RESOLUTION - ACTION REQUESTED 2021-135

MEETING: March 16, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Approve Advertising for a Request for Qualifications for Local Road Safety Plan (LRSP)

RECOMMENDATION AND JUSTIFICATION:
Approve advertising for a Request for Qualifications (RFQ) for Local Road Safety Plan (LRSP); and Authorize the Public Works Director to Award and Sign the Agreement (Subject to Approval as to Legal Form by County Counsel)

The LRSP will become a living document regarding traffic safety used to coordinate the efforts of a wide range of organizations to reduce traffic accident fatalities and injuries on our public roads. The plan will identify low cost systematic ways to improve safety such as improving traffic striping retroreflectivity, installation of rumble strips or removing vegetation to clear a driver’s line-of-sight to a traffic sign. The plan will also allow the County to propose large traffic safety projects at multiple locations that have similar safety issues.

The LRSP has been in existence for the last decade across the country, however, Caltrans and the FHWA have determined that it will be required beginning with the Highway Safety Improvement Plan (HSIP) Cycle 11 estimated on or about around April 2022.

This Project is funded 90% through grant resources with a 10% Local Match requirement which can be satisfied through appropriated resources. Total Project Cost for this required report is estimated at $80,000.00

BACKGROUND AND HISTORY OF BOARD ACTIONS:
An application for funding was submitted to Caltrans on July 14, 2020. A congratulatory email was received on September 24, 2000. An allocation request was submitted on October 8, 2020. A Notice to Proceed was received on January 13, 2020. The LRSP must be completed before the next HSIP cycle in April 2022.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, and the County will be unable to seek future grant funding related to the Highway Safety Improvement Program (HSIP).
Resolution - Action Requested 2021-135

ATTACHMENTS:
RFQ for LRSP Local Road Safety Plan (PDF)
Letter for LRSP (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey
AGREEMENT FOR LOCAL ROAD SAFETY PLAN (LSRP)

THIS AGREEMENT ("Agreement") is made and entered into this 13th day of July, 2021, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Fehr & Peers ("Contractor"), pursuant to the following terms and conditions.

WITNESSETH:

1. TERM

The term of this Agreement shall commence on June 15, 2021 and terminate on December 31, 2022 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform Local Road Safety Plan as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $79,979.51. Contractor's hourly rates are listed in Exhibit B, "Cost Proposal." County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with at least thirty (30) calendar days' notice to County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.
(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

(7) Verification of Coverage: Contractor shall furnish County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor’s obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney’s fees, arising from all negligent acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding however such liability, claims, losses, damages, or expenses arising from County’s sole negligence of willful acts.

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

8. **STATE AND FEDERAL TAXES**

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

a. County will not withhold FICA (Social Security) from Contractor’s payments;

b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;

c. County will not withhold state or federal income tax from payment to Contractor;

d. County will not make disability insurance contributions on behalf of Contractor;

e. County will not obtain workers’ compensation insurance on behalf of Contractor.

9. **AUDITS AND INSPECTIONS**

Contractor shall at any time during business hours, and as often as County may deem necessary, make available to County for examination all of its records and data with respect to the matters covered by this Agreement. Contractor shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor’s compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars ($10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

10. **ASSIGNMENT**

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

11. **NOTICE**

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

**CONTRACTOR:**
Fehr & Peers  
1013 Galleria Blvd. Suite 255  
Roseville, CA 95678  
925.930.7100

**COUNTY:**
Mariposa County  
4639 Ben Hur Rd.  
Mariposa, CA 95338  
209.966.5356
12. **COMPLIANCE**

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

13. **PUBLIC RECORDS ACT**

Contractor is aware that this Agreement and any documents provided to County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act.

To the extent that County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

14. **ENTIRE AGREEMENT AND MODIFICATION**

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

15. **ENFORCEABILITY AND SEVERABILITY**

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

16. **TERMINATION AND RIGHTS UPON TERMINATION**

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit B.

