



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-16

For the meeting of: November 4, 2014

Date: October 17, 2014

To: Board of Supervisors

From:  Thomas K. Mattson, Public Works Director

Subject: Second Amendment to Professional Services Agreement No. 289-1306-3 with GHD, Inc.

RECOMMENDATIONS:

That the Board of Supervisors:

1. Approve the proposed Second Amendment to the Professional Services Agreement with GHD, Inc. ("Agreement No. 289-1306-3") to provide technical assistance to small economically disadvantaged water and wastewater providers throughout the North Coast region;
2. Authorize the Chair of the Board to execute the proposed Second Amendment in triplicate; and
3. Direct the Clerk of the Board to transmit two fully executed copies of the proposed Second Amendment to the Public Works Department.

SOURCE OF FUNDING:

Department of Water Resources ("DWR") Grant No. 4600009466: *Water and Wastewater Service Provider Outreach and Support Program.*

Prepared by Cybel Immitt

CAO Approval 

REVIEW:

Auditor _____ County Counsel Sm Personnel _____ Risk Manager RJHof Other _____

TYPE OF ITEM:

- Consent
- Departmental
- Public Hearing
- Other _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor Lovelace
Seconded by Supervisor Sundberg
And unanimously carried by those members present,
The Board hereby adopts the recommended action
Contained in this report.

PREVIOUS ACTION/REFERRAL:

Board Order No. C-23; C-10, C-15; D-17

Dated: Nov. 4, 2014
Kathy Hayes, Clerk of the Board

Meeting of: August 14, 2012; September 3, 2013; December 3, 2013; June 10, 2014

By: 

DISCUSSION:

On December 3, 2013, the Board approved and executed Agreement No. 289-1306-3 between the County of Humboldt and GHD Inc. On June 10, 2014 the Board approved the first amendment to Agreement No. 289-1306-3 (see, Agenda Item C-15), which extended the term thereof and increased the services and compensation thereunder. Pursuant to Agreement No. 289-1306-3, as amended, GHD, Inc. is providing technical assistance to disadvantaged water and wastewater service providers throughout the north coast region as part of the Water and Wastewater Service Provider Outreach and Support Program. The proposed Second Amendment will further expand the scope of services required thereunder and provide GHD, Inc. an additional \$24,000 in compensation. The full text of the proposed Second Amendment is provided in Attachment 1.

GHD, Inc. has made significant progress on developing the Small Community Toolbox which is intended to provide strategic assistance based on the utility management cycle to small water and wastewater treatment service providers. GHD, Inc. has currently completed six free trainings, which introduce providers to the Toolbox and receive feedback on how to improve it, throughout the north coast region. In addition, ten service providers in disadvantaged communities have hosted a demonstration projects and received significant technical assistance to address critical needs. Case studies are being developed based on each of the demonstration projects to serve as examples for how the Toolbox can be practically applied to the project development needs of service providers. The proposed Second Amendment will expand the services already being provided by GHD, Inc. by requiring one additional demonstration project, more thorough responses to feedback received on the draft Small Community Toolbox and a review of regulatory challenges and proposed solutions.

Accordingly, staff recommends that the Board approve, and authorize the Chair to execute, the proposed Second Amendment so that Agreement No. 289-1306-3 may be modified to include additional services and compensation.

FINANCIAL IMPACT:

Approval of the proposed Second Amendment will increase compensation paid to GHD, Inc. for the work specified in Agreement No. 289-1306-3 from \$255,000 to \$279,000. The proposed action does not impact the General Fund, as all costs will be reimbursed under the grant from DWR. The grant for this project is incorporated into the existing Fiscal Year 2014-15 budget (revenue line 1100289-591150 and expense line 1100289-2118).

The services provided through this project will advance three of the County's core roles (provide and maintain infrastructure, create opportunities for improved safety and health, and protect vulnerable populations).

OTHER AGENCY INVOLVEMENT:

North Coast Resource Partnership, DWR

ALTERNATIVES TO STAFF RECOMMENDATIONS:

Board discretion.

