

**SIXTH AMENDMENT TO AGREEMENT FOR THE  
OPERATION OF THE WILLOW CREEK, ORICK, REDWOOD VALLEY AND ORLEANS  
SOLID WASTE CONTAINER SITES,  
AND THE HAULING OF REFUSE FROM THE WILLOW CREEK, ORICK, REDWOOD  
VALLEY, ORLEANS AND WEITCHPEC CONTAINER SITES**

This Sixth Amendment to the Agreement for the Operation of the Willow Creek, Orick, Redwood Valley and Orleans Solid Waste Container Sites and the Hauling of Refuse from the Willow Creek, Orick, Redwood Valley, Orleans and Weitchpec Container Sites dated December 13, 2011, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Gregory and Christine Cain, and assigned to Humboldt Sanitation Company, Inc., a California corporation, hereinafter referred to as "CONTRACTOR," shall be effective as of July 1, 2016.

**RECITALS**

WHEREAS, on December 13, 2011, COUNTY and CONTRACTOR entered into an agreement to operate and maintain the Willow Creek, Orick, Redwood Valley and Orleans solid waste container sites, and to haul waste from the Willow Creek, Orick, Redwood Valley, Orleans and Weitchpec solid waste container sites ("Operation and Hauling Agreement"), for the purpose of collecting, transporting and disposing of solid waste and source separated recyclable materials from January 1, 2012 to December 31, 2021; and

WHEREAS, the parties desire to amend the Operation and Hauling Agreement to adjust the compensation payable to CONTRACTOR for the handling of solid waste pursuant to said Operation and Hauling Agreement; and

WHEREAS, the parties desire to amend the Operation and Hauling Agreement in order to incorporate Quarterly and Annual Site Report Forms to include data required of all California jurisdictions by CalRecycle.

NOW THEREFORE, the parties mutually agree as follows:

1. Section 16(A) of the Operation and Hauling Agreement is hereby deleted in its entirety and replaced with the following:

**16. PAYMENT TO CONTRACTOR**

- A. Payment Amount. COUNTY shall pay CONTRACTOR a fixed annual payment as specified in the "Price form for the operation, maintenance and transport of waste from the four solid waste container sites in northeastern Humboldt County and transport of waste from the Weitchpec container site," in **Attachment 1** for the period of July 1, 2016 to June 30, 2017.

The total annual amount payable to CONTRACTOR, as may be modified pursuant to the provisions of this Section or Sections 17, 18, or 19, shall be known as the "Payment Amount." Payment shall be made in twelve (12) monthly installments, according to the procedure set forth in Section 16(B) of this Agreement.

If Gate Fees or Disposal Rates are changed, the Payment Amount shall be adjusted as provided for in Sections 17(B) or 18(B) of this Agreement.

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If any alternate disposal sites are designated, the Payment Amount shall be adjusted as provided for in Section 18(C) of this Agreement.

If any container sites are closed or new container sites are opened, the Payment Amount shall be adjusted as provided for in Section 19 of this Agreement.

2. The Operation and Hauling Agreement is hereby amended to delete Attachment 1 – Northern Container Sites Price Form and replace it in its entirety with the revised Northern Container Sites Price Form, which is attached hereto and incorporated herein by reference. The modified version of Attachment 1 – Northern Container Sites Price Form attached hereto shall supersede any and all prior versions thereof as of the effective date of this Sixth Amendment.
3. The Operation and Hauling Agreement is hereby amended to delete Attachment 2 – Standard of Fee Collection and replace it in its entirety with the revised Standard of Fee Collection, which is attached hereto and incorporated herein by reference. The modified version of Attachment 2 – Standard of Fee Collection attached hereto shall supersede any and all prior versions thereof as of the effective date of this Sixth Amendment.
4. The Operation and Hauling Agreement is hereby amended to delete Attachment 3 – List of Fees and Charges for Recyclable Materials Accepted at Sites and replace it in its entirety with the revised List of Fees and Charges for Recyclable Materials Accepted at Sites, which is attached hereto and incorporated herein by reference. The modified version of Attachment 3 – List of Fees and Charges for Recyclable Materials Accepted at Sites attached hereto shall supersede any and all prior versions thereof as of the effective date of this Sixth Amendment.
5. Section 20 of the Operation and Hauling Agreement is hereby deleted in its entirety and replaced with the following:

