



25  
years

ENVIRONMENTAL | PLANNING | PUBLIC FACILITATION | HOUSING



## Proposal for Environmental Consultant Services

The Town of Los Gatos

Attn: Community Development Department

Corporate Office:  
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Sacramento, CA 95834  
Office: (916) 372-6100  
[info@raneymanagement.com](mailto:info@raneymanagement.com)

Nick Pappani  
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EXHIBIT A

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## Appendix A: Raney Resumes

## Appendix B: Certificate of Insurance

October 3, 2025

Community Development Department  
Town of Los Gatos  
110 E. Main St.  
Los Gatos, CA 95030  
(408) 354-6874  
[Planning@losgatosca.gov](mailto:Planning@losgatosca.gov)

**Re: Request for Proposal (RFP) for Environmental Consultant Services**

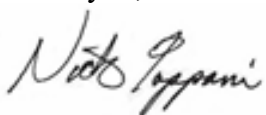
Dear Los Gatos Community Development Department:

On behalf of Raney Planning & Management, Inc., I am pleased to submit our proposal in response to the Town of Los Gatos Request for Proposal (RFP) for Environmental Consultant Services. Over the past 26 years, Raney has completed numerous California Environmental Quality Act (CEQA), planning, air quality-related, and National Environmental Policy Act (NEPA) projects. Raney is committed to ensuring successful management of the environmental review and planning process and has the experience needed to efficiently complete the CEQA process, alleviate the Town's workload, and ensure the needs and expectations of the Town are satisfied. Raney is proud to be an independent and privately-owned small business entity in Sacramento, California, providing environmental and land use planning services. Raney is an S Corporation and a State of California certified Small Business Enterprise (SBE).

Raney has completed numerous CEQA projects throughout California. This proposal will highlight a select number of projects, including the Twin Oaks/Surrey Farms IS/MND, 14915 Shannon Road Subdivision Initial Study, 15349 Los Gatos Boulevard Modified Initial Study Checklist, and Winchester Assisted Living Initial Study located in the Town of Los Gatos, as well as the Tuscan Ridge EIR located in Butte County, the Palomino Place Subsequent EIR located in the City of Davis, the SMP 39/SMP 40 EIR located in the City of Livermore, and the Sand Creek Focus Area Projects in the City of Antioch.

To meet the needs of the Town of Los Gatos, we have provided a summary of Raney's relevant experience and expertise in the CEQA process, as well as Air Quality and Greenhouse Gas Impact Analyses. Thank you for the opportunity to submit our proposal for your consideration. If you have any questions regarding our submittal or would like additional information, please feel free to contact Division Manager/Air Quality Specialist, Angela DaRosa or myself. Raney accepts the Town of Los Gatos' contract template for the Consulting Services Agreement with no exceptions. Raney acknowledges and accepts all published addenda for this RFP.

Thank you,



Nick Pappani, Vice President  
1501 Sports Drive, Suite A, Sacramento, California 95834

# I. CERTIFICATION FORMS





## ATTACHMENT 1 - CONFLICT OF INTEREST STATEMENT

THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE PROPOSAL

### ENVIRONMENTAL SERVICES

The undersigned declares:

I/We NICK Peppani (Insert Name) have the following financial, business, or other relationship with Town of Los Gatos that may have an impact upon the outcome of the contract. If none, please specify that no other relationships may have an impact on this contract.

None.

I/We Nick Peppani (Insert Name) have the following current clients who may have a financial interest in the outcome of this contract. If none, please specify that no other clients may have a financial interest with an impact on this contract.

None.

Pursuant to Government Code section 1090 and any other laws, rules, and regulations that may apply, the Proposer covenants that neither it, its subcontractors, nor employees presently have an interest, and shall not acquire any interest, direct or indirect, financial or otherwise that would conflict in any manner or degree with contract awarded from this RFP. Proposer certifies that to the best of its knowledge, no one who has or will have any financial interest in the contract awarded from this RFP is an officer or employee of the Town. Through its submittal of a proposal, Proposer acknowledges that it is familiar with Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California and will immediately notify the Town if it becomes aware of any facts concerning the contract to be awarded that constitute a violation of said provisions.

Furthermore, if there is reason to believe that collusion exists among the Proposers, the Town may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same

work unless alternate proposals are called for. A person, firm, or corporation who has submitted a sub-proposal to a Proposer, or who has quoted prices on materials to a Proposer, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Proposers. Reasonable ground for believing that any Proposer is interested in more than one proposal for the same work will cause the rejection of all proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among the Proposers, the Town may refuse to consider proposals from participants in such collusion. Proposers shall submit as part of their proposals documents the completed Non-Collusion Declaration provided herein.

I, on behalf of the Proposer, declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 10/3/2025 [date], at Sacramento [city], CA [state].

Raney Planning + Management  
Proposer Name (Person, Firm, Corp.)

Vice President  
Title of Authorized Representative

1501 Sports Drive, Ste A  
Address

Nick Pappas  
Name of Authorized Representative

Sacramento, CA 95834  
City, State, Zip

10/3/2025  
(Date)

Nick Pappas  
(Signed)

## ATTACHMENT 2 – NON-COLLUSION DECLARATION

**THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE PROPOSAL**

### ENVIRONMENTAL SERVICES

The undersigned declares:

I am the Vice President [Insert Title] of Rarey Planning + Management [Insert name of company, corporation, LLC, partnership or joint venture] the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The Respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham proposal. The Respondent has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or to refrain from responding. All statements contained in the proposal are true.

Any person executing this declaration on behalf of a respondent that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the respondent.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 10/3/25 [date], at Sacramento [city], CA [state].

By:

Nick Pappari

Name:

Nick Pappari

Title:

Vice President

**ATTACHMENT 4 - STATEMENT REGARDING INSURANCE COVERAGE AND WORKER'S COMPENSATION  
INSURANCE ACKNOWLEDGMENT CERTIFICATE**

**THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE PROPOSAL**

**ENVIRONMENTAL SERVICES**

PROPOSER HEREBY CERTIFIES that the Proposer has reviewed and understands the insurance coverage requirements specified in the RFP. Should the Proposer be awarded a contract for Services, Proposer further certifies that the Proposer can meet the specified requirements for insurance, including insurance coverage of any subcontractors, and agrees to name the Town as additional insured for the Services specified.

