

## ATTACHMENT 3

Task Order Number DPW2017-T02 regarding the preparation of a Systemic Safety  
Analysis Report

**TASK ORDER NO. DPW2017-007-T02**  
**CONSULTANT SERVICES AGREEMENT DATED JANUARY 9, 2018**  
**BY AND BETWEEN**  
**MARK THOMAS & COMPANY, INC.**  
**AND**  
**COUNTY OF HUMBOLDT**  
**PROJECT NAME: SSARP**  
**PROJECT NUMBER: 217100**

This Task Order issued pursuant to the terms and conditions of the Consultant Services Agreement dated January 9, 2018, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Mark Thomas & Company, Inc., a California corporation, hereinafter referred to as "CONSULTANT," is intended to supplement the terms and conditions contained in the above-referenced Consultant Services Agreement:

WHEREAS, the definitions, terms and conditions set forth in the Consultant Services Agreement dated January 9, 2018, are incorporated herein by reference as if set forth in full and shall be fully binding upon the parties hereto; and

WHEREAS, notwithstanding anything contained herein, any and all definitions, terms and conditions contained in the Consultant Services Agreement dated January 9, 2018 shall control to the exclusion of any different, contrary or conflicting definitions, terms or conditions set forth herein.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

CONSULTANT agrees to furnish the professional on-call design engineering services described in Attachment A – Scope of Services in accordance with the criteria, schedule and fiscal requirements set forth in Attachment B – Cost Proposal and Schedule of Services, which are attached hereto and incorporated herein by reference. In providing such services, CONSULTANT Agrees to fully cooperate with COUNTY's Contract Administrator and Project Coordinator.

2. REPORTING REQUIREMENTS:

A. Progress Reports. CONSULTANT shall submit monthly progress reports which itemize all services provided as of the date of the report. All progress reports submitted by CONSULTANT shall:

1. Include sufficient detail to allow COUNTY's Contract Administrator or Project Coordinator to determine whether the on-call professional design engineering services required hereunder are being provided in an adequate and timely manner.
2. Sufficiently address any difficulties or special problems encountered during the provision of the on-call professional design engineering services provided pursuant to the terms and conditions of this Task Order.

B. Coordination Meetings. CONSULTANT's Project Manager shall meet with COUNTY's Contract Administrator on an as-needed basis to discuss issues related to the provision of on-call professional design engineering services pursuant to the terms and conditions of this Task Order.

3. PERFORMANCE PERIOD:

This Task Order shall become effective upon execution by both parties and shall remain in full force and effect until January 8, 2020, unless sooner terminated as provided herein. CONSULTANT shall not provide any on-call professional design engineering services pursuant to the terms and conditions of this Task Order until a Notice to Proceed has been issued by COUNTY's Contract Administrator.

4. TERMINATION:

- A. Breach of Contract. If, in the opinion of COUNTY, CONSULTANT fails to adequately perform the on-call professional design engineering services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this Task Order, or violates any ordinance, regulation or other law applicable to its performance herein, COUNTY shall have the right to terminate this Task Order immediately, upon notice.
- B. Without Cause. COUNTY may terminate this Task Order without cause upon thirty (30) days advance written notice. Such notice shall state the effective date of the termination.
- C. Insufficient Funding. COUNTY's obligations under this Task Order are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Task Order shall be terminated. COUNTY shall provide CONSULTANT seven (7) days advance written notice of its intent to terminate this Task Order due to insufficient funding.
- D. Compensation Upon Termination. In the event of any termination of this Task Order, CONSULTANT shall be entitled to compensation for uncompensated on-call professional design engineering services rendered pursuant to the terms and conditions of this Task Order through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Task Order by CONSULTANT.

5. PROJECT BUDGET:

- A. Maximum Amount Payable. The total amount payable by COUNTY for the on-call professional design engineering services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Task Order is Seventy Five Thousand (\$75,000.00). CONSULTANT agrees to perform all on-call professional design engineering services required by this Task Order for an amount not to exceed such maximum amount payable. However, if local, state or federal funding is reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable set forth herein, or terminate this Task Order due to insufficient funding.
- B. Schedule of Rates. CONSULTANT will be reimbursed for the on-call professional design engineering services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Task Order at the hourly rates specified in Attachment B – Cost Proposal and Schedule of Services. Such rates are not adjustable for the performance period set forth herein.
- C. Additional Services. Any additional services not otherwise provided for herein shall not be provided by CONSULTANT, or compensated by COUNTY, without written authorization from COUNTY. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONSULTANT. CONSULTANT shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONSULTANT estimates that the maximum payable amount will be reached.