## **20. REPORTING AND RECORDKEEPING**

- A. Books and Records. CONTRACTOR shall keep daily records of all waste and recyclable materials transported, fees collected and recyclable materials sold, in a form acceptable to COUNTY, and COUNTY shall have the right to inspect the same at any time during regular business hours. The records will also show the weight of all waste and recyclable materials transported, the name of the container site from which the waste and recyclable materials were collected and the number of labor and equipment hours and materials utilized in operating the container site collection system. Such records shall also include a log of all maintenance and repair work performed at each site and on the containers, as well as a record of all non-ordinary occurrences, complaints and responses thereto.
- B. Monthly Fee Summaries. CONTRACTOR shall, within fifteen (15) days of the end of each month, present to COUNTY a Monthly Summary of the fees collected, recyclable materials sold, tons of waste and tons and types of recyclable materials hauled, number of trips and number of containers hauled and all ordinary labor and equipment hours, not including maintenance and repairs, for each container site to accompany invoices submitted to COUNTY.
- C. Quarterly and Annual Site Reports. CONTRACTOR shall provide COUNTY with Quarterly Site Reports (**Attachment 4**) and Annual Site Reports (**Attachment 5**) following the schedule below:



Reporting Period

Quarter: July to September  
Quarter: October to December  
Quarter: January to March  
Quarter: April to June  
Annual: January to December

Due

November 15 of the same calendar year  
February 15 of the following calendar year  
May 15 of the same calendar year  
August 15 of the same calendar year  
April 1 of the following calendar year

CONTRACTOR shall supply additional information, when requested by the Contract Administrator, as specified by the California Department of Resources Recycling and Recovery (CalRecycle) and other State or local laws.

CONTRACTOR agrees that COUNTY shall provide copies of the above-referenced reports to the agency or entity that COUNTY has contracted with to transmit periodic reports to CalRecycle.

Failure to comply with reporting requirements as required by law shall be subject to the following penalties and may be considered grounds for termination of this Agreement:

1. \$50.00 for the first occurrence;
2. \$100.00 for the second occurrence;
3. \$200.00 for the third occurrence;
4. Termination of Agreement.

**D.** Audits – CONTRACTOR shall keep records of the gate fees collected in the exercise of this Agreement, and shall submit a declaration under penalty of perjury as to the amount of the gate fees received. In the event that CONTRACTOR requests an increase to the Payment Amount in excess of the CPI, COUNTY shall have the right to audit and examine records of the gate fees of CONTRACTOR, at its own expense, or the CONTRACTOR may elect to hire an independent certified public accountant approved by the Humboldt County Auditor-Controller to perform an audit, if required. In the event that such audit concludes that under-reporting by CONTRACTOR to COUNTY of two percent (2%) or more has occurred, CONTRACTOR shall reimburse COUNTY for any costs incurred in performing the audit. In the event that such audit finds no evidence of gate fees not recorded as received, COUNTY shall reimburse CONTRACTOR in the amount equal to COUNTY'S cost to have performed the audit itself. In the event that such audit finds evidence of gate fees not recorded as received, but less than 2% away from the correct amount, CONTRACTOR and COUNTY shall share equally the cost incurred by COUNTY to perform the audit.

6. Except as modified herein, the Operation and Hauling Agreement dated December 13, 2011, as previously amended, shall remain in full force and effect. In the event of a conflict between the provisions of this Sixth Amendment and the original Operation and Hauling Agreement, or any prior amendments thereto, the provisions of this Sixth Amendment shall govern.

[Signatures on Following Page]

from the correct amount, CONTRACTOR and COUNTY shall share equally the cost incurred by COUNTY to perform the audit.

6. Except as modified herein, the Operation and Hauling Agreement dated December 13, 2011, as previously amended, shall remain in full force and effect. In the event of a conflict between the provisions of this Sixth Amendment and the original Operation and Hauling Agreement, or any prior amendments thereto, the provisions of this Sixth Amendment shall govern.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have entered into this Sixth Amendment as of the dates indicated below.

*TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:*

*(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND*

*(2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.*

**HUMBOLDT SANITATION COMPANY, INC.:**

By: Gregory D. Cain Pres.  
Gregory D. Cain, President

Date: 5-31-16

By: Christine A. Cain CFO  
Christine A. Cain, CFO

Date: 5-31-16

**COUNTY OF HUMBOLDT:**

By: Mark Lovelace  
Mark Lovelace  
Chair, Board of Supervisors

Date: 6/21/16

**NORTHERN CONTAINER SITES PRICE FORM**  
**Effective July 1, 2016**

Attachment 1

Site	Tons*	# Trips	Hrs/ wk	A. Site Costs	B. Haul Costs	C. Fuel	D. Disposal Costs	E. Overhead & Profit	OPERATING COST	F. Est. Revenue	G. NET COST
Willow Creek	773.31	66.5	26.54	41,679.47	46,830.34	10,977.34	\$99,765	54,975.66	\$254,228	\$151,441	\$102,787
Orleans	17.06	4.0	19.71	25,930.01	6,131.46	1,473.81	\$2,201	9,851.31	\$45,588	\$5,726	\$39,862
Orick	11.75	4.0	6.00	13,454.75	6,131.46	736.90	\$1,516	6,471.72	\$28,311	\$3,944	\$24,367
Redwood Valley	9.10	5.0	5.88	14,373.16	5,900.21	479.17	\$1,174	6,551.79	\$28,478	\$3,054	\$25,424
Weitchpec	149.51	20.0	0.00	-	6,940.83	1,744.25	\$19,288	5,718.38	\$33,692	\$0	\$33,692
<b>TOTAL:</b>	<b>960.73</b>	<b>99.5</b>	<b>58.13</b>	<b>\$95,437</b>	<b>\$71,934</b>	<b>\$15,411</b>	<b>\$123,944</b>	<b>\$83,569</b>	<b>\$390,296</b>	<b>\$164,164</b>	<b>\$226,132</b>
	from monthly reports	from monthly reports	by agreement	by agreement	by agreement		tons x disposal cost	by agreement	sum of costs	tons x fee	total cost - revenue

PRICE FORM for the operation, maintenance and transport of waste from the four solid waste container sites in northeastern Humboldt County (Willow Creek, Orleans, Orick and Redwood Valley), and transport of waste from the Weitchpec container site to the County's authorized disposal site. Based on 100% HWMA disposal cost @ **\$ 129.01** per ton

Annual Adjustment: CPI less energy 1.8378%  
 Fuel Index -27.4289%

Total Annual Payment from County \$226,131.56  
 Less: Environmental Liability Coverage 0.00 Contractor has own coverage  
 Net Annual Payment from County: \$ 226,131.56

Amount Due from County per Month \$18,844.30

\*Tonnage Totals are from Jan 1, 2015 thru Dec 31, 2015

Willow Creek Estimated Revenue			
	Tons*	Rate	Est Rev
ERD	742.33	\$ 190.00	\$ 141,042.70
Gen. Public	30.98	\$ 335.63	\$ 10,397.82
<b>TOTAL</b>	<b>773.31</b>		<b>\$ 151,440.52</b>

Orleans, Orick, Redwood Valley & Weitchpec Estimated Revenue			
	Tons*	Rate	Est Rev
Orleans	17.06	\$ 335.63	\$ 5,725.85
Orick	11.75	\$ 335.63	\$ 3,943.65
Redwood Valley	9.10	\$ 335.63	\$ 3,054.23
Weitchpec	149.51	\$ 335.63	\$ 48,117.00
<b>TOTAL</b>	<b>187.42</b>		<b>\$ 12,723.73</b>

Revenue ( 50(cans/ton)\*\$8.95\*75% = \$ 335.63



## Attachment 2

### Standard of Fee Collection

- A. Based on current fees:           \$8.95           per 30-gallon can  
  \$59.80           per cubic yard
- B. And the following assumptions average weight of a 30-gallon can = 40#  
  average weight of a cubic yard = 267#
- C. Using can-equivalents:       50 cans       = 1 ton  
  50 x \$8.95   = \$447.50 per ton
- D. Using cubic yard equivalents: 7.5 cu yd       = 1 ton  
  7.5 x \$59.80 = \$448.50 per ton
- E. Possible average revenue per ton at 100% of current fee level = **\$448.50 - \$ 447.50**
- F. Minimum adequate level of fee collection = 75% of \$448.50 - \$447.50 = **\$336.38 - \$335.63**

**Attachment 3****List of Fees and Charges for Recyclable Materials Accepted at Sites**

Standard recyclable materials are accepted at Willow Creek and Orleans, at no charge, including glass, CA redemption aluminum, CA Redemption #1 Plastic, and newspaper

Material Type	Cost per Unit	Conditions of Acceptance
Refrigerator/Freezer	\$30.00 each	with freon removed
Other appliances	\$30.00 each	
Hot Water Heater	\$20.00 each	
Burn Barrels	\$17.50 each	
Couch	\$30.00 each	
Chair	\$25.00 each	
Mattress or Box Spring	\$17.50 each	

Recycling Materials

For disposal of recyclable materials, Humboldt Sanition may charge between \$0 - \$29.90 per cubic yard.

