



Monterey County Board of Supervisors

Board Order

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

www.co.monterey.ca.us

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Chris Lopez to:

Agreement No.: A-15223 ; Amendment No. 1

- a. Approve Amendment No. 1 to Standard Agreement No. A-15223, Multi-Year Agreement #3200*5661, with Environmental Logistics, Inc. to provide hazardous waste management services, Request for Proposals #10722, to update the Pricing Schedule effective May 1, 2024, extend the expiration date for 2 additional years through April 30, 2026, for a revised term of May 1, 2021 to April 30, 2026, and increase the not to exceed maximum by \$270,000 to a total of \$720,000; and
- b. Authorize the Contracts & Purchasing Officer or their designee to execute Amendment No. 1 to Standard Agreement No. A-15223 and future amendments to the Agreement where the amendments do not significantly alter the scope of work or increase the approved Agreement amount.

PASSED AND ADOPTED on this 7th day of November 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, and Adams

NOES: None

ABSENT: Supervisor Askew

Motion Passed 4 to 0

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting November 7, 2023.

Dated: November 14, 2023

File ID: A 23-511

Agenda Item No.: 65

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

Vicente Ramirez, Deputy

**AMENDMENT NO. 1
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
ENVIRONMENTAL LOGISTICS, INC.**

THIS AMENDMENT NO. 1 to Standard Agreement No. A-15223 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Environmental Logistics, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Standard Agreement No. A-15223 with County on May 13, 2021 (hereinafter, "Agreement") to provide on-call hazardous waste management services, spill cleanup and schedule pickup of self-generated waste services, Request for Proposals (RFP) #10722 (hereinafter, "services") through April 30, 2024, with the option to extend the Agreement for up to two (2) additional years, for an amount not to exceed \$450,000; and

WHEREAS, the provisions of the Agreement require an update; and

WHEREAS, the County has a continued need for services; and

WHEREAS, the Parties agree that the Pricing Schedule in Exhibit A – Scope of Services/Payment Provisions of the Agreement remains valid through April 30, 2024; and

WHEREAS, CONTRACTOR's Pricing Schedule requires an update effective May 1, 2024; and

WHEREAS, additional time and funding are necessary to allow CONTRACTOR to continue to provide the services required by the County; and

WHEREAS, the Parties wish to amend the Agreement to update the provisions, to update the Pricing Schedule effective May 1, 2024, to extend the term for two (2) additional years to April 30, 2026, and to increase the amount by \$270,000 for a total amount not to exceed \$720,000 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 1.

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

1. Amend Paragraph 2.0, "Payment Provisions", to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibits A and A-1**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$720,000.

Amendment No. 1 to Standard Agreement No. A-15223
Environmental Logistics, Inc.
Hazardous Waste Management Services (RFP #10722)
Department of Public Works, Facilities and Parks
Term: May 1, 2021 to April 30, 2026
Not to Exceed: \$720,000

2. Amend the first sentence of Paragraph 3.0, "Term of Agreement", to read as follows:

The term of this Agreement is from May 1, 2021 to April 30, 2026, unless sooner terminated pursuant to the terms of this Agreement.

3. Amend Paragraph 4.0, "Scope of Services and Additional Provisions", to add "Exhibit A-1, Revised Pricing Schedule", effective May 1, 2024.

4. In all places within the Agreement, any reference to the Pricing Schedule in "Exhibit A, Scope of Services/Payment Provisions" is hereby replaced with "Exhibit A-1, Revised Pricing Schedule", effective May 1, 2024.

5. Amend Section 11.01 of Paragraph 11.0, "Non-Discrimination", to read as follows:

During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code §12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

6. Amend Agreement to revise Paragraph 16.0, "Signature Page", to Paragraph 18.0, "Signature Page".

7. Amend Agreement to add Paragraph 16.0, "Compliance with Applicable Laws", as follows:

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

16.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances,

Amendment No. 1 to Standard Agreement No. A-15223
Environmental Logistics, Inc.
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Not to Exceed: \$720,000

regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

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

8. Amend Agreement to add Paragraph 17.0, "Consent to Use of Electronic Signatures", as follows:

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 USC Section 7001 *et seq.*; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

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

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

9. In all places within the Agreement, any reference to Public Works, Facilities, & Parks is hereby replaced with Department of Public Works, Facilities and Parks.
10. In all places within the Agreement, any reference to County's email address of RMA-Finance-AP@co.monterey.ca.us for invoicing, is hereby replaced with PWFP-Finance-AP@co.monterey.ca.us.
11. In all places within the Agreement, any reference to the Agreement's Multi-Year Agreement (MYA) number is deemed to be MYA 3200*5661.
12. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force and effect.

