

**SERVICE AGREEMENT BETWEEN  
THE CITY OF HUNTINGTON BEACH AND  
AMERICAN INTEGRATED SERVICES, INC.  
FOR  
MILEY KECK TANK FARM LEASE CLOSURE**

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter called “City,” and American Integrated Services, Inc., a California Corporation, hereinafter referred to as “Contractor.”

**Recitals**

- A. The City desires to retain a Contractor having special skill and knowledge in the field of Hazardous Substances Removal and Remedial Actions.
- B. Contractor represents that Contractor is able and willing to provide such services to the City.
- C. In undertaking the performance of this Agreement, Contractor represents that it is knowledgeable in its field and that any services performed by Contractor under this Agreement will be performed in compliance with such standards as may reasonably be expected from a comparable company or firm in the field.

Contractor has been selected to perform these services pursuant to Huntington Beach Municipal Code Chapter 3.02.

NOW, THEREFORE, it is agreed by City and Contractor as follows:

**1. Scope of Services**

Contractor shall provide all services as described in Exhibit “A,” which is attached hereto and incorporated into this Agreement by this reference. These services shall sometimes hereinafter be referred to as the “Project.”

Contractor hereby designates Joseph Reilly who shall represent it and be its sole contact and agent in all consultations with City during the performance of this Agreement.

**2. City Staff Assistance**

City shall assign a staff coordinator to work directly with Contractor in the performance of this Agreement.

**3. Compensation**

a. City agrees to pay, and Contractor agrees to accept as total payment for its services, the rates and charges identified in Exhibit "B." The total sum to be expended under this Agreement, shall not exceed One Hundred Eight Nine Thousand Nine Hundred Thirty Two Dollars (\$189,932.00) during the term of this Agreement.

b. Payment by City shall be made within thirty (30) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

c. Contractor shall be paid pursuant to the terms of Exhibit "B."

**4. Term**

Time is of the essence of this Agreement. The services of Contractor are to commence \_\_\_\_\_, or as soon as practicable after the execution of this Agreement by City (the "Commencement Date") and terminate three (3) years from Commencement Date, unless terminated earlier in accordance with the provisions of this Agreement. Contract may be extended for 2 additional one-year periods if mutually agreed to in writing by both parties. The time for performance of the tasks identified in Exhibit "A" are generally to be shown in Exhibit "A." This schedule and Term may be amended to benefit the Project if mutually agreed to in writing by City and Contractor.

In the event the Commencement Date precedes the Effective Date, Contractor shall be bound by all terms and conditions as provided herein.

**5. Extra Work**

In the event City requires additional services not included in Exhibit "A" or changes in the scope of services described in Exhibit "A," Contractor will undertake such work only after receiving written authorization from City. Additional compensation for such extra work shall be allowed only if the prior written approval of City is obtained.

**6. Disposition of Plans, Estimates and Other Documents**

Contractor agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to City, and Contractor shall turn these materials over to City upon expiration or termination of this Agreement or upon Project completion, whichever shall occur first. These materials may be used by City as it sees fit.

**7. Hold Harmless**

Contractor hereby agrees to protect, defend, indemnify and hold harmless City, its officers, elected or appointed officials, employees, agents, and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs, and consequential damage or liability of any kind or nature, however caused, including those resulting from death or injury to Contractor's employees and damage to Contractor's property, arising directly or indirectly out of the obligations or operations herein undertaken by Contractor, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including but not limited to concurrent active or passive negligence, except where caused by the active negligence, sole negligence, or willful misconduct of the City. Contractor will conduct all defense at its sole cost and expense and City shall approve selection of Contractor's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor.

**8. Workers Compensation Insurance**

Pursuant to California Labor Code Section 1861, Contractor acknowledges awareness of Section 3700 *et seq.* of this Code, which requires every employer to be insured against liability for workers' compensation; Contractor covenants that it will comply with such provisions prior to commencing performance of the work hereunder.

Contractor shall obtain and furnish to City workers' compensation and employer's liability insurance in an amount of not less than the State statutory limits.

Contractor shall require all subcontractors to provide such workers' compensation and employer's liability insurance for all of the subcontractors' employees. Contractor shall furnish to City a certificate of waiver of subrogation under the terms of the workers' compensation and employer's liability insurance and Contractor shall similarly require all subcontractors to waive subrogation.

**9. General Liability Insurance**

In addition to the workers' compensation and employer's liability insurance and Contractor's covenant to defend, hold harmless and indemnify City, Contractor shall obtain and furnish to City, a policy of general public liability insurance, including motor vehicle coverage covering the Project/Service. This policy shall indemnify Contractor, its officers, employees and agents while acting within the scope of their duties, against any and all claims arising out of or in connection with the Project/Service, and shall provide coverage in not less than the following amount: combined single limit bodily injury and property damage, including products/completed operations liability and blanket contractual liability, of One Million Dollars (\$1,000,000) per occurrence. If coverage is provided under a form which includes a designated general aggregate limit,

the aggregate limit must be no less than One Million Dollars (\$1,000,000) per occurrence. If coverage is provided under a form which includes a designated general aggregate limit, the aggregate limit must be no less than One Million Dollars (\$1,000,000) for this Project/Service. This policy shall name City, its officers, elected or appointed officials, employees, agents, and volunteers as Additional Insureds, and shall specifically provide that any other insurance coverage which may be applicable to the Project/Service shall be deemed excess coverage and that Contractor's insurance shall be primary.

Under no circumstances shall said above-mentioned insurance contain a self-insured retention, or a "deductible" or any other similar form of limitation on the required coverage.

#### **10. Automobile Liability Insurance**

Contractor shall obtain and furnish to City an automotive liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for Contractor's automotive liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and a separate "Additional Insured Endorsement" page listing both the policy number and naming the "*City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers*" as additional insured on the endorsement. The above-mentioned insurance shall not contain a self-insured retention, "deductible" or any similar form of limitation on the required coverage except with the express written consent of City.

#### **11. Certificate of Insurance**

Prior to commencing performance of the work hereunder, Contractor shall furnish to City a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- a. provide the name and policy number of each carrier and policy;
- b. state that the policy is currently in force; and
- c. promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

Contractor shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by City.

This requirement for carrying the foregoing insurance coverage shall not derogate from Contractor's defense, hold harmless and indemnification obligations as set forth in this Agreement. City or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. Contractor shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

**12. Independent Contractor**

Contractor is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of City. Contractor shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for Contractor and its officers, agents and employees and all business licenses, if any, in connection with the Project and/or the services to be performed hereunder.

**13. Conflict of Interest**

Contractor covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

**14. Termination**

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Contractor shall be entitled to receive and the City shall pay Contractor compensation for all services performed by Contractor prior to receipt of such notice of termination, subject to the following conditions:

a. As a condition of such payment, the Director may require Contractor to deliver to the City all work product completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Contractor consents the City's use thereof for such purposes as the City deems appropriate.

b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

**15. Exclusivity and Amendment**

This Agreement represents the complete and exclusive statement between the City and Contractor, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Contractor or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

**16. Assignment**

Inasmuch as to this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other Contractors retained by City.

**17. City Employees and Officials**

Contractor shall employ no City official nor any regular City employee in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement in violation of the applicable provisions of the California Government Code.

**18. Notices**

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to Contractor's agent (as designated in Section 1 hereinabove) or to City as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses below. City and Contractor may designate different addresses to which subsequent notices, certificates or other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U.S. certified U.S. certified mail-return receipt requested:

To City:

City of Huntington Beach  
Attn: Fire Chief  
2000 Main Street  
Huntington Beach, CA 92648

Contractor:

American Integrated Services, Inc.  
Attn: Joseph Reilly  
1502 E. Opp Street  
Wilmington, CA 90744

**19. Consent**

When City's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transactions or event.

**20. Modification**

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

**21. Section Headings**

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

**22. Interpretation of this Agreement**

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

**23. Duplicate Original**

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

**24. Immigration**

Contractor shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the United States Code regarding employment verification.

**25. Legal Services Subcontracting Prohibited**

Contractor and City agree that City is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. Contractor understands that pursuant to *Huntington Beach City Charter* Section 309, the City Attorney is the exclusive legal counsel for City;

and City shall not be liable for payment of any legal services expenses incurred by Contractor.

**26. Confidentiality**

Contractor recognizes that in the performance of its duties under this Agreement, it must conduct its activities in a manner designed to protect information of a sensitive nature from improper use or disclosure. Contractor warrants that it will use reasonable efforts consistent with practices customary in the facilities management industry in recruiting, training and supervising employees and in otherwise performing its duties hereunder in order to achieve this result. In the furtherance of this, Contractor agrees, at the request of the City, to require its employees to execute written undertakings to comply with the foregoing confidentiality provision.

**27. Discrimination**

Contractor shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities. Contractor affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

**28. Jurisdiction – Venue**

This Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be government and construed in accordance with the laws of the State of California. This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

**29. Professional Licenses**

Contractor shall, through the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Huntington Beach and all other governmental agencies. Contractor shall notify the City immediately and in writing of her inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

**30. Attorney's Fees**

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the non-prevailing party.

**31. Survival**

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

**32. Governing Law**

This Agreement shall be governed and construed in accordance with the laws of the State of California.

**33. Signatories**

Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

**34. Entirety**

(a) The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement warranty, fact or circumstance not expressly set forth in this Agreement.

