RESOLUTION - ACTION REQUESTED 2019-346

MEETING: June 18, 2019

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Approve an Agreement with Golder Associates Inc.

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Golder Associates, Inc. for Monitoring and Reporting for the Mariposa County Landfill in the Not-To-Exceed Amount of $38,893; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Golder Associates, Inc. has been invaluable to the County in providing technical assistance to the Solid Waste & Recycling Division, including the preparation of annual and semi-annual waste discharge reports and other water quality-related testing, analysis and reporting. This reporting is required to maintain compliance with the solid waste facility permit and other governing documents.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Public Works has been utilizing the services provided by Golder Associates, Inc. for several years and as such the knowledge regarding this project and the site is invaluable.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, would result in the loss of the necessary access to expertise needed to meet regulatory requirements at the landfill.

FINANCIAL IMPACT:
Funding for this agreement has been included in the submitted FY19-20 Solid Waste Budget.

ATTACHMENTS:
Golder Assoc, Inc 19-055(PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Marshall Long, District III Supervisor
SECONDER: Merlin Jones, District II Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey
AGREEMENT FOR WATER QUALITY AND GAS MONITORING AT THE
MARIPOSA COUNTY LANDFILL

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of June, 2019, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Golder Associates, Inc., a ("Contractor"), pursuant to the following terms and conditions.

WITNESSETH:

1. TERM

The term of this Agreement shall commence on July 1, 2019 and terminate on June 30, 2020 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform water quality and gas monitoring and the Mariposa County Landfill as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $38,893. The Contractor’s hourly rates are listed in Exhibit B, “Cost Proposal.” The County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

Contractor shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO)Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations,
property damage, bodily injury and personal and advertising injury with limits of $2,000,000 per occurrence. If a general aggregate limit applies, or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto, (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits of $1,000,000 per accident for bodily injury and property damage.

(3) Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

(4) Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor’s profession, with limit no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provision:

(1) Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, the Contractor’s insurance coverage shall be primary insurance with respect to Contractor’s negligent performance of the services as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer excluding Worker’s Compensation and Professional Liability of said Contractor may acquire against the County by virtue of the payment of any loss under
such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the County.

(7) Verification of Coverage: Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them.

(8) Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

(9) Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

5. HOLD HARMLESS/INDEMNIFICATION

Contractor shall hold harmless, defend and indemnify County and its officers, employees, agents, and volunteers, from and against any negligent liability, loss, damage, expense, costs (including reasonable costs and fees of litigation) arising out of or in connection with Contractor’s negligent performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of County.

6. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)
In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8.  STATE AND FEDERAL TAXES

As Contractor is not County’s employee, Contractor is responsible for paying all required state and federal taxes. In particular:

   a. County will not withhold FICA (Social Security) from Contractor’s payments;
   b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
   c. County will not withhold state or federal income tax from payment to Contractor;
   d. County will not make disability insurance contributions on behalf of Contractor;
   e. County will not obtain workers’ compensation insurance on behalf of Contractor.

9.  ASSIGNMENT

It is understood and agreed that this Agreement contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express written consent of the County.

10. NOTICE

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

CONTRACTOR:
Golder Associates, Inc.
425 Lakeside Dr.
Sunnyvale, CA 94085
408.220.9223

COUNTY:
Public Works
4639 Ben Hur Rd.
Mariposa, CA 95338
209.966.5356

11. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinance and regulations applicable to Contractor’s performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment
discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

12. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

13. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and the Director of Public Works & Transportation. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

14. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

15. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination.

B. Either party may terminate this Agreement for convenience upon thirty (30) calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.
16. **NO WAIVER**

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

17. **DISPUTES**

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney’s fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

18. **CAPTIONS**

The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

19. **NUMBER AND GENDER**

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word “person” includes corporations, partnerships, firms or associations, wherever the context so requires.

20. **MANDATORY AND PERMISSIVE**

“Shall” is mandatory. “May” is permissive.