6. PAYMENT SCHEDULE:

CONSULTANT shall submit to COUNTY monthly invoices itemizing all on-call professional design engineering services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Task Order. Invoices shall be in a format approved by, and shall include backup documentation as specified by, COUNTY's Contract Administrator. CONSULTANT shall submit a final invoice for payment within forty-five (45) days following the expiration or termination date of this Task Order. Payment for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Task Order will be made within thirty (30) days after the receipt of approved invoices. All invoices submitted by CONSULTANT shall be sent to COUNTY at the following address:

COUNTY: Humboldt County Department of Public Works – Engineering Division  
Attention: Tony Seghetti, Contract Administrator  
1106 Second Street  
Eureka, California 95501

7. NOTICES:

Any and all notices required to be given pursuant to the terms of this Task Order shall be in writing and served personally, or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.:

COUNTY: Humboldt County Department of Public Works – Engineering Division  
Attention: Jeff Ball, Project Coordinator  
1106 Second Street  
Eureka, California 95501

AND

Humboldt County Department of Public Works – Engineering Division  
Attention: Tony Seghetti, Contract Administrator  
1106 Second Street  
Eureka, California 95501

CONSULTANT: Mark Thomas & Company, Inc.  
Attention: Zach Siviglia, Project Manager  
701 University Avenue, Suite 200  
Sacramento, CA 95825

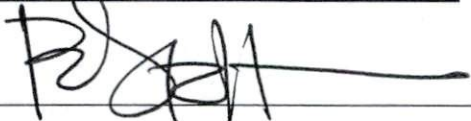
[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Task Order as of the first date written above.

*TWO SIGNATURES ARE REQUIRED FOR CALIFORNIA CORPORATIONS:*

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

**MARK THOMAS & COMPANY, INC.:**

By: 

Date: 1/10/18

Name: ROBERT A. HIMES

Title: PRESIDENT

By: 

Date: 1/10/18

Name: Matt Brogan

Title: Secretary

**COUNTY OF HUMBOLDT:**

By: 

Date: 1/24/18

Tom Mattson, Director  
Humboldt County Department of Public Works

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By: 

Risk Management

**ATTACHMENTS**

- Attachment A – Scope of Services
- Attachment B – Cost Proposal and Schedule of Services
- Attachment C – Professional Liability Insurance

## Attachment A – Scope of Services



**MARK THOMAS**

November 29, 2017

Mr. Tony Seghetti  
Humboldt County Dept of Public Works  
1106 2nd Street  
Eureka, CA 95501

**RE: ON CALL DESIGN ENGINEERING SERVICES  
TASK ORDER #2 - SYSTEMIC SAFETY ANALYSIS REPORT PROGRAM**

Dear Mr. Seghetti:

Enclosed is Mark Thomas' cost proposal, scope of work and 10-H Form for the Systemic Safety Analysis Report Program. We appreciate the opportunity to propose on this project. If you have any questions regarding our proposal, please contact me at (916) 381-9100 or [zsiviglia@markthomas.com](mailto:zsiviglia@markthomas.com).

Sincerely,

**MARK THOMAS**

Zach Siviglia  
Project Manager

Attachments



(916) 381-9100  
201 PLYMOUTH AVENUE, SUITE 200  
SACRAMENTO, CA 95825

[MARKTHOMAS.COM](http://MARKTHOMAS.COM)



**MARK THOMAS**

## HUMBOLDT COUNTY SSAR PROJECT

### Scope of Services

Mark Thomas will follow the following tasks to prepare a Systemic Safety Analysis Report (SSAR) to identify safety improvements to reduce traffic collisions within Humboldt County. The goal of the SSAR Program is to identify cost-efficient solutions to common collision types on a network-wide basis; meaning, that even if an intersection does not have collisions, but has similar characteristics of an intersection that has several collisions, similar safety improvements to both intersections should be considered.