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

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice.
For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

17. **NO WAIVER**

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

18. **DISPUTES**

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any such action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney’s fees. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

19. **CAPTIONS**

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

20. **NUMBER AND GENDER**

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

21. **MANDATORY AND PERMISSIVE**

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

22. **SUCCESSORS AND ASSIGNS**

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

23. **COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES**

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”), Cal. Civ. Code §§ 1633.1 to
1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA

Marshall Long, Board Chair
Mariposa County

APPROVED AS TO LEGAL FORM:

Steven W. Dahlem
County Counsel

CONTRACTOR

Fehr & Peers
INTRODUCTORY LETTER

PROPOSAL FOR THE DEVELOPMENT OF A LOCAL ROADWAY SAFETY PLAN (LRSP) IN MARIPOSA COUNTY

Gary Brown, County Engineer
County of Mariposa
Department of Public Works
4639 Ben Hur Road
Mariposa, CA 95338

Dear Mr. Brown,

The LRSP developed for Mariposa County will be much more than a document that sits on the County website. The LRSP will be used by decision-makers to understand and increase transportation safety in the region, with a goal of ultimately reducing severe injury and fatal collisions. It will also form the ongoing basis for how the County competes for Highway Safety Improvement Program (HSIP) funding by streamlining and optimizing the HSIP application processes: eligible projects will be identified, the most competitive projects will be prioritized, and feasible safety improvement concepts will be developed.

We know what it takes to produce a successful HSIP application – Fehr & Peers has helped agencies and their stakeholders win over 50 grant funding pursuits totaling awards of over $180 million. We also have extensive experience partnering with our clients to pursue their critical safety goals at the planning, implementation, and evaluation stages. We would be honored to have the opportunity to work together with Mariposa County on this important effort.

We are uniquely positioned for this effort due to our specific qualifications.

- **We use a data-driven, systemic safety approach.** We have worked with over 90 cities and counties across California in developing multimodal safety plans and grant applications, including Vision Zero Plans, LRSPs, and Systemic Safety Analysis Reports (SSARs). Our staff have been trained by FHWA in the LRSP process and are leading efforts in California and beyond to support the transition to this more data-driven, systemic approach to safety. Our proposed scope includes new technology, via Ecopia, to efficiently inventory roadway characteristics, including bicycle and pedestrian infrastructure.

- **We develop feasible, fundable, locally derived projects.** While we thrive on analytics and the objective selection of countermeasures based on benefit-cost analysis, we also recognize that for projects to be built – and make a difference in safety – they must reflect community values, address the critical safety needs identified in the data analysis, and position well for competitive funding. We have a strong track record of supporting our clients from the earliest planning stage all the way through grant writing, near-term quick build implementation, long-term design and construction support, and project evaluation.
- **We are national experts, locally based.** Fehr & Peers has served as a trusted advisor to many clients as they move into new areas of data, analytics, design, and policy. We have worked with Caltrans to develop new safety analysis techniques and guidance for the State Highway System. We are working with FHWA as they establish policies and a national brand for the Safe System approach and an associated revamp of HSIP. We are also leading ITE’s development of a guide to essential components of safety impact assessment.

Our proposed team brings a range of experience and safety expertise to this project. Our project manager, Rod Brown, AICP, PTP, RSP1, has worked with Mariposa County in the past to successfully deliver the most recent Mariposa County Regional Transportation Plan on a short timeline. He has also led implementation of new pedestrian safety analysis techniques for Caltrans. Our principal-in-charge, Meghan Mitman, AICP, RSP1, brings national expertise in Vision Zero and Safe System planning and policy setting, service in ITE Safety Council leadership, and nearly two decades of project experience in reactive and proactive multimodal safety planning and design. Our lead safety engineer/planner, Ashlee Takushi, has consulted on a variety of safety-related projects (multiple LRSPs as well as a vision zero plan, systemic safety analysis report, and an active transportation plan) and leads our company-wide LRSP initiative. Dave Stanek, PE, RSP1, brings wide experience working on safety improvements on state highways. Adrian Engel, PE, will apply his expertise on safety projects especially for pedestrians, bicyclists, and more developed areas.