By certifying this form, the Proposer also understands the Worker's Compensation insurance requirement per the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Rarey Planning & Management  
Name of Proposer (Person, Firm, or Corporation)

Nick Pappani  
Signature of Proposer's Authorized Representative

Nick Pappani, Vice President  
Name & Title of Authorized Representative

10/3/2025  
Date of Signing



## II. REVIEW OF SCOPE OF SERVICES

Raney Planning & Management, Inc. was established in 1999 by Company President, Tim Raney, AICP, and has built a reputation as one of the most trusted, experienced, and highly regarded small planning and environmental firms in northern California. Raney brings a unique perspective on the environmental review and planning process to every project, providing insight into efficient and cost-effective management strategies that will alleviate the workload of Town staff, smooth the review and planning process, and promote the positive growth of the Town.

Raney is confident in fulfilling the Scope of Services outlined by the Town of Los Gatos and is familiar with the Town's specific environmental concerns. While this proposal focuses on CEQA services, a full Statement of Qualifications for all of Raney's services is available upon request.

### CEQA SERVICES

Raney has completed numerous California Environmental Quality Act (CEQA) and air quality related projects for public and private clients, including documentation for standard residential, commercial, mixed-use, industrial, roadway, and infrastructure projects. Raney's approach is to serve as an extension of lead agency staff, tailoring our services to meet the unique needs of each jurisdiction and unique project. Raney will assign the management core of the company to head every Town of Los Gatos project, ensuring clients receive the greatest level and depth of experience, a direct line of communication to decision-makers, and specialized services. The following is a general list of Raney's CEQA and air quality services:

- **CEQA Documents**
  - Categorical Exemptions;
  - Initial Studies and Mitigated Negative Declarations;
  - Initial Studies and Negative Declarations;
  - CEQA Addendums;
  - Environmental Impact Reports;
  - CEQA Streamlining using Appendix N and Public Resources Code (PRC) Sections 21155, and CEQA Guidelines Section 15183 and 15182; and
  - Assembly Bill (AB) 130 Consistency Memorandums.
- **Air Quality and Greenhouse Gas (GHG) Studies**
  - Stand-alone Air Quality Impact Studies;
  - Operational Air Quality Mitigation Plans;
  - GHG Analyses;
  - GHG Reduction Plans;
  - Climate Action Plans, including GHG inventory and identification of GHG reduction requirements; and
  - Health Risk Assessments.

### APPROACH

Raney provides clients with a direct, communication-focused approach that has been shaped by decades of experience successfully guiding projects through both the planning and environmental review processes. Raney will work closely with Town staff at the beginning of the environmental review process to clarify action items within Raney's scope of work and identify which issues are of greatest concern to the Town and the public to ensure that those issues are adequately addressed.

Raney emphasizes communication and coordination with the lead agency and project stakeholders to identify, mitigate, and/or resolve potential project roadblocks as early as possible, and will immediately contact the Town to discuss and address any project issues and concerns that arise during the review process.

Raney's experienced staff have over 60 years of collective experience working on projects throughout northern California and are able to adapt to any project-specific circumstances. Should unforeseen complications arise, Raney can advise the Town on creative methods to meet the project timeline, mitigate any increase in project budget, and meet project-specific needs without compromising the accuracy and defensibility of the environmental review documentation. For example, if a project requires additional analysis following a public review comment, Raney would immediately coordinate with the Town to determine next steps, contact the appropriate sub-consultant if required, and work with the Town to act on any creative methods of keeping the project timeline on track.

Raney understands the legal risk of inadequate records and maintains a comprehensive administrative record of documents and personal communications associated with the preparation of all environmental and planning-related documents. Raney will be able to promptly assist the Town with any request for project-related information, ensuring the Town can meet the public's needs in a timely and efficient manner.

Barring unexpected circumstances, Raney will electronically deliver (Word, PDF) relevant documentation, materials, data, etc. to the Town by the deadline within Raney's scope of work or in an otherwise timely manner.

## CEQA TECHNICAL REPORTS

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The CEQA review process typically involves the preparation of various technical reports to ensure the document is as comprehensive and defensible as possible. Raney will conduct all air quality-related studies in-house. If necessary, Raney contracts with technical experts to prepare project-specific technical reports. A full list of proposed sub-consultants is included further in this section.

## AIR QUALITY AND GREENHOUSE GAS ANALYSIS

Raney has completed numerous Air Quality Assessments and GHG Analyses for public and private sector clients throughout California, from affordable housing projects and large-scale specific plans to unique and complex projects such as mining, industrial, and infrastructure projects. Raney has developed excellent working relationships with local air quality management districts including, but not limited to, the following:

- Bay Area Air District (BAAD);
- Northern Sierra Air Quality Management District (NSAQMD);
- Placer County Air Pollution Control District (PCAPCD);
- Sacramento Metropolitan Air Quality Management District (SMAQMD);
- San Joaquin Valley Air Pollution Control District (SJVAPCD); and
- Yolo-Solano Air Quality Management District (YSAQMD).

Unlike other air quality firms, Raney’s understanding of the CEQA review process allows us to prepare reports to be seamlessly incorporated into stand-alone and other environmental review documents, such as EIRs. Raney has also prepared many Health Risk Assessments (HRAs) for projects that would expose nearby sensitive receptors, such as residential communities, to increased health risk impacts from toxic air contaminants associated with gas dispensing facilities, diesel truck trips, construction equipment, and more. All air quality and GHG studies are prepared to be consistent with the regulations and requirements of CEQA, the local air district, and the lead agency.

### PEER REVIEWS OF APPLICANT-PROVIDED TECHNICAL REPORTS

As the prime environmental consultant, Raney’s experienced staff can effectively review technical reports prepared by the project applicant team. For every report, Raney will ensure that all relevant CEQA topics are adequately addressed according to current industry standard practices. Raney considers this type of peer review to be a “CEQA-level” peer review.

### SUB-CONSULTANTS

If necessary, Raney contracts with technical experts to prepare project-specific technical reports. Rather than preparing all technical reports in-house, Raney has found that relying on experienced, established technical experts and specialists leads to a smoother, more efficient process. The following is a list of sub-consultants Raney would propose to contract with to provide necessary technical reports, technical peer reviews, and other tasks determined on a project-specific basis.

