended for the buildings to undergo complete restoration.

Before the proposals are due, the City will host a mandatory one-hour inspection of the buildings at 37-39 Soledad Street, Salinas CA 93901 on September 11, 2025, at 9 AM. Participants must be prepared for adverse conditions. Questions are welcome until 5 PM, September 18, 2025, to either Don Reynolds at don.reynolds@kimley-horn.com or Grant Leonard at grantl@ci.salinas.ca.us.

After inspection, a plan and cost to further stabilize the building will be agreed upon by the City and contractor.

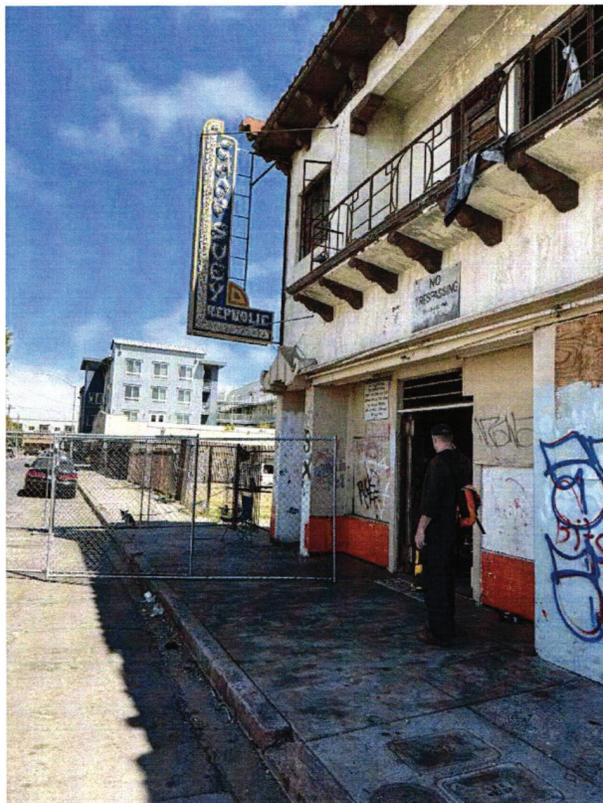
Submittal

Please submit two proposals: a proposal to clean up and secure the buildings, and a draft price to stabilize the buildings. After a detailed final scope for stabilization is agreed upon, the draft second proposal and cost estimate will be updated if needed.

Submit proposals by email only, Friday, September 25, 2025 5 PM to Salinas Planning Manager Grant Leonard by Email @ grantl@ci.salinas.ca.us

Attached- 5-photos

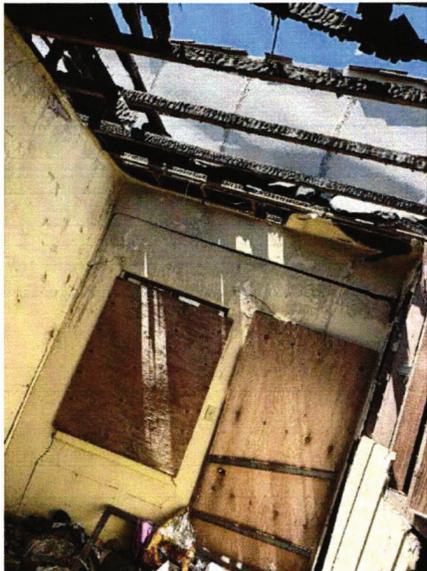
Soledad Street Frontage of 37-39 Soledad Street



37 Soledad Street Interior



39 Soledad Street Interior



39 Soledad Interior



37 Soledad Interior



Attachment C

California Premier Restoration
22 Lower Ragsdale Dr
Monterey, CA 93940
Phone: 831-275-2103
CA License #: 1013305
DIR #: 1000035801

Revised October 9, 2025

Dear Project Review Team,

California Premier Restoration (CPR) is pleased to provide this revised version of the proposal originally submitted on September 25, 2025, for the emergency stabilization, temporary waterproofing, security, and environmental cleanup work at 37 & 39 Soledad.