The intent of the SSAR is to find projects that would be good candidates for Highway Safety Improvement Program (HSIP) funding. Since the goal of the HSIP program is to provide minimal cost solutions to increase safety, some larger cost projects, such as realignments or signalizations, typically will not receive funding under the HSIP program. However, larger cost projects are sometimes necessary to increase network wide safety at various locations.

#### 1 Project Management

##### 1.1 Project Meetings

Mark Thomas, with input from the County, will establish project meetings for this project. The purpose of the project meetings is to provide a forum to share project information, identify critical issues, make decisions, assign project tasks, identify design criteria, or any other items critical to project delivery. Mark Thomas anticipates the following meetings: one (1) Project Kick-Off, and five (5) meetings. This work includes the preparation of the meeting agenda in consultation with County's Project Manager and preparing meeting minutes with action items.

##### 1.2 Project Management

Mark Thomas' Project Manager will plan, organize, direct and monitor project work activities and resources in accordance with contracted scope, schedule and budget. This task includes performing ongoing general project management with the





County, including preparing contract paperwork, memo's, letters and email, making phone calls and maintaining project files. This activity commences with receiving notice to proceed and continues through submittal of key project deliverables. Mark Thomas will prepare monthly invoices and progress reports. The progress reports will show the status of each task, the percent complete for each task, and the remaining budget. This will help to monitor project delivery costs and status.

### 1.3 Quality Assurance/Quality Control

The Mark Thomas Quality Control plan consists of established procedures for performing the work (which are reassessed with each project), including methods for the identifying accident analysis and countermeasure procedures, establishing appropriate levels of design development for intermediate submittals, and methods of project documentation. Mark Thomas will use our QA/QC manual as a guide to ensure the highest engineering quality possible.

Mark Thomas' Project Manager will be responsible for internal and external quality control measures. Some of these measures are summarized as follows:

#### Internal Quality Control

- Verify accident analysis is consistent with accepted standards
- Confirm approach for proposed alternatives and countermeasures
- Check calculations

#### External Quality Control

- Do the assumptions made match the SSAR guidelines?
- Are the cost estimates prepared for projects federally reimbursable under the HSIP program?

A record of quality control reviews will be kept in a separate file for documentation/quality audit purposes.

#### Task 1 Deliverables:

- Agenda and Minutes for each project meeting (6 total)
- Monthly Progress Summary (8 total)
- QA/QC



## 2 Preliminary Engineering

This task includes preparing the data necessary to select appropriate countermeasures to meet the requirements of the SSAR report. Generally, it will consist of collecting and analyzing the existing collisions in Humboldt County, and analyzing the safety of the intersections where high collisions exist.

### 2.1 Data Gathering & Field Visits

Mark Thomas will collect available crash collision data. Data will be collected from the Statewide Integrated Traffic Records System (SWITRS), Transportation Injury Mapping System (TIMS), and from local police department collision reports. It is anticipated that the County will collect the data from sheriff/local police departments.

Field visits will be conducted to determine unsafe roadway features for areas showing higher than normal traffic collisions. When visiting these areas, several factors will be considered:

- Sight Distance
- Striping Tapers
- Clear Recover Zone
- Horizontal and Vertical Curves
- Signage
- Roadway Cross Section (lane/shoulder widths)

The field visits will be geared toward identifying unsafe or non-standard features that may contribute to the collision types seen in that area. Two days of field visits have been assumed.

### 2.2 Collision Analysis and Diagrams

Data collected from various sources will be compiled into a single list of accidents that can be imported into Google Earth (.kmz format). Several different maps will be created showing various collision factors, collision severity, and violation type. This information will help to identify common trends network-wide so that appropriate countermeasures can be selected.



### 2.3 Project Analysis and Network Safety

The overall safety of the network will be examined. Projects that fall under the HSIP program will be separated from projects that may not be good candidates for the HSIP program. These undesirable HSIP projects will be summarized in a memorandum to the County, which will include potential safety improvements and future projects that can be funding under other programs.

### 2.4 Develop Countermeasures

Conclusions drawn in the accident analysis phase can then be developed into countermeasures. The *Local Roadway Safety - A Manual for California's Local Road Owners* will be used to select appropriate HSIP approved countermeasures. Generally, a few different countermeasures can be used to mitigate common trends. A list of these countermeasures will be provided to Mark Thomas for review and comment.

