

AGREEMENT NO. _____

INDEPENDENT CONTRACTOR'S AGREEMENT
(Over \$40,000)

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a municipal corporation, ("CITY" herein) and **ASELA ENVIRONMENTAL, INC.** ("CONTRACTOR" herein).

RECITALS

WHEREAS, CONTRACTOR represents CONTRACTOR is experienced, well qualified and a specialist in the field of biohazard cleanup services.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

1. SCOPE OF WORK. In exchange for Compensation (defined below), CONTRACTOR shall perform the following: weekly biohazard cleanup 4 hours a day / 5 days a week (6:30AM to 10:30 AM/ Monday through Friday) for a period of twelve-months within the Downtown and Old Town Kern neighborhoods of Bakersfield in accordance with the request for proposal ("Scope of Work"). The scope of work shall include all items and procedures necessary to properly complete the task CONTRACTOR has been hired to perform, whether specifically included in the Scope of Work or not.

2. COMPENSATION. Subject to the conditions of this section, the City shall pay CONTRACTOR for performing the Scope of Work ("Compensation") as follows: paid on a biweekly basis, at a rate not to exceed \$10,760.00. Compensation for all work, services or products called for under this Agreement shall consist of twenty-six payments cumulatively not exceeding \$279,760.00 for performing the Scope of Work.

The compensation set forth in this section shall be the total compensation under this Agreement including, but not limited to, all out-of-pocket costs and taxes. CITY shall pay only the compensation listed unless otherwise agreed to in writing by the parties.

3. PAYMENT PROCEDURE. CONTRACTOR shall be paid for services rendered after receipt of an itemized invoice for the work completed and approved by CITY in accordance with the terms of this Agreement. Payment by CITY to CONTRACTOR shall be made within thirty (30) days after receipt and approval by CITY of CONTRACTOR's itemized invoice.

4. TERM. Unless terminated sooner, as set forth herein, this Agreement shall terminate one year from the effective date. If the Agreement proves successful, two one-year extensions are at the City's option and under mutually agreeable terms.

5. TERMINATION. Either party may terminate this Agreement after giving the other party written notice, served by mail or personal service, to all other parties, fourteen

(14) days before the termination is effective.

6. COMPLIANCE WITH ALL LAWS. CONTRACTOR shall, at CONTRACTOR's sole cost, comply with all of the requirements of Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all Municipal ordinances and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Bakersfield business tax certificate (Bakersfield Municipal Code Chapter 5.02) where required.

7. INDEPENDENT CONTRACTOR. This Agreement calls for the CONTRACTOR'S performance of the Scope of Work as an independent contractor. CONTRACTOR is not an agent or employee of the CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. This Agreement shall not be construed as forming a partnership or any other association with CONTRACTOR other than that of an independent contractor.

8. DIRECTION. CONTRACTOR retains the right to control or direct the manner in which the services described herein are performed.

9. EQUIPMENT. CONTRACTOR will supply all equipment, tools, materials and supplies necessary to perform the services under this Agreement.

10. STARTING WORK. CONTRACTOR shall not begin work until authorized to do so in writing by CITY. No work will be authorized until the contract has been fully executed by CONTRACTOR and CITY.

11. KEY PERSONNEL. CONTRACTOR shall name all key personnel to be assigned to the work set forth herein. All key personnel shall be properly licensed and have the experience to perform the work called for under this Agreement. CONTRACTOR shall provide background for each of the key personnel including, without limitation, resumes and work experience in the type of work called for herein. CITY reserves the right to approve key personnel. Once the key personnel are approved CONTRACTOR shall not change such personnel without the written approval of CITY.

12. INCLUDED DOCUMENTS. Any bid documents, including, without limitation, special provisions and standard specifications and any Request for Proposals, Request for Qualifications and responses thereto relating to this Agreement are incorporated by reference as though fully set forth.

13. LICENSES. CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits and approvals which are legally required for CONTRACTOR to practice its profession. If a corporation, at least one officer or key employee shall hold the required licenses or professional degrees. If a partnership, at least one partner shall hold the required licenses or professional degrees.

14. STANDARD OF PERFORMANCE. All work shall be performed in conformity

with all legal requirements and industry standards observed by a specialist of the profession in California.