ATTACHMENTS:

Attachment 1 – Second Amendment to Agreement No. 289-1306-3

**SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
HUMBOLDT COUNTY, CALIFORNIA AND GHD, Inc.
FOR TECHNICAL AND ENGINEERING SERVICES FOR TECHNICAL ASSISTANCE
FOR
NORTH COAST REGION DISADVANTAGED COMMUNITIES WATER AND
WASTEWATER PROVIDERS
Project Number: 289-1306-3**

This Second Amendment to the Professional Services Agreement dated December 3, 2013, as amended on June 10, 2014, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and GHD, Inc., a corporation, hereinafter referred to as CONSULTANT, is entered into this 4th day of Nov., 2014.

WHEREAS, on December 3, 2013, COUNTY and CONSULTANT entered into a Professional Services Agreement in which CONSULTANT agreed to assist COUNTY in providing transferable tools, training and demonstration projects that address the needs, and build the capacity, of small disadvantaged water and wastewater system providers ("Agreement"); and

WHEREAS, on June 10, 2014, COUNTY and CONSULTANT amended the Agreement in order to extend the term thereof, and broaden the consulting services and professional assistance required thereunder; and

WHEREAS, additional work, which was not anticipated in the First Amendment to the Agreement, is required to enhance the services already being provided by CONSULTANT.

WHEREAS, such additional work includes, without limitation, preparation of one additional demonstration project, more thorough responses to feedback received on the draft Small Community Toolbox and a regulatory challenges and proposed solutions review; and

WHEREAS, the parties desire to modify the Agreement to better reflect work progress and expected deliverable deadlines, expand the services to be provided thereunder and increase CONSULTANT's compensation by Fifteen Thousand Dollars (\$15,000).

NOW, THEREFORE, it is mutually agreed as follows:

1. Section 4 – Compensation to Consultant, subsections A and B are hereby deleted in their entirety and replaced with the following:
 - A. The COUNTY agrees to pay the CONSULTANT, for performance of the Services contemplated under the terms of this Agreement on a time and expenses basis for a maximum fee in the sum of Two Hundred Seventy-Nine Thousand Dollars (\$279,000). A detailed description of this fee is contained in Attachment "D": Cost Breakdown, which is attached hereto and incorporated herein by reference. CONSULTANT shall be compensated according to the Standard Billing Rate Schedule in Attachment "E".

- B. CONSULTANT shall not be entitled to any additional payments in excess of Two Hundred Seventy-Nine Thousand Dollars (\$279,000) except by express prior, written authorization of the COUNTY. CONSULTANT shall be responsible for all of its expenses incurred in performing services hereunder.
2. The Agreement is hereby amended to delete Attachment A – Scope of Services, Attachment B – Project Schedule and Attachment D – Cost Breakdown and replace them in their entirety with revised versions of these attachments, which are attached hereto and incorporated herein by reference.
 3. Except as modified herein or by prior amendment, the Agreement shall remain in full force and effect. In the event of a conflict between the provisions of this Second Amendment and the original Agreement, or any prior amendments thereto, the provisions of this Second Amendment shall govern.

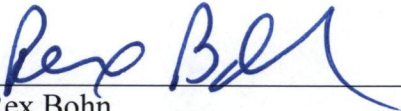
[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment on the date indicated above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

COUNTY OF HUMBOLDT:

By: 
Rex Bohn
Chair, County Board of Supervisors


Date: 11-4-2014

APPROVED AS TO FORM:

By: 
Deputy County Counsel

Date: 10/22/14

INSURANCE CERTIFICATES APPROVED:

By: 
Risk Analyst

Date: 10/22/14

GHD, INC.:

By: 

Date: 10/22/14

Name: Josh Wolf

Title: Emeryka office Manager

By: 

Date: 10/22/14

Name: STEVE McHANEY

Title: PRINCIPAL



SECOND AMENDMENT

ATTACHMENT A

Scope of Services

Technical Assistance for North Coast Region Disadvantaged Communities Water and Wastewater Providers

The seven-county North Coast Resource Partnership (Partnership) was awarded directed funding from the Department of Water Resources to implement a pilot program to support water and wastewater providers in economically disadvantaged communities. The program is managed by Humboldt County (County) and is dedicated to improving the capacity and quality of service of small water supply and wastewater services providers in the North Coast region through coordination, technical assistance, trainings, integrated planning, funding opportunity identification, and education.