### 2.5 Preliminary Estimates

Project cost estimates will be prepared with the goal of generating rough costs to aid in countermeasure selection. Since HSIP funding is budget oriented, these preliminary estimates will help to see which projects may be best suited for funding under the HSIP program.

### 2.6 Preliminary B/C Ratios

Mark Thomas will use the TIMS software to calculate the benefit-cost ratios for various countermeasures and projects. As part of the SSAR guidelines, up to 6 high-risk corridors and 10 intersections for potential inclusion in the SSAR report. At the conclusion of this analysis, a list of projects will be prepared showing appropriate countermeasures, project costs, and expected B/C ratios.

#### Task 2 Deliverables:

- Collision Analysis in Google Earth Format (.kmz)
- Collision Analysis in Excel Format
- List of Potential Projects and Countermeasures in Excel Format



### 3 Data Refinement

Based on the preliminary results found in Task 2.0, the County will meet with Mark Thomas to discuss the direction and progress of the findings. The goal of this meeting will be to select countermeasures and projects to move forward with. Since the goal of Task 2.0 will be to identify many projects and potential countermeasures, they will not be looked at in great detail. This task is intended to detail the selected countermeasures and projects.

#### 3.1 Refine Accident Analysis

Mark Thomas will also coordinate with the utility companies where there would be only adjustments to grade of existing utility boxes/ covers to identify who will be responsible for the construction and construction costs.

#### 3.2 Develop Project Improvement Schematics

Proposed project improvements will be schematically designed with an objective to accurately identify project impacts and appropriate bid items. The plan-view schematic design will be created in AutoCAD Civil 3D 2015 and will identify impacts, bid items, and proposed project improvements. The design will be based off an aerial image and will be of sufficient detail to provide a planning-level cost estimate.

#### 3.3 Refine Estimates

Project improvements will be quantified and estimated based on the project improvement schematic. The estimate will include construction costs, preliminary engineering costs, environmental costs and construction management costs. The overall goal of the estimate is to identify the total cost a project would take to deliver, all of which can be reimbursed under the HSIP program if a project is selected for funding.

#### 3.4 Refine B/C Ratios (6 segments; 10 intersections)

Mark Thomas will use the TIMS software to prepare the final benefit-cost ratios for the selected projects and countermeasures. As part of the SSAR guidelines, Mark Thomas will analyze up to 6 high-risk corridors and 10 intersections for potential



inclusion in the SSAR report. At the conclusion of refining the B/C Ratios, a final list of projects will be prepared for the County, who can choose which projects to exclude or keep in the SSAR report.

#### Task 3 Deliverables:

- Project Improvement Schematics (11x17)(3 sets)
- Estimate (3 copies)
- List of Selected Projects and Countermeasures in Excel Format

## 4 Draft and Final SSAR Program Report

### 4.1 Draft SSAR Report

Using the information collected in Tasks 2.0 and 3.0, a draft SSAR report will be created and submitted for County review. The SSAR report will prioritize projects which may be fundable for HSIP. The report will summarize the potential projects and show the expected benefit-cost ratios. The report will include the following sections as described below.

#### Executive Summary

This section will include the objectives and focus for the SSAR and a brief summary of the major results. Discussions will include what methodologies were used to limit the data analysis and studies to stay within the funding limits. Other high-level discussions may include crash trends, corridors identified, countermeasures considered, conceptual projects identified, and the benefit-cost ratios for the projects.

#### Safety Data Summary

Safety data will be analyzed and will include ten (10) years of the most current crash data. Crash data will be compiled from local databases, the California I-SWITRS database, and UC Berkeley Transportation Injury Mapping (TIMS).

This section will follow guidance found in Section 2 of the Local Roadway Safety Manual (LRSM) to complete this section of the SSAR.



### Data Analysis Techniques and Results

Crash trends and crash concentrations will be analyzed based on overall numbers, identifying the leading causes of collisions. In addition, crashes will be identified on a 'rate' basis and compared to other areas within the County to identify the highest need intersections.

### Highest Occurring Crash Type

Mark Thomas will focus this area of the report on the top 3 to 10 crash types responsible for the fatalities and severe injuries occurring on their roadway network.

