

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF SOUTH
SAN FRANCISCO AND JWC ENVIRONMENTAL**

THIS *FIRST* AMENDMENT TO THE PURCHASE AGREEMENT is made at South San Francisco, California, as of March 09, 2022 by and between THE CITY OF SOUTH SAN FRANCISCO (“City”), a municipal corporation, and JWC Environmental (“Contractor”), (sometimes referred together as the “Parties”) who agree as follows:

RECITALS

A. On July 01, 2017, City and Contractor entered that certain Purchase Agreement (“Agreement”) whereby Contractor agreed to furnish the City with parts, repair and refurbishment of Pump Station Sewage Grinders. A true and correct copy of the Agreement and its exhibits is attached as Exhibit A.

B. City and Contractor now desire to amend the Agreement.

NOW, THEREFORE, for and in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Contractor hereby agree as follows:

1. All terms which are defined in the Agreement shall have the same meaning when used in this Amendment, unless specifically provided herein to the contrary.
2. Section 3: Description of Purchase. Section 3 of the Agreement shall be amended such that the City agrees to pay Contractor a sum not to exceed Two Hundred and Ten Thousand Dollars (\$210,000) for the 2021-2022 fiscal year. The total not-to-exceed amount for the Agreement shall remain at Eight Hundred and Fifty Thousand Dollars (\$850,000) based on a calculation of \$160,000 per fiscal year, with the understanding that \$ 742,161. 35 has already been paid to Contractor.

Contractor agrees this is the City’s total contribution for payment of costs under the Agreement unless additional payments are authorized in accordance with the terms of the Agreement and said terms of payment are mutually agreed to by and between the parties in writing.

All other terms, conditions and provisions in the Agreement remain in full force and effect. If there is a conflict between the terms of this Amendment and the Agreement, the terms of the Agreement will control unless specifically modified by this Amendment.

[SIGNATURES ON THE FOLLOWING PAGE]

Dated: _____

CITY OF SOUTH SAN FRANCISCO

CONTRACTOR

By: _____

Mike Futrell, City Manager

By: _____

[NAME]

Approved as to Form:

By: _____

City Attorney

DRAFT

EXHIBIT A

PURCHASE AGREEMENT BETWEEN THE CITY OF SOUTH SAN FRANCISCO AND JWC ENVIRONMENTAL

These terms and conditions govern the purchase of materials, supplies, and/or equipment, including any related installation, training, and/or minor services and repairs described in this Purchase Agreement ("Purchase Agreement") by JWC Environmental ("Vendor") for the City of South San Francisco ("City"). Vendor and City are collectively referred to in this Purchase Agreement as "the Parties." If the Vendor selects subcontractors to execute a portion the terms of this Purchase Agreement, that subcontractor is an agent of the Vendor, and is hereby included by reference as "the Vendor."

1. Time of Performance. This Purchase Agreement shall commence effective July 1, 2017, and shall end on June 30, 2022, unless earlier terminated by the City, as provided in this Purchase Agreement.
2. Products and Services. Vendor shall provide to the City the Products and Services described in this Purchase Agreement, and in Exhibit A ("Products" and/or "Services") necessary to provide and furnish the City with parts, repair and refurbishment of Pump Station Sewage Grinders. In the event that any of the terms of Exhibit A conflict with this Purchase Agreement, the terms of the Purchase Agreement shall prevail. Vendor shall complete delivery F.O.B. to the City of South San Francisco upon completion of refurbishment in strict accordance with the specifications as established by this Purchase Agreement and Exhibit A, which specifications are incorporated herein and made part of this Purchase Agreement.
3. Description of Purchase. The City hereby agrees to pay Vendor for the Products and/or Services based on the Goods and Services provided to the City based on the prices quoted in the attached Exhibit A. The City hereby agrees to pay Vendor a total not to exceed amount for Products and/or Services performed under this Purchase Agreement in an amount not to exceed one hundred and sixty thousand dollars (\$160,000) per fiscal year.


The City shall pay Vendor invoices for Products and/or Services actually delivered in accordance with this Purchase Agreement. To be eligible for payment, Vendor invoices must itemize the Products and/or Services delivered and the corresponding prices in accordance with this Purchase Agreement. Payment of Vendor invoices does not constitute acceptance of Products and/or Services delivered. Prices of Products and/or Services delivered that are not in accordance with this Purchase Agreement are subject to adjustment. In no event will the prices of Products and/or Services delivered exceed that specified on this Purchase Agreement. Payments shall be subject to adjustment for defects in quality or failure of Vendor to meet terms and conditions herein and in Exhibit A. Such adjustments shall be equal to one hundred percent (100%) of City's costs to correct such defects or Vendor's failure to meet Purchase Agreement requirements.