CEQA Issue Area	Sub-Consultant
Biological Resources	Live Oak Associates
Cultural and Tribal Cultural Resources	Eileen Barrow and Associates
Geology and Soils and Hazards and Hazardous Materials	Geocon
Noise	Bollard Acoustical Consultants
Transportation	Hexagon Transportation Consultants
Wildfire	REAX Engineering

### III. EXPERIENCE AND EXPERTISE

Raney is an expert CEQA practitioner and typically serves as the prime environmental consultant for contracts. Similar to the work being requested by the Town of Los Gatos, Raney has assisted public agencies with CEQA services for many types of projects, including new development/improvement projects as well as modified projects, the latter of which can often be reviewed under the provisions of Public Resources Code (PRC) 21166 and CEQA Guidelines 15162, in the form of an Addendum, Subsequent EIR, or Supplemental EIR. Raney is proficient in preparing all types of CEQA documents, including categorical exemption memorandums/assessments, initial study/mitigated negative declarations (IS/MNDs), program-level EIRs, project-level EIRs, program/project level EIRs, Addendums, Supplemental EIRs, and Joint CEQA/National Environmental Protection Act (NEPA) documents. Raney currently provides on-call environmental services to various jurisdictions including but not limited to the Town of Los Gatos, the cities of Antioch, Brentwood, Galt, Livermore, Morgan Hill, Oakley, Pacifica, Woodland, and Wheatland, as well as El Dorado County, Placer County, and Yolo County.

In addition to the Air Quality and Greenhouse Gas (AQ/GHG) analyses that Raney conducts as part of CEQA documents, Raney also prepares standalone (AQ/GHG) analyses and documents. For example, Raney has completed several Air Quality Management Plans (AQMP) and Greenhouse Gas Reduction Plans (GHGRP), such as the Upper Westside Specific Plan AQMP and the NewBridge Specific Plan AQMP and GHGRP. In addition, Raney has prepared qualified Climate Action Plans (CAPs) for the cities of Galt and Wheatland, and a Climate Action Plan/Sustainability Action Plan (CAP/SAP) for Cosumnes Community Service District. Raney is also currently preparing the City of Manteca CAP and the GHG Inventory/Sustainability Plan Update in the City of Pittsburg.

#### Town of Los Gatos Specific Issues

Raney is familiar with the unique environmental issues and concerns associated with the Town of Los Gatos, such as development on the Town's scenic hillsides, cumulative impacts associated with SB 330 and/or Builder's Remedy projects within the Town, and wildfire risk posed by the very high and high fire hazard severity zones along the Town's southern boundary. Raney has experience in analyzing projects relevant to all three of the Town's unique concerns.

#### Twin Oaks/Surrey Farms IS/MND – Cumulative Impacts

Raney prepared the Twin Oaks/Surrey Farms IS/MND, which is now under public review. The approximately 17.55-acre project site, identified by APN 532-16-006, is located on an undeveloped hillside at 178 Twin Oaks Drive. The proposed project would subdivide the project site into 12 residential lots, ranging in size from approximately 0.1-acre to 5.48 acres. The eastern portion of the project site would remain undeveloped. The western slope would be developed with 11 residences, comprised of eight market-rate single-family residences and three below market-rate detached row houses. An additional single-family residence would be developed on the hillside's northeastern slope. Given public concerns expressed about the number of SB 330 and/or Builder's Remedy projects being processed by the Town since the adoption of the General Plan, Raney worked with the Town to prepare an expanded cumulative impacts discussion within the

Mandatory Findings of Significance section of the IS/MND. Careful consideration was given to whether the *combined* effects from *both* the proposed project *and* other projects would be cumulatively significant. As is appropriate pursuant to CEQA Guidelines Section 15130, if the agency answers this inquiry in the affirmative, the second question is whether “the proposed project’s *incremental* effects are cumulatively considerable.” (*Communities for a Better Environment, supra*, 103 Cal.App.4th at p. 120 [emphasis added]) It is not necessarily true that, even where cumulative impacts are significant, *any* level of incremental contribution must be deemed cumulatively considerable. (*Communities for a Better Environment, supra*, 103 Cal.App.4th at p. 120.) Raney found that the project’s incremental contribution to cumulative impacts, was less-than-significant.

### **Tuscan Ridge EIR – Wildfire and Cumulative Wildfire Risk**

#### *Butte County*

The Tuscan Ridge Project is located in unincorporated Butte County, west of the Town of Paradise. The project included subdivision of the project site to develop a total of 165 single-family residences across approximately 36.9 acres; 15.9 acres of commercial development, including a gas station/convenience store and a mini-storage facility; a sanitary waste disposal station; approximately 36.7 acres of open space areas; and 49 acres of special utility district. Raney prepared an extensive EIR to evaluate the potential environmental effects of the project. Given that wildfire and emergency evacuation were critical concerns for the project, Raney retained REAX Engineering to prepare a Fire Risk Reduction Plan with support from Fehr & Peers to conduct an Evacuation Study with associated traffic modeling for evacuation time. Raney coordinated with CAL FIRE to review the Fire Risk Reduction Plan and Evacuation Study.

Following completion of the public review period on the Draft EIR, Raney prepared the Final EIR, as well as the Planning Commission and Board of Supervisors staff reports, inclusive of all requisite resolutions and ordinances. Raney supported County staff at the public hearings. The EIR was certified and the project entitlements were approved.

### **Palomino Place Subsequent EIR – Builder’s Remedy**

#### *City of Davis*

The approximately 25.8-acre project site is located north of the East Covell Boulevard/Monarch Lane intersection on an existing property known as the Wildhorse Ranch and/or Duffel Horse Ranch in the City of Davis, California. The project site was originally evaluated in the 2009 Wildhorse Ranch Project EIR, prepared by Raney. The City Council approved the Wildhorse Ranch project and certified the EIR, but the project was rejected by the voters. A new applicant submitted an application for a modified project on the same site in 2023, known as Palomino Place. The proposed project would include demolition of the two on-site duplex buildings and barn, followed by development of a residential community, comprised of up to 175 new units, including 19 new cottages, 29 half-plex townhomes, 82 single-family residences, and up to 45 affordable multi-family apartments. The existing ranch home would be retained and renovated. In addition, the proposed project would include land anticipated to be developed with recreational uses, including a USA Pentathlon Training Facility, pool complex, and obstacle course. The project would also consist of new on-site roadways and associated utility improvements, as well as open space, landscaping, and trails. The proposed project would require approval of a Vesting Tentative



Subdivision Map to subdivide the project site and develop the residential units, Site Plan and Architectural Review to determine compliance with City development standards for the USA Pentathlon Training Facility and pool complex, and an Affordable Housing Plan to comply with the City's Affordable Housing Ordinance. The proposed project was submitted under Builder's Remedy, a provision of California's Housing Accountability Act that prevents jurisdictions without a substantially compliant housing element from denying certain housing projects, even if such projects do not comply with the jurisdiction's general plan or zoning ordinance.

Raney prepared a Subsequent EIR pursuant to CEQA Guidelines Section 15162 to evaluate the environmental effects of the modified project. The Subsequent EIR determined that the modified project would substantially increase certain significant impacts previously identified in the 2009 EIR. Raney worked closely with the City Attorney regarding how to address Builder's Remedy within the EIR and the fact that the project was not required to comply with the City's General Plan. The Subsequent EIR was certified and the project approved.