(b) All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

**35. Effective Date**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers. This Agreement shall be effective on the date of its approval by the Mayor. This Agreement shall expire when terminated as provided herein.

CONTRACTOR  
AMERICAN INTEGRATED SERVICES, INC.

CITY OF HUNTINGTON BEACH, a  
municipal corporation of the State of  
California

By: \_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Print name

ITS: (*circle one*) Chairman/President/  
Vice President

\_\_\_\_\_  
City Clerk

**AND**

By: \_\_\_\_\_


INITIATED AND APPROVED:

\_\_\_\_\_  
Print name

ITS: (*circle one*) Secretary/Chief Financial  
Officer/Asst. Secretary-Treasurer

  
\_\_\_\_\_  
Fire Chief

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney 

REVIEWED AND APPROVED:


\_\_\_\_\_  
City Manager

35. Effective Date

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers. This Agreement shall be effective on the date of its approval by the Mayor. This Agreement shall expire when terminated as provided herein.

CONTRACTOR  
AMERICAN INTEGRATED SERVICES, INC.


CITY OF HUNTINGTON BEACH, a  
municipal corporation of the State of  
California

By:   
\_\_\_\_\_  
P. David Herrera

\_\_\_\_\_  
Mayor


Print name  
ITS: (circle one) Chairman/President  
Vice President

\_\_\_\_\_  
City Clerk

**AND**  
By:   
\_\_\_\_\_  
Print name


INITIATED AND APPROVED:

ITS: (circle one) Secretary Chief Financial  
Officer/Asst. Secretary-Treasurer

  
\_\_\_\_\_  
Fire Chief

John Georgagi

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

REVIEWED AND APPROVED:

\_\_\_\_\_  
City Manager

**EXHIBIT "A"**

- A. STATEMENT OF WORK: (Narrative of work to be performed)

**See attached Exhibit A.**

- B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:

SEE ATTACHED EXHIBIT A

- C. CITY'S DUTIES AND RESPONSIBILITIES:

- D. WORK PROGRAM/PROJECT SCHEDULE:

# EXHIBIT A

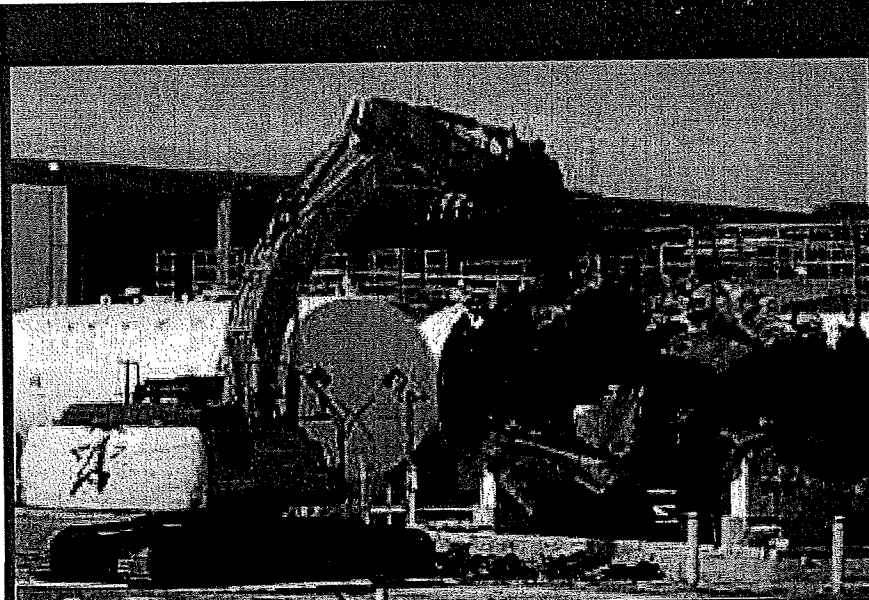
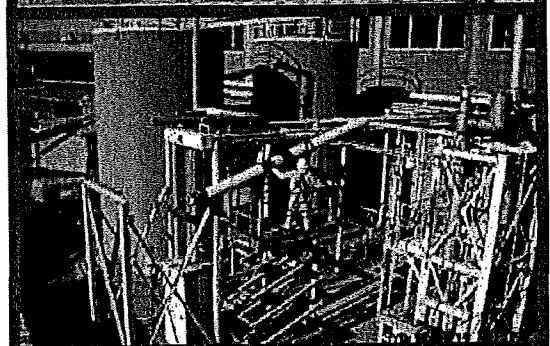
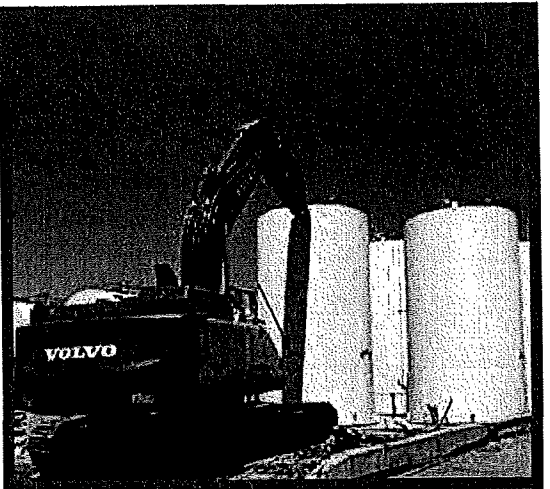
**AIS Proposal #4301580**



*Response to*  
**Miley Keck Tank Farm Lease Closure**  
**RFP #23-0915-2**

*Presented to*  
**Jennifer Anderson**  
**City of Huntington Beach**

*September 15, 2023*



**American Integrated Services, Inc.**

1502 E. Opp Street  
Wilmington, CA 90744  
888-423-6060

[www.americanintegrated.com](http://www.americanintegrated.com)

**REMEDICATION · DEMOLITION · CONSTRUCTION · TRANSPORTATION · EMERGENCY RESPONSE**

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### Attachments

Attachment 1 – Schedule

Attachment 2 - Truck Route Map

Attachment 3 – Color Illustrated Project Tasks

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## 1.0 Introduction

American Integrated Services, Inc. (AIS) appreciates the opportunity to provide the City of Huntington Beach with our proposal for the Miley Keck Tank Farm Lease Closure.

American Integrated Services, Inc. (AIS) is a full-service, minority owned environmental services company specializing in environmental construction and remediation, industrial demolition and abatement, waste management and specialty transportation services, industrial cleaning services and 24/7 emergency response. Founded in 1998, with annual revenues exceeding \$190M, AIS is recognized as an industry leader in providing turn-key environmental services, ranking in the top 20 of Engineering News-Record's (ENR) "All Environmental Firms" for the last five years.

AIS has six office locations and equipment yards stationed strategically throughout California and one Gulf Coast location (Houston, TX). AIS employs a staff of over 400 employees including a large field staff consisting of heavy equipment operators and environmental technicians, construction, abatement and demolition specialists, emergency response and confined space trained rescue crews, and hazardous waste certified drivers. Our in-house waste management specialists have extensive experience managing a variety of waste streams including both solid and liquid, non-hazardous, regulated wastes, RCRA hazardous land-banned/incinerator materials and TSCA wastes.

All field personnel are trained in accordance with 29 CFR 1910.120 and State of California Title 8 for hazardous waste workers. In addition, the majority of our staff are confined space trained and trench/excavation certified per OSHA requirements. Our staff also receives additional specialty training throughout the year, including confined space, asbestos and lead training.

AIS owns over \$45 million dollars in equipment and assets including excavators, loaders, dozers, backhoes, bob cats, shoring hammers and equipment, scissor lifts, gear trucks, multiple supervisor and support vehicles, hazardous certified transportation vehicles (vacuum trucks, roll-off trucks, bob-tails, ten wheelers, drum trucks, flat beds, end dumps) and over 400 hazardous certified and specialized roll-off bins, emergency response trailers and emergency response vehicles.

American Integrated's highly trained and experienced staff combined with our extensive list of company owned equipment, make it possible for AIS to provide safe, high quality and cost-effective services without reliance on subcontractors or 3rd party assistance.

## 2.0 Project Understanding

The City of Huntington Beach (City) has elected to cease operations of three (3) City owned and operated oil wells and associated facilities. The Miley Keck Tank Farm is one of the facilities designated for decommissioning. AIS is providing the following scope of work and planning details to ensure the City that we have a thorough understanding of the project requirements and we will safely perform all aspects of the MKTF decommissioning with the highest degree of competency, with sensitivity to the impact the

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project will have on the neighbors surrounding the MKTF and with deliberate and consistent care to protect the environment, the public, our employees and all adjacent facilities from injury or harm. AIS will install protective measures wherever necessary and will make all decisions with safety & protection as the primary considerations.

Should AIS be awarded the contract to decommission the Miley Keck Tank Farm with a Notice to Proceed and a signed contract, AIS would immediately start the Project Set-up Procedure and begin the process of assigning responsibilities for required duties such as making the proper notifications, obtaining the required permits, etc. Typically, there is an approximately two-week delay between receiving the contract and Notice to Proceed before the team would mobilize to the site to perform site tasks. This is to ensure all notifications and permits are in-hand before starting site work, including 811 (Dig Alert) Notification and that a Safe Work Plan and a Project Health & Safety Plan are prepared and reviewed with the Team. Individual task Activity Hazard Analysis (AHA) or Job Hazard Analysis forms will be completed with the representative teams for this project.