**COUNTY OF HUMBOLDT  
SOLID WASTE COLLECTION QUARTERLY SITE REPORT**

**Attachment 4**

Quarter \_\_\_\_\_  
(Due by the 15th day of the second month following the end of each calendar quarter.)

**COUNTY OF HUMBOLDT**

**QUARTERLY SITE REPORT**

Site \_\_\_\_\_  
 Company Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City, State, Zip Code \_\_\_\_\_  
 Contact Name \_\_\_\_\_  
 Phone Number \_\_\_\_\_  
 Fax Number \_\_\_\_\_  
 E-mail Address \_\_\_\_\_

Add additional pages as necessary to report all collected materials that are not landfilled

**PUBLIC SELF-HAUL TONS ACCEPTED AT CONTRACTOR'S FACILITY OR SEPARATE FACILITY**

	Residential	Commercial	Total	Destination Facilities
Site >>>>>>>>>>				
Solid Waste				
Recycling & OCC				
Green Waste				
Ash				
C&D Recycling				
Carpet				
CRV				
E-waste				
Foodwaste				
Mattresses				
Non-CRV mixed recyclables				
OCC				
Oil filters				
Other Metals				
Sludge				
Used oil				
White Goods				
Total				

Add additional pages as necessary to report all accepted materials that are not landfilled.

How many times have you provided info about AB 341 to applicable customers?

\_\_\_\_\_  
If applicable, please describe, or attach copy of info provided.



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How many times have you provided info about AB 1826 to applicable customers?

If applicable, please describe, or attach copy of info provided.

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ADDITIONAL INFORMATION:

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The undersigned, under penalty of perjury, states that the information listed on the above Quarterly Site Report and gross receipts reported on a monthly basis are true and correct.

The undersigned, under penalty of perjury, also states that all tonnages collected and accepted are reported here, that they are reported to receiving landfills, by jurisdiction of origin, and that they are reported to HWMA for use in disposal reporting on behalf of Humboldt County

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Name of Preparer and Date

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Signature

Form Revised/Effective 7/1/16

**COUNTY OF HUMBOLDT  
SOLID WASTE COLLECTION ANNUAL SITE REPORT**

Attachment 5

Calendar Year (YYYY) \_\_\_\_\_

(Due April 1 following Calendar Year)

**CONTRACTOR INFORMATION**

Site \_\_\_\_\_  
 Company Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City, State, Zip Code \_\_\_\_\_  
 Contact Name \_\_\_\_\_  
 Phone Number \_\_\_\_\_  
 Fax Number \_\_\_\_\_  
 E-mail Address \_\_\_\_\_

**TONNAGE**

	Residential	Commercial	Total	Destination Facilities
Solid Waste				
Recycling & OCC				
Green Waste				
Ash				
C&D Recycling				
Carpet				
CRV				
E-waste				
Foodwaste				
Mattresses				
Non-CRV mixed recyclables				
OCC				
Oil filters				
Other Metals				
Sludge				
Used oil				
White Goods				

**Add additional diverted materials and tonnages on separate sheets.**

**NUMBER OF ACCOUNTS SERVED - SOLID WASTE**

Large Container: Monthly Service

1 CY	
1.5 CY	
2 CY	
2.5 CY	
3 CY	
4 CY	
5 CY	
6 CY	
7 CY	





How many times have you provided info about AB 341 to applicable customers?

If applicable, please describe, or attach copy of info provided.

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How many times have you provided info about AB 1826 to applicable customers?

If applicable, please describe, or attach copy of info provided.

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**NUMBER OF ACCOUNTS SERVED - GREEN WASTE**

	Residential	Commercial
Green Waste		
Rate?		

**DIVERSION PROGRAMS**

Describe any new waste diversion programs begun in the past year:

Describe any waste diversion programs discontinued in the past year:

Describe any economic incentives for diversion programs:

**Large=over 2,000 people**

**Large Events Served:**

Materials Collected	Tons	Tons	Tons	Tons	Tons
CRV					
Non-CRV					
OCC					
Compostables					
Total					

Add additional sheets as necessary

Y/N: Bulky Item Pick Up Service?