We acknowledge the content of the RFP and Addendum #1.

We are excited and prepared to perform the services and adhere to the requirements described in this RFP. As a principal of Fehr & Peers, I, Meghan Mitman, am authorized to bind the firm contractually. This proposal is a firm offer for a 90-day period. Please contact me at (925) 930-7100 or m.mitman@fehrandpeers.com, or our proposed project manager, Rod Brown, at (916) 773-1900 or r.brown@fehrandpeers.com, should you have any questions or would like to discuss our submission further.

Sincerely,

Meghan Mitman, AICP, RSP1
Principal, Fehr & Peers
(925) 930-7100
m.mitman@fehrandpeers.com
1013 Galleria Boulevard, Suite 255
Roseville, CA 95678
**REQUIREMENTS STATEMENT**

**TASK 1**
*Project Management*

**Kickoff Meeting.** At the start of the project, Fehr & Peers will organize a project kickoff meeting with Mariposa County staff to discuss the goals, objectives, tasks, project schedule, County expectations, and Caltrans's grant requirements. This meeting will include a review of the purpose and key components of the following tasks. We will also present examples from recently completed LRSPs from across California for reference.

**Stakeholders Group.** Fehr & Peers will work with County staff to develop a stakeholder working group comprised of key organizations that have influence and experience with safety in the county. This stakeholder group will support establishment of emphasis areas and provide input into the development of local plans in accordance with key elements of FHWA's Safe System approach (Safe Road Users, Safe Roads, Safe Speeds, and Post-Crash Care). This group will be key to fulfilling the Safe System approach to safety, where road safety is a shared responsibility amongst everyone, including those that design, build, operate, and use the road system. Key stakeholders may include Public Works Engineering, Sheriff's Office, Caltrans, transit, local schools, local fire departments, Mariposa County Health and Human Services, tribal representatives (California Valley Miwok Tribe and American Indian Council of Mariposa County), as well as local businesses (e.g., chambers of commerce), community-based organizations, and community leaders.

Fehr & Peers will hold two stakeholder meetings during the project.

- The purpose of the first stakeholder meeting will be to educate stakeholders of the goals of the agencies' LRSPs, to discuss partnerships for addressing safety, to discuss safety focus areas, and to discuss current and planned programs related to transportation safety.
- We will work with County staff to organize a second stakeholder meeting, after developing the draft priority project recommendations. At this meeting, we will provide an overview of the collision analysis and review of the emphasis areas and will discuss potential non-engineering strategies with the group.
SAFE SYSTEM

Zero is our goal. A Safe System is how we will get there.

Imagine a world where nobody has to die from vehicle crashes. The Safe System approach aims to eliminate fatal & serious injuries for all road users. It does so through a holistic view of the road system that first anticipates human mistakes and second keeps impact energy on the human body at tolerable levels. Safety is an ethical imperative of the designers and owners of the transportation system. Here's what you need to know to bring the Safe System approach to your community.

Making a commitment to zero deaths means addressing every aspect of crash risks through the five elements of a Safe System, shown below. These layers of protection and shared responsibility promote a holistic approach to safety across the entire transportation system. The key focus of the Safe System approach is to reduce death and serious injuries through design that accommodates human mistakes and injury tolerances.

### Safe Road Users
The Safe System approach addresses the safety of all road users, including those who walk, bike, drive, ride transit, and travel by other modes.

### Safe Vehicles
Vehicles are designed and regulated to minimize the occurrence and severity of collisions using safety measures that incorporate the latest technology.