**NOTE:** AIS did contact the City Fire Department for the purpose of asking about permits and notification requirements for the project and was made aware that the Fire Department representative will be the City representative for this project and AIS would coordinate with the Fire Department early in the process to ensure the neighbors and adjacent facilities are properly notified of the tank cleaning & removal schedule and then confirm that the tanks are sufficiently clean following pressure-washing to demolish and remove to the recycler's facility.

AIS anticipates an Industrial Cleaning/Tank Cleaning Team to mobilize first and perform all equipment/pipes fluids draining & collection and the pumping of oily water remaining in Tank #4 and remaining crude oil in Tank #3 into various vacuum trucks for transport to the designated disposal facility (Crosby & Overton or World Oil), or crude oil broker facility (Plains Marketing, LP or other), respectively. Secondly, the AIS Demolition Team will mobilize to the site once all draining, pumping and cleaning has been completed and all remaining equipment, pipes, clarifiers, components and tanks are prepared for mechanical demolition performed using an excavator and hydraulic shear to cut and segment the steel into sizes/configurations acceptable to the designated scrap metal recycler (Ecology Recycling or other). The scrap metal will be collected into piles and once a truckload of scrap is anticipated to be collected, a scrap metal dispatcher will be called to supply an empty truck.

Following is a sequence of activities in bullet form for easier reading.

- City of HB awards Contract and Notice-to-Proceed to AIS – The AIS Schedule, included with this Proposal, demonstrates that if the City awarded the contract and Notice-to-Proceed on 9/26/2023 (for example), AIS would mobilize on October 16, 2023, to commence site activities. The time before mobilization would be spent performing the following two bullet points.
- AIS Team begins making required notifications to the Fire Department/City Representative for the project, AQMD, and procuring required permits (i.e., Demolition Permit) and call 811 (Dig Alert)

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to ensure utilities in the work areas are identified/marked a minimum of three (3) days in advance of any underground disturbance on site and required project certificate of insurance.

- AIS Team drafts Project Safe Work Plan and Site-Specific Health & Safety Plan, etc. Procure water meter from City of HB connect to a fire hydrant near the site to supply water to project for tank/equipment cleaning applications and dust suppression needs. Order required equipment and materials for delivery to the site.
  - Upon mobilizing to the site on the first day of site work, a Project meeting will be held to discuss the Safe Work Plan, the Project Health & Safety Plan, the hospital route in case of emergency, the job rules and required safety personal protective equipment. An Evacuation Assembly Point for the Project will be established and shared with the Team. Stop Work Authority will be held by all and the procedure for returning to work after a stoppage will be discussed. The truck route established for this project, to minimize the impact on the neighborhood, will be identified in the field by placing signs at the designated street corners (Huntington St & Garfield St.) directing trucks from the MKTF demo project to follow the established route. The Truck Route Map is attached for review.
  - A Google Earth Photo of the MKTF is included to complement these bulleted tasks and it identifies the various tasks required on the project with color-coded blurbs to accompany the color-highlighted work task areas. This Google Earth Photo also shows the intended locations to have the 2,000-gallon water truck stationed to supply wash/dust suppression water for the project and the location where AIS intends to load out the steel and/or CMU/concrete into end dump trucks/trailers. The water truck can be moved easily if access to the back parking lot is needed. The truckload evolution typically takes 15-20 minutes per event. AIS anticipated 3-5 events per day during the demolition phase.
  - Required equipment is received on site for the tank draining and decon phase:
    - 5-member AIS team – 1 Superintendent, 1 Equipment Operator & 3 Technicians
    - 1 certified electrician to verify the MKTF is electrically isolated or perform LOTO and de-energize prior to AIS technicians performing any tasks on equipment.
    - AIS 90 BBL or 120 BBL vacuum truck
    - 46' articulating boom lift w/ full body harnesses
    - Trailer-mounted pressure washer/steam cleaner
    - 125 CFM Air Compressor
    - Coppus blower & air hoses
    - 60# Rivet buster & chisels
    - 2,000-gallon water truck
    - 2 – AIS trucks with equipment trailer and all equipment/heat stress prevention materials
    - 4-Gas Detector and all PPE & safety supplies
    - 1 Portable toilet facility with hand sink & drip tray
  - AIS will start draining equipment pumps/equipment of fluids, collect and containerize for disposal.
  - AIS will use the boom lift to access the roofs of the tanks to remove manway covers to inspect tanks. It is assumed that Tanks 1 & 2 are empty of product or wash liquids. Tank #3 is assumed to have approximately 2' of crude oil in the bottom of the tank. The estimated volume of crude oil is
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960 gallons. Tank #4 is assumed to be  $\frac{3}{4}$  full of oily wastewater. The estimated volume of wastewater in Tank #4 is 6,100 gallons. Samples will be taken and analyzed to ensure the crude oil and/or the oily water is acceptable to the waste facility and/or crude oil broker designated.

- AIS vacuum truck will pump the oily water from Tank #4 and transport for disposal. An interior tank cleaning of the vacuum truck will occur once oily wastewater is completely removed and disposed.
  - AIS Vacuum Tanker will then drain the remaining crude oil from Tank #3 and transport it to the crude oil broker purchasing the crude oil. Again, the interior tank will be cleaned following the emptying of the crude oil.
  - Once tanks are drained, a coppus blower will be attached to a vent location on the top of each empty tank and connected to a 125CFM air compressor via air hoses with tethers to prevent whipping of hoses should a connection between hoses works itself free.
  - The compressor when turned on to the coppus blower creates a venturi effect that will pull/vent the stale and potentially explosive vapors/air from each tank. Each tank will be independently checked for explosive vapors before performing any work by introducing a 4-gas meter collection tube into the interior tank space and measure the air at the tank bottom, middle and top ranges to identify the presence of flammable vapors. If flammable vapors are detected at less than 10% concentration work can proceed. If flammable vapors are detected above 10% concentration, the coppus blower will continue to vent the vapors. Continue this process until each and every tank is less than 10% concentration for flammable vapors before initiating the demolition process.
  - Once flammable concentration in a particular tank is achieved the tank will be accessed by using a rivet buster connected to the air compressor, to press against the side of the tank and press hard as the chisel head on the rivet buster plunges a crease through the steel. Once the crease/opening has been started, the rivet buster will cut open the tank sufficiently for a person to easily enter/exit the tank but at a height that will not allow residual sludge in the tank bottom from spilling out.
  - Once an access port has been created, use the 4-gas meter to check flammable vapors range. Ensure the level is less than 10% before entering the tank.
  - Enter the tank to remove sludge by shoveling waste into 55-gallon drums for disposal.
  - Once sludge has been shoveled from tank floor, use the pressure washer to clean residual product free of tank interior walls, ceiling and floor and collect wash water into totes or pump directly into AIS vac truck for transport & disposal. Complete the process until all tanks are clean.
  - Have cleaned tanks inspected by fire dept. rep. and once blessed as clean, demo will begin.
  - After all industrial cleaning functions are completed, the industrial cleaning team will demobilize and the demollition team will mobilize.
  - Demolition Team mobilization includes:
    - 1 AIS Superintendent, 1- Equipment Operator & 2 Technicians
    - 75k Excavator
    - Hydraulic Shear
    - Skidsteer
    - Hydraulic Breaker
-

- 
- 2 AIS Trucks with equipment trailers/tools/materials
  - The demo team on site will review all plans and AHAs/JHAs and walk the site to become familiar with any existing hazards.
  - The demo team will address removal of the pipe that runs above ground along the north property line to the street at Huntington St. The pipe will be drained at the low spot and liquids collected & containerized for disposal.
  - The pump house, pump and accessories will be demolished by shearing the steel into acceptable lengths/sizes for acceptance to scrap metal facility. Metal will be stockpiled until enough to fill an end-dump truck is generated and then the truck will be called, loaded & released. Weight tickets from each scrap load will be generated. AIS has estimated \$14,625.00 in reduction to this cost estimate based on the scrap metal recovery anticipated between the tanks, pumps, pumphouse, piping, conduit, electrical panels, etc.
  - To access the tanks for demolition, the short CMU secondary containment wall will be removed along the north side using a hydraulic breaker on the excavator. Concrete rubble will be moved out of the way, to be combined with remaining CMU wall waste later.
  - Due to small space available the tanks will be demolished starting with Tank #1 and it will be sheared down and cut up to load into scrap metal recycle truck in-place as much as possible. The piping and accessories will be cut like kindling with the shear and staged for loadout in scrap truck.
  - Continue process of shearing down Tank #2, Tank #3 and Tank #4 along with all appurtenances and auxiliary equipment and components.
  - Once all tanks and metal within the secondary containment have been sheared and loaded out into scrap recovery trucks, the remaining east, south and west sections of the CMU wall will be broken and removed using the hydraulic breaker on the excavator.
  - The gravel layer covering the secondary containment wall will be scraped up and collected for loadout to the disposal facility. Sampling for acceptance will have been done before shipping waste to disposal facility.
  - The crude oil delivery pipe from the Civic Center wells will be capped at the NW corner of the MKTF by others but AIS will saw cut the concrete covering the pipe from the NW corner of the site to the secondary containment and Tank #2 on the site. The delivery pipe will be drained and added to the scrap metal pile.
  - Concrete will be poured to restore the pipeline to grade. Rebar and wire mesh will be used and the concrete will be doweled into existing concrete for added strength.
  - The RFP states that the gravel layer shall be removed to hard scape and then backfilled with clean soil and compacted. AIS included a price for that task but it seems that a hardscape surface would be better than a soil fill.
  - AIS will broom sweep and pressure wash the surface of the site prior to departing/demobilizing.
  - Demobilize all personnel, equipment and materials, including street signs, etc.
  - Close out any/all permits.
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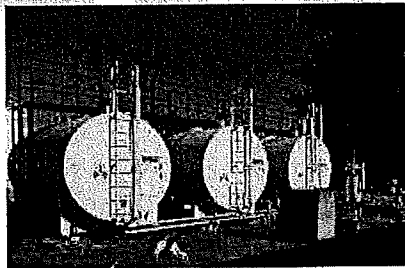
### 3.0 Qualifications and Experience for Similar Projects