4. Taxes. Vendor shall pay all applicable federal, state and local taxes, which may be chargeable against the delivery of the Products and/or Services listed herein.
5. General Warranties and Product Compliance. Vendor warrants that: (A) All Products and/or Services are as described on this Purchase Agreement conform to all drawings, samples, descriptions and specifications contained in Exhibit A; (B) All Products and/or Services delivered are new and of good merchantable quality, free from material defects of workmanship and fit for the purpose for which sold or provided; (C) Vendor has good title to all Products delivered and all Products delivered are free from liens and other encumbrances; and (D) Vendor's delivery and installation of the Products and/or Services will be in strict conformity with all applicable local, state, and federal laws. For purposes of this warranty, any Products or components not meeting the foregoing quality shall be deemed defective. The foregoing warranty provisions shall also be applicable to equipment or materials provided by a third party entity to Vendor via this Purchase Agreement.

Vendor also expressly warrants and guarantees, for one (1) year that the Products and/or Services furnished by it to City shall be free from breakage or defects of material and workmanship under normal use, service and maintenance from the date of acceptance of the City, and expressly agrees to repair or replace Products and/or Services or any part thereof which proves defective as a result of inferior or defective materials, equipment or workmanship. If within the period stated above, any repairs or replacements in connection with the Products and/or Services are, in the opinion of the City, rendered necessary as a result of the use of inferior or defective materials, equipment or workmanship, Vendor agrees on receipt of notice from City and without expense to the City, for freight, parts or labor, to properly repair, replace or correct any and all such defects therein. If Vendor, after such notice, fails to proceed promptly with the terms of this warranty and guarantee, the City may perform the work necessary to effectuate such corrections, repairs and replacements, and recover the cost thereof from Vendor.

6. Final Inspection and Work Acceptance. Finished installation work and/or equipment shall be subject to final inspection and acceptance or rejection by the City.

7. Indemnity. To the fullest extent permitted by law, Vendor shall indemnify, defend (with counsel acceptable to the City), and hold harmless the City and its elected and appointed officers, officials, employees, agents, contractors and consultants (collectively, the "City Indemnitees") from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorneys' fees and costs of litigation) (collectively, "Liability") of every nature arising out of or in connection with the delivery and installation of the Products and/or Services described on this Purchase Agreement or Vendor's failure to comply with this Purchase Agreement, to the extent such liability is attributable to Vendor's negligent acts or omissions, except such Liability caused by the gross negligence or willful misconduct of the City Indemnitees.

Risk Manager 

8. Insurance. Before beginning any installation work and continuing throughout the term of this Purchase Agreement, Vendor, at its sole cost and expense, furnish the City with certificates of insurance evidencing that Contractor has obtained and maintains insurance in the following amounts:


A. Workers' Compensation that satisfies the minimum statutory limits.

B. Commercial General Liability and Property Damage Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, TWO MILLION DOLLARS (\$2,000,000) annual aggregate, for bodily injury, property damage, products, completed operations and contractual liability coverage. The policy shall also include coverage for liability arising out of the use and operation of any City-owned or City-furnished equipment used or operated by the Vendor, its personnel, agents or subcontractors.

All insurance policies shall be written on an occurrence basis and shall name the City Indemnitees as additional insureds with any City insurance shall be secondary and in excess to Vendor's insurance. If the Vendor's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible.

The City Risk Manager, in writing, may approve a variation in the foregoing insurance requirements. A valid and executed approval by Risk Manager must accompany this Purchase Agreement for a variation to be binding.

9. Limitation of Liability. In no event shall the Vendor be liable for lost profits or other special, indirect or consequential damages of any kind. The total liability of the Vendor to the Buyer under this order shall not exceed two (2) times the purchase order amount.

Risk Manager 

10. Prevailing Wage. Where applicable, the wages to be paid for a day's work to all classes of laborers, workmen, or mechanics on the work contemplated by this Purchase Agreement, shall be not less than the prevailing rate for a day's work in the same trade or occupation in the locality within the state where the work hereby contemplates to be performed as determined by the Director of Industrial Relations pursuant to the Director's authority under Labor Code Section 1770, *et seq.* Each laborer, worker or mechanic employed by Vendor or by any subcontractor shall receive the wages herein provided for. The Vendor shall pay two hundred dollars (\$200), or whatever amount may be set by Labor Code Section 1775, as may be amended, per day penalty for each worker paid less than prevailing rate of per diem wages. The difference between the prevailing rate of per diem wages and the wage paid to each worker shall be paid by the Vendor to each worker.