To date the County has organized subregional working groups and in partnership with the Rural Community Assistance Corporation (RCAC) and Cal Rural Water Association (CRWA), has offered workshops and trainings and conducted a survey of providers including Tribal systems, cities, special districts, and mutual water companies. As a result of this survey, the County is undertaking a technical assistance project (Project) with the goal of addressing, to the maximum extent possible, the needs expressed in a survey of the purveyors.

The GHD team (Consultant) is providing the scope of work described below. This scope of work is intended to provide transferable tools, training and demonstration projects that address the needs of small North Coast purveyors, immediately and that have potential to be translated successfully to small purveyors in other regions.

Task 1 – Project Kickoff

The Consultant will organize a kick-off meeting to:

- Confirm data needs and the status of any data requests;
- Receive input from County staff and, as appropriate, members of the Partnership's technical review committee;
- Clearly define all project goals, expectations, potential outcomes and relationship of the outcomes to the Project schedule; and
- Define roles and responsibilities, and confirm schedule, budgets, and quality assurance activities.

The Consultant will prepare a project workplan that summarizes the scope, schedule, budget, quality control processes and contact information for the team. The workplan will be distributed to all members of the County's team and the Consultant's team.

Task 1: Project Kick Off Deliverables	
Kick Off Meeting Agenda and Minutes	Complete
Project Work Plan	Complete



TASK 1 FEE: \$3,900

Task 2 – Gap Analysis Workshop

In order to build a toolbox that effectively synthesizes all available resources and creates an environment that minimizes gaps and supports providers, the Consultant will convene a one day workshop with key staff from the Partnership, the various funding agencies and members of the subregional groups. The goal of this workshop is to identify overlaps and gaps in available services, brainstorm strategies for streamlining the funding application and reimbursement process and filling service gaps and identify areas where filling the gaps is within the mission of the funding agencies, which will expand the benefits provided by the Project. Subtasks are described below.

Task 2.1 Workshop Coordination

The Consultant will secure a meeting location, work with the County to identify attendees, finalize the attendee list and information, prepare the workshop agenda and coordinate refreshments for the day.

Task 2.2 Develop Bibliography

In preparation for this workshop, the Consultant will:

- collect and summarize the available guidance documents from each funding and assistance agency into a comprehensive bibliography;
- develop a flow chart of funding process steps for each agency.

This information will be circulated to participants ahead of the workshop so that all participants will have a common understanding of how each agency does business.

Task 2.3 Facilitate Workshop

The Consultant will attend and facilitate the workshop, following the meeting agenda. The Consultant will provide materials necessary to capture workshop outcomes including flip charts, note cards and other appropriate note-taking techniques. To the extent possible, Consultant will track workshop output in order to identify solutions that are “within the mission of the agencies”, that require legislation, that can be accomplished within the scope of the Project, and that require resources beyond the Project resources.

Task 2.4 Workshop Meeting Minutes and Action Items

Consultant will prepare and distribute draft and final Workshop Meeting Minutes and Action Items that formalize the information captured during the workshop.

Task 2: Gap Analysis Workshop Deliverables	
Summary Bibliography of Available Agency Information	Complete
Final Meeting Logistics	Complete
Draft and Final Meeting Agenda	Complete
Draft and Final Meeting Minutes and Action Items	Complete

TASK 2 FEE: \$0

Task 3 – Small Community Toolbox



The Consultant will develop a “toolbox” for small communities, which addresses a range of utility management needs. To create the toolbox, the Consultant will synthesize existing Partnership work products, guidance documents provided by funding agencies, and its unique work products into a single document that can be distributed as hard copy or on CD and that will also be suitable for posting on the web. Subtasks are described below.