21. **SUCCESSORS AND ASSIGNS**

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

22. **COUNTERPARTS**

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

23. **OTHER DOCUMENTS**

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.
24. **CONTROLLING LAW**

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

25. **AUTHORITY**

Each party and each party’s signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the agreement shall comply with all requirements of law, including capacity and authority to amend or modify the Agreement.

26. **NEGOTIATED AGREEMENT**

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

27. **NO RELIANCE ON REPRESENTATIONS**

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

28. **WARRANTY**

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor’s work by County shall not operate as a waiver or release.

29. **FUNDING AVAILABILITY**

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, the County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services rendered prior to such termination and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor’s
assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to such reduction or modification of the County budget, or offer an Agreement amendment to Contractor to reflect the reduced amount.

**Funding Source: 601-0404-651-0418**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

**COUNTY OF MARIPosa**

Miles Menetrey, Chair
Board of Supervisors

**CONTRACTOR**

Golder Associates, Inc.

**ATTEST:**

Rene LaRoche
Clerk of the Board

**APPROVED AS TO FORM:**

Steven W. Dahlem
County Counsel
May 22, 2019

Mr. Samuel Cerveny
Mariposa County Department of Public Works
4639 Ben Hur Road
Mariposa, CA 95338

PROPOSAL PRESENTING SCOPE OF WORK AND COST ESTIMATE, 2019 – 2020 WATER QUALITY AND LANDFILL GAS MONITORING AND REPORTING, MARIPOSA COUNTY LANDFILL

Dear Mr. Cerveny:

This letter presents Golder Associates Inc.’s (Golder) proposal with scope of work and cost estimate to perform groundwater, surface water, landfill gas, and leachate monitoring and reporting for the Mariposa County Landfill during the second half of 2019 through June 2020. The proposed scope of work is based on Monitoring and Reporting Program (MRP) No. R5-2003-0094 and the perimeter landfill gas (LFG) migration monitoring requirements. The 5-year constituent of concern (COC) monitoring event was last completed during fourth quarter 2016 (the next COC monitoring event will be in 2021).

Proposed Monitoring and Reporting Scope of Work

To address the requirements of MRP No. R5-2003-0094 and State landfill gas migration monitoring, Golder proposes to:

- Measure the depth to water in each site monitoring well quarterly.
- Sample the seven site monitoring wells and the off-site Bardini well semi-annually.
- Sample three surface water points semi-annually, if water is present.
- Sample three perimeter landfill gas probes for VOCs on a semi-annual schedule.
- Monitor five perimeter landfill gas probes for methane, CO2, and oxygen quarterly.
- Sample three leachate points annually.
- Submit samples to a California state-certified analytical laboratory (BC Laboratories).
- Produce a semi-annual and annual monitoring report per the WDR/MRP requirements.
- Prepare a quarterly perimeter LFG monitoring report for submittal to the County LEA.
It is our understanding that County personnel will perform the monthly leachate monitoring for total flow, flow rate, electrical conductivity, and pH required in the WDR/MPR, in addition to the required structure landfill gas monitoring.

All sampling and analysis will be performed in accordance with the protocol described in Golder’s Groundwater Sampling and Laboratory Procedures. Field measurements of pH, specific conductance, temperature, and turbidity will be taken and recorded on water sample field data sheets. Samples will be properly preserved and stored on the day of sampling. Chain-of-custody documentation will accompany the samples through collection and delivery to a State-certified analytical laboratory.

The following summarizes the work schedule covered by this proposal:

- July 2019 – first semi-annual monitoring report and second quarter gas monitoring report
- September 2019 – third quarter perimeter gas monitoring and report
- December 2019 – fourth quarter gas and second semi-annual
- March 2020 - first quarter perimeter gas monitoring and report
- June 2020 - second quarter perimeter gas monitoring and first semi-annual monitoring