### **Town of Los Gatos Experience**

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Raney has completed the following projects for the Town of Los Gatos alongside the previously listed Twin Oaks/Surrey Farms IS/MND and 14915 Shannon Road Subdivision Initial Study.

#### **15349 Los Gatos Boulevard Modified Initial Study Checklist/15168 Checklist**

The 15349 Los Gatos Boulevard Project is located on an approximately 1.56-acre project site at 15349 and 15367 Los Gatos Boulevard and identified by APNs 424-19-048 and -049. The project included the demolition and removal of all existing on-site structures and a majority of the existing on-site trees. The project would include the development of a 55-unit townhome community consisting of five, three-story residential buildings. The units would be a mix of studios, two-bedroom units, and three-bedroom units. On-site amenities would include a 4,220-sf community courtyard with a fire pit and turfed recreation area; a 1,207-sf meditation garden, and a 1,097-sf citrus grove recreation area. In addition, the proposed project would also include new sidewalks, landscaping, and frontage improvements along Garden Lane and Los Gatos Boulevard. The Modified Initial Study Checklist found that the project and its potential effects on the physical environment are within the scope of activities evaluated in the Town of Los Gatos 2040 General Plan EIR; thus, additional CEQA review was not required.

#### **Winchester Assisted Living Initial Study/Mitigated Negative Declaration**

The Winchester Assisted Living Project is located on an approximately 1.31-acre project site at 15860, 15880, and 15894 Winchester Boulevard and 17484 Shelburne Way and is identified by APNs 529-11-013, -038, -039, -040. The project would include demolition of the nine existing on-site structures to develop a two-to-three story assisted living and memory care facility. The assisted living and memory care facility would consist of 107 assisted living units and 18 memory care units, for a total of 125 units. The Initial Study/Mitigated Negative Declaration determined that all project impacts could be reduced to a less-than-significant level with implementation of mitigation measures.

### **14915 Shannon Road Subdivision Initial Study/Mitigated Negative Declaration**

The 14915 Shannon Road Subdivision Project, identified by Assessor's Parcel Number (APN) 537-27-047, is located on the southern slope of a hillside at 14915 Shannon Road in the Town of Los Gatos, California on an approximately 27-acre project site. The project would subdivide the project site into nine residential lots, ranging in size from 1.538 acres to 10.414 acres. As discussed above, the project site consists of approximately 27 total acres; however, due to the site being located on a hillside, only approximately 11.7 acres of the project site would be suitable for development. The Initial Study/Mitigated Negative Declaration found that the project would cause a less-than-significant impact.

### **Bay Area Experience**

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Raney has completed numerous projects within Bay Area jurisdictions, a few of which are highlighted here.

#### **SMP 39/SMP 40 Project EIR**

##### *City of Livermore*

The SMP 39/SMP 40 project site consisted of six separate parcels over approximately 105.34 acres, including the SMP 39 site, SMP 40 site, and four additional parcels identified in the EIR as Additional Annexation Only Parcels. The SMP 39/SMP 40 Project consisted of development of the SMP 39 site with up to approximately 755,500 square feet (sf) for six light industrial buildings, and the SMP 40 site with two industrial buildings consisting of up to 759,275 sf. The SMP 39/SMP 40 Project required a number of approvals and agreements by the City of Livermore and Responsible Agencies, including Alameda County and the City of Pleasanton, such as a Sphere of Influence (SOI) Amendment from the City of Pleasanton SOI for SMP 39, General Plan Amendment, Pre-zoning and Annexation, Zoning Map Amendment/Planned Development, Vesting Tentative Subdivision Maps, a Pre-Annexation Agreement, and Development Agreement. The project's complexity and shifting scope required Raney to be flexible throughout the preparation of the EIR. Raney extensively coordinated with the City of Livermore, City of Pleasanton, Alameda County, Alameda County LAFCo, Alameda County Airport Land Use Commission, and various other agencies throughout the EIR process.

#### **Sand Creek Focus Area Projects – EIRs and Planning Services**

##### *City of Antioch*

Raney has served as contract planning staff and environmental consultants for almost all of the development applications in the Sand Creek Focus Area of the City of Antioch, including the Aviano Addendum, Promenade/Vineyards at Sand Creek EIR, The Ranch EIR, Creekside/Vineyards at Sand Creek EIR, Albers Ranch EIR, and the ongoing Leung EIR. The Sand Creek Focus Area of the City of Antioch General Plan is located in southern Antioch and is designated for open space, residential, commercial, and mixed-use. The Sand Creek Focus Area projects have received significant public scrutiny, and Raney has coordinated extensively with the City to ensure the environmental review and planning processes went as smoothly as possible.

##### *Creekside/Vineyards at Sand Creek Project – EIR and Planning Services*

The Creekside/Vineyards at Sand Creek Project consisted of a 220 single-family residential unit development, parks, and associated infrastructure on approximately 58.9 acres. Requested project entitlements included a General Plan Amendment from Open Space/Senior Housing and Hillside;

Estate and Executive Residential/Open Space to Medium Low Density Residential/Open Space; Rezone from Open Space to Planned Development District with a Master Development Plan; Development Agreement; Vesting Tentative Subdivision Map; Use Permit; Resource Management Plan; and Design Review. Raney provided planning assistance in the review and processing of the project application and prepared an EIR for the project, which addressed all CEQA topics included in Appendix G of the CEQA Guidelines. Raney prepared the staff reports for, and presented at, the Planning Commission and City Council hearings. Raney also assisted with the preparation of the necessary ordinances and resolutions. The EIR was certified and the project approved. Subsequent to the approval, Raney reviewed Improvement Plans and Building Permit plans for compliance with conditions of approval.

### **West Hills Community Church Project IS/ND**

#### *City of Morgan Hill*

The West Hills Community Church Project is located on an approximately 1.8-acre project site at 16695 DeWitt Avenue in the City of Morgan Hill, California, and identified by APN 773-09-011. The project would include demolition of the three existing on-site temporary classroom buildings and the portable restroom building, the remodeling of the existing worship center building to add 2,334 sf of building space, and the development of a Community Life Center (CLC) building. The CLC building would include a fellowship hall, classrooms, a toddler room, a disability room, and storage rooms, as well as lobbies and a kitchen. As a result of the proposed project, the overall on-site building square footage would increase by a total of 4,336 sf, from 14,064 sf to 19,114 sf. Raney prepared an IS/ND for the project and found that it would result in a less-than-significant impact.