Task 3.1 Develop Draft Toolbox

The Consultant will develop a draft toolbox that includes:

- **General Cost Nomographs for treatment systems, pump stations, pipelines and storage tanks:** These will be developed reference guides, such as RS Means and recent bid tabulations. The cost nomographs will assist service providers in developing budget level estimates for various types and sizes of infrastructure. While not a substitute for design, this information helps service providers understand their program costs and begin initial dialogues on funding strategies.
- **Funding Program Summaries and Frequently Asked Questions (FAQs):** Compiled and synthesized from funding agency information and the Gap analysis workshop and containing active links to funding program websites, this deliverable will provide a one-stop information shop for service providers. Building off the California Financing Committee’s funding lists which highlight programs best for small communities.
- **GIS Layers with General Application Information:** GIS layers will be prepared for census tract and income information, state and federal legislative district information, Natural Diversity Database (sensitive species) information in order to allow purveyors to easily access information needed for applications.
- **Community Networking Directory:** A contacts database will be developed that will allow providers in the region to reach out to similar entities for advice and assistance. The directory would only include willing participants and would be made available through the Partnership’s website and GIS server and also in hard copy.
- **Capital Recovery Tables:** The capital recovery factor tables will allow service providers to translate total project costs to annual debt service needs providing a preliminary understanding of budget and rate impacts.
- **Governance Summaries:** Because over 50% of the small purveyors are not organized as public agencies the Governance Summaries will provide an overview of public and private institutional options, the legal and administrative steps required to form a public district, and benefits of forming a public district.
- **Financing District Summaries:** Because grants cannot fund 100% of project costs, the financing district summary will provide an overview of commonly used borrowing structures (COPs, assessment districts, Joint Powers Authorities etc), the steps required to use each borrowing structure, and the type of governance structure needed for different borrowing options.
- **Consolidated Preliminary Engineering Report Template:** This deliverable includes a consolidated report outline, with model tables that will meet the needs all commonly used funding programs (SWRCB, CDPH, USDA and I-Bank).



- List of CEQA/NEPA Exemptions and Checklists: The summary of CEQA/NEPA exemptions and checklists will assist service providers in tailoring projects to minimize environmental impacts saving both costs and time.
- Technology Overviews: This deliverable will be a summary of common system issues, the types of technology used to resolves those issues and the pros and cons of each (first cost, operating costs, operator sophistication etc).

Task 3.2 Toolbox Review Workshops

In order to make sure that each deliverable represents an accurate synthesis and a useful tool, the Consultant will host three review workshops, either in person or by webex, with Partnership staff and committee members and the appropriate stakeholders. These are:

- Funding & Institutional Review Workshop which will include discussion of the Financing Program Summaries and FAQs, Governance Summaries and Financing District Summaries;
- Cost and Technology Review Workshop which will include discussion of Cost Nomographs, Capital Recovery Factor Tables and Technology Overviews; and
- PER & CEQA Review Workshop which will include discussion of the Consolidated PER Outline and the CEQA/NEPA exemptions and checklists.

Task 3.3 Finalize Toolbox

Based on comments received in the workshops, the Consultant will finalize the Toolbox Elements and codify them in technical memorandum.

Deliverables: Draft and Final "Toolbox" in hard copy and electronic form

Task 3: Small Community Toolbox Deliverables	
Draft Tool Box: <ul style="list-style-type: none"> • Identify strategies for Small Water and Wastewater Providers to develop preliminary project concepts to present to funders, assistance agencies, and consultants • Identify funding programs most appropriate to small service providers and the system typical problems • Identify long-term funding strategies 	Complete
Tool Box Review workshops completed	Complete
Final Tool Box	November 30, 2014

TASK 3 FEE: \$75,100

Task 4 – Circuit Rider Program

In order for the Toolbox to be truly useful, it needs to be not only accessible to small communities but well understood by their representatives. To assist in this the Consultant will utilize a Circuit Rider Program which includes the following subtasks.