This section will follow guidance in Section 3 of the LRSM to complete this portion of the SSAR.

### High-Risk Corridors and Intersections

Mark Thomas will focus this area of the report on the top 3 high-risk corridors and top 5 intersections responsible for fatalities and severe injuries occurring on the roadway network.

This section will follow guidance in Section 3 of the LRSM to complete this portion of the SSAR.

### Countermeasure Selection

Mark Thomas will use crash reduction factors provided in the LRSM to identify potential low-cost systemic countermeasures that mitigate the local agencies' primary crash type trends. In addition, Mark Thomas will use crash concentrations (system-wide, corridors, and spot locations) to identify the countermeasures with a high likelihood of addressing the crashes that are appropriate for the characteristics of the roadway.

This section will follow the guidance in Section 4 of the LRSM to complete this section of the SSAR.



### Project Scope and Prioritization

Once the crash areas, trends, and corresponding systemic countermeasures have been identified, Mark Thomas will create preliminary safety project scopes. Mark Thomas will focus on finding the ideal balance between collision analyses on a systemic basis while also addressing high-crash locations. For the lowest cost improvements, like signing and striping, it may be an appropriate goal to have the entire roadway network eventually upgraded to a minimum level.

In contrast, the costlier systemic countermeasures may only be feasible to install at higher crash locations/ characteristics on a corridor-by-corridor basis.

### 4.2 Final SSAR Report

Following reviews by the County, any agreed-upon revisions shall be made to the SSAR report. A final SSAR report will be delivered to the County for submittal to Caltrans.

### Task 4 Deliverables:


- Draft SSAR Report (3 sets)
- Final SSAR Report (3 sets)

### Assumptions

- Field topographic surveys will not be performed
- Collision data will be available in an electronic database format (i.e., individual crash reports will not be reviewed and entered into a database)
- No more than Ten (10) safety project scopes are assumed for this scope of work.



**COST PROPOSAL FOR PROJECT SCOPE: Humboldt-Systemic Safety Analysis Report Program**

	Mark Thomas							TOTAL COST	
	Sr. Engineering Mgr	Project Manager	Sr. Project Engineer	Design Engineer II	Design Engineer I	Project Coordinator	Total Hours		Total MT Cost
	\$288	\$172	\$145	\$111	\$90	\$86			
<b>1.0 PROJECT MANAGEMENT</b>									
1.1 Project Meetings	16		16				32	\$6,920	\$6,920
1.2 Project Management	16					22	38	\$6,508	\$6,508
1.3 Quality Control & Quality Assurance		16					16	\$2,745	\$2,745
<b>Subtotal Phase 1</b>	<b>32</b>	<b>16</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>22</b>	<b>86</b>	<b>\$16,174</b>	<b>\$16,174</b>
<b>2.0 PRELIMINARY ENGINEERING</b>									
2.1 Data Gathering & Field Visits			40	32	16		88	\$10,765	\$10,765
2.2 Collision Analysis Diagrams			8	20	40		68	\$6,970	\$6,970
2.3 Project Analysis & Network Safety			16		4		20	\$2,674	\$2,674
2.4 Develop Countermeasures			6	6			12	\$1,531	\$1,531
2.5 Preliminary Estimates			6	12	22		40	\$4,176	\$4,176
2.6 Preliminary B/C Ratios			6	16			22	\$2,637	\$2,637
<b>Subtotal Phase 2</b>	<b>0</b>	<b>0</b>	<b>82</b>	<b>86</b>	<b>82</b>	<b>0</b>	<b>250</b>	<b>\$28,755</b>	<b>\$28,755</b>
<b>3.0 DATA REFINEMENT</b>									
3.1 Refine Collision Analysis			6	8	16		30	\$3,193	\$3,193
3.2 Develop Project Improvement Schematics			16	32	56		104	\$10,895	\$10,895
3.3 Refine Estimates			4	6	8		18	\$1,962	\$1,962
3.4 Refine B/C Ratios			4	6			10	\$1,242	\$1,242
<b>Subtotal Phase 3</b>	<b>0</b>	<b>0</b>	<b>30</b>	<b>52</b>	<b>80</b>	<b>0</b>	<b>162</b>	<b>\$17,293</b>	<b>\$17,293</b>
<b>4.0 DRAFT &amp; FINAL SSAR PROGRAM REPORT</b>									
4.1 Prepare Draft SSAR	2	2	32	8	8		52	\$7,152	\$7,152
4.2 Prepare Final SSAR	2	2	16	4	4		28	\$4,036	\$4,036
<b>Subtotal Phase 4</b>	<b>4</b>	<b>4</b>	<b>48</b>	<b>12</b>	<b>12</b>	<b>0</b>	<b>80</b>	<b>\$11,188</b>	<b>\$11,188</b>
<b>TOTAL HOURS</b>	<b>36</b>	<b>20</b>	<b>176</b>	<b>150</b>	<b>174</b>	<b>22</b>	<b>578</b>		
<b>OTHER DIRECT COSTS</b>								<b>\$1,591</b>	<b>\$1,591</b>
<b>TOTAL COST</b>	<b>\$10,363</b>	<b>\$3,432</b>	<b>\$25,457</b>	<b>\$16,589</b>	<b>\$15,666</b>	<b>\$1,903</b>		<b>\$75,000</b>	<b>\$75,000</b>