**Additional Work for PFAS Water Code Section 13267 Order WQ 2019-0006-DWQ**

The Regional Water Quality Control Board (RWQCB) issued a letter dated March 20, 2019 regarding Water Code Section 13267 Order WQ 2019-0006-DWQ, requiring a workplan, sampling, and reporting for a one-time leachate and groundwater assessment of potential PFAS impacts at the Mariposa County Landfill. Golder provided the County with a proposal to complete the required PFAS work dated April 2, 2019. The County issued an amendment to the agreement between Golder and the County for the PFAS workplan, sampling, and reporting. The workplan was prepared and submitted to the RWQCB but the remaining work (sampling and reporting) may not be completed in the 2018-2019 fiscal year, as we are awaiting RWQCB approval of the workplan. The costs to complete the PFAS sampling and reporting, that were included in the April 2, 2019 proposal, have been included in this proposal as tasks 4 and 5. The funds for this work would only be used if the work was not performed before June 30, 2019. 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 with the information required in the 13267 Order.

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

**Deliverables**

Golder will prepare semi-annual and annual monitoring reports containing the information required by the MRP. The reports will include a summary of the site conditions, discussion of the monitoring event results, tabulated analytical results, time-concentration graphs of data, statistical analyses, Piper graph of inorganic chemistry data, groundwater contour maps, groundwater flow velocity calculations, and an evaluation of field and laboratory QC data. In addition, each report shall include all back-up data such as field data sheets, chain-of-custody
documentation, and certified analytical reports. Golder will incorporate information provided by County personnel to address other requirements of the MRP. This information includes site inspections, leachate extraction volumes, and standard observations. The semiannual monitoring reports will be uploaded to the State GeoTracker website. Quarterly perimeter landfill gas migration monitoring reports will be prepared for submittal to the county LEA.

**Schedule**

Reporting for the first semi-annual monitoring period (January through June) will take place in July. Sampling for the second semi-annual monitoring period (July through December) will be performed in the latter half of the monitoring period (November or December). This sampling interval will provide samples that are obtained during the wet and dry seasons. Draft monitoring reports will be provided at least two weeks prior to their due dates (July 31, 2019 and January 31, 2020), if all supporting information is provided by the County in time. The report for the first semi-annual 2020 monitoring period (January 2020 through June 2020) is not included in this proposal, because the work will be completed in July 2019 during the next County fiscal year.

**Cost**

Golder proposes to complete the WDR/MRP and perimeter landfill gas monitoring scope described above, and the PFAS sampling and reporting (if needed during the upcoming fiscal year) for an estimated fee of $38,893 (see attached cost estimate). We will bill you on a time and expenses basis and will not exceed our estimate without your prior approval.

Golder sincerely values its relationship with Mariposa County, and is appreciative of the opportunity to provide this proposal. Please feel free to call if you have any questions.

Sincerely,

Golder Associates Inc.

Kris H. Johnson
Associate/Geology Practice Leader

Attachments:  Cost Estimate
Professional Rate Schedule for 2019

## SUMMARY:

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<tr>
<th>ITEM DESCRIPTION</th>
<th>UNIT</th>
<th>UNIT COST</th>
<th>QUANTITY</th>
<th>TOTAL COST</th>
<th>SUB- TOTAL</th>
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<td><strong>Task 1 - Sampling</strong></td>
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This cost estimate is based on MRP R5-2003-0094. For July 2019 through June 2020.

### Task 1 - Sampling

**Quarterly Water Levels & Gas Monitoring/Reporting**

**SCOPE:** Measure water levels quarterly. Measure perimeter gas probes and structures and prepare report. 3Q, 1Q

**Professional Services**

- Technician: $110/hour for 12 hours = $1,320
- Project Geologist: $135/hour for 1 hour = $135
- Geo Practice Leader: $240/hour for 0.5 hour = $120

**Equipment**

- Field Vehicle (4x4): $125/day for 1 day = $125
- Portable Landfill Gas Meter: $100/day for 1 day = $100
- Water Level Indicator: $20/day for 1 day = $20

Admin/Comm Fee (5% of labor): $79

**Total for one quarterly event:** $1,899

### Semiannual Sampling

**SCOPE:** Measure water levels and sample all site monitoring points.

Includes 7 groundwater wells, 1 water supply well, 3 surface water, and 3 gas probes semi-annually, and 3 leachate points annually.