**GROSS RECEIPTS - SOLID WASTE**

Large Container:	Monthly
1 CY	
1.5 CY	
2 CY	



appropriate)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SUMMARY OF HAZARDOUS WASTE TRAINING**

Course Title	Number of Employees Trained	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**NUMBER OF NON-COLLECTION TAGS ISSUED**

(Provide number of tags issued by reason)

	Total
Hazardous Waste	_____
Improper Location	_____
Other (describe):	_____

**COLLECTION VEHICLE LOCATION**

(Provide address of each terminal that houses collection vehicles serving the County franchise area)

Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_

Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_

Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_

Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_

**ADDITIONAL INFORMATION:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



The undersigned, under penalty of perjury, states that the information listed on the above Annual Site Report are true and correct.

The undersigned, under penalty of perjury, also states that all tonnages collected and accepted are reported here, that they are reported to receiving landfills, by jurisdiction of origin, and that they are reported to HWMA for use in disposal reporting on behalf of Humboldt County

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Name of Preparer and Date

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Signature

Form Revised/Effective 7/1/16



MAR 21 2016 MBSAN-01

DWATTS

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/18/2016

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> George Petersen Insurance Agency, Inc. P.O. Box 3539 Santa Rosa, CA 95402	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (707) 525-4150 FAX (A/C, No): (707) 525-4175 E-MAIL ADDRESS: info@gpins.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Humboldt Sanitation Co, Inc. dba Humboldt Recycling, LLC P.O. Box 2812 Mc Kinleyville, CA 95519-2812	<b>INSURER A:</b> Financial Pacific Insurance Co <b>NAIC #</b> 31453	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

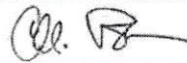
**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		60443997	03/18/2016	03/18/2017	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X		60443997	03/18/2016	03/18/2017	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 checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	X		60443997	03/18/2016	03/18/2017	EACH OCCURRENCE	\$ 2,000,000
	DED    RETENTION \$						AGGREGATE	\$ 2,000,000
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

All operations performed by the named insured on behalf of the certificate holder. The County, its officers, employees and agents are included as additional insured under general & auto liability per endorsements CG 20 10R 12 11 including primary wording & FPIC0200 (12-11) attached. Severability of Interest applies. Per Project Aggregate applies per form CG 25 05 03 09 attached.

<b>CERTIFICATE HOLDER</b>  Humboldt County Department of Public Works Attn: Tom Mattson 1106 Second Street Eureka, CA 95501	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS  
(WITH LIMITED COMPLETED OPERATIONS COVERAGE)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

**NAME OF PERSON OR ORGANIZATION**

Any person or organization to whom or to which the named insured is obligated by a virtue of a written contract to provide insurance that is afforded by this policy. Where required by contract, the officers, officials, employees, directors, subsidiaries, partners, successors, parents, divisions, architects, surveyors and engineers are included as additional insureds. All other entities, including but not limited to agents, volunteers, servants, members and partnerships are included as additional insureds, if required by contract, only when acting within the course and scope of their duties controlled and supervised by the primary (first) additional insured. If an Owner Controlled Insurance Program is involved, the coverage applies to off-site operations only. If the purpose of this endorsement is for bid purposes only, then no coverage applies.

**WHO IS AN INSURED:** (Section II)

This section is amended to include as an insured the person or organization within the scope of the qualifying language above, but only to the extent that the person or organization is held liable for your acts or omissions in the course of "your work" for that person or organization by or for you. The "products-completed operations hazard" portion of the policy coverage as respects the additional insured does not apply to any work involving or related to properties intended for residential or habitational occupancy (other than apartments). This clause does not affect the "products-completed operations" coverage provided to the named insured(s).

**WAIVER OF SUBROGATION:**

We waive any right of recovery, when required by written contract, that we may have against the person or organization within the scope of

the qualifying language above because of payments we make for injury.

**LOCATION OF JOB:**

The job location must be within the State of domicile of the named insured, or within any contiguous State thereto.

**DESCRIPTION OF WORK:**

The type of work performed must be that as described under classifications in the CGL Coverage Part Declarations.

**PRIMARY CLAUSE:**

When this endorsement applies and when required by written contract, such insurance as is afforded by the general liability policy is primary insurance and other insurance shall be excess and shall not contribute to the insurance afforded by this endorsement.