The following categories outline the updated scope of work and corresponding lump-sum pricing for each area of work to be completed.

Category 1 – Temporary Waterproofing (Units 37 & 39)

Scope of Work:

- Remove any loose or disconnected roof framing as needed to provide safe indoor conditions and properly dispose of debris.
- Supply and install roof over-framing consisting of two (2) 6x12 ledgers and one (1) mid-span 6x12 beam across Unit 39, with 2x12 framing between ledgers and the mid-span beam @ 16" O.C. (Beam lift, Gradall, and/or crane may be required to deliver materials to the roof.)
- Supply and install all necessary Simpson brackets and framing hangers for roof over-framing.
- Supply and install ½" plywood sheathing on top of roof over-framing to create appropriate slope for water runoff.
- Supply and install fiberglass mineral-surfaced cap rolled roofing to cover over-framing. Rolled roofing to tie into existing TPO and parapet walls as needed to achieve watertight seals.
- Provide all labor (during normal business hours), materials, equipment, and generators required to perform the above work.
- Existing Spanish-style barrel roof tiles will be carefully removed to prevent damage. Broken or non-reusable tiles will be properly disposed of.

Lump Sum Total (Category 1 – Temporary Waterproofing): \$75,850.00

Category 2 – Structure Security and Pest Control (Units 37 & 39)

Scope of Work:

- Secure the structure by boarding up all door and window openings using plywood panels fastened to structural framing.
- Ensure board-up prevents unauthorized entry, animal intrusion, and weather exposure.



California Premier Restoration
22 Lower Ragsdale Dr
Monterey, CA 93940
Phone: 831-275-2103
CA License #: 1013305
DIR #: 1000035801

- Perform a general pest control treatment inside the structure to address the presence of fleas and other insects, following manufacturer guidelines for safe application.
- Maintain a clean and safe work area throughout the process.

Lump Sum Total (Category 2 – Structure Security and Pest Control): \$36,500.00

Category 3 – Site Cleaning and Sanitization (37 Soledad)

Scope of Work:

- Removal and proper disposal of all loose debris.
- HEPA vacuuming of all exposed framing members.
- Application of a plant-based disinfectant to all exposed framing.
- HEPA vacuuming and disinfecting of all flooring surfaces.
- Continuous HEPA air filtration during work operations.

Lump Sum Total (Category 3 – Site Cleaning and Sanitization): \$67,400.00

Category 4 – Complete Environmental Abatement (39 Soledad)

Scope of Work:

- This portion of work is identified as a future bid item.
- It is assumed that asbestos-containing materials (ACM) are present within drywall and associated finishes.
- All abatement activities in these areas will be performed by a licensed abatement contractor, to be selected following required testing and bidding.
- As part of the abatement process, plumbing fixtures such as sinks, toilets, and tubs will be removed and disposed of to allow safe and complete removal of asbestos-containing materials.
- Upon completion of abatement, CPR will continue with Category 5 – Site Cleaning and Sanitization (39 Soledad).

Lump Sum Total (Category 4 – Complete Environmental Abatement): To Be Determined
(Pending Testing and Subcontractor Bids)

Category 5 – Site Cleaning and Sanitization (39 Soledad)

Scope of Work:

- Removal and proper disposal of all loose debris.
- HEPA vacuuming of all exposed framing members.
- Application of a plant-based disinfectant to all exposed framing.
- HEPA vacuuming and disinfecting of all flooring surfaces.



California Premier Restoration
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- Continuous HEPA air filtration during work operations.