Amendment No. 1 to Standard Agreement No. A-15223
Environmental Logistics, Inc.
Hazardous Waste Management Services (RFP #10722)
Department of Public Works, Facilities and Parks
Term: May 1, 2021 to April 30, 2026
Not to Exceed: \$720,000

13. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
14. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

Amendment No. 1 to Standard Agreement No. A-15223
Environmental Logistics, Inc.
Hazardous Waste Management Services (RFP #10722)
Department of Public Works, Facilities and Parks
Term: May 1, 2021 to April 30, 2026
Not to Exceed: \$720,000

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

Debra R. Wilson, Contracts/Purchasing Officer

By: 
DocuSigned by:
7B741937A00D91B...

Its: Debra Wilson
 (Print Name and Title)

Date: 11/15/2023 | 4:58 PM PST

CONTRACTOR*

Environmental Logistics, Inc.

By: 
 (Signature of Chair, President or Vice President)

Its: Mark Freeman-Vice President
 (Print Name and Title)

Date: 09/21/2023

Approved as to Form

Office of the County Counsel

Leslie J. Girard, County Counsel

By: 
DocuSigned by:
A1999B26E717442...

Its: Mary Grace Perry
 Deputy County Counsel

Date: 9/27/2023 | 4:01 PM PDT

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

Its: James Goyich-Secretary
 (Print Name and Title)

Date: 09/21/2023

Approved as to Fiscal Provisions

Rupa Shah, Auditor/Controller

By: 
DocuSigned by:
E79EF04E57454F6...

Its: Patricia Ruiz
 (Print Name and Title)

Date: 9/28/2023 | 10:19 AM PDT

Its: Auditor Controller Analyst I

Approved as to Indemnity and Insurance Provisions

Office of the County Counsel

David Bolton, Risk Manager

By: David Bolton
 Risk Manager

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

Amendment No. 1 to Standard Agreement No. A-15223
 Environmental Logistics, Inc.
 Hazardous Waste Management Services (RFP #10722)
 Department of Public Works, Facilities and Parks
 Term: May 1, 2021 to April 30, 2026
 Not to Exceed: \$720,000

EXHIBIT A -1 - REVISED PRICING SCHEDULE

Effective May 1, 2024

Item No.	Unit of Measure	Class	Price per Hours/Units
LABOR			
1	Hourly	Project Supervisor/Analyst	\$100.00
2	Hourly	Operator/Technician (Hazwoper trained)	\$100.00
3	Overtime Hourly	Project Supervisor/Analyst	\$150.00
4	Overtime Hourly	Operator/Technician (Hazwoper trained)	\$150.00
EQUIPMENT - Based on hourly rates for twenty-four (24) hour day, no overtime or mileage charged for equipment.			
5	Hourly	Truck: Light (Pickup/Van, 1-ton or less)	\$65.00
6	Hourly	Truck: Heavy (Stake bed 40-drum) with lift gate	\$65.00
7	Hourly	Truck: Vacuum (110/130 barrel)	\$65.00
8	Hourly	Truck/Tractor: (Van/Trailer) min. 40ft. trailer with lift gate	\$65.00
9	Monthly	10-20 cu. yd. Bins (covered, roll-top/lift top)	\$0
10	Monthly	10-20 cu. yd. Bins (covered, tarp)	\$0
11	Monthly	20-40 cu. yd. Bins (covered, roll-top/lift top)	\$0
12	Monthly	20-40 cu. yd. Bins (covered, tarp)	\$0
MATERIALS			
13	Unit	Plastic Drums, New (55-gallon) with lid	\$85.00
14	Unit	Over Pack, Metal (85-gallon) with lid	\$175.00
15	Unit	*Metal Drums (30-gallon) with lid	\$75.00
16	Unit	*Metal Drums (55-gallon) with lid	\$85.00
17	Unit	*Metal Drums (30-gallon) closed top	\$75.00
18	Unit	*Metal Drums (55-gallon) closed top	\$85.00
19	Unit	*Packing/Absorbent Materials Vermiculite (20-pounds)	\$30.00
20	Unit	Packing/bagged – clay absorbent (33-pounds)	\$20
* Metal drums may be reconditioned with the appropriate certification			
21	Unit	Steel open top 55-gallon with hazardous waste label affixed*	\$85.00
22	Unit	Steel open top 30-gallon with hazardous waste label affixed*	\$75.00
23	Unit	Steel closed top 55-gallon with hazardous waste label affixed*	\$85.00
24	Unit	Steel closed top 30 gallon with hazardous waste label affixed*	\$75.00
*See ATTACHMENT A – LABEL FORM			
Please list additional container sizes available below (use additional sheets as necessary):			