AIS has extensive experience decontaminating and demolishing both above and below ground storage tanks, pumps and ancillary equipment. We have held a master agreement with the City of Los Angeles Department of Water & Power to provide the City with testing, removal, transportation, recycling, treatment and disposal of hazardous and industrial solid and liquid waste services since 2011. AIS has won the competition for this work three times and is under contract to perform these services through July of 2024. During this time, AIS has successfully decontaminated/demolished numerous above and below ground storage tanks, including four aboveground tanks at the Scattergood tank farm. In 2015, AIS completed the tank and fuel line decontamination and demolition project for NRG at the Encina station, a project valued at over \$9 million, which included the cleaning and demolition of six ASTs and associated piping; and excavation, transportation and disposal of approximately 30,000 tons of hydrocarbon impacted soil substrate from the tank bottoms. AIS performed a similarly complex tank removal/soil remediation project at the Kiewit Shea Desalination plant in Carlsbad, located on the NRG – Encina property in 2014.

#### 3.1 Public Projects

##### *Joint Base Lewis-McChord Tank Farm Decontamination / Demolition Tacoma, WA*

- Managed removal, cleaning, transportation and recycling of 50 ASTs, ranging in size from 300 – 25,000 gallons.
- Project tasks included tank disconnection, emptying of tanks, cleaning of tanks, tank removal, recycling for scrap steel, After Action Report.
- All scrap metal sent for reuse/recycling.



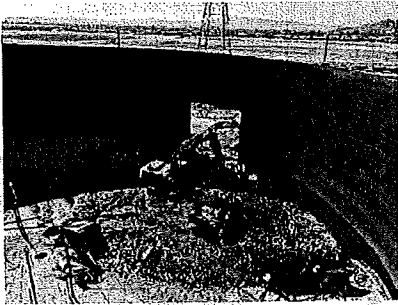
Value: \$206,000  
Completed: 10/2018

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***Valley Generating Station - Tank Cleaning and Demolition***

***Playa del Rey, CA***

- Cleaning/Dismantling of two tanks – 160' diameter x 48' high
- Decontaminated and demolished 2,069 LF of piping associated with the tanks.
- Removal of approximately 7,300 barrels #6 fuel oil.
- Asbestos abatement of floating roof paint, perimeter roof seals, vertical gaskets and support poles.

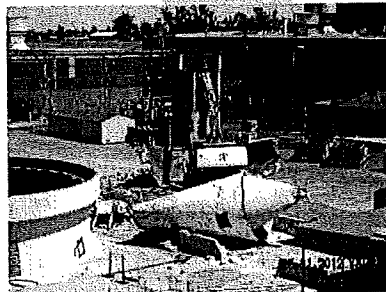
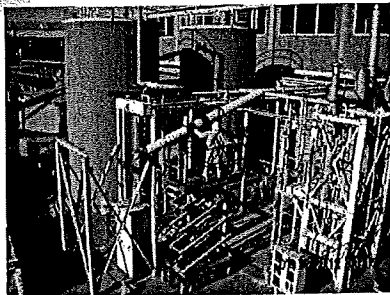


**Value: \$846k**  
**Completed: 06/2017**

***Riverbank Army Ammunition Plant Decommissioning***

***Riverbank, CA***

- Closure of 23 permitted hazardous waste management units which included decontamination, demolition, recycling, excavation, transportation, disposal, and stormwater management.
- Worksite near industrial tenants, requiring strict coordination and management of work schedule and traffic patterns on shared roadways.
- Excavation of impacted concrete and excavation (7' BGS) of soil impacted with hexavalent chromium, cadmium and other Title 22 metals.
- Comply with USACE Three-Phase Quality Control Process as detailed in USACE ER-1180-1-6.
- Work conducted under oversight of the US Army Corps of Engineers and the San Joaquin Valley Air Pollution Control Board, with zero dust tolerance.



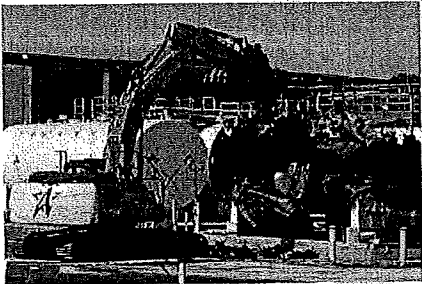
**Value: \$3.2M**  
**Completed: 01/2016**

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### 3.2 Private / Other Work Experience

#### Univar Tank Farm – San Jose, CA *Tank Farm Decontamination / Demolition*

- Decontamination of chemical tank interiors are process lines.
- Demolition and transportation/recycling of 35 ASTs.
- Construction of ramp over containment walls to allow travel from tank to tank, preserving the integrity of the perimeter containment wall of tank farm.

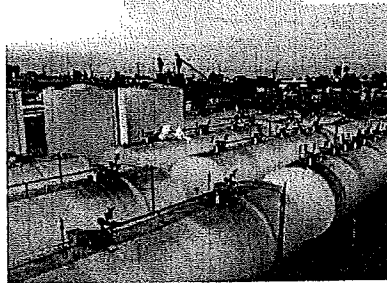


Value: \$248,300  
Completed: 06/2021

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#### Univar Tank Farm – Santa Fe Springs, CA *Tank Farm Decontamination / Demolition*

- Decontamination of chemical tank interiors are process lines using confined space protocols.
- Demolition and transportation/recycling of 27 ASTs.
- Construction of ramp over containment walls to allow travel from tank to tank, preserving the integrity of the perimeter containment wall of tank farm.



Value: \$164,659  
Completed: 08/2020

**4.0 Price**

**PRICING SHEET**

A Bid Sheet and Response shall be submitted with your bid package in the format below. By submitting a bid, the Bidder is accepting the terms and conditions contained in this solicitation. The Bidder hereby proposes and agrees to furnish all labor, materials, travel, and equipment, to perform all work described herein, and such addenda thereto as may be issued prior to the submission deadline. The Bidder is required to bid on each item. Failure to indicate a dollar amount for any item may be grounds to reject the bid. A zero-dollar (\$0.00) amount listed for any item will be interpreted and understood by the City to mean that the Bidder is indicating a zero-dollar (\$0.00) amount and will perform any such services indicated at no cost to the City. In the event of a computational error, individual line-item prices will prevail over extended totals. The City will check bid calculations and recalculate bid totals. The net cost is calculated by subtracting the salvage value from the total cost. The total net sum is calculated by adding the total of all net costs.

Project Manager Title: Sr. Project Manager

Operator	Lease	Well	API	Total Cost, \$	Salvage Value, \$	Net Cost, \$
City of HB	MKTF	Removal of Facilities	N/A	\$178,663.21	\$15,458.00	\$163,791.67
City of HB	MKTF	Lease Restoration	N/A	\$26,140.16	N/A	\$26,140.16
<b>TOTAL</b>						<b>\$189,931.83</b>

The award will be determined based upon the lowest Total Net Sum bid for all work after incentives and preferences have been applied.

Printed Name: Joseph L. Reilly

Title: Sr. Project Manager

Signature: Joseph L. Reilly

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## 5.0 References

Mosaic Co.  
Todd Best  
306-527-1921  
[Todd.best@mosalcco.com](mailto:Todd.best@mosalcco.com)

### Demolition of Steel Tank

California Steel Industries  
JR Rivers  
909-350-6300  
[John.rivers@americanintegrated.com](mailto:John.rivers@americanintegrated.com)