### Safe Speeds
Humans are unlikely to survive high-speed crashes. Reducing speeds can accommodate human injury tolerances in three ways: reducing impact forces, providing additional time for drivers to stop, and improving visibility.

### Safe Roads
Designing to accommodate human mistakes and injury tolerances can greatly reduce the severity of crashes that do occur. Examples include physically separating people traveling at different speeds, providing dedicated times for different user groups, and allowing adequate space for pedestrians to move through a space and alerting users to hazards and other road users.

### Post-Crash Care
When a person is injured in a collision, they rely on emergency first responders to quickly locate them, stabilize their injury, and transport them to medical facilities. Post-crash care also includes forensic analysis at the crash site, traffic incident management, and other activities.
**Biweekly Progress Meetings.** We will hold biweekly progress meetings with County staff and other key personnel as identified by the County to discuss project status and progress, review new results, prepare for upcoming tasks, debrief on completed tasks, and troubleshoot any other potential issues that could adversely affect the schedule or budget. We will use Microsoft Sharepoint to share files with County staff and allow interactive comments. Invoices, with accompanying progress reports, will be delivered monthly.

All stakeholder meetings and monthly progress meetings will be held via phone and/or video conference. We will use our Microsoft Teams conference system or the County’s own system, if preferred.

**Task 1 Deliverables**
- Kick-off meeting agenda and meeting minutes
- Stakeholder roster
- Stakeholder meeting agendas and minutes
- Progress meeting agendas and minutes
- Monthly invoices with progress reports

**TASK 2**

**Review Crash, Traffic, and Roadway Data**

Fehr & Peers will collect and review data from several sources:

**Plans, Policies, and Programs.** We will review relevant local agency plans, policies, and programs related to transportation safety including but not limited to the County Regional Transportation Plan, General Plan, Strategic Plan, Bicycle and Pedestrian Transportation Plan, and Capital Improvement Program. As the Caltrans District 10 Active Transportation Plan is developed, we will also work to obtain data and information from that plan. The purpose of this review will be to document existing efforts, data sources, and policies that address transportation safety and to set the stage for identifying emphasis areas.

**Collision Data.** We will obtain data for the past five years from the Statewide Integrated Traffic Records System (SWITRS) and the Transportation Injury Mapping System (TIMS). Although the County does not maintain a separate collision database such as Crossroads, we will coordinate with the County to incorporate additional GIS-mapped data, where feasible, about collisions since 2019; or we will include anecdotal data, such as include safety-related complaints or requests that local agencies and law enforcement have received.
In some locations, safety improvements may have been made during the period of data collection. We will request local agency data on such improvements so that those locations may be analyzed with that consideration.

**Ecopia Data Examples**

Ecopia applied AI to identify a number of facilities using geospatial imagery.

- **Truncated Domes**
- **Planting Strips**
- **Intersection Configurations**
- **Sidewalks**
- **Crosswalks**
- **Bike Facilities**
- **Medians**
- **Lanes**

**Infrastructure & Built Environment Data.**

Infrastructure and built environment data are critical to understand how contextual characteristics contribute to commonly occurring collision types. Gaps in the data are likely throughout the region. To address these gaps, we will work with the County to identify high priority features to collect using a three-pronged approach:

- Some features of interest may be available through publicly available sources such as OpenStreetMap. These features will be downloaded and placed in the web map to collaboratively review and improve the accuracy of each feature.
- We will supplement data that may be available from the county (e.g., sidewalk, crosswalk, bike facility, signal inventories) with data collected in partnership with Ecopia, supplier to Fehr & Peers.
- We have allocated up to eight hours of staff time to manually code contextual data into GIS for any potentially critical data not available from the above-mentioned sources.
Collision Analysis. Our first step for collision analysis will be to identify the top intersections and corridors that account for a disproportionate share of severe and fatal collisions (i.e., hot spot analysis). We will also use the Fehr & Peers Collision Analysis Tool (FPCAT) to rapidly and efficiently identify key factors in these collisions. This data will be used to create a High Injury Network for the county, including locations of particular concern for drivers, pedestrians, and bicyclists.