EXHIBIT A - 1 - REVISED PRICING SCHEDULE

Effective May 1, 2024

Item No.	Unit of Measure	Class	Price per Hours/Units
	Unit	Cubic Yard Boxes	\$115.00
	Unit	15 gallon fiber drum	\$65.00
	Unit	5 gallon pails with lids	\$20
	OTHER	Pricing for services not listed on the pricing schedule will be determined and mutually agreed upon, prior to utilization of those services	

WASTE STREAM DISPOSAL						
Waste Stream	Disposal Method	Price per Pound	Price per Cubic Yard	Price per 55-gallon Drum	Price per 5-gallon Drum	Price per Lab Pack
Aerosols (including spray cans, emission canisters, etc.)	R	25	682.50	195	95	0
Antifreeze	R	.30	475	150	75	0
Batteries, used Non-Auto	R	1.50	525	250	75	0
Brake Shoes & Clutches	L	.30	525	150	75	0
Compressed Natural Gas Cylinders, used	R	.50	975	195	125	0
Contaminated waste (i.e. spill sweep, rags)	L	3.00	525	175	95	0
Diesel Particulate Filter Ash	L	3.00	525	150	95	0
Desiccants, used	L	3.00	525	150	95	0
Fertilizers	I	3.00	975	275	125	0
Fuels	FB	.50	525	175	95	0
Motor Vehicle Filters (various)	R	1.00	200	150	50	0
Glues	L	.50	525	175	95	0
Home Cleaners	L	.50	525	175	95	0
Industrial Processing Fluids	L	.50	525	175	95	0
Mercury	R	175	2,250	975	275	0
Misc. Corrosive Liquids	I	1.00	975	275	225	0
Misc. Flammable Liquids	R	1.00	875	280	135	0
Misc. Organic Peroxides	I	1.00	1,750	475	225	0
Misc. Toxics	I	1.00	975	375	225	0
Oils, waste	R	.50	0	225	125	0

EXHIBIT A - 1 - REVISED PRICING SCHEDULE

Effective May 1, 2024

WASTE STREAM DISPOSAL						
Waste Stream	Disposal Method	Price per Pound	Price per Cubic Yard	Price per 55-gallon Drum	Price per 5-gallon Drum	Price per Lab Pack
Paint, Latex	<i>R</i>	.30	450	150	75	0
Paint, Mixed	<i>R</i>	.50	750	225	110	0
Paint, Oil-based	<i>FB</i>	.50	750	225	110	0
Paint Thinners	<i>FB</i>	.50	775	225	125	0
Pallets	<i>R</i>	.10	25	0	0	0
Pesticides	<i>I</i>	3.00	1,250	375	175	0
Pool Chemicals	<i>I</i>	.25	750	175	125	0
Propane Tanks	<i>R</i>	1.00	375	100	35	0
Soil, contaminated	<i>L</i>	1.00	525	175	125	0
Tires, used (Auto)	<i>R</i>	0	10/tire	0	0	0
Scrap Emissions	<i>R</i>	.50	525	150	125	0
Scrap Metals	<i>R</i>	.50	525	150	125	0
Wheel Weights, used	<i>R</i>	.50	525	150	125	0
Wood, used	<i>R</i>	.20	200	0	0	0
Other (list) Tire Truck	<i>R</i>	0	20/tire	0	0	0
Other (list) Battery Auto	<i>R</i>	1.00	100	25	0	0