6.0 AIS Contractors License

CONTRACTORS  
STATE LICENSE BOARD  
ACTIVE LICENSE



License Number: **757133** Entity: **CORP**

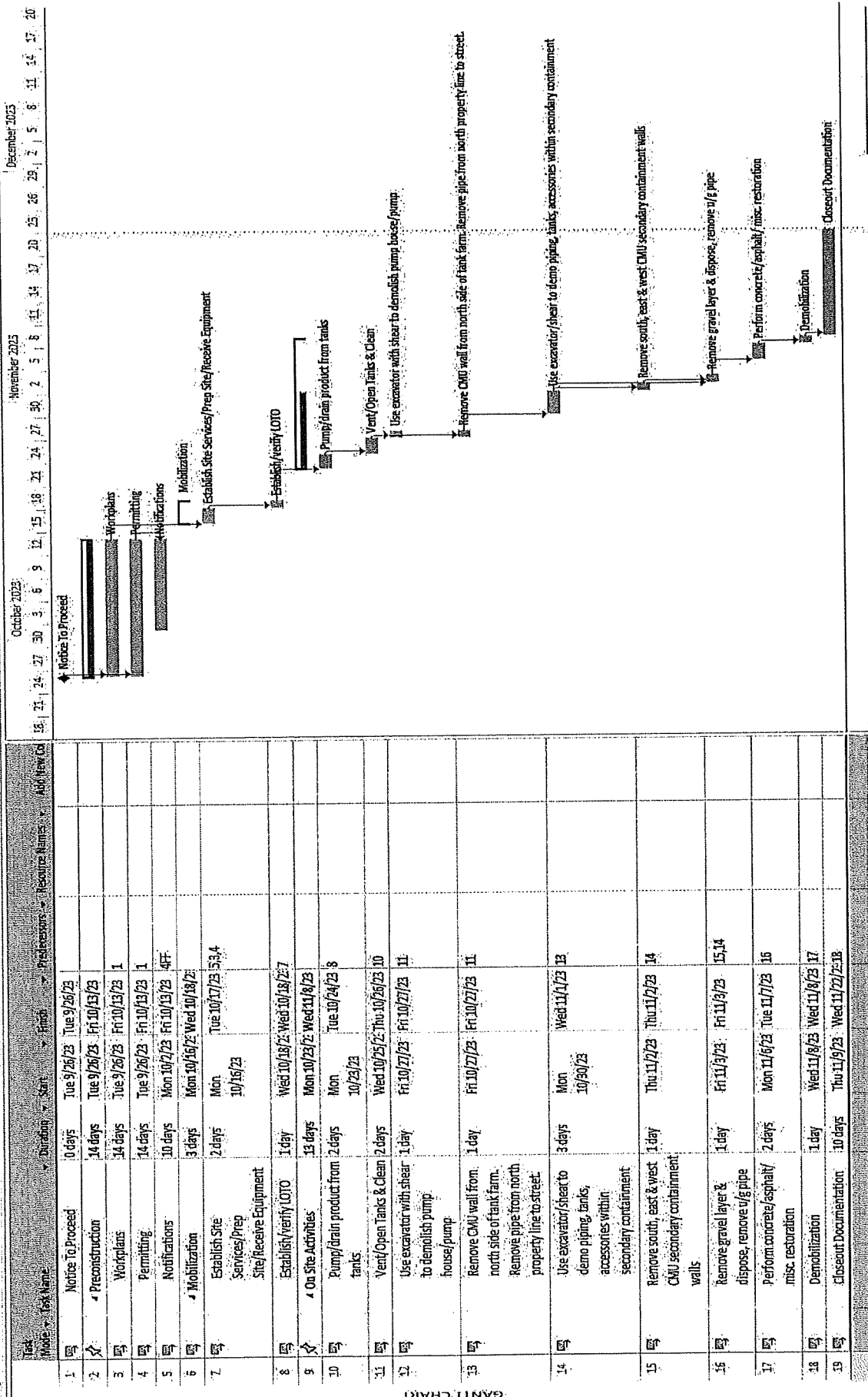
Business Name: **AMERICAN INTEGRATED SERVICES  
INC**

Classification(s): **A HAZ C21 B C10 C42 C22**

Expiration Date: **12/31/2024** [www.cslb.ca.gov](http://www.cslb.ca.gov)