**EXCLUSION**

This insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering or failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, designs, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

Endorsement EFFECTIVE DATE: SEE DEC

Endorsement EXPIRATION DATE: SEE DEC



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY****BUSINESS AUTO ELITE COVERAGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

PREMIUM 425

**BUSINESS AUTO COVERAGE FORM**

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

**SECTION II - LIABILITY COVERAGE - Amendments****WHO IS AN INSURED**

The following are added to WHO IS AN INSURED:

**BLANKET ADDITIONAL INSURED**

Any person or organization with whom you agreed, pursuant to a written contract, to provide insurance such as is afforded under this Coverage Part, but only to the extent that the person or organization is held liable for your acts or omissions with respect to your ownership, maintenance or use of a covered "auto." This provision only applies if the written contract has been executed prior to the "bodily injury" or "property damage."

This coverage shall be primary and not contributory with respect to the person or organization included as an "insured" under this section. Any other insurance that person or organization has shall be excess and not contributory with respect to this insurance, but this provision only applies if it is required in the written contract, identified in this section, and is permitted by law.

**BROAD FORM NAMED INSURED**

Any business entity newly acquired or formed by you, other than a partnership, joint venture or limited liability company during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity.

**EMPLOYEES AS INSURED - HIRED AUTOS**

Any "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

**EMPLOYEES AS INSURED - NONOWNED AUTOS**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business.

**COVERAGE EXTENSIONS - SUPPLEMENTARY PAYMENTS**

Supplementary Payments is amended as follows:

We will pay up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

We will pay all reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$300 a day, because of time off from work.

**SECTION III - PHYSICAL DAMAGE COVERAGE - Amendments****AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE EXTENSION**

Any reference to equipment for the reproduction of sound also includes video and global positioning systems.

**EXPANDED TOWING COVERAGE**

In addition to the towing and labor limit shown in the Declarations for private passenger type "autos," we will pay up to \$75 for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement.

This coverage applies only to an "auto" covered on this policy for other physical damage coverage.

**EXPANDED TRANSPORTATION EXPENSE**

Coverage Extensions - Transportation Expenses is deleted and replaced by the following:

We will pay up to \$60 per day to a maximum of \$1,800 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after





the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss."

#### **EXTRA EXPENSE – STOLEN AUTOS**

We will pay up to \$1,000 for the expense of returning a stolen covered "auto" to you. We will pay only for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage.

#### **HIRED CAR PHYSICAL DAMAGE COVERAGE**

For purposes of this section, the term "auto" is redefined to mean a land motor vehicle, "trailer" or semitrailer with a gross vehicle weight under 20,000 pounds designed for travel on public roads, but does not include "mobile equipment."

If Comprehensive, Specified Causes of Loss or Collision coverage is provided to all owned autos by this policy, you may extend that coverage to apply to Physical Damage "loss" to hired "autos." We will provide coverage equal to the minimum coverage available to any covered "auto" shown in the Declarations. But, the most we will pay for "loss" to a hired "auto" in any one "accident" is the lesser of:

1. \$50,000; or
2. The actual cash value of the damaged or stolen property as of the time of the "loss;" or
3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind or quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:
  - a) The operational safety of the vehicle might otherwise be impaired;
  - b) Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful;
  - c) A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost;
  - d) For vehicles insured under policies written on or before December 31, 2003, the vehicle has been used no more than 15,000 miles unless the pre-accident condition warrants otherwise; or
  - e) For vehicles insured under policies written on or after January 1, 2004, the vehicle has been used no more than 20,000 miles unless the pre-accident condition warrants otherwise.

#### **FPIC0200 (12-11)**

For each hired "auto" our obligation to pay "loss" will be reduced by a deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to "loss" caused by fire or lightning. We will also pay up to \$500 per "accident" for loss of use of the hired "auto" if it results from an "accident" for which you are legally liable. The lessor must suffer an actual financial "loss" for this coverage to apply.

Hired Car Physical Damage Coverage provided by this extension is excess over any other collectible insurance.

#### **LOAN/LEASE GAP COVERAGE**

For purposes of this section, the term "auto" is redefined to mean a land motor vehicle, "trailer" or semitrailer with a gross vehicle weight under 20,000 pounds designed for travel on public roads, but does not include "mobile equipment."