15. MERGER AND MODIFICATION. This contract sets forth the entire Agreement between the parties and supersedes all other oral or written representations. This contract may be modified only in a writing approved by the City Council and signed by all the parties.

16. SB 854 COMPLIANCE. To the extent Labor Code Section 1771.1 applies to this Agreement, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, be subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The prime contractor is required to post job site notices in compliance with Title 8 California Code of Regulations Section 16451. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

17. NO WAIVER OF DEFAULT. The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

18. INSURANCE.

18.1 Types and Limits of Insurance. In addition to any other insurance or bond required under this Agreement, the CONTRACTOR shall procure and maintain for the duration of this Agreement the following types and limits of insurance ("basic insurance requirements") herein:

18.2 Automobile liability insurance, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:

18.2.1 Provide coverage for owned, non-owned and hired autos.

18.3 Commercial general liability insurance, unless otherwise approved by the CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:

18.3.1 Provide contractual liability coverage for the terms of this Agreement.

- 18.3.2** Provide products and completed operations coverage.
- 18.3.3** Provide premises, operations, and mobile equipment coverage.
- 18.3.4** Contain an additional insured endorsement in favor of the City, its mayor, council, officers, agents, employees and volunteers.

18.4 Workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall contain a waiver of subrogation in favor of the City, its mayor, council, officers, agents, employees and volunteers.

18.5 General Provisions Applying to All Insurance Types.

18.5.1 All policies shall be written on a first-dollar coverage basis, or contain a deductible provision. Subject to advance approval by the CITY, CONTRACTOR may utilize a Self-Insured Retention provided that the policy shall not contain language, whether added by endorsement or contained in the Policy Conditions, that prohibits satisfaction of any Self-Insured provision or requirement by anyone other than the Named Insured, or by any means including other insurance or which is intended to defeat the intent or protection of an Additional Insured.

18.5.2 All policies required of the CONTRACTOR shall be primary insurance as to the CITY, its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by the CITY, its mayor, council, officers, agents, employees, and designated volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

18.5.3 Except for workers' compensation, insurance is to be placed with insurers with a Best's rating as approved by CITY's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insured retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by the CITY in writing.

18.5.4 Unless otherwise approved by CITY's Risk Manager, all policies shall contain an endorsement providing the CITY with thirty (30) days written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy. Copies of policies shall be delivered to CITY on demand.

18.5.5 The insurance required hereunder shall be maintained until all work required to be performed by this Agreement is satisfactorily completed as evidenced by written acceptance by the CITY.

18.5.6 The CONTRACTOR shall furnish the City Risk Manager with a certificate of insurance and required endorsements evidencing the insurance required. The CITY may withdraw its offer of contract or cancel this contract if certificates of

insurance and endorsements required have not been provided prior to the execution of this Agreement.

18.5.7 It is further understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance obtained and carried by the CONTRACTOR in connection with this Agreement.

18.5.8 Unless otherwise approved by the CITY, if any part of the work under this Agreement is subcontracted, the "basic insurance requirements" set forth above shall be provided by, or on behalf of, all subcontractors even if the CITY has approved lesser insurance requirements for CONTRACTOR.

18.5.9 CONTRACTOR shall provide, when required by CITY, performance, labor and material bonds in amounts and in a form suitable to CITY. CITY shall approve in writing all such security instruments prior to commencement of any work under this Agreement.

19. THIRD PARTY CLAIMS. In the case of public works contracts, CITY will timely notify CONTRACTOR of third party claims relating to this contract. CITY shall be allowed to recover from CONTRACTOR, and CONTRACTOR shall pay on demand, all costs of notification.

20. INDEMNITY. CONTRACTOR shall indemnify, defend, and hold harmless CITY, its officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by CONTRACTOR, CONTRACTOR's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.

21. ASSIGNMENT. Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited, and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

22. ACCOUNTING RECORDS. CONTRACTOR shall maintain accurate accounting records and other written documentation pertaining to all costs incurred in performance of this Agreement. Such records and documentation shall be kept at CONTRACTOR's office during the term of this Agreement, and for a period of three years from the date of the final payment hereunder, and said records shall be made available to CITY representatives upon request at any time during regular business hours.

23. BINDING EFFECT. The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the contract and their heirs, administrators, executors, personal representatives, successors and assigns, and whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural. This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.

24. CORPORATE AUTHORITY. Each individual signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

25. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.