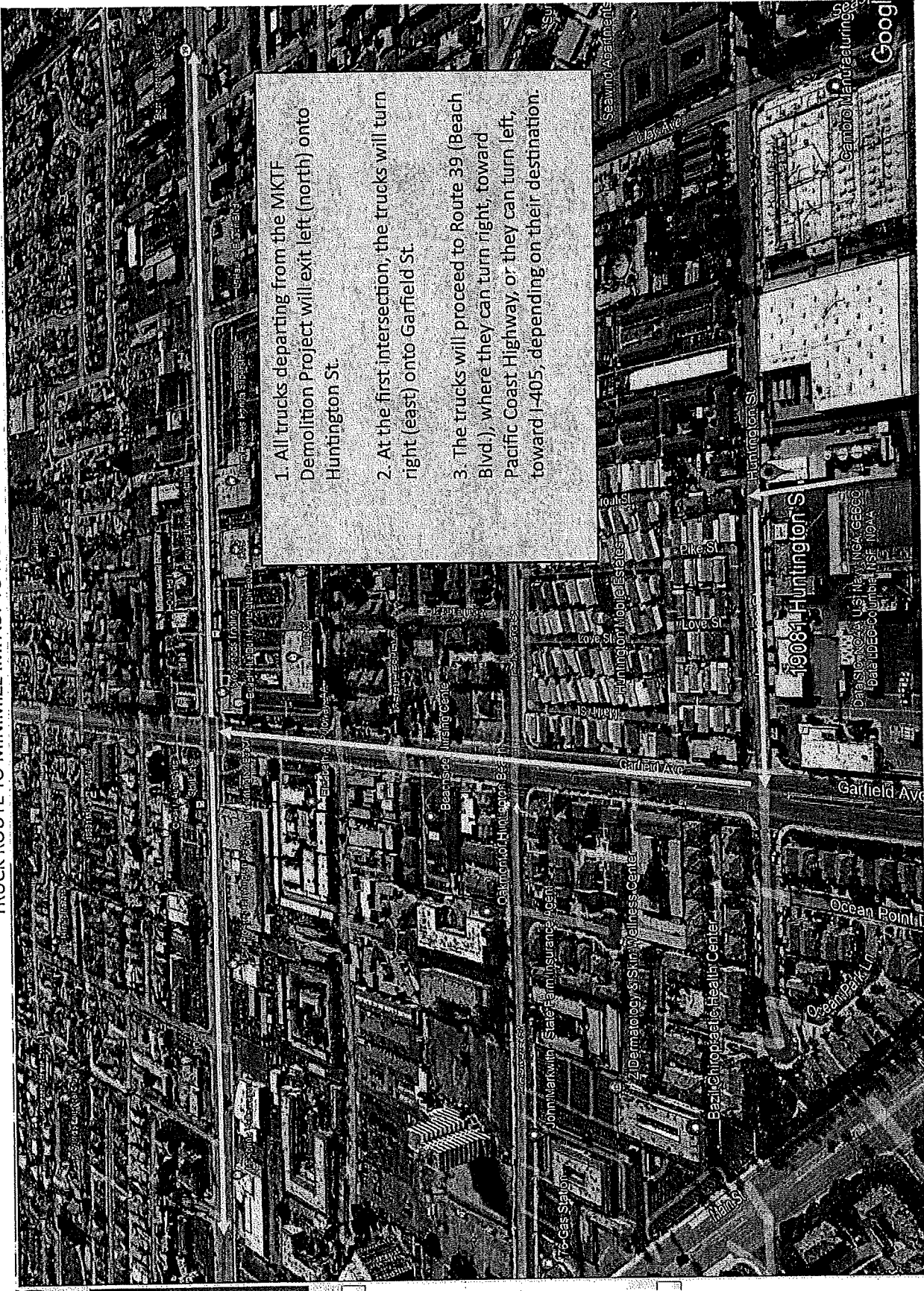


# Miley Keck Tank Farm Lease Closure Schedule




GANNT CHART

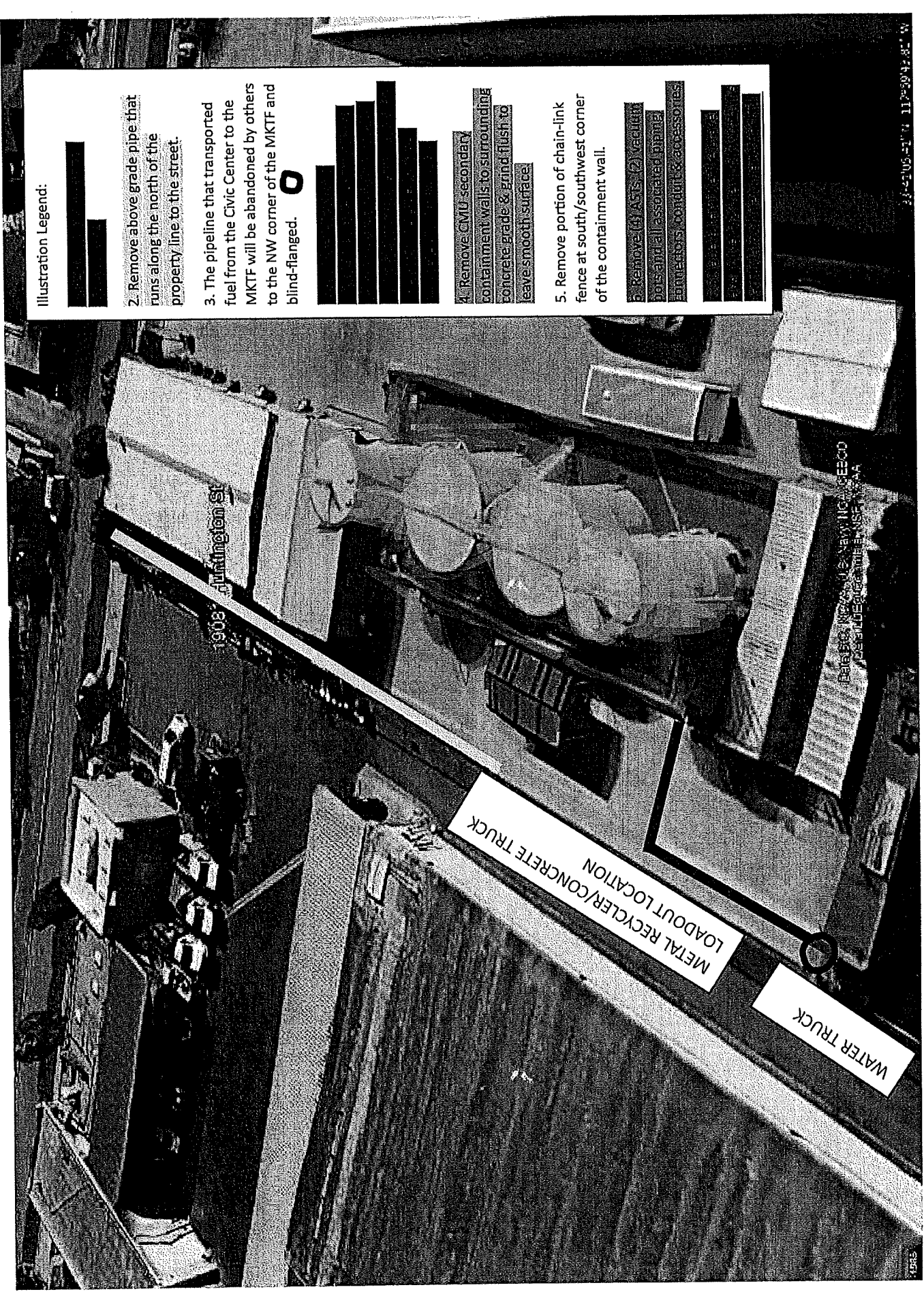
TRUCK ROUTE TO MINIMIZE IMPACT TO HUNTINGTON ST. COMMUNITY



1. All trucks departing from the MKTF Demolition Project will exit left (north) onto Huntington St.
2. At the first intersection, the trucks will turn right (east) onto Garfield St.
3. The trucks will proceed to Route 39 (Beach Blvd.), where they can turn right, toward Pacific Coast Highway, or they can turn left, toward I-405, depending on their destination.

Illustration Legend:

- 1. [Redacted]
- 2. Remove above grade pipe that runs along the north of the property line to the street.
- 3. The pipeline that transported fuel from the Civic Center to the MKTF will be abandoned by others to the NW corner of the MKTF and blind-flanged. 
- 4. Remove CMU secondary containment walls to surrounding concrete grade & grind/finish to leave smooth surface.
- 5. Remove portion of chain-link fence at south/southwest corner of the containment wall.
- 6. Remove 4" VENTS, 2" VENTURI PIPES and all associated piping, accessories, conduits & accessories.



## EXHIBIT "B"

### Payment Schedule (Hourly Payment)

#### A. Hourly Rate

CONSULTANT'S fees for such services shall be based upon the following hourly rate and cost schedule:

Operator	Lease	Well	API	Total Cost, \$	Salvage Value, \$	Net Cost, \$
City of HB	MKTF	Removal of Facilities	N/A	\$178,663.21	\$15,458.00	\$163,791.67
City of HB	MKTF	Lease Restoration	N/A	\$26,140.16	N/A	\$26,140.16
<b>TOTAL</b>						<b>\$189,931.83</b>

B. Travel Charges for time during travel are not reimbursable.

#### C. Billing

1. All billing shall be done monthly in fifteen (15) minute increments and matched to an appropriate breakdown of the time that was taken to perform that work and who performed it.
2. Each month's bill should include a total to date. That total should provide, at a glance, the total fees and costs incurred to date for the project.
3. A copy of memoranda, letters, reports, calculations and other documentation prepared by CONSULTANT may be required to be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.
4. CONSULTANT shall submit to CITY an invoice for each monthly payment due. Such invoice shall:
  - A) Reference this Agreement;
  - B) Describe the services performed;
  - C) Show the total amount of the payment due;
  - D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
  - E) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks

in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in **Exhibit "A"** may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.

5. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.



# INSURANCE AND INDEMNIFICATION WAIVER MODIFICATION REQUEST

1. Requested by: Risk Management
2. Date: December 18, 2023
3. Name of contractor/permittee: American Integrated Services, Inc.
4. Description of work to be performed: Decontamination/Demolition of Miley Keck Tank Farm Lease
5. Value and length of contract: \$189,932 (2) month schedule
6. Waiver/modification request: \$10,000 Deductible for General Liability
7. Reason for request and why it should be granted: City allows a \$5,000 maximum deductible for General Liability. Please see attached financial statements.
8. Identify the risks to the City in approving this waiver/modification: Low

12 20 23

Department Head Signature

Date:

### APPROVALS

Approvals must be obtained in the order listed on this form. Two approvals are required for a request to be granted. Approval from the City Administrator's Office is only required if Risk Management and the City Attorney's Office disagree.

#### 1. Risk Management

Approved  Denied

Signature

12-18-23

Date

#### 2. City Attorney's Office

Approved  Denied

Signature

12-22-23

Date

#### 3. City Manager's Office

Approved  Denied

\_\_\_\_\_

Signature

Date

If approved, the completed waiver/modification request is to be submitted to the City Attorney's Office along with the contract for approval. Once the contract has been approved, this form is to be filed with the Risk Management Division of Human Resources

RISK Mgt-DEC21'23 PM 3:24

## Waiver Procedure

To request a waiver, indicate here  and provide a brief description ( 1 – 2 sentences) of the proposed work/project, its dollar value (if not a specific dollar amount, use an average, annual estimate or non-profit) and projected timeframe (per job or as-needed basis).  
For substantial dollar deductible/SIR amounts, a financial statement is required (Balance Sheet, Budget Reports, Dun & Bradstreet Report, etc.).

Waiver Requested: Deductible limit. Our policy is written with a \$10,000 deductible.

Encroachment Permit  Private Property Work Permit  Consultant Services

Other: Construction Contractor

Proposed Work: Decontamination/Demolition of Miley Keck Tank Farm Lease

Dollar Value: \$189,932

Projected Timeframe: 2 month schedule

**Balance Sheet**

Period 11 At November 2023

**Assets****Current Assets**

*CASH ACCOUNTS	\$0.00
SBA Account (5000)	399,847.42
Cash in Bank - UB-8707	0.00
***Startup Checking	0.00
Cash in Bank - ABB-3600	4,410,294.77
Employee Trust Account - UB-22	0.00
Oppenheimer Cash Mgmt Account	9,463,696.54
Oppenheimer Cash Mgmt 2	1,233,729.62
Money Market-UB-9571	0.00
Money Market-ABB	2,364.44
AIS - Citizens Bank	2,353,351.94
Petty Cash (Cecilia) - ABB - 8101	(20,326.03)
Petty Cash - UB-8561	0.00
Petty Cash (Ed Wardle)	0.00
Petty Cash (Larry Hartzel)	0.00
Petty Cash (Mark Acosta)	0.00
PC-Ed Wardle-ABB 3500	9,847.41
PC-LARRY H.-ABB 2429	6,161.14
PC-LOUISIANA 8686	1,675.04
Gulf Coast - PC Amegy	44,003.81
Cecilia - PC New	(4,575.60)
PC Cecilia - 8901	44,362.54
Rapid Pay Cards (GCD) - 3124	33,860.66
PC - Jennifer 2105	10,912.88
Rapid Pay Cards (AIS) - 2238	85,139.48
Clearing	0.00
*CURRENT ASSETS	0.00
Account Receivables	29,299,617.91
***Startup AR	0.00
Service Receivables	25,527,801.23
***Startup SR	0.00
Unbilled Receivable	0.00
Other Receivable	79,256.00
Notes Receivables	0.00
Returned Checks/Fraud Checks	0.00
Allowance for Doubt Account	(1,135,778.24)

Balance Sheet

12/11/23

Continued...

Due From	374,566.75	
Cost in Excess of Billings	7,018,348.95	
Inventory	0.00	
***Startup Inventory	0.00	
Prepaid Insurance	3,279,247.35	
Prepaid Expenses	558,712.84	
Prepaid Fuel	0.00	
Prepaid Federal Taxes	0.00	
Prepaid State Taxes	231,003.00	
<b>Total Current Assets:</b>		<b>\$83,307,121.85</b>

**WIP Assets**

*WORK IN PROCESS	0.00	
WIP - Costs	0.00	
<b>Total WIP Assets:</b>		<b>0.00</b>

**Long Term Assets**

*FIXED ASSETS	0.00	
Investments	0.00	
Right of Use (ROU) Asset	0.00	
Equip Module Asset	0.00	
Equipment & Machinery	31,536,316.24	
Trucks & Autos	5,914,199.96	
Office Equipment	144,643.40	
Furniture and Fixture	65,521.60	
Computers	397,495.43	
Leasehold Improvements	472,203.80	
Building	0.00	
Land	0.00	
Fixed Assets - Gulf	0.00	
Fixed Assets - Gulf Region	6,941,108.53	
Organizational Cost	0.00	
<b>Total Long Term Assets:</b>	<b>45,471,488.96</b>	

**Accumulated Depreciation**

*ACCUM DEPREC	0.00	
Equipment Accum Deprec	0.00	
Accum Deprec -M&E	(26,740,410.14)	
Accum Deprec- Trucks & Auto	(5,159,127.29)	
Accum Deprec- Office Equipment	(28,859.34)	
Accum Deprec- F&F	(49,096.13)	
Accum Deprec- Computers	(391,259.11)	
Accum Amort - Leasehold Imp.	(514,315.81)	

Balance Sheet

12/11/23

Continued...