**Professional Services**

- Technician: $110/hour for 32 hours = $3,520
- Geo Practice Leader: $240/hour for 1 hour = $240

**Equipment**

- Field Vehicle (4x4): $125/day for 2 days = $250
- Per Location Charge: $25/each for 14 locations = $350
- Filters: $18/each for 11 locations = $198

Admin/Comm Fee (5% of labor): $188

**Total for one SA event:** $4,746

**Total for 2 quarterly & 2 semiannual:** $13,290

### Task 2 - Laboratory Analysis

**SCOPE:** sample kit delivery, sample transport, analyses, field and lab QA/QC, electronic deliverable, 15-day turnaround.

- TDS: $10/each for 22 samples = $220
- Alkalinity (bicarbonate, carbonate): $16/each for 22 samples = $352
- Chloride: $9/each for 22 samples = $198
- Nitrate/nitrite as N: $10/each for 22 samples = $220
- Sulfate: $9/each for 22 samples = $198
- Ca, Mg, K, Na: $33/each for 22 samples = $726
- TO-14, methane: $150/each for 6 samples = $900
- VOCs (EPA 8260, App. I): $70/each for 22 samples = $1,540

**Total:** $4,354
May 2019

Task 3 - Semi-annual/Annual Reporting
SCOPE: Prepare, assemble, distribute semi-annual and annual reports. Geotracker upload.

**Professional Services**
- Admin: hour $80 2 $160
- Drafter: hour $130 2 $260
- Staff Geologist: hour $115 32 $3,680
- Project Geologist: hour $135 16 $2,160
- Geo Practice Leader: hour $240 4 $960
- Admin/Comm Fee (5% of labor) $361
- **Total for one standard report** $7,581
- **Total for one year** $15,162

Task 4 - PFAS Sampling & Analysis (if not completed in June 2019)
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

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

Task 5 - PFAS 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

**Project Total for July 2019 through June 2020** $38,893
Invoices from Golder Associates Inc. include all labor charges, other direct costs, and costs associated with in-house services. Charges include only those services directly attributable to the execution of the work. Time spent when traveling in the interest of the work will be charged in accordance with the hourly rates. Rates for Professional services related to expert testimony, including time spent in depositions and the preparation and presentations of testimony, are available upon request.

Labor charges are based upon standard hourly billing rates for each category of staff. The billing rates include costs for salary, payroll taxes, insurance associated with employment, benefits (including holiday, sick leave, and vacation), administrative overheads, and profit. Rates by labor category are as follows:

<table>
<thead>
<tr>
<th>Billing Level</th>
<th>Personnel Category</th>
<th>Hourly Rate (U.S.$)</th>
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</tr>
<tr>
<td>D3</td>
<td>Senior Draftsperson</td>
<td>$120.00</td>
</tr>
<tr>
<td>D4</td>
<td>Senior Draftsperson</td>
<td>$130.00</td>
</tr>
<tr>
<td>C1</td>
<td>Engineer/Scientist</td>
<td>$105.00</td>
</tr>
<tr>
<td>C2</td>
<td>Staff Engineer/Scientist</td>
<td>$115.00</td>
</tr>
<tr>
<td>C3</td>
<td>Project Engineer/Scientist</td>
<td>$135.00</td>
</tr>
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<td>C4</td>
<td>Senior Project Engineer/Scientist</td>
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</tr>
<tr>
<td>C5</td>
<td>Senior Engineer/Scientist</td>
<td>$180.00</td>
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<tr>
<td>C6</td>
<td>Senior Consultant</td>
<td>$220.00</td>
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<tr>
<td>C7</td>
<td>Practice/Program Leader</td>
<td>$240.00</td>
</tr>
<tr>
<td>C8</td>
<td>Sr. Practice/Program Leader</td>
<td>$260.00</td>
</tr>
</tbody>
</table>

Other direct costs, including materials, travel, subsistence, and subcontractor costs, will be invoiced at cost plus a minimum general and administrative fee of 10%.