An error on the part of an awarding body does not relieve the Vendor from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code Sections 1770-1775. The City will not recognize any claim for additional compensation because of the payment by the Vendor for any wage rate in excess of prevailing wage rate set forth. The possibility of wage increases is one of the elements to be considered by the Vendor.

A. Posting of Schedule of Prevailing Wage Rates and Deductions. If the schedule of prevailing wage rates is not attached hereto pursuant to Labor Code Section 1773.2, the Vendor shall post at appropriate conspicuous points at the site of the project a schedule showing all determined prevailing wage rates for the various classes of laborers and mechanics to be engaged in work on the project under this contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.


B. Payroll Records. Each Vendor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Vendor in connection with the public work. Such records shall be certified and submitted weekly as required by Labor Code Section 1776.

11. Payment of Employment Taxes: Tax Withholding. Vendor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. To be exempt from tax withholding, Vendor must provide City with a valid California Franchise Tax Board form 590 ("Form 590"), as may be amended and such Form 590 shall be attached hereto and incorporated herein as Exhibit B. Unless Vendor provides City with a valid Form 590 or other valid, written evidence of an exemption or waiver from withholding, City may withhold California taxes from payments to Vendor as required by law. Vendor shall obtain, and maintain on file for three (3) years after the termination of this Agreement, Form 590s (or other written evidence of exemptions or waivers) from all subcontractors. Vendor accepts sole responsibility for withholding taxes from any non-California resident subcontractor and shall submit written documentation of compliance with Vendor's withholding duty to City upon request.
12. Termination. In addition to all other legal and equitable rights of the City, the City may terminate this Purchase Agreement upon notice to the Vendor. If the City terminates this Purchase Agreement, the City will pay the Vendor for Products and/or Services accepted in accordance with this Purchase Agreement prior to the date of termination.
13. Prevailing Party. In the event that either party to this Purchase Agreement commences any legal action or proceeding (including but not limited to arbitration) to interpret the terms of this Purchase Agreement, the prevailing party in such a proceeding shall be entitled to recover its reasonable attorney's fees associated with that legal action or proceeding.
14. Notice. All notices and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given (i) when received if personally delivered; (ii) when received if transmitted by telecopy, if received during normal business hours on a business day (or if not, the next business day after delivery) provided that such facsimile is legible and that at the time such facsimile is sent the sending Party receives written confirmation of receipt; (iii) if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express); and (iv) upon receipt, if sent by certified or registered mail, return receipt requested. In each case notice shall be sent to the respective Parties as follows:

Vendor:	JWC Environmental 2600 S. Garnsey Street Santa Ana, CA 92707	City:	City Clerk City of South San Francisco 400 Grand Avenue South San Francisco, CA 94080
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15. Assignment Governing Law. The Vendor may not assign any of Vendor's obligations under this Purchase Agreement without the City's prior written approval. This Purchase Agreement is governed by California law. The jurisdiction for any litigation arising from this Purchase Agreement shall be in the state of California, and shall be venued in the County of San Mateo.
16. Severability. If any portion of this Purchase Agreement is held invalid, the Parties agree that such invalidity shall not affect the validity of the remaining portions of this Purchase Agreement.
17. Entire Agreement. This Agreement represents the entire and integrated agreement between the Parties. This Purchase Agreement may be modified or amended only by a subsequent written agreement signed by both Parties.
18. Execution in Counterpart. This Agreement may be executed in counterparts and/or by facsimile or other electronic means, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterpart, shall constitute one Agreement, which shall be binding upon and effective as to all Parties.

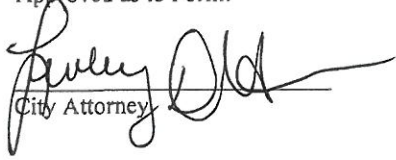
CITY OF SOUTH SAN FRANCISCO
A Municipal Corporation

VENDOR

By: 
Mike Futrell, City Manager

By:  8/10/17
JWC Environmental, Authorized Representative

Approved as to Form:


City Attorney

ATTEST: 
DEPUTY CITY CLERK

EXHIBIT A



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

Customer: 5032838
Louie Manio
South San Francisco, City of
PO Box 711
South San Francisco, CA 94080
US

Quote Number: 32498RevA
Quote Date: 04/04/2017
Terms: Net 30
Pricing: Valid 60 Days
FOB: Origin
Lead Time: 6-8 Weeks ARO both ways
Shipping & Handling include in
the price
Grinder Serial #: 13934-04

(650) 829-3845

Louie.Manio@ssf.net

Project: Harbor Way PS 4

All orders will be billed the applicable sales tax, based on the "ship to address", unless a valid tax exemption certificate is provided prior to shipment.