Our second step will be to define collision profiles that represent the most frequent and most severe crash typologies countywide. Defining collision profiles is a systemic approach that identifies risk factors from the contextual data; these profiles will support identifying locations that have inherent collision risk, even if collision history does not indicate an apparent safety concern. This approach allows the County to be both proactive and reactive when addressing safety.

Fehr & Peers will provide a memorandum that summarizes the collision dataset, includes maps of the collision data, highlights collision hot spot locations, and provides an overview of each collision profile, including key statistics for each typology.

Custom Web Map. We will use a custom web map for internal use to share working data, including working collision datasets and contextual information, as well as any information about intersections and roadway segments of concern as they are identified. This will enable meaningful exchange of progress and input from the County throughout our analytical process, as this web map may be used throughout the project to share additional data and conclusions. We will refer to this web map during our biweekly check ins.

Task 2 Deliverables

- Memorandum summarizing results of the data collection and collision analysis (with consolidated revisions to be reflected in the draft LRSP)
- Web map to share in-progress data and maps with County staff
TASK 3
Public Engagement

Virtual Meetings, Factsheet, and Website Content. Using the results of Task 2, we will create a factsheet describing the project, the project timeline, and opportunities for the public to get involved; we will also summarize the results of the analysis. This content will be provided in a format to be posted on the County’s website.

From our work on the RTP, we know that county residents have several concerns about transportation safety. In an online survey we conducted for that project in early 2019 with 179 respondents, four key safety issues were prominent:

- Many drivers were concerned about safety on state highways.
- Pedestrians generally felt unsafe walking on local roads and had concerns with missing sidewalks, poor condition of existing sidewalks, and lack of safe crossings, particularly in Mariposa.
- Bicyclists generally do not feel safe riding on Mariposa County roads.
- Respondents with children attending local schools felt there were insufficient safe bicycling and pedestrian routes for students to get to school.

Fehr & Peers will host two virtual public meetings via Zoom to allow the public to provide input on the plan and gain additional information about public safety concerns. These meetings will be held after completion of Task 2, Review Crash, Traffic, and Roadway Data, with the purpose of listening to input on key issues and opportunities. This input is expected to help clarify or prioritize our analysis, and potentially also expand it if additional areas of concern are identified. These meetings will have the same content but be provided at different times based on consultation with the County. We will create a presentation, including maps and charts, summarizing the results of the collision analysis and initial conclusions identified. We will then provide the public the opportunity to comment on the analysis and to discuss their safety concerns.

Presentation to Board of Supervisors. Fehr & Peers will present the final LRSP to the Board of Supervisors. The presentation will include a summary of collision patterns and trends, safety priorities identified by the analysis, countermeasures, and priority recommended projects.

Presentation is presumed to be made via video conference.

Task 3 Deliverables

- Two virtual public meetings, including presentation and meeting summaries
- Project factsheet, including a draft and a final version based on one round of comments
- Content for a project website
- Presentation of Final LRSP to the Board of Supervisors
Development of Countermeasures
Fehr & Peers has developed a number of safety countermeasure toolboxes for the various safety studies we have supported throughout California; we will pull resources from our previous work to define a toolbox of engineering countermeasures that are focused on the context of safety concerns for the county. We will also expand on these past resources to include additional relevant countermeasures that may be appropriate and of interest to the county, based on our intimate familiarity with countermeasure resources such as the CMF Clearinghouse, Caltrans Local Roadway Safety Manual (LRSM), FHWA Manual for Selecting Safety Improvements on High Risk Rural Roads, FHWA PedSAFE/BikeSAFE, Highway Safety Manual (HSM), and various NCHRP studies, including the recent Guidance to Improve Pedestrian and Bicyclist Safety at Intersections (NCHRP Report 926, 2020).