Lump Sum Total (Category 5 – Site Cleaning and Sanitization): \$67,400.00

Summary of Costs

- Category 1 – Property Stabilization / Temporary Waterproofing: Lump Sum \$75,850.00
- Category 2 – Structure Security & Pest Control: Lump Sum \$36,500.00
- Category 3 – Site Cleaning & Sanitization (37 Soledad): Lump Sum \$67,400.00
- Category 4 – Complete Environmental Abatement (39 Soledad): To Be Determined
- Category 5 – Site Cleaning & Sanitization (39 Soledad): Lump Sum \$67,400.00

Combined Total (Categories 1–5): \$247,150.00 + TBD

Exclusions

- Any work not clearly detailed above.
- Labor performed during holidays, weekends, or after normal business hours.
- Performance or payment bonds.
- Structural repairs beyond scope above.
- Additional structural reinforcement if required by engineer.

Respectfully submitted,

Michael Murphy

California Premier Restoration

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Newfront Insurance Services, LLC		NAMED INSURED CALIFORNIA PREMIER RESTORATION	
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

Cancellation form #ECC-1315-0118 applies with respect to the General Liability policy. Per project general aggregate applies.

Workers' Compensation and Employers' Liability Policy

Named Insured CALIFORNIA PREMIER RESTORATION 22 Lower Ragsdale Dr Suite F Monterey, CA 93940	Endorsement Number
	Policy Number Symbol: WLR Number: C72819895
Policy Period 12/31/2024 TO 01/01/2026	Effective Date of Endorsement 11/11/2025
Issued By (Name of Insurance Company) Indemnity Insurance Company of North America	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

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

Schedule

1. Specific Waiver
 Name of person or organization:
 City of Salinas, its officers, officials, employees, and volunteers

 200 Lincoln Avenue

 Salinas, CA 93901

Waiver of subrogation in favor of the City of Salinas its officers officials employees and volunteers where required by written contract.

- Blanket Waiver
 Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2. Operations:
3. Premium:
 The premium charge for this endorsement shall be INCLUDED percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Minimum Premium: INCLUDED

Pat D. O'Hanlon

Authorized Agent

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS BLANKET

This endorsement, effective 03/17/2025, attaches to and forms a part of Policy Number FEI-ECC-23338-08.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.	Those project locations where this endorsement is required by 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" or "property damage" 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".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Automatic Waiver of Subrogation Endorsement

This endorsement, effective 03/17/2025, attaches to and forms a part of
Policy Number FEI-ECC-23338-08.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the following coverage part(s):

**COMMERCIAL GENERAL LIABILITY
CONTRACTORS POLLUTION LIABILITY**

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) to whom the *Named Insured* agrees, in a written contract, to provide a waiver of subrogation. However, this status exists only for the project specified in that contract.

The Company waives any right of recovery it may have against the person or organization shown in the above Schedule because of payments the Company makes for injury or damage arising out of the *insured's* work done under a contract with that person or organization. The waiver applies only to the person or organization in the above Schedule.

Under no circumstances shall this endorsement act to extend the policy period, change the scope of coverage or increase the Aggregate Limits of Insurance shown in the Declarations.

COMMON POLICY CONDITIONS ENDORSEMENT

This endorsement, effective 03/17/2025, attaches to and forms a part of
Policy Number FEI-ECC-23338-08.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

In consideration of the premium charged, and notwithstanding anything contained in this Policy to the contrary, it is hereby agreed that all coverage parts included in this Policy are subject to the following conditions:

(1) CANCELLATION

The *Named Insured* may cancel this Policy by mailing to the Company written notice stating when thereafter such cancellation shall become effective. The Company may cancel this Policy by mailing to the *Named Insured*, at the mailing address specified in the Declarations, written notice stating when not less than thirty (30) days thereafter such cancellation shall become effective, except in the event of the *Named Insured's* nonpayment of premium, not less than ten (10) days advance notice of cancellation shall be given. The mailing of notice as stated above, shall be sufficient proof of either party's intent to cancel. The effective date of cancellation specified in such notice shall terminate the *Policy Period*. Delivery of such notice shall be equivalent to mailing.

If the *Named Insured* cancels, the earned premium shall be computed in accordance with the customary short rate table. If the Company cancels, the earned premium shall be computed pro rata. The Company will tender any return premium subject to retaining a minimum earned premium equal to 25% of the amount specified in the Declarations.