Task 4.1 Develop Training Presentation



The Consultant will develop a Powerpoint Presentation that introduces the Toolbox and provides examples of how it can be used. This presentation will be suitable for use with a wide variety of stakeholders including elected officials, staff and DWR and other funding agencies.

Task 4.2 Provide Training Workshops

The Consultant will provide up to three (3) training workshops using the Powerpoint Presentation. These workshops will be delivered at subregional group working level and can include the Redwood Water Resources Network, Wine Country Waterworks and other subregional groups identified by the Partnership.

Task 4: Small Circuit Rider Program Deliverables	
Training Presentations	Complete
Present Information on Funding Opportunities Targeted to Small Water and Wastewater Providers	Complete
Completion of Conducting Training Workshops	Complete

TASK 4 FEE: \$20,000

Task 5 – Demonstration Projects

One of the main goals is to create demonstration projects that serve as examples of how the tools can be practically applied to local service providers. Our strategy includes taking a total of ten “model projects” and applying the tools from the toolbox to community needs. This effort will serve to “beta-test” the tools, provide real engineering support for some purveyors and allow for the development of case studies that can serve as examples for the region as a whole. Subtasks are described below.

5.1 Identify Model Projects

Consultant will work with the County and Partnership to select up to ten model projects. The projects may include but are not limited to the following general areas listed below:

- Providing community education for options related to managing failing septic systems (uses Cost Nomographs and Technology Overview Tools)
- Steps for forming an entity that can legally access funds (uses Funding Program and Institutional Summaries)
- Developing a CIP for a water and wastewater system (uses Cost Nomographs, Funding Summaries and Capital Recovery Tables)
- Community “self-help” for completing a funding application, including a basic preliminary engineering report (potentially uses all tools)
- Providing community education around successful 218 processes for rates and assessments (uses funding and financing district summaries).

Because of funding limitations, model project budgets will generally be limited to \$15,000 or less. Consultant will work with staff and Technical Review Committee to understand if there are opportunities to undertake fewer projects, with multiple beneficiaries, to maximize value. It is the intent that the demonstration projects address multiple types of project needs identified in the provider survey.

5.2 Complete Model Projects and Case Study Summaries



Based on the projects selected by the Partnership, the Consultant will complete the model projects and develop a case study summary for each describing how the tools were utilized, outcomes and benefits and next steps that the purveyors elected to take.

Deliverable: Summary Case Study for Model Projects

Task 5: Demonstration Projects	
Identification of the 11 Model Projects	Complete
Complete Model Project Technical Assistance	November 14, 2014
Complete Model Project Case Summaries	November 30, 2014

TASK 5 FEE: \$157,000

Task 6 – Summary Report and Web Posting

Consultant will prepare a Summary Report that describes the Project, the Toolkit and Demonstration Project and the outcomes. The Summary Report will follow the outline below and be suitable for delivery to DWR and stakeholders. The regulatory constraints review will include operator certification processes, Regional Board Basin Planning, and Local Agency Management Planning for county septic regulations.

Summary Report Outline

1. Introduction and Executive Summary
2. Existing Assistance for Small Communities – Summary, Gaps and Strategies to Fill the Gaps (adapted from Task 2 Workshop Output)
3. Regulatory constraints review including solution suggestions
4. Description of the Small Community Toolbox (brought forward from Task 3)
5. Demonstration Project Case Studies (brought forward from Task 5)
6. Conclusions and Next Steps

Appendices:

- o Bibliography of Resources (from Task 2 Workshop)
- o Small Community Toolbox Elements
- o Small Community Toolbox Training Presentation

The Consultant shall prepare draft and final versions of the Summary Report and shall assist with posting to the Partnership’s website.