For each countermeasure identified, we will include any quantitative efficacy (such as a crash modification factor) and qualitative cost (such as $ versus $$$). We will also provide a table that identifies which countermeasures are applicable for each of the collision profiles.

Our toolbox will include non-engineering countermeasures to be used in conjunction with the engineering measures and to address problems that infrastructure cannot solve on its own. We've developed a menu of educational, policy and program, and deterrence measures that address behavioral issues (such as drinking and driving and yielding to pedestrians) and apply best practices (such as maintenance programs).

Implementation of LRSP
As part of this task, Fehr & Peers will expand upon the collision profiles to include countermeasures identified as described above. This will serve as the implementation strategy for the systemic approach.

Through the results of hot spot and systemic evaluation in Task 2, we will identify 10 priority projects (spot, systemic, or comprehensive) with County staff. Fehr & Peers will identify project descriptions based on our evaluation of the safety data, a field review of the project sites, discussions with County staff during bi-weekly meetings, and countermeasure efficacy. The top three projects selected by the County will be supplemented with planning level project information including an 8-1/2” x 11” conceptual exhibit, cost estimate, and HSIP analyzer calculation.
We have worked with BriskLUMINA to conduct near-miss analysis using their conflict detection algorithms. They use artificial intelligence and deep learning to analyze traffic video to detect, classify, and track the movements of road users. Trajectory data and vehicle-pedestrian interactions are then extracted. Surrogate safety measures are subsequently derived, evaluated, and used to identify near misses and assess the safety of the study location.
We will also lay out an approach to monitoring safety outcomes to evaluate the county’s progress towards reducing severe injury and fatal collisions, including evaluation of safety project implementation. The monitoring strategy will include discussion of new near-miss safety vendors, which Fehr & Peers has had the opportunity to test on a number of projects in California.

Fehr & Peers will finalize the emphasis areas with feedback by County staff during bi-weekly project management meetings. Fehr & Peers will then organize a second and final stakeholder meeting as describe in Task 1. At this meeting, we will provide an overview of the collision analysis and review of the emphasis areas and will discuss potential non-engineering strategies with the group. Fehr & Peers will lead the meeting with a preliminary list of non-engineering strategies focused on the collision profiles and emphasis areas, and will highlight that enforcement strategies should be sensitive to marginalized communities.

**Documentation** Fehr & Peers will develop the administrative draft LRSP, which will include a refinement of the emphasis areas and strategies. To support implementation of the emphasis areas and project list, the LRSP will identify potential funding sources. The LRSP will include the findings of all previous tasks.

**Task 4 Deliverables**
- Draft and final (based on one set of consolidated comments) countermeasure toolbox
- Administrative draft report

**TASK 5**
**Final LRSP**

Fehr & Peers will revise the administrative draft LRSP based on up to two rounds of consolidated comments by County staff and stakeholders. The final draft will then be presented to the Board of Supervisors for adoption. We have also budgeted for one minor editorial round of revision if the Board of Supervisors requests any editorial changes.

**Task 5 Deliverables**
- Final LRSP, based on up to two consolidated rounds of County staff and stakeholder review and one minor round of Board of Supervisors review

**TASK 6**
**HSIP Applications (Optional)**

Using our extensive experience developing successful HSIP grant applications, Fehr & Peers will further develop up to three projects from the priority project list to the 30% level, as well as other materials needed for the grant applications. This will include project drawings, cost estimates, and narratives necessary to compete well for limited funding. We will work with Mariposa County staff to submit the grant applications.