Premium adjustment may be made either at the time cancellation is effective or as soon as practicable thereafter, but tender of the unearned premium or return of this Policy, shall not be conditions precedent to cancellation hereunder.

(2) CHANGES

The terms of this Policy shall not be amended, waived or otherwise changed, except by endorsement issued by the Company and made a part of this Policy.

(3) EXAMINATION OF BOOKS AND RECORDS

The Company may examine and audit the *Named Insured's* books and records as they relate to this Policy at any time during the *Policy Period* and up to three (3) years afterward.

(4) INSPECTIONS AND SURVEYS

The Company has the right, but is not obliged to:

1. Make inspections and surveys at any time;
2. Give the *Named Insured* reports on the conditions the Company finds; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. The Company does not make safety inspections. The Company does not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. The Company does not warrant that conditions:

California Premier Restoration

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to the Company, but also to any rating, advisory, rate service, engineering firm or similar organization which makes insurance inspections, surveys, reports or recommendations.

(5) NAMED INSURED AS AGENT

The *Named Insured* specified in the Declarations shall be deemed agent of each *Insured* with respect to all matters involving this Policy, however, the Company shall have the right to seek indemnification from any *Insured* or any other person who may be legally liable for the debts of the *Named Insured*.

(6) PREMIUMS

The *First Named Insured* shown in the Declarations:

1. Is responsible for the payment of all premiums;
2. Will be the payee for any return premiums the Company pays; and
3. Is responsible for the payment of all deductibles and self-*Insured* retention amounts under this Policy.

(7) ADDITIONAL PREMIUMS

If, during the *Policy Period*, an increase in the risk or hazards covered hereunder occurs, the Company shall have the right to charge the appropriate additional premium.

(8) TRANSFER OF RIGHTS AND DUTIES UNDER THIS POLICY

The *Named Insured's* rights and duties under this Policy may not be transferred without the Company's written consent except in the case of death of an individual *Named Insured*. If an individual *Named Insured* dies, their rights and duties will be transferred to their legal representative, but only while acting within the scope of duties as such. Until the *Named Insured's* legal representative is appointed, anyone having proper temporary custody of the *Named Insured's* property will have their rights and duties but only with respect to that property.

(9) BANKRUPTCY OR INSOLVENCY

Bankruptcy or insolvency of the *Insured* or of the *Insured's* estate will not relieve the Company of its obligations under the Policy.

All other terms and conditions under the Policy remain unchanged.

COMMON POLICY CONDITIONS ENDORSEMENT

This endorsement, effective 03/17/2024, attaches to and forms a part of
Policy Number FEI-ECC-23338-07.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

In consideration of the premium charged, and notwithstanding anything contained in this Policy to the contrary, it is hereby agreed that all coverage parts included in this Policy are subject to the following conditions:

A. CANCELLATION

The *Named Insured* may cancel this Policy by mailing to the Company written notice stating when thereafter such cancellation shall become effective. The Company may cancel this Policy by mailing to the *Named Insured*, at the mailing address specified in the Declarations, written notice stating when not less than thirty (30) days thereafter such cancellation shall become effective, except in the event of the *Named Insured's* nonpayment of premium, not less than ten (10) days advance notice of cancellation shall be given. The mailing of notice as stated above, shall be sufficient proof of either party's intent to cancel. The effective date of cancellation specified in such notice shall terminate the *Policy Period*. Delivery of such notice shall be equivalent to mailing.

If the *Named Insured* cancels, the earned premium shall be computed in accordance with the customary short rate table. If the Company cancels, the earned premium shall be computed pro rata. The Company will tender any return premium subject to retaining a minimum earned premium equal to 25% of the amount specified in the Declarations.

Premium adjustment may be made either at the time cancellation is effective or as soon as practicable thereafter, but tender of the unearned premium or return of this Policy, shall not be conditions precedent to cancellation hereunder.