## IV. QUALIFICATIONS OF KEY PERSONNEL

Since the firm's establishment, Raney has maintained the same key management staff for over a decade. Vice President, Nick Pappani, has been with Raney for 23 years, Vice President/Air Quality Specialist, Rod Stinson, has been with Raney for 20 years, Division Manager/Air Quality Specialist, Angela DaRosa, has been with Raney for 15 years, and Senior Planner, Kevin Valente, AICP, has been with Raney for 12 years. Together, the management team oversees a talented staff of writers and administrative personnel. Raney is comprised of 27 employees, all of whom operate out of the Sacramento office. Unlike many larger firms, Raney assigns the management core of the company to each project. This provides our clients with the greatest level and depth of experience, a direct line to decision makers, and the expertise to adapt to client needs.

Vice President, Nick Pappani, will serve as the Project Director for California Environmental Quality Act (CEQA) services and will be responsible for overseeing the environmental review process and providing quality control. Mr. Pappani would be assisted by Division Manager/Air Quality Specialist, Angela DaRosa, who would serve as the Project Manager. Project support will be provided by President, Tim Raney, AICP, Vice President/Air Quality Specialist, Rod Stinson, and Raney's Associate staff.

Barring unforeseen circumstances, Raney Planning and Management, Inc. will assign the key personnel listed in this section to every Town of Los Gatos Project for the duration of our engagement with the Town.



### NICK PAPPANI – VICE PRESIDENT

2002-Present

Role: Project Director

Mr. Pappani brings 23 years of environmental and planning experience to the Raney team. As Raney's Vice President, Mr. Pappani has served as the Project Manager for numerous CEQA and NEPA documents for jurisdictions throughout northern and southern California. Mr. Pappani has worked on a broad variety of projects, including residential, commercial/hotel, and industrial projects, as well as unique projects such as solar generating facilities and vineyard plans involving timberland conversion. As Raney's Vice President, Mr. Pappani takes pride in serving various public sector clients and

helping them navigate the complex milieu of CEQA legislation and related case law to ensure that each environmental document is legally defensible and reflects current CEQA practice.

In addition to being a CEQA practitioner, who is respected in his field, Mr. Pappani has a background in wildlife biology, having received a Bachelor of Science degree in Wildlife Biology (cum laude) from Humboldt State University, Arcata, California. Prior to joining the Raney team, Mr. Pappani worked with a private consulting firm, as well as the federal government, conducting avian and vegetation surveys for Threatened species in a variety of habitats. Mr. Pappani is also an articulate speaker, having given hundreds of presentations before decision-makers and the public, including answering questions related to Raney's environmental and planning documents.

Mr. Pappani is also comfortable and competent when it comes to working on controversial projects, subject to intense public scrutiny. For example, Mr. Pappani has served as the Project Manager for several EIRs in the City of Davis. Such situations require not only an expert-level understanding of the regulations of CEQA and recent case law, but also a diplomatic and objective approach to responding to public concerns and comments.

## ANGELA DAROSA – DIVISION MANAGER/ AIR QUALITY SPECIALIST

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2010-Present

Role: Project Manager/Air Quality and GHG Technical Analysis

Ms. DaRosa brings 15 years of environmental experience to the Raney team with a background in CEQA, air quality, and engineering. Ms. DaRosa graduated from California Polytechnic State University, San Luis Obispo, with a Bachelor of Science degree in Environmental Engineering. Ms. DaRosa's background in engineering and technical writing allows her to analyze complex technical studies and integrate them into each project.



As Division Manager with Raney, Ms. DaRosa provides project management and assists in the preparation and processing of various environmental and planning documents, such as EIRs, Initial Studies, NEPA compliance documents, and environmental land use and planning documents. Ms. DaRosa has successfully managed several environmental review projects, including, but not limited to, the Creekside Vineyards EIR and East and West 18<sup>th</sup> Street Warehouse Initial Studies for the City of Antioch; Lippi Ranch EIR for the City of Galt; the Mace Ranch Innovation Center EIR and UMass Redevelopment Consistency Checklist for the City of Davis; and the Brady Vineyard Subdivision EIR for Placer County. As an Air Quality Specialist, Ms. DaRosa works closely with Raney's in-house Air Quality Technician to prepare air quality and greenhouse gas analyses, including Health Risk Assessments, for Initial Studies and EIRs, as well as stand-alone analyses for various private-sector clients.

In addition, Ms. DaRosa has prepared CAPs for the cities of Wheatland and Galt and a CAP/SAP for the Cosumnes CSD, and is in the process of preparing a CAP for the City of Manteca. Ms. DaRosa prepared analyses for projects located within the jurisdictional boundaries of a number of air districts throughout the State including, but not limited to, the YSAQMD, BAAQMD, SMAQMD, PCAPCD, and SJVAPCD. Ms. DaRosa is proficient in the use of current air quality models, including CalEEMod, AERSCREEN, AERMOD, and HARP RAST.





## TIMOTHY RANEY, AICP – PRESIDENT

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1999-Present

Role: Project Support

As the President of Raney Planning & Management, Inc., Mr. Raney serves as the leader of the Raney team. Mr. Raney specializes in CEQA processing, planning, and public facilitation, bringing 36 years of experience to each project. Mr. Raney currently serves as the Community Development Director to the City of Wheatland and, together with Raney staff, has been providing contract planning services to the City since 2004. In addition, Mr. Raney previously served as the Interim Community Development Director for the City of Oakley while the City was completing its General Plan Update.

Since establishing the firm in 1999, Mr. Raney has successfully processed numerous CEQA, NEPA, and planning projects, including Initial Studies, Environmental Impact Reports, Environmental Assessments, and special planning projects such as the APA Award-winning Community Vision for the City of Wheatland. Mr. Raney's diverse experience includes unique and complex projects such as marinas, military base conversions, mining, and solar to large-scale specific plans, master plans, zoning code updates, and numerous private development projects for residential, commercial, mixed-use, industrial, and infrastructure/roadway.

Mr. Raney also has diverse experience in local government, including being Councilmember and Mayor of the City of Citrus Heights, Planner in the City of Sacramento's Planning Department, and previously serving on the Board of the Sacramento Metro Chamber Metro PAC and the Sacramento Tree Foundation. Mr. Raney has been involved in local government issues with the League of California Cities, the Commission on Local Governance for the 21st Century, and the Citrus Heights Chamber of Commerce. This experience gives Mr. Raney a better understanding of the needs and requirements of local government. Mr. Raney has a Bachelor of Science degree in Agricultural Economics from the University of California, Davis.