26. EXECUTION. This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

27. EXHIBITS. In the event of a conflict between the terms, conditions or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement shall prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

28. FURTHER ASSURANCES. Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

29. GOVERNING LAW. The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.

30. INTERPRETATION. Whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.

31. MERGER AND MODIFICATION. This Agreement sets forth the entire agreement between the parties and supersedes all other oral or written representations. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.

32. NON-INTEREST. No officer or employee of the CITY shall hold any interest in this Agreement (California Government Code section 1090).

33. NOTICES. All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon

actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

CITY: CITY OF BAKERSFIELD
DEVELOPMENT SERVICES DEPARTMENT
1715 Chester Avenue
Bakersfield, California 93301

CONTRACTOR: ASELA ENVIRONMENTAL, INC.
P O Box 20729
Bakersfield, CA 93390

34. RESOURCE ALLOCATION. All obligations of CITY under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.

35. TITLE TO DOCUMENTS. All documents, plans, and drawings, maps, photographs, and other papers, or copies thereof prepared by CONTRACTOR pursuant to the terms of this Agreement, shall, upon preparation, become the property of the CITY.

36. TAX NUMBERS.

CONTRACTOR's Federal Tax ID Number **26-1877865**

CONTRACTOR is a corporation? Yes X No
(Please check one.)

Signatures on Following Page

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, the day and year first-above written.

"CITY"
CITY OF BAKERSFIELD

"CONTRACTOR"
ASELA ENVIRONMENTAL, INC.

By: _____
KAREN GOH
Mayor

By: Debra M. Watkins
Print Name: Debra M. Watkins
Title: President

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: Viridiana Gallardo-King
VIRIDIANA GALLARDO-KING
Deputy City Attorney

Insurance: OK

APPROVED AS TO CONTENT:
DEVELOPMENT SERVICES DEPARTMENT

By: Christopher Boyle
CHRISTOPHER BOYLE
Development Services Director

COUNTERSIGNED:

By: _____
RANDY McKEEGAN
Finance Director



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/12/2020

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 Driscoll & Driscoll Insurance Agency, Inc. 41235 11th St West, Suite A Palmdale CA 93551		CONTACT NAME: PHONE (A/C, No, Ext): (661) 266-9390 FAX (A/C, No): (661) 266-9391 E-MAIL ADDRESS: Certs@driscollanddriscoll.com	
INSURED Asela Environmental, Inc., DBA: ADR Services; Alert Disaster Restoration 4415 Yeager Way, #800 Bakersfield CA 93313		INSURER(S) AFFORDING COVERAGE INSURER A: Colony Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1991209525 **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	X	Y	PACER305964	9/14/2019	9/14/2020	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						
A	<input type="checkbox"/> UMBRELLA LIAB	X	Y	EXC305965	9/14/2019	9/14/2020	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 1,000,000
	<input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Contr Pollution Liability			PACER305964	9/14/2019	9/14/2020	Per Occ / Agg 1,000,000
A	Professional Liability			PACER305964	9/14/2019	9/14/2020	Claims Made 1,000,000

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

Blanket Waiver applies to the General Liability Policy per form # EPACE 001-0415. Blanket Primary & Non-Contributory wording applies to the General Liability Policy per form # EPACE 001-0415. Blanket Additional Insured applies to the General Liability Policy per form # EPACE 001-0415 for Ongoing & Completed Operations when required by written contract; In favor of: City, it's mayor, council, officers, agents, employees and volunteers. Excess Policy to follow form. 10 Day Notice of Cancellation for Non-Payment & 30 day Notice of Cancellation for all other in favor of Certificate Holder.

CERTIFICATE HOLDER**CANCELLATION**

City of Bakersfield 1600 Truxtun Avenue Bakersfield, CA 93301	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 Ross Driscoll, Sr/DM 

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION BY US –
CERTIFICATE HOLDER(S)**

This endorsement modifies insurance provided under the following:

EnviroPACE Insurance Policy

SCHEDULE

Certificate Holder(s):

CITY OF BAKERSFIELD
1600 TRUXTUN AVENUE
BAKERSFIELD, CA 93301

Section XXIII. **CONDITIONS, 4. Cancellation** is amended by the addition of the following:

If we cancel this Policy before the expiration date thereof, we will mail 30 days written notice (10 days for non-payment of premium) to the Certificate Holder(s) indicated in the SCHEDULE above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