Org Cost Amortization	0.00	
<b>Total Accumulated Depreciation:</b>	<u>(32,883,067.82)</u>	
<b>Net Long Term Assets:</b>		<b>12,588,421.14</b>

**Other Assets**

*OTHER ASSETS	0.00	
Deposits	271,485.09	
Equipment Clearing	0.00	
Receivable from PDHInvictus	1,829,964.23	
Goodwill	408,750.00	
Accumulated Amortization - Goodwill	(97,500.00)	
AIS-TN&A JV-Investment	0.00	
AIS/TN&A JV-Distribution	0.00	
Prepaid Income Tax - FTB	0.00	
Allowance for Bad Debt (LT AR)	(700,000.00)	
Suspense	76,294.43	
Right of Use (ROU) Asset	196,121.00	
<b>Total Other Assets:</b>		<u><b>1,985,114.75</b></u>
<b>Total Assets:</b>		<u><u><b>\$97,880,657.74</b></u></u>

**Liabilities**

**Current Liabilities**

*CURRENT LIABILITIES	0.00
Accounts Payable	4,997,307.33
*Startup AP	0.00
Accrued Accounts Payable	87,093.79
Notes Payable	419,096.35
Notes Payable (Leases)	0.00
Notes Payable (Cap Leases)	13,386.33
ST Lease Liability	65,233.00
Due to Officers-DH	0.00
Customer Deposits	89,770.63
Sales Tax Payable	0.00
Use Tax Payable	1,644.73
State Income Taxes Payable	144,499.58
Billings in Excess of Costs	3,003,352.97
Wages Payable	0.00
FIT Withholding	0.00
Medicare Payable	0.02
FICA Payable	(0.01)
FUTA Payable	0.00

Balance Sheet

12/11/23

Continued...

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SIT Withholding-CA	0.00	
SIT Withholdings	0.00	
SUI/ETT Payable	0.00	
SUI/ETT Payable	119.86	
SDI Payable	(3.06)	
Health/Dental Benefits Payable	14,907.25	
Benefits Payable (by Employee)	0.00	
401k Withheld	42,431.58	
401K Loan Payments	11,608.39	
Garnishments Payable	(3,125.05)	
Worker's Comp Payable	527,183.50	
Commissions Payable	0.00	
Commissions Payable	0.00	
Other Payables	104,423.68	
Due To	18,410.50	
Scrap Proceeds Due	35,874.05	
Vacation Dues	13,147.06	
Unapplied Cash	4,763.88	
Deferred tax - current	583,000.00	
Deferred tax - long term	(297,622.00)	
Accrued payroll	0.00	
Accrued P/R Taxes	0.00	
Accrued 401K Profit Sharing	626,814.64	
Accrued Payroll Liabilities	0.00	
Accrued Vacation Payable	962,117.17	
Accrued Sick Pay	0.00	
Bonus Accrual	0.00	
Accrued Expenses	884,583.37	
Accrued Insurance	0.00	
Accrued Interest	0.00	
CitiBank	0.00	
AMEX Business Management	0.00	
AMEX Platinum	0.00	
Chase (Southwest Airlines)	0.00	
Union Bank	0.00	
FEDEX	0.00	
Hotel Engine	0.00	
Shell	0.00	
Wex	0.00	
Home Depot	0.00	
Divvy	0.00	
DEFERRED COMPENSATION LIABILITY	0.00	
		<hr/>
<b>Total Current Liabilities:</b>		<b>12,350,019.54</b>

Long Term Liabilities

*LONG TERM LIAB	0.00
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Balance Sheet

12/11/23

Continued...

Equip LT Liab	0.00	
Notes Payable - L/T	4,939,751.43	
Notes Payable - LT (Leases)	192,921.79	
Notes Payable - Shareholder	0.00	
Deferred Comp Liability	245,083.00	
LT Lease Liability	133,808.00	
<b>Total Long Term Liabilities:</b>		<b>5,511,564.22</b>
<b>Total Liabilities:</b>		<b>17,861,583.76</b>

**Equity**

Equity/Capital

*EQUITY	0.00
Common Stock	1,500.00
Treasury Stock	(13,039,998.67)
Paid in Capital-David H.	1,096,928.61
Distribution-DH	(14,649,192.85)
Distribution-GR	0.00
Distribution DH Trust	(3,139,113.44)
Distribution LH Trust	(3,139,113.44)
Distribution IH Trust	0.00
Distribution SH Trust	0.00
Retained Earn. (Current Year)	73,693,192.16
Accumulated Earnings PYs	12,753,915.75
***Startup Equity	0.00
<b>Subtotal Equity/Capital:</b>	<b>53,578,118.12</b>

Owner's Drawing/Dividend

*OWNERS DRAWING	0.00
<b>Total Owner's Drawing/Dividend:</b>	<b>0.00</b>

Current Profit (Loss):

26,440,955.86

<b>Total Equity/Capital:</b>	<b>80,019,073.98</b>
<b>Total Liabilities + Equity:</b>	<b><u><u>\$97,880,657.74</u></u></b>



# CERTIFICATE OF LIABILITY INSURANCE

8/31/2024

DATE (MM/DD/YYYY)  
12/7/2023

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

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

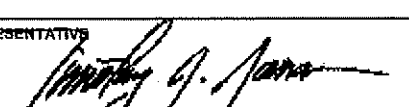
<b>PRODUCER</b> Lockton Insurance Brokers, LLC 777 S. Figueroa Street, 52nd Fl. CA License #0F15767 Los Angeles CA 90017 (213) 689-0065	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Nautilus Insurance Company</td> <td>17370</td> </tr> <tr> <td>INSURER B : Key Risk Insurance Company</td> <td>10885</td> </tr> <tr> <td>INSURER C : Great Divide Insurance Company</td> <td>25224</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Nautilus Insurance Company	17370	INSURER B : Key Risk Insurance Company	10885	INSURER C : Great Divide Insurance Company	25224	INSURER D :		INSURER E :		INSURER F :
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<b>INSURED</b> 1319084 American Integrated Services, Inc. 1502 E. Opp Street Wilmington CA 90744-3927														

**COVERAGES** AMEIN05      **CERTIFICATE NUMBER:** 20116555      **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Poll./Prof. Liab. <input checked="" type="checkbox"/> Deductible: \$10K GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	Y	N	BCP2041242-10	8/31/2023	8/31/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COM/POP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	N	BAP2041402-10	8/31/2023	8/31/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$ XXXXXXXX
							BODILY INJURY (Per accident)	\$ XXXXXXXX
							PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX
								\$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____	N	N	FFX2041243-10	8/31/2023	8/31/2024	EACH OCCURRENCE	\$ 15,000,000
							AGGREGATE	\$ 15,000,000
							Deductible	\$ 0
C	<input checked="" type="checkbox"/> 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	WCA2041241-10	9/1/2023	9/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							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)  
Contractor's Pollution and Professional Liability are included in the GL policy: Pollution Liability Limit: \$1,000,000 Each Occ. \$1,000,000 Agg. with \$25,000 Ded. and Professional Liability Limit: \$1,000,000 Each Occ. \$1,000,000 Agg. with \$25,000 Ded. The City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers are Additional Insured(s) as per the attached endorsement or policy language. Insurance provided to Additional Insured(s) is primary and non-contributory as per the attached endorsements or policy language. Waiver of subrogation applies as per the attached endorsements or policy language, where allowed by law. Notice of Cancellation applies as per attached endorsement or policy language.

<b>CERTIFICATE HOLDER</b>  20116555 City of Huntington Beach 2000 Main Street Huntington Beach, CA 92648	<b>CANCELLATION</b> See Attachments  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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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS  
SCHEDULED PERSON OR ORGANIZATION – ONGOING OPERATIONS – COVERAGE A, B,  
D.1 & D.4**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2041242-10	8/31/2023	8/31/2024	12/7/2023

This endorsement modifies insurance provided under the following:

**ENVIRONMENTAL COMBINED POLICY**

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Huntington Beach, its officers, elected or appointed officials, employees, agents, and volunteers	Miley Keck Tank Farm 19081 Huntington Street Huntington Beach, CA 92648

**I. SECTION III – WHO IS AN INSURED** is amended to include as an additional **insured**, the person(s) or organization(s)

shown in the **SCHEDULE**, with whom you have agreed under a written contract or written agreement, in effect during this **policy period**, that such person(s) or organization(s) be added as an additional **insured** on this policy. Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

The insurance provided to the additional **insured** person(s) or organization(s) applies only with respect to liability for **bodily injury or property damage** covered under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE, Coverage D.1 – Contractors Pollution Legal Liability and Coverage D.4 – Microbial Substance Contractors Pollution Liability**, or personal injury or advertising injury covered under **SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** directly caused by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional **insured(s)** at the location(s) designated above.

However:

1. The insurance afforded to such additional **insured** only applies to the extent permitted by law; and
2. We will not extend any insurance coverage to any additional **insured** that is not provided to you in this policy; and
3. 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**.

**II.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to **bodily injury or property damage** occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional **insured(s)** at the location of the **covered operations** has been completed; or
- b. That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**III.** With respect to the insurance afforded to these additional insureds, the following is added to **SECTION V – LIMITS OF INSURANCE:**

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.