## ROD STINSON – VICE PRESIDENT/AIR QUALITY SPECIALIST

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2005-Present

Role: Project Director/Air Quality and GHG Technical Analysis

Mr. Stinson brings 20 years of environmental experience to the Raney team with a background in CEQA, air quality, and water resources. As Raney's Vice President, Mr. Stinson has served as the Project Manager in the preparation of numerous environmental and planning projects, including CEQA Initial Studies and EIRs as well as NEPA Categorical Exclusions and Environmental Assessments. Mr. Stinson has managed projects ranging from complex mining, solar, and infill projects to large-scale specific plans and general plans as well as standard residential, affordable housing, mixed-use, commercial, industrial, and infrastructure projects. In addition, Mr. Stinson serves as Raney's in-house Air Quality Specialist, with over ten years of experience in preparing air quality analyses for a variety

of development projects. Mr. Stinson has completed numerous air quality impact and greenhouse gas analyses, working closely with lead agencies and local air districts throughout northern and southern California. In addition, Mr. Stinson has prepared CAPs for the cities of Wheatland and Galt and a CAP/SAP for the Cosumnes CSD, and is in the process of preparing a CAP for the City of Manteca. Mr. Stinson holds a Bachelor of Science degree in Forestry and Natural Resources Management with a concentration in Environmental Management from California Polytechnic State University, San Luis Obispo.

### Assigned Projects

Of the projects listed under *Section III. Experience and Expertise*, Raney's key personnel were assigned to each project under the following role:

Project Name	Nick Pappani, Project Director	Angela DaRosa, Project Manager	Rod Stinson, Project Director
Twin Oaks/Surrey Farms	X	X	
14915 Shannon Road Subdivision	X	X	
Tuscan Ridge	X	X	
Palomino Place	X	X	
15349 Los Gatos Boulevard	X	X	
Winchester Assisted Living	X	X	
SMP 39/SMP 40	X	X	
Sand Creek Focus Area Projects		X	X
West Hills Community Church	X	X	

President, Tim Raney, AICP provided project oversight and expert advice on all projects as needed.

## V. TIMELINE

Raney has included estimated timeframes for CEQA services. The estimated timeframes are representative of typical project timelines and assume the timely delivery of all materials from the Town, applicant team, technical consultants, stakeholder agencies, and other project stakeholders. Project schedules may vary depending on various factors including, but not limited to, project complexity, additional analyses required to address project updates or agency needs, and additional analyses to address comments from the public. For each project, Raney will provide a schedule based on experience preparing similar documents and consideration for unique project circumstances identified by the Town, applicant, or preliminary review of project materials.

The project management team will be responsible for maintaining the project schedule. Raney maintains a tracking system for each project, including a list of key tasks and milestones, team members responsible for each task, and the budget allocated for each task. Raney monitors project milestones to ensure that deliverables are produced on time and within budget. The management team will maintain continuous communication with Town staff and the project team to identify and resolve barriers to completion before they arise. If complications arise, Raney can be more nimble than larger consulting firms and work with the Town to determine creative methods for meeting project timelines.

Service	Key Project Milestones	Estimated Timeline
EIR	Project Initiation/Kick-off Meeting	Week of Notice to Proceed (NTP)
	Project Description (includes draft and final reviews and revisions)	Three Weeks from NTP
	Peer Review of Applicant-Provided Reports	Three Weeks from Receipt of All Applicant-Provided Reports
	Receipt of All Final Technical Reports	Eight to Ten Weeks from Final Project Description
	Notice of Preparation (includes draft and final reviews and revisions)	Two Weeks from Finalization of Project Description
	Public Review Period of NOP (includes an NOP public scoping meeting during this time)	30 Days
	Administrative Draft EIR	Eight Weeks from Close of NOP Public Review Period
	Screencheck Draft EIR	Three Weeks from Receipt of Town Comments on Administrative Draft EIR
	Public Review Draft EIR	1 ½ Weeks from Receipt of Town Comments on Screencheck Draft EIR
	Public Review Period of Draft EIR	45 days

	Administrative Final EIR and FOF/SOC	Five Weeks from Close of Draft EIR Public Review Period
	Screencheck Final EIR and FOF/SOC	Two Weeks from Receipt of Town Comments on Administrative Final EIR
	Final EIR and FOF/SOC	One Week from Town Comments on Screencheck Draft EIR
	Public Review Period of Final EIR (10 Days)	10 Days
	Public Hearings	1-3 Months Following the Final EIR
	<b>Total estimate</b>	<b>1-1.5 Years</b>
IS/MND	Public Review Draft IS/MND (includes administrative, screencheck, and final reviews and revisions)	10 Weeks from Receipt of All Final Technical Reports
	Public Review Period	20-30 Days
	Prepare Mitigation Monitoring Reporting Program (MMRP) and Responses to Comments, if needed	Two Weeks from Close of Public Review Period
	Public Hearings	1-3 Months Following the Close of the Public Review Period
	<b>Total estimate</b>	<b>6 Months</b>
Categorical Exemption Memorandum	Categorical Exemption Memorandum (CatEx Memo) (includes administrative, screencheck, and final reviews and revisions) and Notice of Exemption (NOE)	Five weeks from Receipt of All Final Technical Reports
	Public Hearing(s)	1-2 Months Following Completion of CatEx Memo
	<b>Total estimate</b>	<b>3-4 Months</b>
CEQA Addendum	CEQA Addendum (includes administrative, screencheck, and final reviews and revisions)	Six Weeks from Receipt of All Final Technical Reports
	Public Hearing(s)	1-2 Months Following Completion of CEQA Addendum
	<b>Total estimate</b>	<b>3-4 Months</b>
Air Quality/Greenhouse Gas Analysis	AQ/GHG Analysis Report (includes completion of all modeling efforts, as well as draft and final reviews and revisions)	<b>5-10 Weeks</b>

Health Risk Assessment	HRA Analysis Report (includes completion of all modeling efforts, as well as draft and final reviews and revisions)	<b>6-10 Weeks</b>
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## VI. SAMPLES

Raney has included three Environmental Impact Report samples for the Town's review. Each project included and summarized under *Section III. Experience and Expertise*. Please follow the CEQANet links below to view and/or download Raney's examples.

Subsequent Environmental Impact Report – [Palomino Place Project](#)

Environmental Impact Report – [Creekside/Vineyards at Sand Creek Project](#)

Environmental Impact Report – [Tuscan Ridge Project](#)

If the Town encounters any difficulty accessing the documents using the links provided, Raney can send any required documents through the Town's preferred method.