**Task 6 Deliverables**
- Materials to support HSIP grant applications (up to three), including 30% design drawings and cost estimates, as well as engineer's check list and narratives
## Fehr & Peers' Fee Proposal for Mariposa LRSP

### Tasks

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**Notes:**
- This fee proposal is valid for a period of 90 days from the proposal submission date.
- Mileage is billed at the IRS rate.
- All direct expenses are billed with no markup or handling fee.
**FEHR&PE-01**  
**MICHAELA**  
**DATE (MM/DD/YYYY): 6/10/2021**

**CERTIFICATE OF LIABILITY INSURANCE**

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

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

---

**PRODUCER**
License # DE67768  
IAO Insurance Services  
3875 Hopyard Road  
Suite 200  
Pleasanton, CA 94588

**INSURED**
Fehr & Peers  
1013 Galleria Blvd.  
Suite 255  
Roseville, CA 95678

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**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES**

**CANCELLATION**

**CERTIFICATE HOLDER**
County of Mariposa  
4639 Ben Hur Rd  
Mariposa, CA 95338

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**ACORD 25 (2016/03)**  
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### ADDITIONAL REMARKS SCHEDULE

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**AGENCY CUSTOMER ID:** FEHR&PE-01  
**MICHAELA**  
**LOC #:** 1

**NAMED INSURED:** Fehr & Peers  
1013 Galleria Blvd.  
Suite 225  
Roseville, CA 95678

**EFFECTIVE DATE:** SEE PAGE 1

**ADDITIONAL REMARKS**

This additional remarks form is a schedule to ACORD Form, Form Number: ACORD 26, Form Title: Certificate of Liability Insurance.

Description of Operations/locations/vehicles:

General liability & auto liability include the following person(s) or organization(s): County of Mariposa, its officers, officials, employees, and volunteers, as required per written contract.
RLIPack® FOR PROFESSIONALS
BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. C. WHO IS AN INSURED is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or 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 "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:
   a. 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 policy.
   b. This insurance does not apply to the rendering of or failure to render any "professional services".
   c. This endorsement does not increase any of the limits of insurance stated in D. Liability And Medical Expenses Limits of Insurance.

3. The following is added to SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)
   However, if you specifically agree in a contract or agreement that the insurance provided to an additional insured under this policy 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 after you have entered into that contract or agreement; or
   b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)
   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 and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® BUSINESS AUTO ENHANCEMENT

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

A. Broad Form Named Insured
B. Employees As Insureds
C. Blanket Additional Insured
D. Blanket Waiver Of Subrogation
E. Employee Hired Autos
F. Fellow Employee Coverage
G. Auto Loan Lease Gap Coverage
H. Glass Repair – Waiver Of Deductible
I. Personal Effects Coverage
J. Hired Auto Physical Damage Coverage
K. Hired Auto Physical Damage – Loss Of Use
L. Hired Car – Worldwide Coverage
M. Temporary Transportation Expenses
N. Amended Bodily Injury Definition – Mental Anguish
O. Airbag Coverage
P. Amended Insured Contract Definition – Railroad Easement
Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound
R. Notice Of And Knowledge Of Occurrence
S. Unintentional Errors Or Omissions
T. Towing Coverage
This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

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

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. Employees As Insureds

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

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.

C. Blanket Additional Insured

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

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs 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 – COVERED AUTOS LIABILITY COVERAGE.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured's own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs.

D. Blanket Waiver Of Subrogation

The following is added to the SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss 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 contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

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

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

2. Changes in General Conditions:

Paragraph 5.b. of the Other Insurance Condition in the BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

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 that individual "employee"s name, with your 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".

F. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, Exclusion B.5. does not apply if you have workers compensation insurance in-force covering all of your employees.

