



MARIPOSA COUNTY

Public Works · 209 966 5356



RESOLUTION - ACTION REQUESTED 2019-241

MEETING: May 7, 2019
TO: The Board of Supervisors
FROM: Mike Healy, Public Works Director
RE: Approve a 1st Amendment with Golder Associates, Inc

RECOMMENDATION AND JUSTIFICATION:

Approve a 1st Amendment with Golder Associates, Inc. for sampling and reporting of leachate and groundwater at the Mariposa County Landfill as described in the attached proposal.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On June 26, 2018 Resolution 18-300 the Board approved an Agreement with Golder Associates, Inc. to provide ground water sampling and testing.

Golder Associates, Inc has provided this service to the County for several years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve, the Landfill will not be able to perform mandated testing.

FINANCIAL IMPACT:

Sufficient funding is available to fund this new CalRecycle Testing Requirement.

ATTACHMENTS:

Golder Assoc 1st amd (PDF)
Golder Assoc. 18-053 (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Kevin Cann, District IV Supervisor

SECONDER: Marshall Long, District III Supervisor

AYES: Smallcombe, Jones, Long, Cann, Menetrey

FIRST AMENDMENT TO AGREEMENT FOR GROUND WATER TESTING AT THE COUNTY LANDFILL

THIS FIRST AMENDMENT TO AGREEMENT FOR GROUND WATER TESTING AT THE COUNTY LANDFILL is made and entered into this 7th day of May, 2019, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "**County**," and Golder Associates, Inc. hereinafter referred to as "**Contractor**."

WHEREAS, **County** and **Contractor** have heretofore entered into an Agreement dated June 26, 2018, wherein **Contractor** agreed to provide ground water testing services; and

WHEREAS, **County** and **Contractor** desire to amend said Agreement to change the compensation to be provided to **Contractor**;

NOW, THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:


1. Paragraph 1, "COMPENSATION", is hereby amended to provide that an additional Nine Thousand One Hundred Fifty Seven Dollars (\$9,157) will be added to the original amount of Thirty Two Thousand Eight Hundred Eighteen Dollars (\$32,818), making the total compensation paid to **Contractor** the not to exceed amount of Forty One Thousand Nine Hundred Seventy Five Dollars (\$41,975).

2. Except as herein amended, the agreement dated June 26, 2018 shall remain in full force and effect.

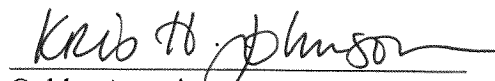
IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above written.

COUNTY OF MARIPOSA:

CONTRACTOR:




Miles Menetrey, Chairman
Mariposa County Board of Supervisors



Golder Associates

ATTEST:

APPROVED AS TO FORM:



RENE LAROCHÉ
Clerk of the Board



STEVEN W. DAHLEM
County Counsel



April 2, 2019

Project No. 18101833

Samuel Cervený

Mariposa County Public Works
4369 Ben Hur Road
Mariposa, CA 95338

PFAS MONITORING WORKPLAN, SAMPLING, AND REPORTING PROPOSAL, MARIPOSA COUNTY LANDFILL

Dear Mr. Cervený:

Golder Associates Inc. has prepared this proposal to prepare a workplan, sampling, and reporting for a one-time leachate and groundwater assessment of potential PFAS impacts at the Mariposa County Landfill, as required in the Regional Water Quality Control Board letter dated March 20, 2019 regarding Water Code Section 13267 Order WQ 2019-0006-DWQ.

Golder will prepare a workplan that complies with Attachment 2 to the RWQCB letter. The workplan will include, at a minimum, a map identifying the monitoring locations, a sampling and analysis plan that includes QA/QC procedures, reporting limits for PFAS, descriptions of materials at the sampling locations that could affect the results, and will be signed and stamped by a California-licensed Professional Geologist.

For monitoring cost purposes, we have assumed that we will sample leachate and the three monitoring wells closest to the landfill during a routine groundwater monitoring event. A sampling and analysis report will be prepared, including at least the following information:

- a) A description of the sampling activities;
- b) A summary table of analytical results;
- c) A copy of the Chain of Custody;
- d) A copy of the field sampling log;
- e) A copy of the site map showing the sampling locations; and
- f) A copy of laboratory analytical results of the monitored media.

The report will be submitted within 90 days following RWQCB approval of the workplan, or following the next regularly scheduled monitoring event.