GAS CYLINDERS					
Type		Lecture Bottle		Large	
Flammable	Each	\$225	Each	\$425	
Non-Flammable	Each	\$150	Each	\$300	
Gases Toxic by inhalation	Each	\$625	Each	\$1,100	



ENVILOG-01

SGONZALEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2023

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

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

PRODUCER License # 0757776 HUB International Insurance Services Inc. PO Box 5345 Riverside, CA 92517	CONTACT NAME: Chad Hill PHONE (A/C, No, Ext): (951) 779-8549 FAX (A/C, No): (951) 742-4679 E-MAIL ADDRESS: chad.hill@hubinternational.com
INSURED Environmental Logistics, Inc. P.O. Box 806 Colton, CA 92324	INSURER(S) AFFORDING COVERAGE INSURER A : Greenwich Insurance Company 22322 INSURER B : XL Insurance America, Inc 24554 INSURER C : XL Specialty Insurance Company 37885 INSURER D : Indian Harbor Insurance Company 36940 INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		GEC003992910	2/15/2023	2/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
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 <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		AEC003993010	2/15/2023	2/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UEC003993110	2/15/2023	2/15/2024	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000
C	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	N / A	WEC300137906	10/28/2023	10/28/2024	<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
D	Pollution/Legal Liab			PEC003993810	2/15/2023	2/15/2024	Occurrence/Aggregate 10,000,000
D	Professional Liab			PEC003993810	2/15/2023	2/15/2024	Occurrence/Aggregate 5,000,000

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

Re: RFP #10722

County of Monterey, its officers, agents, and employees are Additional Insured in regard to General Liability when required by written contract per the attached endorsements CG2033 04/13 and CG2037 12/19. Primary & Non -Contributory wording applies with regard to General Liability when required by written contract per the attached endorsement form XIL424 06/05. Additional Insured with regard to Auto Liability when required by written contract per the attached endorsement form XIC411 10/13. Primary & Non -Contributory wording applies with regard to Auto Liability when required by written contract per the attached endorsement form GRIE030918.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

County of Monterey 1441 Schilling Pl Salinas, CA 93901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY HUB International Insurance Services Inc.	License # 0757776	NAMED INSURED Environmental Logistics, Inc. P.O. Box 806 Colton, CA 92324
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

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

Description of Operations/Locations/Vehicles:

Should the policies be cancelled before the expiration date, Hub International Insurance Services Inc. (Hub), independent of any rights which may be afforded within the policies to the certificate holder named below, will provide to such certificate holder notice of such cancellation within thirty (30) days of the cancellation date, except in the event the cancellation is due to non-payment of premium, in which case Hub will provide to such certificate holder notice of such cancellation within ten (10) days of the cancellation date.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, 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.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "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.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – 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 you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.	All Locations as required per written contract.,
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

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

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

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

This endorsement shall not increase the applicable limits of insurance.

ENDORSEMENT

This endorsement, effective 12:01 a.m., February 15, 2023 forms a part of Policy No. GEC0039929 10 issued to Environmental Logistics, Inc. by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

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

A. **COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured,** is amended to include as an "insured" any person or organization you are required in a written contract to name as an additional insured, but only for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or
2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

Provided that:

- a. The written contract is in effect during the policy period of this policy;
- b. The written contract was signed by you and executed prior to the "accident" causing "bodily injury" or "property damage" for which liability coverage is sought; and
- c. Such person or organization is an "insured" solely to the extent required by the contract, but in no event if such person or organization is solely negligent.

B. The Limits of Insurance provided for the Additional Insured shall not be greater than those required by contract and, in no event shall the Limits of Insurance set forth in this policy be increased by the contract.

C. **General Conditions, Other Insurance** is amended as follows:

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is primary, excess, contingent or on any other basis unless the contract specifically requires that this policy be primary.

All terms, conditions, exclusions and limitations of this policy shall apply to the liability coverage provided to any additional insured, and in no event shall such coverage be enlarged or expanded by reason of the contract.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT #023

This endorsement, effective 12:01 a.m., February 15, 2023 forms a part of Policy No. AEC003993010 issued to ENVIRONMENTAL LOGISTICS, INC. by XL Insurance America, Inc..

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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".