Deliverables: Draft and Final Summary Report in hard copy and electronic form, Summary Powerpoint Presentation

Task 6: Summary Report and Web Posting	
Draft Summary Report and Power Point Presentation <ul style="list-style-type: none"> o Include case studies for model projects for others to use as an example o Reference toolbox deliverables and highlight successful strategies for small water and wastewater providers to undertake and complete projects 	November 14 , 2014



Final Summary Report	November 30, 2014
Summary Power Point Presentation and post all exportable components to the web.	November 30, 2014

TASK 6 FEE: \$23,000

**Attachment D: Cost Breakdown
Amendment 2**

Task/Role	Hours				Budget			
	Initial Estimate	Amendment 1	Amendment 2	Final Estimate	Initial Estimate	Amendment 1	Amendment 2	Total
Task 1 Project Kickoff	25.00			25.00	\$ 3,900.00			\$ 3,900.00
Task 2 Gap Analysis Workshop	86.00			86.00	\$ -			\$ -
Task 3 Small Community Toolbox	518.00		66.00	584.00	\$ 67,100.00		\$ 8,000.00	\$ 75,100.00
Task 4 Circuit Rider Program	226.00			226.00	\$ 20,000.00			\$ 20,000.00
Task 5 Model Projects	939.00	125.00	100.00	1,164.00	\$ 130,000.00	\$ 15,000.00	\$ 12,000.00	\$ 157,000.00
Task 6 Prepare Summary Report and Web Postings	154.00		33.00	187.00	\$ 19,000.00		\$ 4,000.00	\$ 23,000.00
Project Totals	1,948.00	125.00	199.00	2,272.00	\$ 240,000.00	\$ 15,000.00	\$ 24,000.00	\$ 279,000.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/16/2014

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.

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.

PRODUCER: Willis Insurance Services of California, Inc.
INSURED: GHD Inc
CONTACT NAME: certificates@willis.com
PHONE: (877) 945-7378
INSURER(S) AFFORDING COVERAGE: Travelers Property Casualty Company of America, St. Paul Fire and Marine Insurance Company

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
GHD's Client # & Job # 01081-8410996; County Project No. 289-1306-3; North Coast Region Disadvantaged Communities Water & Wastewater Providers
Humboldt County, Dept. of Public Works, its officers, officials, employees and Volunteers are included as Additional Insureds as respects to General Liability and Auto Liability.

CERTIFICATE HOLDER: County of Humboldt & Humboldt County Department of Public Works
CANCELLATION: 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: Andrea K. Birch



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Insurance Services of California, Inc.		NAMED INSURED GHD Inc 718 Third Street Eureka, CA 95501	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

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

Description of Operations/Locations/Vehicles:
 Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability, Auto Liability and Workers Compensation as permitted by law.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), Paragraph 4. (**Other Insurance**), is amended as follows:

1. The following is added to Paragraph a. **Primary Insurance**:

However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs; and

- b. The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed

subsequent to the signing and execution of that contract or agreement by you.

2. The first Subparagraph (2) of Paragraph b. **Excess Insurance** regarding any other primary insurance available to you is deleted.
3. The following is added to Paragraph b. **Excess Insurance**, as an additional subparagraph under Subparagraph (1):

That is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.

COMMERCIAL GENERAL LIABILITY

(2) The total of all deductible and self-insured amounts under that "other insurance".

We will share the remaining loss, if any, with any "other insurance" that is not described in this Excess Insurance provision.

c. Method Of Sharing

If all of the "other insurance" permits contribution by equal shares, we will follow this method also. Under this approach each provider of insurance contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the "other insurance" does not permit contribution by equal shares, we will contribute by limits. Under this method, the share of each provider of insurance is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all providers of insurance.

2. The following definition is added to **SECTION V – DEFINITIONS:**

"Other insurance":

- a. Means insurance, or the funding of losses, that is provided by, through or on behalf of:
 - (1) Another insurance company;
 - (2) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit section of Paragraph 5. of **LIMITS OF INSURANCE** (Section III) or the Non cumulation of Personal and Advertising Injury limit sections of Paragraph 4. of **LIMITS OF INSURANCE** (Section III) applies;
 - (3) Any risk retention group;
 - (4) Any self-insurance method or program, other than any funded by you and over which this Coverage Part applies; or
 - (5) Any similar risk transfer or risk management method.
- b. Does not include umbrella insurance, or excess insurance, that you bought specifically to apply in excess of the Limits of

Insurance shown on the Declarations of this Coverage Part.