Golder Associates Cost Estimate

CLIENT/SITE: Mariposa County Landfill
 PROJECT: PFAS Workplan, monitoring & reporting

DATE: 3/27/19
 PROPOSAL NO. P18101833

ITEM DESCRIPTION	UNIT	UNIT COST	QUANTITY	COST	SUB-TOTAL	TOTAL
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SUMMARY:						
Task 1 - Workplan						\$3,505
Task 2 - Sampling & Analysis						\$3,504
Task 3 - Report						\$2,148
TOTAL						\$9,157

This cost estimate is based on Water Code Section 13267 Order 2019-0006-DWQ

Task 1 - Workplan

SCOPE: Prepare workplan for PFAS sampling and analysis

Professional Services

Admin	hour	\$83	1	\$83		
Drafter	hour	\$123	1	\$123		
Project Geologist	hour	\$137	16	\$2,192		
Geo Practice Leader	hour	\$235	4	\$940	\$3,338	
		Admin/Comm Fee (5% of labor)			\$167	
		Total for workplan				\$3,505

Task 2 - Sampling & Analysis

SCOPE: Sample monitoring locations for PFAS analyses, assumes dedicated pumps cannot be used

Assumes 3 groundwater wells, 1 leachate sample, duplicate, equipment blank, and field blank obtained during routine monitoring event.

Professional Services

Technician	hour	\$110	4	\$440		
Geo Practice Leader	hour	\$235	1	\$235		

Equipment

Per Location Charge	each	\$25	4	\$100		
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Laboratory Analyses

PFAS Compounds	each	\$350	7	\$2,450		
Outside Service Mark Up (10%)				\$245		
		Admin/Comm Fee (5% of labor)		\$34		
		Total for sampling and analysis				\$3,504

Task 3 - Report

SCOPE: Prepare report for PFAS sampling and analysis results

Professional Services

Admin	hour	\$83	1	\$83		
Drafter	hour	\$123	1	\$123		
Project Geologist	hour	\$137	10	\$1,370		
Geo Practice Leader	hour	\$235	2	\$470	\$2,046	
		Admin/Comm Fee (5% of labor)			\$102	
		Total for one standard report				\$2,148



GAVIN NEWSOM
GOVERNOR

JARED BLUMENFELD
SECRETARY FOR
ENVIRONMENTAL PROTECTION

Central Valley Regional Water Quality Control Board

March 20, 2019

CERTIFIED MAIL: 7004 1160 0002 0459 5251

COUNTY OF MARIPOSA
4639 BEN HUR ROAD
MARIPOSA, CA 95338

WATER CODE SECTION 13267 ORDER WQ 2019-0006-DWQ FOR THE DETERMINATION OF THE PRESENCE OF PER- AND POLYFLUOROALKYL SUBSTANCES AT MARIPOSA COUNTY LANDFILL, MARIPOSA COUNTY, L10008183603

The enclosed Order was issued pursuant to Water Code section 13267 by the State Water Resources Control Board (State Water Board) and requires that COUNTY OF MARIPOSA submit information to the Central Valley Regional Water Quality Control Board (Regional Water Board).

MARIPOSA COUNTY LANDFILL is identified as a facility that has accepted, stored, or used materials that may contain per- and polyfluoroalkyl substances (PFAS). Order WQ 2019-0006-DWQ requires you to submit technical reports to investigate PFAS impacts to your site as specified in the Order attachment. If you do not accept these materials, you may submit the completed questionnaire included in the Order.

If you have any questions regarding this Order, please contact Robert Busby at (916) 464-4666 or by email at Robert.Busby@waterboards.ca.gov. Additional questions can be sent via email to pfas@waterboards.ca.gov. PFAS related State Water Board activities, information, and contact information can be found at <http://waterboards.ca.gov/pfas>.

A handwritten signature in black ink that reads "Patrick Pulupa".

Patrick Pulupa, ESQ.
Executive Officer

Enclosure: Order WQ 2019-0006-DWQ

cc (via email): Robert Busby, Central Valley Regional Water Board

KARL E. LONGLEY SCD, P.E., CHAIR | PATRICK PULUPA, ESQ., EXECUTIVE OFFICER

11020 Sun Center Drive #200, Rancho Cordova, CA 95670 | www.waterboards.ca.gov/centralvalley



CERTIFICATE OF LIABILITY INSURANCE

5/1/2020

DATE (MM/DD/YYYY)
4/17/2019

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).