If a long-term leased or financed "auto" is a covered "auto" for the Physical Damage Coverage applicable to a total "loss," and the lessor or financial institution is an additional insured under this Coverage Part, we will pay up to a maximum of \$15,000 the difference between amounts you owe the lessor or financial institution under the lease or loan terms and the amount of insurance paid the lessor or financial institution for the total "loss" of the covered "auto" minus: any payments overdue at the time of the loss; any financial penalties imposed due to wear and tear, high mileage or similar charges; any security deposits not refunded by the lessor or financial institution; any costs for credit life, health and accident, or disability insurance; any costs for extended warranties; or any carry-over balances from previous leases or loans. You are responsible for the deductible applicable to the "loss" for the covered "auto". This coverage is excess insurance over any other collectible insurance or lease provision.

#### **PERSONAL EFFECTS COVERAGE**

We will pay up to \$400 for "loss" to wearing apparel and other personal effects, which are:

1. Owned by an "insured;" and
2. In or on your covered "auto;" in the event of a total theft "loss" of your covered "auto."

No deductibles apply to Personal Effects Coverage.

#### **RENTAL REIMBURSEMENT COVERAGE**

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto." Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to Rental Reimbursement Coverage.



2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
  - a) The number of days reasonably required to repair or replace the covered "auto." If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
  - b) The number of days shown in the Schedule.
3. This coverage applies only to a covered "auto" for which there is Comprehensive, Specified Causes of Loss or Collision Coverage provided on this covered "auto." If there is no Collision Coverage for a covered "auto," then Rental Reimbursement Coverage will not apply to a Collision loss involving that covered "auto."
4. Our payment is limited to the lesser of the following amounts:
  - a) Necessary and actual expenses incurred.
  - b) \$75 for any one day or for a maximum of 30 days.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the PHYSICAL DAMAGE COVERAGE Coverage Extension.
7. Coverage does not apply to any covered "auto" for which coverage is provided by endorsement form CA 9923 on this policy.

**WAIVER OF DEDUCTIBLE – GLASS**

Deductible is amended by adding the following:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

**SECTION IV – BUSINESS AUTO CONDITIONS – Amendments**

**LOSS CONDITIONS**

**KNOWLEDGE OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirements for reporting and sending claim or "suit" information to us, including provisions related to the

subsequent investigation of such claims or "suits", under **DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**, do not apply until the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company;
5. Your elected or appointed officials, trustees, board members, or your insurance manager, if you are an organization other than a partnership, joint venture, or limited liability company.

But, this section does not amend the provisions relating to notification of police, protection or examination of the property, which was subject to the "loss."

**BLANKET WAIVER OF SUBROGATION**

**Transfer Of Rights Of Recovery Against Others To Us** is deleted and replaced by the following:

We waive any right of recovery we may have against any person or organization 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 the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**GENERAL CONDITIONS**

**UNINTENTIONAL ERRORS OR OMISSIONS**

**Concealment, Misrepresentation Or Fraud** is amended by adding the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**SECTION V – DEFINITIONS - Amendment**

**MENTAL ANGUISH**

The definition of "bodily injury" is amended to include mental anguish resulting from any "bodily injury," sickness or disease sustained by a person.





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Designated Construction Project(s):**

Work performed in the state of California

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
  - 1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  - 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  - 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/10/2015

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Mark Davis Insurance Agency 520 S. State Street Ukiah, CA 95482	<b>CONTACT NAME:</b> Dave Garzoli <b>PHONE (A/C, No, Ext):</b> 707-462-9725 <b>E-MAIL ADDRESS:</b> david.garzoli@gmail.com	<b>FAX (A/C, No):</b> 707-462-8932
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Humboldt Sanitation 2585 Central Ave McKinleyville, CA 95519	<b>INSURER A:</b> American Safety Indemnity Co	<b>NAIC #</b> 25433
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

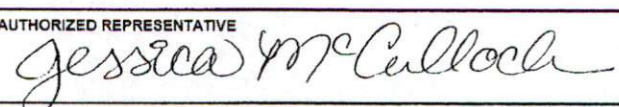
**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution Liab  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EIL031912	06/29/2014	06/29/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

**Proof of Insurance**

<b>CERTIFICATE HOLDER</b>  Humboldt County Department of Public Works Attn: Joseilyn Gilbaugh 1108 Second Street Eureka, CA 95501	<b>CANCELLATION</b>  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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