R. UNINTENTIONAL OMISSION

1. The following is added to Paragraph 6. **Representations of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance.

- 2. This Provision R. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

S. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY CONTRACT

The following is added to Paragraph 8. **Transfer of Rights of Recovery Against Others to Us of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of:

- 1. Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;
- 2. Ongoing operations performed by you, or on your behalf, under a contract or agreement with that person or organization;
- 3. "Your work"; or
- 4. "Your products".

We waive these rights only where you have agreed to do so as part of a "written contract requiring insurance" entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense or "advertising injury" offense is committed.

T. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

"Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a per-

GHD Inc.
Policy Number: 8104E679818TIL14
Policy Period: 5/1/14 to 5/1/15

COMMERCIAL AUTO

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

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

SCHEDULED PERSONS OR ORGANIZATIONS ALL ADDITIONAL INSUREDS

PROVISIONS

A. The following is added to Paragraph c. in A. 1., Who Is An Insured, of SECTION II-LIABILITY COVERAGE:

Any person or organization shown above who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. The following is added to Paragraph 5., Other Insurance, in B. General Conditions of SECTION IV – BUSINESS AUTO CONDITIONS:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. Other Insurance, if the scheduled person or organization shown above has other insurance under which it is the first named insured and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between you and that scheduled person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of SECTION IV – BUSINESS AUTO CONDITIONS:

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.

TRAVELERS
ONE TOWER SQUARE
HARTFORD, CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: UB4E78577ATIL14

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT - CALIFORNIA
(BLANKET WAIVER)**

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.

The additional premium for this endorsement shall be 02.000 % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION FOR
WHICH THE INSURED HAS
AGREED BY WRITTEN CONTRACT
EXECUTED PRIOR TO LOSS TO
FURNISH THIS WAIVER.

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.)

Endorsement Effective 5/1/14
Insured GHD Inc.

Policy No. UB4E78577ATIL14

Insurance Company Travelers Property Casualty Company Of America

ST ASSIGN:

Page 1 of 1



CERTIFICATE OF LIABILITY INSURANCE

GHDINC0-01

TAWDEOM

DATE (MM/DD/YYYY)
10/16/2014

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).

PRODUCER Willis Insurance Services of California, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: certificates@willis.com PHONE (A/C, No, Ext): (877) 945-7378 FAX (A/C, No): (888) 467-2378 E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE	
INSURER A : Travelers Property Casualty Company of America	NAIC # 25674
INSURER B : St. Paul Fire and Marine Insurance Company	24767
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED GHD Inc 718 Third Street Eureka, CA 95501

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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	630-4E710088-TIL-14	05/01/2014	05/01/2015	EACH OCCURRENCE \$ 1,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
							MED EXP (Any one person) \$ 1,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
							GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ 2,000,000	
							\$	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	X	810-4E679818-TIL-14	05/01/2014	05/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
							BODILY INJURY (Per person) \$	
							BODILY INJURY (Per accident) \$	
							PROPERTY DAMAGE (Per accident) \$	
							\$	
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	X	X	ZUP-21N17887-14-NF	05/01/2014	05/01/2015	EACH OCCURRENCE \$ 5,000,000	
							AGGREGATE \$ 5,000,000	
							\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	X	UB-4E78577A-TIL-14	05/01/2014	05/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
								E.L. EACH ACCIDENT \$ 1,000,000
								E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
								E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 GHD's Client # & Job # 01081-8410996; County Project No. 289-1306-3; North Coast Region Disadvantaged Communities Water & Wastewater Providers
 Humboldt County, Dept. of Public Works, its officers, officials, employees and Volunteers are included as Additional Insureds as respects to General Liability and Auto Liability.
 General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds.
 SEE ATTACHED ACORD 101

CERTIFICATE HOLDER County of Humboldt & Humboldt County Department of Public Works Attn: Risk Management 1106 Second Street Eureka, CA 95501	CANCELLATION 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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ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Insurance Services of California, Inc.		NAMED INSURED GHD Inc 718 Third Street Eureka, CA 95501	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

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

Description of Operations/Locations/Vehicles:

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability, Auto Liability and Workers Compensation as permitted by law.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), Paragraph 4. (**Other Insurance**), is amended as follows:

1. The following is added to Paragraph a. **Primary Insurance**:

However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs; and

- b. The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed

subsequent to the signing and execution of that contract or agreement by you.