Part Number	Description	Qty	Unit Price	Extended Price
EVAL_CA	CDD6010-XDM2.5 Repair Evaluation Expected Return Grinder SN:104123-9-1	1	\$0.00	\$0.00
CDD6010-XDM2.5	CDD6010-XDM2.5 Repair 11 Tooth cam cutters 1:1 Stack alloy steel Buna N Elastomers Motor Type With 1/2 Perf Drums Less motor Less Reducer Less Unibody Less Spool Less Ext Shaft 2'6 Grinder SN:TBD ***** Paint: Epoxy Green	1	\$56,025.00	\$56,025.00
RL	Repair Labor ***** This order qualified for Free Labor *****	1	\$0.00	\$0.00
Shipping	Shipping & Handling	1	\$0.00	\$0.00

Please verify serial number is correct

Sub Total \$56,025.00
Tax
Total \$56,025.00

Notes:

1. Please fax or mail a purchase order for the total amount and we can process your order.



Customer Service Center
 2600 S. Garnsey Street
 Santa Ana, CA 92707 USA
 Phone: 949 833-3888
 Toll Free: 800 331-2277
 Fax: 714 549-4007

Customer: 5032838
 Louie Manio
 South San Francisco, City of
 PO Box 711
 South San Francisco, CA 94080
 US

Quote Number: 31409RevA
Quote Date: 04/04/2017
Terms: Net 30
Pricing: Valid 60 Days
FOB: Origin
Lead Time: 6-8 Weeks ARO both ways
 Shipping & Handling include in the price
Grinder Serial #:

108195-1-1,108195-1-2,108195-1-3
 (650) 829-3845

Louie.Manio@ssf.net

Project: Forbes Blvd PS 8

All orders will be billed the applicable sales tax, based on the "ship to address", unless a valid tax exemption certificate is provided prior to shipment.

Part Number	Description	Qty	Unit Price	Extended Price
EVAL_CA	CMD2410 Repair Evaluation Expected Return Grinder SN:108195-1-1,108195-1-2,108195-1-3	1	\$0.00	\$0.00
CMD2410-XDS2.0	CMD2410 Repair 11 Tooth cam cutters 1:1 Stack alloy steel Buna N Elastomers With 1/2 Perf Drum Less motor Less Reducer Less Spool Grinder SN:TBD ***** Paint: Epoxy Green	1	\$18,078.00	\$18,078.00
RL	Repair Labor ***** This order qualified for Free Labor *****	1	\$0.00	\$0.00
Shipping	Shipping & Handling	1	\$0.00	\$0.00

Please verify serial number is correct.

Sub Total \$18,078.00
 Tax
 Total \$18,078.00

Notes:

- Please fax or mail a purchase order for the total amount and we can process your order.
 Please include the following:
 Billing Address, Ship to Address, and sales tax exemption certificate.



Customer Service Center
 2600 S. Garnsey Street
 Santa Ana, CA 92707 USA
 Phone: 949 833-3888
 Toll Free: 800 331-2277
 Fax: 714 549-4007

Customer: 5032838
 Louie Manio
 South San Francisco, City of
 PO Box 711
 South San Francisco, CA 94080
 US

Quote Number: 32491RevA
Quote Date: 04/04/2017
Terms: Net 30
Pricing: Valid 60 Days
FOB: Origin
Lead Time: 6-8 Weeks ARO both ways
Shipping & Handling include in the price
Grinder Serial #: 13004-06

(650) 829-3845

Louie.Manio@ssf.net

Project: Shaw Road PS 11

All orders will be billed the applicable sales tax, based on the "ship to address", unless a valid tax exemption certificate is provided prior to shipment.