## VII. DISCLOSURE OF LITIGATION/DISCIPLINE

Raney has never filed a claim nor had a claim filed in court against them. However, Raney has prepared several CEQA documents for highly controversial projects where the lead agency has been subject to CEQA lawsuits. Raney has provided a summary of lawsuits filed against the lead agencies for the documents prepared by Raney in the last five years and associated findings below:

### *Wine Country Inn IS/MND, City of Livermore*

Raney prepared the IS/MND for the Wine Country Inn project in the City of Livermore. The IS/MND was adopted and the project approved. A lawsuit was filed; however, the trial court denied the petition.

### *Vista Mar IS/MND, City of Pacifica*

Raney prepared the IS/MND for the Vista Mar project in the City of Pacifica. The IS/MND was adopted and the project approved. A lawsuit, however, was filed in December 2021. In 2023, the judge ruled that the applicant presented a fair argument that the IS/MND did not sufficiently address the project's significant environmental impacts. All City approvals were set aside and the project was placed on hold pending the completion of an EIR. The application has not moved forward to date.

### *Bridle Gate EIR, City of Brentwood*

Raney prepared the Draft and Final EIR for the Bridle Gate project in the City of Brentwood. The EIR was certified and the project approved. A lawsuit, however, was filed in February 2025.

Raney has not paid any claims or settlements within the last five years.

## VIII. REFERENCES

Raney has included *Attachment 3 – References* on the following page. Please note that the listed costs are representative of the total contract amount, not the total costs billed to the client.

A detailed project description for each referenced project is viewable in *Section III. Experience and Expertise*.

### ATTACHMENT 3 - REFERENCES

THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE PROPOSAL

#### ENVIRONMENTAL SERVICES

List three (3) references for work of a similar nature to the Services performed within the last five (5) years. Use additional sheets as necessary.

- |                                    |   |
|------------------------------------|---|
| <u>City of Antioch</u>             | <u>City of Antioch, P.O. Box 5007, Antioch, CA 94531-5007</u> |
| Name of Agency                     | Agency Address  |
| <u>Zoe Meredith</u>                | <u>Planning Manager</u>                                       |
| Contact Name                       | Contact Title   |
| <u>925-779-6159</u>                | <u>Zmeredith@antioch.ca.gov</u>                               |
| Contact Telephone                  | Contact Email Address   |
| <u>September 2019 - April 2021</u> | <u>\$111,988 (Total)</u>                                      |
| Contract Period                    | Contract Amount   |

Creekside/Vineyards at Sand Creek Project  
Environmental Impact Report: \$67,460      Sub-Consultants/Expenses: \$32,456  
Planning Services: \$11,570

Description of services performed including costs.

- |                                    |  |
|------------------------------------|--|
| <u>City of Livermore</u>           | <u>1052 S Livermore Ave, Livermore, CA 94550</u> |
| Name of Agency                     | Agency Address                                   |
| <u>Stephen Riley</u>               | <u>Planning Manager</u>                          |
| Contact Name                       | Contact Title                                    |
| <u>925-960-4450</u>                | <u>sriley@livermoreca.gov</u>                    |
| Contact Telephone                  | Contact Email Address                            |
| <u>September 2022 - March 2024</u> | <u>\$202,046 (Total)</u>                         |
| Contract Period                    | Contract Amount                                  |

SMP 39/SMR40 Project  
Environmental Impact Report: \$178,783      Sub-Consultants/Expenses: \$23,265

Description of services performed including costs.

- |                                    |  |
|------------------------------------|--|
| <u>City of Davis</u>               | <u>23 Russell Blvd, Suite 2, Davis, CA 95616</u>         |
| Name of Agency                     | Agency Address   |
| <u>Sherri Metzker</u>              | <u>Director of Community Development &amp; Stability</u> |
| Contact Name                       | Contact Title  |
| <u>530-757-5610</u>                |  |
| Contact Telephone                  | Contact Email Address                                    |
| <u>January 2024 - January 2025</u> | <u>\$146,200 (Total)</u>                                 |
| Contract Period                    | Contract Amount  |

Palomino Place ~~the~~ Project

Environmental Services (Subsequent Environmental Impact Report): \$146,935

Description of services performed including costs. Sub-Consultants/Expenses: \$1,265

I hereby certify that the Proposer performed the work listed above.

Nick Pappari  
Signature of Proposer

Nick Pappari  
Name

10/3/2025  
Date



## IX. INSURANCE COVERAGE

Raney has attached their current Certificate of Insurance for the Town of Los Gatos' review under *Appendix B*.

## X. PRELIMINARY FEE SCHEDULE

Please find the most up-to-date billing rates for Raney below. Raney will provide the Town of Los Gatos with a complete scope of services, including schedule and cost estimate by task based on hours for each project. The tasks will be summarized in the Technical Scope of Services and costs by task will be included in a cost spreadsheet. The costs will be based on the estimates of time for each task provided in the chart. Costs will be billed on a time and materials basis up to the maximum established budget for each phase, following Raney standard billing rates as outlined below. It should be noted that hourly rates quoted at the commencement of any specific project shall remain valid throughout the duration of a particular project. Raney reserves the right to update our billing rates annually, which will be reflected in the scopes of services for individual projects.

### RANEY 2025 BILLING RATES

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The following is a summary of Raney, a division of Raney Planning & Management, Inc., billing rates for the provision of environmental review and planning services. Please note that Raney will provide a complete scope of services and cost estimate by task based on hours, upon request.

Tim Raney, AICP, President	\$235/hour
Nick Pappani, Vice President	\$215/hour
Rod Stinson, Vice President	\$215/hour
Angela DaRosa, Division Manager	\$195/hour
Jesse Fahrney, Assistant Division Manager	\$175/hour
Kevin Valente, Senior Planner	\$175/hour
Senior Associate	\$155/hour
Associate	\$135/hour
Administrative	\$85/hour

### AIR QUALITY AND GHG ANALYSIS 2025 BILLING RATES

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The following is a summary of the billing rates for the provision of air quality and GHG analysis services. Please note that Raney will provide a complete scope of services and cost estimate by task based on hours, upon request.

Rod Stinson, Air Quality Specialist	\$175/hour
Angela DaRosa, Air Quality Specialist	\$175/hour
Jesse Fahrney, Air Quality Specialist	\$175/hour
Air Quality Technician	\$155/hour

### OTHER COST INFORMATION

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- Overhead charges for technical sub-consultants, travel, and copying/printing: 10%
- Travel: Billed at cost
  - Raney charges mileage at the Federal Standard Mileage Rate provided by the IRS.
- Copying and Printing: Billed at cost
  - Black & White (8.5" x 11"): 15¢ per page
  - Color (8.5" x 11"): 30¢ per page

- Oversized prints (11" x 17"): 30¢ per page

## ESTIMATED COST BY SERVICES

The following is a list of rough cost estimates based on the average cost of Raney's general CEQA services.