B. CHANGES

The terms of this Policy shall not be amended, waived or otherwise changed, except by endorsement issued by the Company and made a part of this Policy.

C. EXAMINATION OF BOOKS AND RECORDS

The Company may examine and audit the *Named Insured's* books and records as they relate to this Policy at any time during the *Policy Period* and up to three (3) years afterward.

D. INSPECTIONS AND SURVEYS

The Company has the right, but is not obliged to:

1. Make inspections and surveys at any time;
2. Give the *Named Insured* reports on the conditions the Company finds; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. The Company does not make safety inspections. The Company

California Premier Restoration

does not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. The Company does not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to the Company, but also to any rating, advisory, rate service, engineering firm or similar organization which makes insurance inspections, surveys, reports or recommendations.

E. NAMED INSURED AS AGENT

The *Named Insured* specified in the Declarations shall be deemed agent of each *Insured* with respect to all matters involving this Policy, however, the Company shall have the right to seek indemnification from any *Insured* or any other person who may be legally liable for the debts of the *Named Insured*.

F. PREMIUMS

The *First Named Insured* shown in the Declarations:

- a. Is responsible for the payment of all premiums;
- b. Will be the payee for any return premiums the Company pays; and
- c. Is responsible for the payment of all deductibles and self-*Insured* retention amounts under this Policy.

G. ADDITIONAL PREMIUMS

If, during the *Policy Period*, an increase in the risk or hazards covered hereunder occurs, the Company shall have the right to charge the appropriate additional premium.

H. TRANSFER OF RIGHTS AND DUTIES UNDER THIS POLICY

The *Named Insured's* rights and duties under this Policy may not be transferred without the Company's written consent except in the case of death of an individual *Named Insured*. If an individual *Named Insured* dies, their rights and duties will be transferred to their legal representative, but only while acting within the scope of duties as such. Until the *Named Insured's* legal representative is appointed, anyone having proper temporary custody of the *Named Insured's* property will have their rights and duties but only with respect to that property.

I. BANKRUPTCY OR INSOLVENCY

Bankruptcy or insolvency of the *Insured* or of the *Insured's* estate will not relieve the Company of its obligations under the Policy.

All other terms and conditions under the Policy remain unchanged.

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Endorsement Number: 27

**Automatic Primary and Non-Contributory Insurance Endorsement
Designated Work Or Project(s)**

This endorsement, effective 03/17/2025, attaches to and forms a part of
Policy Number FEI-ECC-23338-08.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the Coverage Part(s) indicated below:

**CONTRACTORS POLLUTION LIABILITY
COMMERCIAL GENERAL LIABILITY**

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to provide Primary and/or Non-contributory status of this insurance. However, this status exists only for the project specified in that contract.

In consideration of an additional premium of \$Applied, and notwithstanding anything contained in this policy to the contrary, it is hereby agreed that this policy shall be considered primary to any similar insurance held by third parties in respect to work performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which the person(s) or organization(s) named in the schedule may have is excess and non-contributory to this insurance.

Workers' Compensation and Employers' Liability Policy

Named Insured CALIFORNIA PREMIER RESTORATION 22 Lower Ragsdale Dr Suite F Monterey, CA 93940	Endorsement Number
	Policy Number Symbol: WLR Number: C72819895
Policy Period 12/31/2024 TO 01/01/2026	Effective Date of Endorsement 11/11/2025
Issued By (Name of Insurance Company) Indemnity Insurance Company of North America	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

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

Schedule

- 1. Specific Waiver
 Name of person or organization:
 City of Salinas, its officers, officials, employees, and volunteers

 200 Lincoln Avenue

 Salinas, CA 93901

Waiver of subrogation in favor of the City of Salinas its officers officials employees and volunteers where required by written contract.

- Blanket Waiver
 Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

- 2. Operations:
- 3. Premium:
 The premium charge for this endorsement shall be INCLUDED percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
- 4. Minimum Premium: INCLUDED



Authorized Agent