An Office Service Fee for direct project non-labor office costs including mail, telephone, fax transmissions, personal computers as well as reasonable and customary in-house photocopying will be billed at a minimum of 5% of the total labor fees. The Office Service Fee does not include CAD/GIS computers, color photocopies, outsourced photocopies/reproductions or drawing reproduction. These services will be billed at the following rates:

<table>
<thead>
<tr>
<th>SERVICE</th>
<th>RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>CAD/GIS Computers</td>
<td>$20/hour</td>
</tr>
<tr>
<td>Color Photocopies (8.5x11 size)</td>
<td>$0.08/page</td>
</tr>
<tr>
<td>Color Photocopies (11x17 size)</td>
<td>$0.16/page</td>
</tr>
<tr>
<td>Color Plotter (D&amp;E size)</td>
<td>$12.00/plot</td>
</tr>
</tbody>
</table>

Rates for laboratory services and use of equipment owned by Golder Associates Inc. will be provided upon request.
CERTIFICATE OF LIABILITY INSURANCE

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 (Alt. No. Ext.):

FAX (Alt. No.):

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

INSURER A: Zurich American Insurance Company
16535

INSURER B:

INSURER C:

INSURER D:

INSURER E:

CERTIFICATE NUMBER: 15415715

REVISED NUMBER: XXXXXXX

COVERAGE

PARENT CERTIFICATE NUMBER: 15415715

REVISION NUMBER: XXXXXXX

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.

<table>
<thead>
<tr>
<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>ADDED SUBROGATION LIMIT APPLIES PER:</th>
<th>POLICY NUMBER</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CLAIMS-MADE</td>
<td>GLO5393921</td>
<td>5/1/2019</td>
</tr>
<tr>
<td></td>
<td></td>
<td>OCCUR</td>
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<td>5/1/2020</td>
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</tr>
<tr>
<td>A</td>
<td>AUTOMOBILE LIABILITY</td>
<td>ANY AUTO</td>
<td>BAP5393920</td>
<td>5/1/2019</td>
</tr>
<tr>
<td></td>
<td></td>
<td>OWNERED AUTOS ONLY</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>HIRED AUTOS ONLY</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td>SCHEDULED AUTOS NON-OWNED AUTOS ONLY</td>
<td></td>
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<td>OCCUR</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>CLAIMS-MADE</td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>WORKERS COMPENSATION</td>
<td>AND EMPLOYER'S LIABILITY</td>
<td>WC5393917</td>
<td>5/1/2019</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)</td>
<td></td>
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<td></td>
<td></td>
<td>If yes, please see under DESCRIPTION OF OPERATIONS below</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>N/A</td>
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</tbody>
</table>

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

RE: 1810183 - MARIPOSA LF MONITOR 18-19 - MARIPOSA, CALIFORNIA. COUNTY OF MARIPOSA, ITS OFFICERS, OFFICIALS, EMPLOYEES, AND VOLUNTEERS ARE ADDITIONAL INSURED'S WITH RESPECT TO GENERAL LIABILITY, AS REQUIRED BY WRITTEN CONTRACT. THE GENERAL LIABILITY IS PRIMARY, WITH THE ADDITIONAL INSURED'S OWN COVERAGE EXCEPT 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 10 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

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<tbody>
<tr>
<td>GLO5393921</td>
<td>5/1/2019</td>
<td>5/1/2020</td>
<td>5/1/2019</td>
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</table>

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 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

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</thead>
<tbody>
<tr>
<td>GLO5393921</td>
<td>5/1/2019</td>
<td>5/1/2020</td>
<td>5/1/2019</td>
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<td></td>
</tr>
</tbody>
</table>

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 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)
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)
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 non-payment 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. Provide 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

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

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.

<table>
<thead>
<tr>
<th>SCHEDULE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name and Address of Other Person(s) / Organization(s):</td>
</tr>
<tr>
<td>PER LIST/SCHEDULE ON FILE WITH THE COMPANY</td>
</tr>
</tbody>
</table>

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.)