Part Number	Description	Qty	Unit Price	Extended Price
EVAL_CA	CDD5016-GTS Repair Evaluation Expected Return Grinder SN:13004	1	\$0.00	\$0.00
CDD5016-GTS	CDD5016-GTS Repair 11 Tooth cam cutters 1:1 Stack alloy steel Buna N Elastomers Motor Type Electric With 1/2 Perf Drum Less motor Less Reducer Less Spool Grinder SN:TBD ***** Paint: Epoxy Green	1	\$33,128.00	\$33,128.00
RL	Repair Labor ***** This order qualified for Free Labor *****	1	\$0.00	\$0.00
Shipping	Shipping & Handling	1	\$0.00	\$0.00

Please verify serial number is correct.

Sub Total \$33,128.00
 Tax
 Total \$33,128.00

Notes:

- Please fax or mail a purchase order for the total amount and we can process your order.
 Please include the following:
 Billing Address, Ship to Address, and sales tax exemption certificate.

2017 Withholding Exemption Certificate

590

The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.

Withholding Agent Information

Name

Payee Information

Name

JWC ENVIRONMENTAL LLC

SSN or ITIN FEIN CA Corp no. CA SOS file no.

4 5 2 7 7 1 1 2 6

Address (apt./ste., room, PO box, or PMB no.)

2850 S RED HILL AVENUE SUITE 125

City (If you have a foreign address, see instructions.)

SANTA ANA

State ZIP code

CA 9 2 7 0 5

Exemption Reason

Check only one box.

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

Individuals — Certification of Residency:

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

Corporations:

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

Partnerships or Limited Liability Companies (LLCs):

The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

Tax-Exempt Entities:

The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:

The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

California Trusts:

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

Estates — Certification of Residency of Deceased Person:

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

Nonmilitary Spouse of a Military Servicemember:

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

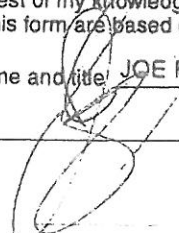
CERTIFICATE OF PAYEE: Payee must complete and sign below.

To learn about your privacy rights, how we may use your information, and the consequences for not providing the requested information, go to ftb.ca.gov and search for **privacy notice**. To request this notice by mail, call 800.852.5711.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee's name and title: JOE RUIZ, CHIEF FINANCIAL OFFICER

Telephone (949) 8333888

Payee's signature ▶ 

Date 8/9/17



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/09/2017

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 Willis Insurance Services of California, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Company	NAIC # 20281
INSURED JWC Environmental, LLC Attn: Jeremy Smith, Controller 2850 S. Red Hill Avenue, Suite 125 Santa Ana, CA 92705	INSURER B: Everest National Insurance Company 10120	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: W3249374

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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	36027972	08/02/2017	08/02/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	73585040	08/02/2017	08/02/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	N	N	79895179	08/02/2017	08/02/2018	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
B	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	CA10002312171	08/02/2017	08/02/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

Approved as to form:
 Date: 9/15/17
 By: *[Signature]*
 City Attorney

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

This Voids and Replaces Previously Issued Certificate Dated 08/04/2017 WITH ID: W3226185.

The City of South San Francisco, its elected and appointed officers, officials, employees, agents, contractors, and consultants are named as Additional Insureds with respect to operations of the Named Insured. This policy does not include any self-insured retention and the deductible for the policy is \$0.

CERTIFICATE HOLDER

CANCELLATION

City of South San Francisco W.Q.C.P.
 Attn: Arran Gordon
 195 Bel Air Road
 South San Francisco, CA 94080

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
Mary Wisley LeGrand

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Insurance Services of California, Inc.		NAMED INSURED JWC Environmental, LLC Attn: Jeremy Smith, Controller 2850 S. Red Hill Avenue, Suite 125 Santa Ana, CA 92705	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

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

The insurance carrier agrees to notify the city of south san Francisco of any material change, cancellation, termination or non-renewal of the coverage at least thirty (30 days in advance of the effective date of any such material change, cancellation, termination or non-renewal per endorsement attached.

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

**Additional Insured -
Scheduled Person
Or Organization**

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

**Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative



This Endorsement applies to the following forms:

COMMON POLICY CONDITIONS

Under Conditions, the following condition is added.

Conditions

***Notice Of Cancellation
To Scheduled Persons
Or Organizations When
We Cancel***

When we cancel this policy for any reason, other than non-payment of premium, we will notify person(s) or organization(s) shown in the Schedule at least 30 days in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- impose any liability or obligation of any kind upon us; or
- invalidate such cancellation.

Schedule

Person(s) or Organization(s): Person or Organization that you are obligated, pursuant to written contact.

All other terms and conditions remain unchanged.

Conditions
(continued)

Authorized Representative

A handwritten signature in black ink, appearing to be "P. M. D.", written over a horizontal line.