**IV. With respect to the insurance afforded to these additional insureds, the following is added to SECTION VI – REPORTING, DEFENSE, SETTLEMENT & COOPERATION:**

**1. Duties -- Additional Insured**

An additional **insured** must see to it that:

- a. We are notified in writing as soon as practicable of an **occurrence** or offense which may result in a **claim** or **suit**;
- b. We receive written notice of a **claim** or **suit** as soon as practicable; and
- c. A request for defense and indemnity of the **claim** or **suit** will promptly be brought against any policy issued by another insurer under which the additional **insured** may be an insured in any capacity. This provision does not apply to insurance on which the additional **insured** is a **Named Insured**, if the contract or agreement requires that this coverage be primary and noncontributory.

**V. SECTION VII – CONDITION 10. – Other Insurance** is amended by the addition of the following which supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s) shown in the **SCHEDULE** of this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS  
SCHEDULED PERSON OR ORGANIZATION -- COMPLETED OPERATIONS – COVERAGE A,  
D.1 & D.4**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2041242-10	8/31/2023	8/31/2024	12/7/2023

This endorsement modifies insurance provided under the following:

**ENVIRONMENTAL COMBINED POLICY**

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) And Description Of Completed Operations:
City of Huntington Beach, its officers, elected or appointed officials, employees, agents, and volunteers	Miley Keck Tank Farm 19081 Huntington Street Huntington Beach, CA 92648

I. **SECTION III – WHO IS AN INSURED** is amended to include as an additional **insured**, the person(s) or organization(s) shown in the **SCHEDULE**, with whom you have agreed under a written contract or written agreement, in effect during this **policy period**, that such person(s) or organization(s) be added as an additional **insured** on this policy. Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

The insurance provided to the additional **insured** person(s) or organization(s) applies only with respect to liability for **bodily injury** or **property damage** covered under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability**, directly caused 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. We will not extend any insurance coverage to any additional **insured** that is not provided to you in this policy; and
3. 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**.

II. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION V – LIMITS OF INSURANCE**:

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.

III. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION VI – REPORTING, DEFENSE, SETTLEMENT & COOPERATION**:

**1. Duties -- Additional Insured**

An additional **insured** must see to it that:

- a. We are notified in writing as soon as practicable of an **occurrence** which may result in a **claim** or **suit**;
- b. We receive written notice of a **claim** or **suit** as soon as practicable; and
- c. A request for defense and indemnity of the **claim** or **suit** will promptly be brought against any policy issued by

another insurer under which the additional **insured** may be an insured in any capacity. This provision does not apply to insurance on which the additional **insured** is a **Named Insured**, if the written contract or written agreement requires that this coverage be primary and noncontributory.

**IV. SECTION VII – CONDITION 10. – Other Insurance** is amended by the addition of the following which supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s) shown in the **SCHEDULE** of this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

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

behalf of or for the benefit of you or others, to determine or warrant that such property or operations are safe or in compliance with environmental law, or any other law.

- b. We may be permitted, but not obligated, to interview persons employed by the **insured**;
- c. The **insured** agrees to provide appropriate personnel to assist our representatives during any inspection.

#### 8. Legal Action Against Us

No person or organization has the right under this policy:

- a. To join us as a party or otherwise bring us into a **suit** asking for damages from an **insured**; or
- b. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an **insured**; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the **insured** and the claimant or the claimant's legal representative. For purposes of this condition, a consent judgment, stipulated judgment, agreed judgment, consent decree or consent order reached without our written agreement is neither an agreed settlement nor a final judgment.

#### 9. Limitation of Damages

Our damages for extra-contractual liability, bad faith, or similar damages under this policy is limited to one (1) times the relevant policy limit applicable to the underlying matter.

#### 10. Other Insurance

With respect to **COVERAGES A, B and C**, if other valid and collectible insurance is available to the **insured** for a loss we cover under **COVERAGES A, B or C** of this policy, our obligations are limited as follows:

##### a. Primary Insurance

This insurance is primary except when Paragraph (2) below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph (3) below.

##### b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

- (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for **your work**;
- (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (iii) That is 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) If the loss arises out of the maintenance or use of aircraft, **unmanned aircraft, autos** or watercraft to the extent not subject to Exclusion a. of **SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you are an additional **insured**.

(2) When this insurance is excess, we will have no duty under this policy to defend the **insured** against any **suit**, if any other insurer has a duty to defend the **insured** against that **suit**. If no other insurer defends, we will undertake to do so, but we will be entitled to the **insured's** rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductibles and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this policy.

##### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the 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 applicable limit of insurance to the total applicable Limits of Insurance of all insurers.

With respect to **COVERAGES D and E**, if other valid and collectible insurance is available to any **insured** covering **bodily injury, property damage, loss, cleanup costs, emergency remediation costs, claim(s), suit(s)**, damages and/or Supplementary Payments, including but not limited to **defense costs**, also covered by this policy, other than a policy that is specifically written to apply in excess of this policy, the insurance afforded by this policy shall apply in

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****NOTICE OF CANCELLATION TO DESIGNATED PERSON OR ORGANIZATION**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2041242-10	8/31/2023	8/31/2024	8/31/2023

This endorsement modifies insurance provided under the following: **ENVIRONMENTAL COMBINED POLICY**

The following is added to **SECTION VII - CONDITIONS 2. Cancellation:**

**SCHEDULE**

<b>Number of Days Advance Notice Of Cancellation:</b>	thirty (30) Days
<b>Name and Address of Designated Person(s) or Organization(s):</b>	AS PER SCHEDULE ON FILE
<b>Additional Premium:</b>	\$0

In consideration of the payment of an additional premium, and notwithstanding anything contained in the policy to the contrary, it is understood and agreed that if we cancel this policy on or before the expiration date set forth in the Declarations, we will mail or deliver to the first **Named Insured** at the last known address, and the person(s) or organization(s) at the address designated in the **SCHEDULE** above, written notice of cancellation not less than the number of days shown in the **SCHEDULE** before the effective date of cancellation. Proof of mailing of notice shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall be the end of the **policy period**.

This endorsement shall not apply if:

1. We cancel due to non-payment of premium, or
2. The policy is non-renewed for any reason.

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

POLICY #BAP2041402-10

BENV CA 06

## ENDORSEMENT

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

**Business Auto - Additional Insured  
When Required by Contract or Agreement**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

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

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

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

POLICY #BAP2041402-10

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY OTHER  
INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance — Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

**ENDORSEMENT**

**Policy #BAP2041402-10**

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

**NOTICE TO OTHERS OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE**

**Business Auto Policy**

If we cancel, non-renew or make a material change to the policy, we will provide written notice of same to the person(s) or organization(s) listed in the SCHEDULE below.

The Notice will provide the effective date/hour of the cancelation/non-renewal/material change, and will be sent by Certified Mail — Return Receipt Requested, in accordance with the SCHEDULE below. Proof of mailing will be sufficient proof of notice.

For purposes of this endorsement only, "material change" means a change to:

- Policy term;
- Removal of a Coverage Section;
- Reduction in any of the Limits of Insurance specified in ITEM 2. Schedule of Coverage and Covered Autos on the Declarations page, or a reduction in any of the Limits of Insurance as modified by endorsement, where said reduction is not the result of a reserve or payment of claim(s) or claim expenses; or
- Removal of an Insured specifically identified by name in the policy.

**SCHEDULE**

Name and Address of Other Person(s) or Organization(s):

Number of Days' Prior Notice:

PER SCHEDULE ON FILE

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

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**ENDORSEMENT - NOTICE TO OTHERS OF  
CANCELLATION, NONRENEWAL OR MATERIAL CHANGE**

This endorsement is used to add the following to Part Six of the policy.

**PART SIX  
CONDITIONS**

If we cancel, non-renew or make a **material change** to the policy, we will provide written notice of same to the person(s) or organization(s) listed in the SCHEDULE below.

The Notice will provide the effective date/hour of the cancelation/non-renewal/material change, and will be sent by Certified Mail — Return Receipt Requested, in accordance with the SCHEDULE below. Proof of mailing will be sufficient proof of notice.

For purposes of this endorsement only, "**material change**" means a change to:

- Policy period;
- Removal of a Coverage Section;
- Reduction in the Limits of Insurance for Coverage B, Employer's Liability, specified in Coverage 3.B on the Worker's Compensation Information Page, where said reduction is not the result of a reserve or payment of claim(s); or
- Removal of an insured specifically identified by name in the policy.

**SCHEDULE**

**Name and Address of Other Person(s) or Organization(s):**

**Number of Days prior Notice:**

**PER SCHEDULE ON FILE**

**All other terms and conditions of this policy remain unchanged.**

Endorsement Effective 9/1/2023

Policy No. WCA2041241-10

Endorsement No.

Insured American Integrated Services, Inc.

Premium \$

Insurance Company: Great Divide Insurance C

Countersigned by: \_\_\_\_\_

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**(Ed. 04-84)**

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

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

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

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

**Person or Organization**

**Job Description**

**PER SCHEDULE ON FILE**

**Notes:**

1. This endorsement may be used to waive the company's right of subrogation against named third parties who may be responsible for an injury.
2. The sentence in ( ) is optional with the company. It limits the endorsement to apply only to specific jobs of the insured, and only to the extent that the insured is required to obtain this waiver.

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: 9/1/2023

Policy No. WCA2041241-10

Endorsement No.

Insured: American Integrated Services, Inc.

Insurance Company: Great Divide Insurance Co.

Countersigned By

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