2. The first Subparagraph (2) of Paragraph b. **Excess Insurance** regarding any other primary insurance available to you is deleted.
3. The following is added to Paragraph b. **Excess Insurance**, as an additional subparagraph under Subparagraph (1):

That is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.

COMMERCIAL GENERAL LIABILITY

(2) The total of all deductible and self-insured amounts under that "other insurance".

We will share the remaining loss, if any, with any "other insurance" that is not described in this Excess Insurance provision.

c. Method Of Sharing

If all of the "other insurance" permits contribution by equal shares, we will follow this method also. Under this approach each provider of insurance contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the "other insurance" does not permit contribution by equal shares, we will contribute by limits. Under this method, the share of each provider of insurance is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all providers of insurance.

2. The following definition is added to **SECTION V – DEFINITIONS:**

"Other insurance":

- a. Means insurance, or the funding of losses, that is provided by, through or on behalf of:
 - (1) Another insurance company;
 - (2) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit section of Paragraph 5. of **LIMITS OF INSURANCE** (Section III) or the Non cumulation of Personal and Advertising Injury limit sections of Paragraph 4. of **LIMITS OF INSURANCE** (Section III) applies;
 - (3) Any risk retention group;
 - (4) Any self-insurance method or program, other than any funded by you and over which this Coverage Part applies; or
 - (5) Any similar risk transfer or risk management method.
- b. Does not include umbrella insurance, or excess insurance, that you bought specifically to apply in excess of the Limits of

Insurance shown on the Declarations of this Coverage Part.

R. UNINTENTIONAL OMISSION

1. The following is added to Paragraph 6. **Representations of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance.

2. This Provision R. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

S. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY CONTRACT

The following is added to Paragraph 8. **Transfer of Rights of Recovery Against Others to Us of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of:

- 1. Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;
- 2. Ongoing operations performed by you, or on your behalf, under a contract or agreement with that person or organization;
- 3. "Your work"; or
- 4. "Your products".

We waive these rights only where you have agreed to do so as part of a "written contract requiring insurance" entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense or "advertising injury" offense is committed.

T. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

"Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a per-

CHD Inc.
Policy Number: 8104E679818TIL14
Policy Period: 5/1/14 to 5/1/15

COMMERCIAL AUTO

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

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

SCHEDULED PERSONS OR ORGANIZATIONS

ALL ADDITIONAL INSUREDS

PROVISIONS

A. The following is added to Paragraph c. in A. 1., Who Is An Insured, of SECTION II-LIABILITY COVERAGE:

Any person or organization shown above who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. The following is added to Paragraph 5., Other Insurance, in B. General Conditions of SECTION IV – BUSINESS AUTO CONDITIONS:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, if the scheduled person or organization shown above has other insurance under which it is the first named insured and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between you and that scheduled person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of SECTION IV – BUSINESS AUTO CONDITIONS:

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.

TRAVELERS
ONE TOWER SQUARE
HARTFORD, CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: UB4E78577ATIL14

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT - CALIFORNIA
(BLANKET WAIVER)**

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.

The additional premium for this endorsement shall be 02.000 % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION FOR
WHICH THE INSURED HAS
AGREED BY WRITTEN CONTRACT
EXECUTED PRIOR TO LOSS TO
FURNISH THIS WAIVER.

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.)

Endorsement Effective 5/1/14
Insured GHD Inc.

Policy No. UB4E78577ATIL14

Insurance Company Travelers Property Casualty Company Of America

ST ASSIGN:

Page 1 of 1