G. Auto Loan Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the PHYSICAL DAMAGE COVERAGE section of the policy; and

2. Any:

a. Overdue lease/loan payments at the time of the "loss";
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

Policy Number: 57 WEG ZJ1989

Named Insured and Address: FEHR & PEERS
100 PRINGLE AVE STE 600
WALNUT CREEK CA 94596

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

<table>
<thead>
<tr>
<th>Person or Organization</th>
<th>Job Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us</td>
<td></td>
</tr>
</tbody>
</table>

Countersigned by ____________________ Authorized Representative

Form WC 04 03 06 (1) Printed in U.S.A.
**CERTIFICATE OF LIABILITY INSURANCE**

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER 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 endorsements.**

<table>
<thead>
<tr>
<th>PRODUCER</th>
<th>License # OES7768</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fehr &amp; Peers</td>
<td>3875 Hopyard Road Suite 200 Pleasanton, CA 94588</td>
</tr>
</tbody>
</table>

| INSURED | Fehr & Peers 1013 Galleria Blvd. Suite 255 Roseville, CA 95678 |

<table>
<thead>
<tr>
<th>CONTACT</th>
<th>Gigi Yuen</th>
</tr>
</thead>
<tbody>
<tr>
<td>PHONE</td>
<td>(925) 660-3514</td>
</tr>
<tr>
<td>ADDRESS</td>
<td>9400 Folsom Blvd., Suite 255 Roseville, CA 95678</td>
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**COVERAGES**

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<th>POLICY EFF</th>
<th>POLICY EXP</th>
<th>LIMITS</th>
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<td>12/6/2021</td>
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<td>5/1/2021</td>
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<td>AEXNYABEFJ2005</td>
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<td>12/6/2021</td>
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</tbody>
</table>

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

RS21-4055.00 / Mariposa County LRSP

All Operations of the Named Insured, including the aforementioned project, if any.

General Liability: Please see blanket Additional Insured endorsement attached; such coverage is Primary and Non-Contributory with Waiver of Subrogation included, as required per written contract.

Auto Liability: No company owned vehicles. Please see blanket Additional Insured endorsement with Waiver of Subrogation Included, as required per written contract.

Workers' Compensation: Waiver of Subrogation is included as per attached blanket Waiver of Subrogation endorsement, as required per written contract. SEE ATTACHED ACORD 101

**CERTIFICATE HOLDER**

County of Mariposa
4639 Ben Hur Rd
Mariposa, CA 95338

**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

<table>
<thead>
<tr>
<th>AGENCY</th>
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<th>NAMED INSURED</th>
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</tr>
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<tr>
<td>Fehr &amp; Peers</td>
<td>Description of Operations/Locations/Vehicles:</td>
</tr>
<tr>
<td></td>
<td>GENERAL LIABILITY &amp; AUTO LIABILITY INCLUDE THE FOLLOWING PERSON(S) OR ORGANIZATION(S): County of Mariposa, its</td>
</tr>
<tr>
<td></td>
<td>officers, officials, employees, and volunteers, as required per written contract</td>
</tr>
</tbody>
</table>
RGLPack® FOR PROFESSIONALS
BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or 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 "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:
   
   a. 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 policy.
   
   b. This insurance does not apply to the rendering of or failure to render any "professional services".
   
   c. This endorsement does not increase any of the limits of insurance stated in D. Liability And Medical Expenses Limits of Insurance.

3. The following is added to SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)
   
   However, if you specifically agree in a contract or agreement that the insurance provided to an additional insured under this policy 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 after you have entered into that contract or agreement; or
   
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4. The following is added to SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)
   
   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 and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

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RLIPack® BUSINESS AUTO ENHANCEMENT

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R. Notice Of And Knowledge Of Occurrence
S. Unintentional Errors Or Omissions
T. Towing Coverage
This endorsement modifies insurance provided under the following:

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A. Broad Form Named Insured

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

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

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Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs 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 – COVERED AUTOS LIABILITY COVERAGE.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured's own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs.

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

2. Changes In General Conditions:

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

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Policy Number: 57 WEG ZJ1989

Named Insured and Address: FEHR & PEERS
100 PRINGLE AVE STE 600
WALNUT CREEK CA 94596

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You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

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<td>Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us</td>
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</table>

Countersigned by ____________________________

Authorized Representative

Form WC 04 03 06  (1) Printed in U.S.A.