COST PROPOSAL

CLIENT Humboldt County  
PROJECT Systemic Safety Analysis Report Program  
CONSULTANT Mark Thomas

Date 29-Nov-17

DIRECT LABOR

Classification	Name	Range	Hours	Average Hourly Rate	Total
Sr. Principal		\$125 - \$135	0.0	@ \$ 130	\$ -
Principal		\$115 - \$125	0.0	@ \$ 120	\$ -
Sr. Engineering Manager		\$92 - \$111	36.0	@ \$ 101	\$ 3,653.82
Engineering Manager		\$82 - \$92	0.0	@ \$ 87	\$ -
Practice Area Leader		\$82 - \$92	0.0	@ \$ 87	\$ -
Sr. Project Manager		\$65 - \$82	0.0	@ \$ 73	\$ -
Sr. Technical Lead		\$65 - \$82	0.0	@ \$ 73	\$ -
Project Manager		\$55 - \$66	20.0	@ \$ 61	\$ 1,210.00
Technical Lead		\$55 - \$66	0.0	@ \$ 61	\$ -
Sr. Project Engineer		\$47 - \$55	176.0	@ \$ 51	\$ 8,976.00
Sr. Technical Engineer		\$47 - \$55	0.0	@ \$ 51	\$ -
Project Engineer		\$42 - \$47	0.0	@ \$ 44	\$ -
Design Engineer II		\$37 - \$41	150.0	@ \$ 39	\$ 5,849.25
Design Engineer I		\$27 - \$36	174.0	@ \$ 32	\$ 5,523.63
Sr. Technician		\$32 - \$43	0.0	@ \$ 37	\$ -
Technician		\$22 - \$32	0.0	@ \$ 27	\$ -
Intern		\$15 - \$22	0.0	@ \$ 18	\$ -
Sr. Survey Manager		\$61 - \$75	0.0	@ \$ 68	\$ -
Survey Manager		\$55 - \$61	0.0	@ \$ 58	\$ -
Sr. Project Surveyor		\$50 - \$55	0.0	@ \$ 52	\$ -
Project Surveyor		\$45 - \$50	0.0	@ \$ 47	\$ -
Sr. Surveyor		\$37 - \$45	0.0	@ \$ 41	\$ -
Surveyor		\$32 - \$36	0.0	@ \$ 34	\$ -
Lead Survey Technician		\$42 - \$46	0.0	@ \$ 44	\$ -
Sr. Survey Technician		\$31 - \$42	0.0	@ \$ 36	\$ -
Survey Technician		\$21 - \$31	0.0	@ \$ 28	\$ -
Survey Intern		\$15 - \$21	0.0	@ \$ 18	\$ -
Single Chief		\$39 - \$44	0.0	@ \$ 41	\$ -
Single Chainman		\$33 - \$40	0.0	@ \$ 36	\$ -
Apprentice		\$16 - \$33	0.0	@ \$ 24	\$ -
1 Person Field Crew		\$39 - \$44	0.0	@ \$ 41	\$ -
2 Person Field Crew		\$78 - \$88	0.0	@ \$ 83	\$ -
3 Person Field Crew		\$110 - \$127	0.0	@ \$ 119	\$ -
Sr. LAUD Division Manager		\$72 - \$81	0.0	@ \$ 76	\$ -
LAUD Division Manager		\$58 - \$72	0.0	@ \$ 65	\$ -
Sr. LAUD Project Manager		\$56 - \$58	0.0	@ \$ 57	\$ -
LAUD Project Manager		\$48 - \$56	0.0	@ \$ 52	\$ -
Sr. Project Landscape Architect		\$36 - \$42	0.0	@ \$ 39	\$ -
Project Landscape Architect		\$32 - \$36	0.0	@ \$ 34	\$ -
Landscape Designer		\$21 - \$32	0.0	@ \$ 26	\$ -
Intern		\$15 - \$22	0.0	@ \$ 18	\$ -
Sr. Inspector		\$33 - \$43	0.0	@ \$ 38	\$ -
Inspector		\$22 - \$33	0.0	@ \$ 27	\$ -
Expert Witness		\$138	0.0	@ \$ 138	\$ -
Strategic Consulting		\$138	0.0	@ \$ 138	\$ -
Sr. Project Accountant		\$36 - \$43	0.0	@ \$ 39	\$ -
Project Accountant		\$28 - \$35	0.0	@ \$ 32	\$ -
Sr. Project Coordinator		\$36 - \$40	0.0	@ \$ 38	\$ -