COMMENTS/REMARKS

Named Insured(s):

- Asela Environmental, Inc. dba 1-800-BOARDUP of Kern County
- Asela Environmental, Inc. dba Alert Disaster Restoration
- Asela Environmental, Inc. dba Alert Environmental Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/12/2020

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 State Farm ELIZABETH LEHR, AGENT 5201 CALIFORNIA AVE., STE. 230 BAKERSFIELD, CA 93309		CONTACT NAME: CRYSTAL MORENO PHONE (A/C, Mo, Ext): 861-327-0838 FAX (A/C, Mo): 661-327-2826 E-MAIL ADDRESS: CRYSTAL@BAKERSFIELDSF.COM		
INSURED ASELA ENVIRONMENTAL, INC. DBA ALERT DISASTER RESTORATION 4415 YEAGER WAY #800 BAKERSFIELD, CA 93313		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A:		
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		

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	ADD'L SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COM/PROP AGG
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRE AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y Y	292 9270-F23-55D	06/23/2020	06/23/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER EL EACH ACCIDENT EL DISEASE - EA EMPLOYEE EL DISEASE - POLICY LIMIT

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

ALSO LISTED AS ADDITIONAL INSURED THE CITY OF BAKERSFIELD, ITS MAYOR, COUNCIL, OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS

30 DAY CANCELLATION NOTICE

CERTIFICATE HOLDER

CITY OF BAKERSFIELD 1600 TRUXTUN AVENUE BAKERSFIELD, CA 93301	CANCELLATION 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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/12/2020

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PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA Inc LIC #0726293 21820 Burbank Blvd. Suite 175 Woodland Hills CA 91367		CONTACT NAME: Erika Sokolik PHONE (A/C, No, Ext): 818-534-3558 E-MAIL ADDRESS: Erika_Sokolik@ajg.com FAX (A/C, No): 818-316-0990	
INSURED Asela Environmental, Inc. DBA: ADR Services; Alert Disaster Restoration 4415 Yeager Way #800 Bakersfield CA 93313		INSURER(S) AFFORDING COVERAGE INSURER A: Cypress Insurance Company (CA) INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
ASELENV-01		NAIC # 10855	

COVERAGES

CERTIFICATE NUMBER: 1032029343

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 SUBR INSD WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$ \$
	AUTOMOBILE LIABILITY <input 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					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	ASWC032886	12/18/2019	12/18/2020	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Waiver of Subrogation applies to certificate holder, as respects Workers Compensation policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions. In favor of the City, its mayor, council, officers, agents, employees and volunteers. 10 Day Notice of Cancellation for Non-Payment & 30 day notice of Cancellation for all other in favor of Certificate Holder.

CERTIFICATE HOLDER**CANCELLATION**

City of Bakersfield 1600 Truxtun Ave Bakersfield CA 93301	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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**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA
BLANKET BASIS**

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.)

The additional premium for this endorsement shall be calculated by applying a factor of 2% to the total manual premium, with a minimum initial charge of \$350, then applying all other pricing factors for the policy to this calculated charge to derive the final cost of this endorsement.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule**Blanket Waiver**

Person/Organization	Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
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Job Description	Waiver Premium (prior to adjustments)
All CA Operations	1449.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 12/18/2019

Policy No.: ASWC032886

Endorsement No.:

Insured:

Premium \$

Insurance Company: Cypress Insurance Company

Countersigned by _____

XX. WHO IS AN INSURED

Applicable to Coverage Part 1 and Part 2:

Each of the following is an insured under Coverage Part 1 and Part 2:

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your **executive officers** and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. With respect to all coverages other than Coverage 1F (Employee Benefits Administration Liability), each of the following is also an insured:
 - a. Your **volunteer workers**, but only while performing duties related to the conduct of your business, or your **employees**, other than either your **executive officers** (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these **employees** or **volunteer workers** is an insured for:
 - (1) **Bodily injury or personal and advertising injury:**
 - (a) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
 - (b) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in subparagraph (1) (a) above; or
 - (c) Arising out of the providing or failure to provide professional health care services except incidental health care services provided by any physician, dentist, nurse, emergency medical technician or paramedic who is employed by you to provide such services and provided you are not engaged in the business of providing such services.