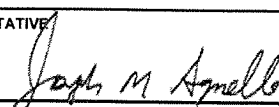
PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></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> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER F :														
INSURED 1408245 GOLDER ASSOCIATES INC. 3801 PGA Boulevard Suite 603 Palm Beach Gardens FL 33410														

COVERAGES PARENT CERTIFICATE NUMBER: 15415715 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	Y	Y	GLO5393921	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY	N	Y	BAP5393920	5/1/2019	5/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC5393917	5/1/2019	5/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: 18101833 - MARIPOSA LF MONITOR 18-19 - MARIPOSA, CALIFORNIA. COUNTY OF MARIPOSA, ITS OFFICERS, OFFICIALS, EMPLOYEES, AND VOLUNTEERS ARE ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY, AS REQUIRED BY WRITTEN CONTRACT. THE GENERAL LIABILITY IS PRIMARY, WITH THE ADDITIONAL INSURED'S OWN COVERAGE EXCESS AND NON-CONTRIBUTORY. WAIVER OF SUBROGATION IN FAVOR OF COUNTY OF MARIPOSA APPLIES TO GENERAL AND AUTO LIABILITY, AND WORKERS COMPENSATION, AS REQUIRED BY WRITTEN CONTRACT AND ALLOWED BY LAW. CERTIFICATE HOLDER WILL RECEIVE 30 DAYS NOTICE OF CANCELLATION ON THE GENERAL LIABILITY, AUTO AND WORKERS COMPENSATION, EXCEPT 10 DAYS NOTICE WILL BE PROVIDED IN THE EVENT OF NONPAYMENT OF PREMIUM.

CERTIFICATE HOLDER 15415715 COUNTY OF MARIPOSA 4639 BEN HUR ROAD MARIPOSA CA 95338	CANCELLATION 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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INSURER: Zurich American Insurance Company
POLICY NO: GLO5393921

Additional Insured - Automatic - Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II - **Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. 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 or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

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 written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies: This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or 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.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV - **Commercial General Liability Conditions**:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. 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 non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section **IV - Commercial General Liability Conditions** :

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV - Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and noncontributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, 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 written contract or written agreement referenced in Paragraph A. of this endorsement; 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.

All other terms and conditions of this policy remain unchanged.

U-GL-1175F CW (04/13)

GENERAL LIABILITY
INSURER: Zurich American Insurance Company

Other Insurance Amendment - Primary and Non-Contributory

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO5393921	5/1/2019	5/1/2020	5/1/2019			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: GOLDER ASSOCIATES INC.

This endorsement modifies insurance provided under the: Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section IV - Commercial General Liability Conditions:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV - Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

U-GL-1327-B CW (04/13)

INSURER:Zurich American Insurance Company

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GLO5393921	5/1/2019	5/1/2020	5/1/2019			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

U-GL-925-B CW (12/01)

Blanket Notification to Others of Cancellation or Non-Renewal

POLICY NO.: GLO5393921

EFF. DATE: 5/1/2019

EXP. DATE: 5/1/2020

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

- A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such List:
 - 1. Must be provided to us prior to cancellation or non-renewal;
 - 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 - 3. Must be in an electric format that is acceptable to us.
- B. Our notification as described in Paragraph A. of this endorsement will be based on the most recent list in our records as the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
 - 1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C. Our mailing or delivery of notification described in Paragraphs A. and B. of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - 1. Extend the Coverage Part cancellation or non-renewal date;
 - 2. Negate the cancellation or non-renewal; or
 - 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs A. and B. of this endorsement.

All other terms and conditions of this policy remain unchanged.

U-GL-1521-A CW (10/12)

Named Insured: Golder Associates, Inc.
Policy Number: BAP5393920
Carrier: Zurich American Insurance Company

**COVERAGE EXTENSION ENDORSEMENT
- BUSINESS AUTO COVERAGE FORM -**

P. Waiver of Transfer of Rights of Recovery Against Others To Us

The following is added to the **Transfer of Rights of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

U-CA-424-E CW (04/11)

Policy Number: BAP5393920
Eff. Date of Pol.:5/1/2019
Exp. Date of Pol.:5/1/2020

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:
Commercial Automobile Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names ,and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph A. of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or .
 - b. Non-renewal, but not including conditional notice of renewal.

C. Our mail delivery of notification described in Paragraphs A. and B. of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provided any additional insurance that would not have been provided in the absence of this endorsement.

All other terms and conditions of this policy remain unchanged.

INSURED: Zurich American Insurance Company
POLICY NO:WC5393917

WC 00 03 13

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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.)

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

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

INSURED: Zurich American Insurance Company
POLICY NO: WC5393917

WC 99 06 33

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT

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

PART SIX
CONDITIONS

- A. If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.
- B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C. If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
PER LIST/SCHEDULE ON FILE WITH THE COMPANY	

All other terms and conditions of this policy remain unchanged.

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.)