Project Coordinator	<u>\$25 - \$36</u>	<u>22.0</u>	@	<u>\$ 30</u>	<u>\$ 670.89</u>
Sr. Project Assistant	<u>\$27 - \$30</u>	<u>0.0</u>	@	<u>\$ 28</u>	<u>\$ -</u>
Project Assistant	<u>\$14 - \$27</u>	<u>0.0</u>	@	<u>\$ 20</u>	<u>\$ -</u>
Sr. Technical Writer	<u>\$26 - \$40</u>	<u>0.0</u>	@	<u>\$ 33</u>	<u>\$ -</u>
Technical Writer	<u>\$15 - \$26</u>	<u>0.0</u>	@	<u>\$ 20</u>	<u>\$ -</u>
Sr. Graphic Designer	<u>\$31 - \$40</u>	<u>0.0</u>	@	<u>\$ 35</u>	<u>\$ -</u>
Graphic Designer	<u>\$20 - \$31</u>	<u>0.0</u>	@	<u>\$ 25</u>	<u>\$ -</u>

Subtotal Direct Labor Costs \$ 25,883.59  
Anticipated Salary Increases \_\_\_\_\_

Total Direct Labor Costs \$ 25,883.59

**FRINGE BENEFITS**  
Fringe Benefits

Rate	Total
<u>77.79%</u>	<u>\$ 20,134.84</u>

Total Fringe Benefits \$ 20,134.84

**INDIRECT COSTS**  
Overhead/General and Administrative

<u>80.04%</u>	<u>\$ 20,717.23</u>
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Total Indirect Costs \$ 20,717.23

**FEE @ 10%**

\$ 6,673.57

**OTHER COSTS**

	<u>UNIT (\$)</u>	<u>UNIT COST</u>
Mileage	<u>610.0</u>	<u>\$0.535</u>
Overnight Mail/Mail	<u>15.0</u>	<u>\$15.00</u>
Per Diem	<u>4.0</u>	<u>\$260.00</u>

<u>TOTAL</u>
<u>\$ 326.35</u>
<u>\$ 225.00</u>
<u>\$ 1,040.00</u>

Total Other Costs \$ 1,591.35

**Mark Thomas Total Costs**

\$ 75,000.58

**TOTAL COSTS**

\$ 75,000.58

## Attachment C – Professional Liability Insurance



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/20/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Asero Insurance Services 200 N. Almaden Blvd. 3rd Floor San Jose, CA 95110  www.aseroins.com License No. 0A91339		<b>CONTACT NAME:</b> Asero Insurance Services <b>PHONE (A/C, No, Ext):</b> 866-966-8928 <b>FAX (A/C, No):</b> 408-271-1802 <b>E-MAIL ADDRESS:</b> certs@aseroins.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>NAIC #</b>	
		<b>INSURER A :</b> Travelers Property Casualty Co of Amer 25674	
		<b>INSURER B :</b> Travelers Indemnity Company of CT 25682	
		<b>INSURER C :</b>	
		<b>INSURER D :</b>	
		<b>INSURER E :</b>	
		<b>INSURER F :</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 37810114 **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 WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<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"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			680-2H548914	9/15/2017	9/15/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA-6H189707	9/15/2017	9/15/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Ded: \$1,000 \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP-9E095562	9/15/2017	9/15/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	<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	Y/N	N/A	XJUB4342T25017	9/15/2017	9/15/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