- (2) **Property damage or environmental damage** to property:
- (a) Owned, occupied or used by; or
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your **employees, volunteer workers**, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Any person (other than your **employee or volunteer worker**), or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
- (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Policy.
3. Any subsidiary, associated, affiliated or allied company or corporation, including subsidiaries thereof, of which you have more than 50% ownership interest as of the **inception date** is a Named Insured; however, such entities shall cease to be a Named Insured if you cease to maintain more than a 50% ownership interest.
4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the **policy period**, whichever is earlier;
 - b. Coverage under this Policy does not apply to any **bodily injury, property damage, environmental damage or pollution condition** that took place, or an offense or **wrongful act** committed, before you acquired or formed the organization.
5. Any person or organization with whom you agree to include as an insured pursuant to a written contract, written agreement or permit is an insured, but: (i) only with respect to **bodily injury, property damage, personal and advertising injury, environmental damage or clean-up costs** caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf and arising out of your operations, **your work**, equipment or premises leased, rented or owned by you, or **your products** which are distributed or sold in the regular course of a vendor's business; (ii) only for the lesser of the applicable limits of liability set forth in section XXI. LIMITS OF LIABILITY AND DEDUCTIBLE or the minimum limits of liability required by such written contract; (iii) the insurance afforded only applies to the extent permitted by law; (iv) the insurance afforded will not be broader than that which you are required by the contract or agreement to provide for such insured. However:

a. A vendor is not an insured as respects **bodily injury, property damage, environmental damage or clean-up costs** arising out of:

- (1) Damages the vendor is obligated to pay by reason of the assumption of liability in a contract or agreement except for any damages that the vendor would have been obligated to pay in the absence of the contract or agreement;
- (2) Any express warranty unauthorized by you;
- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from you, and then repackaged in the original container;
- (5) Any failure to make inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's location in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (8) The sole negligence of the vendor for its own acts or omissions or those of its **employees** or anyone else acting on its behalf. However, this subparagraph does not apply to:
 - (a) the exceptions contained in subparagraphs (4) or (6) above; or
 - (b) such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

6. A manager or lessor of premises, a lessor of leased equipment, or a mortgagee, assignee, or receiver is not an insured as respects **bodily injury, property damage, environmental damage, personal and advertising injury or clean-up costs**:

- a. Arising out of any **occurrence, offense, pollution condition, or wrongful act** that takes place after the equipment lease expires or you cease to be a tenant; or
- b. Arising out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lesser of premises, or mortgagee, assignee, or receiver.

where the claim arose or is being defended. In addition, we may exercise our right to require that such counsel:

- a. meet certain minimum qualifications with respect to competency, including possessing a minimum of five (5) years experience in defending claims similar to those asserted against the insured;
- b. maintain suitable errors and omissions insurance coverage; and
- c. agree, in writing, to respond in a timely manner to our requests for information regarding the claim.

An insured may, at any time, waive any right it may have to select independent counsel.

13. Inspection and Audit

With reasonable notice to you, we shall be permitted, but not obligated, to inspect, sample and monitor on a continuing basis your property, equipment and/or operations. Neither our right to make inspections, sample and monitor, nor the actual undertaking thereof, nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of you or others, to determine or warrant that such property or operations are safe, healthful or conform to acceptable engineering practice or are in compliance with **environmental laws**, or any other law, rule or regulation. Further, the **first named insured** agrees on behalf of all insureds, to grant us both the right to interview, and access to, any insured whom we reasonably believe may have relevant information pertaining to any **claim** or **pollution condition** potentially covered under this Policy.

14. Other Insurance

If other valid and collectible insurance is available for any **loss** subject to coverage under this Policy, our obligations are limited as follows:

a. Primary Insurance

Except as provided in paragraph b. below, this insurance is primary. When this insurance is primary, our obligations are not affected unless any of the other insurance is also primary, in which case we will share with all other primary insurance by the method described in paragraph c. below. However, in the event that a written contract, written agreement or permit requires this insurance to be primary for any person or organization that you agreed to insure, and provided such person or organization is an insured under this Policy, this insurance will be primary and we will not seek contribution from any other insurance issued to such person or organization.

b. Excess Insurance

This insurance is excess over:

- (1) Any other insurance, whether primary, excess, contingent or on any other basis that is: (i) Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for **your work**; (ii) Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner; (iii) insurance purchased by you to cover your liability as a tenant for **property damage** to premises rented to you or temporarily occupied by you with permission of the owner; or (iv) insurance applicable to **loss** arising out of the maintenance or use of aircraft, **autos** or watercraft;

(2) Notwithstanding the provisions of paragraph a. above, any other primary insurance available to you covering liability for damages arising out of the premises or operations, the **products-completed operations hazard, your work, transportation, waste disposal facility, non-owned location, scheduled site or unscheduled site** for which you have been added as an additional insured; or

(3) Any insurance:

(a) available to the insured and issued, or applicable to, any territory outside the United States of America, its territories and possessions, Puerto Rico and Canada; or

(b) required by law, regulation or other governmental authority in any country or jurisdiction outside the United States of America, its territories and possessions, Puerto Rico and Canada.

When this insurance is excess:

(a) We will have no duty to defend the insured against any suit if any other insurer has a duty to defend the insured against that suit; however

(b) If no other insurer has a duty to defend, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of **loss**, if any, that exceeds the sum of the: (i) total amount that all such other insurance would pay for the **loss** in the absence of this insurance; and (ii) total of all deductibles, retained and self-insured amounts under all that other insurance. Then, we will share the remaining **loss**, if any, with any other insurance that is not described in this subparagraph (b) and was not bought specifically to apply in excess of the applicable Limits of Liability of this Policy.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we also will follow such method. Under this method, each insurer contributes equal amounts until it has paid its limit of liability or no **loss** remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its limit of liability to the total applicable limits of insurance of all insurers.

15. Separation of Insureds

Except with respect to the Limits of Liability, Deductible, Insured versus Insured exclusion, and any rights and duties specifically assigned to the **first named insured**, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a **claim** is made.

Misrepresentation or concealment by one insured shall not prejudice the interest or coverage for another insured under this Policy, except where such latter insured is a parent, subsidiary, or affiliate of the insured that committed such misrepresentation or concealment. For the purposes of this condition, an "affiliate" means an entity that directly or indirectly is controlled by, or is under common control with, the insured that committed such misrepresentation or concealment. Notwithstanding the forgoing, nothing stated herein shall preclude us from seeking and obtaining rescission of this Policy in the event of a material misrepresentation in the application for insurance. In addition, nothing stated herein shall operate to increase the limit(s) of liability provided hereunder.

16. Sole Agent

The first named insured shall act on behalf of all insureds for the payment of the Deductible, payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this Policy, giving and receiving notice of cancellation, and the exercise of the rights provided in section XXIV. EXTENDED REPORTING PERIODS.

17. Subrogation

In the event of any payments made pursuant to this Policy, we shall be subrogated to any insured's rights of recovery against any person, entity or organization. The insured shall execute and deliver instruments and papers and do whatever is necessary to secure and perfect such rights. No insured shall do anything to prejudice such rights.

Any recovery obtained as a result of subrogation, after such expenses incurred in the subrogation proceedings are deducted by us, shall accrue first to the insured to the extent of any payments in excess of the Limit of Liability; then us to the extent of any payments made under this Policy; and then to the insured to the extent of its Deductible.

However, solely with respect to Coverage Part 1 or Coverage Part 2, if the insured has waived rights of recovery against any person, entity or organization prior to a loss or claim, we waive any right to recovery we may have under the policy against such person, entity or organization.

18. Voluntary Payments

The insured shall not settle any claim or suit or, with the exception of emergency expenses, make any voluntary payments without our prior written consent. If we recommend a settlement, the insured shall have the opportunity to consent to it, such consent not to be unreasonably withheld or delayed. If we recommend a settlement that is acceptable to a claimant for a total amount in excess of the applicable Deductible and within the applicable Limits of Liability and the insured refuses to consent to such settlement, then our liability for loss shall be limited to that portion of the recommended settlement, and the legal defense costs incurred as of the date of the insured's refusal, which exceeds the Deductible and falls within the applicable Limit of Liability.

XXIV. EXTENDED REPORTING PERIODS

This section XXIV applies to Coverages 2C, 2D and 3 only.

1. We will provide one or more Extended Reporting Periods, as described below, if this Policy is terminated for any of the following reasons:

- a. Cancellation by us for any reason other than failure to pay a premium when due or fraud or material misrepresentation;