SA-17163--On-Call Professional Design Engineering Services  
 COUNTY, and its affiliates, directors, officers, officials, partners, representatives, employees  
 consultants, subconsultants, agents and landlord


NOTE: 30 DAYS NOTICE OF CANCELLATION WILL BE GIVEN EXCEPT 10 DAYS FOR NON-PAYMENT.

**CERTIFICATE HOLDER**

County of Humboldt - Risk Management  
 825 Fifth Street, Room 131  
 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   
 Joe Longwello

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## ADDITIONAL REMARKS SCHEDULE

AGENCY Asero Insurance Services		NAMED INSURED Mark Thomas & Company, Inc. 2290 North First Street, Suite 304 San Jose CA 95131	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25      **FORM TITLE:** Certificate of Liability (03/16)

**HOLDER:** County of Humboldt - Risk Management

**ADDRESS:** 825 Fifth Street, Room 131 Eureka CA 95501

General Liability Additional Insured / Waiver of Subrogation / Primary & Non-Contributory as required by written contract per form CG D3 81 09 07  
 Commercial Auto Liability Additional Insured / Waiver of Subrogation as required by written contract per form CA T3 53 02 15  
 Workers' Compensation Waiver of Subrogation as required by written contract per form WC 99 03 76 (A)-001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED  
(ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following is added to WHO IS AN INSURED  
(Section II):**

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part but only with respect to liability for "bodily injury", "property damage", or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard"

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage", or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

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

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits showing in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE (Section III)** for this Coverage Part.

**B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or 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 the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

**C. The following is added to Paragraph 8. Transfer of Rights of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage", or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or

organization entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition as added to

**DEFINITIONS (Section V):**

"Contract or agreement requiring insurance" means that part of any 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 you have entered into that contract or agreement;
- 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.**

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |                                                                     |                                                                       |
|---------------------------------------------------------------------|-----------------------------------------------------------------------|
| <b>A. BROAD FORM NAMED INSURED</b>                                  | <b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b>  |
| <b>B. BLANKET ADDITIONAL INSURED</b>                                | <b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b> |
| <b>C. EMPLOYEE HIRED AUTO</b>                                       | <b>J. PERSONAL PROPERTY</b>                                           |
| <b>D. EMPLOYEES AS INSURED</b>                                      | <b>K. AIRBAGS</b>                                                     |
| <b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b>                 | <b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b>                    |
| <b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b> | <b>M. BLANKET WAIVER OF SUBROGATION</b>                               |
| <b>G. WAIVER OF DEDUCTIBLE – GLASS</b>                              | <b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b>                           |

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

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

Any person or organization 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 Covered Autos 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.

#### **C. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

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

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of SECTION IV – BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your



## COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

### D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

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

### E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) 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.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

**G. WAIVER OF DEDUCTIBLE – GLASS**

The following is added to Paragraph D., **Deductible**, of SECTION III – PHYSICAL DAMAGE COVERAGE:

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

**H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

**I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

**J. PERSONAL PROPERTY**

The following is added to Paragraph A.4., **Coverage Extensions**, of SECTION III – PHYSICAL DAMAGE COVERAGE:

**Personal Property**

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

**K. AIRBAGS**

The following is added to Paragraph B.3., **Exclusions**, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

**L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph A.2.a., of SECTION IV – BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

**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

COMMERCIAL AUTO

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.



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 ( A) - 001

POLICY NUMBER: (XJUB-4342T25-0-17)

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 3 .0 % 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 09/15/2017
Insured Mark Thomas & Company, Inc.

Policy No. XJUB4342T25017

Endorsement No. Premium

Insurance Company

Countersigned by \_\_\_\_\_

DATE OF ISSUE: 09-15-17 ST ASSIGN:

Page 1 of 1