<b>CEQA Addendum</b> .....	<b>\$10,000 – \$20,000</b>
<b>Categorical Exemption Memorandum</b> .....	<b>\$7,500 – \$12,000</b>
<b>Initial Study/Mitigated Negative Declaration (IS/MND)</b> .....	<b>\$15,000 – \$25,000</b>
<b>Environmental Impact Report (EIR)</b> .....	<b>\$125,000 – \$200,000</b>
<b>Air Quality/Greenhouse Gas (AQ/GHG) Technical Analysis</b> .....	<b>\$4,000-8,000</b>
<b>AQ/GHG Health Risk Assessment (HRA)</b> .....	<b>\$8,000-12,000</b>

The cost estimates outlined above do not include costs associated with the preparation of technical reports, which are often required for comprehensive environmental analysis. Raney may contract with sub-consultants to prepare the technical reports if not provided by the applicant or Town. Should it be necessary for Raney to contract with a sub-consultant, the sub-consultant's cost to prepare the technical report and Raney's 10% administrative fee would be additive to the cost estimates outlined above.

Factors that could potentially increase the scope of work and estimated costs include:

- Analysis of additional issues above those discussed in a proposal or a more detailed level of analysis than described in a proposal;
- Printing of additional copies of reports;
- Changes in the project requiring reanalysis or rewriting of report sections;
- Collection of data required for the environmental documents beyond that described in a proposal;
- Tribes requesting in-person consultation pursuant to AB 52 or SB 18;
- Attendance at additional virtual or in-person meetings beyond those budgeted; and
- Excessive comments from the public on environmental documents.

Raney would propose to renegotiate these items, if required, or charge on a time-and-materials basis.

## EXAMPLE BUDGET SPREADSHEETS

The RFP requests a fee schedule inclusive of all potential work. Raney has included sample cost estimate spreadsheets for a robust EIR, IS/MND, and an Air Quality/Greenhouse Gas Analysis including Health Risk Assessment to give the Town a reasonable expectation of costs by task and person for these products. Please note that it may be possible to address more than one CEQA topic in an Effects Not Found to Be Significant chapter (see Task 4.3), further reducing the cost of an EIR. For each project proposal, Raney includes a cost estimate spreadsheet and a not-to-exceed budget. Other sample budget spreadsheets are available upon request.

SAMPLE EIR *						
COST ESTIMATE						
		Project Director	Project Manager	Senior Associate	Associate	Cost Per Task
Task 1	Project Initiation	2	4			\$ 1,210
Task 2	Project Description	2	6	4	12	\$ 3,840
Task 3	Prepare NOP	1	4	2	8	\$ 2,385
Task 4	Prepare Administrative Draft EIR	6	8	12	14	\$ 6,600
	<b>Technical Sections</b>					
Task 4.1	Introduction, Executive Summary, and PD	2	4	2	8	\$ 2,600
Task 4.2	Environmental Setting, Impacts, Mitigation Measures					
a	Aesthetics	2	4	5	32	\$ 6,305
b	Agricultural and Forestry Resources	2	4	5	32	\$ 6,305
c	Air Quality & GHG Emissions (including Energy)	2	5	4	32	\$ 6,345
d	Biological Resources	2	4	4	36	\$ 6,690
e	Cultural Resources	2	4	4	28	\$ 5,610
f	Geology and Soils (including Mineral Resources)	2	4	4	30	\$ 5,880
g	Hazards and Hazardous Materials	2	4	4	30	\$ 5,880
h	Hydrology and Water Quality (including Drainage)	2	5	4	34	\$ 6,615
i	Land Use and Planning	2	4	5	36	\$ 6,845
j	Noise	2	4	4	34	\$ 6,420
k	Population and Housing	2	4	4	28	\$ 5,610
l	Public Services and Recreation	2	4	4	32	\$ 6,150
m	Transportation	3	5	5	34	\$ 6,985
n	Tribal Cultural Resources	2	4	4	32	\$ 6,150
o	Utilities and Service Systems	2	5	4	36	\$ 6,885
p	Wildfire	2	5	4	30	\$ 6,075
	<b>Other Sections</b>					
Task 4.3	Effects Not Found to Be Significant	1	2	3	8	\$ 2,150
Task 4.4	Statutorily Required Sections	2	3	4	12	\$ 3,255
Task 4.5	Alternatives	2	5	6	32	\$ 6,655
Task 5	Prepare Screencheck Draft EIR	4	7	8	23	\$ 6,570
Task 6	Prepare Public Review Draft EIR	2	4	6	14	\$ 4,030
Task 7	Prepare Administrative Final EIR	4	6	8	40	\$ 8,670
Task 8	Prepare MMRP	2	4		8	\$ 2,290
Task 9	Prepare Screencheck Final EIR	1	5	4	14	\$ 3,700
Task 10	Prepare Final EIR	1	2	3	10	\$ 2,420
Task 11	Prepare FOF/SOC and NOD	2	8		20	\$ 4,690
Task 12	Project Management, Meetings, and Hearings	30	60			\$ 18,150
	<b>Total Hours</b>	97	201	130	739	
	<b>Hourly Rate</b>	\$ 215	\$ 195	\$ 155	\$ 135	
	<b>Total EIR Labor</b>	\$ 20,855	\$ 39,195	\$ 20,150	\$ 99,765	\$ 179,965
	<b>Sub-Consultant/Expenses</b>					\$ 1,100
	Copying/Printing*				\$ 1,000	
	10% administrative fee				\$ 100	
<b>Total Budget</b>						<b>\$ 181,065</b>
* The scope of services assumes the document will be a full EIR. Costs associated with preparation of technical reports are not included.						
**Estimate only, To Be Billed at Cost						

SAMPLE IS/MND *						
COST ESTIMATE						
		Project Director	Project Manager	Senior Associate	Associate	Cost Per Task
Task 1	Project Initiation/Kick-Off Meeting		4			\$ 780
Task 2	Prepare Administrative Draft Initial Study	2	5	7	40	\$ 7,890
Task 4	Prepare Screencheck IS/MND and Public Review IS/MND	2	4	4	8	\$ 2,910
Task 5	Prepare MMRP (if needed)		1		2	\$ 465
Task 6	Response to Comments (if needed)		2	2	4	\$ 1,240
Task 7	Project Management, Meetings, and Hearings	6	12			\$ 3,630
	Total Hours	10	28	13	54	
	Hourly Rate	\$ 215	\$ 195	\$ 155	\$ 135	
	Total Labor	\$ 2,150	\$ 5,460	\$ 2,015	\$ 7,290	\$ 16,915
Sub-Consultant/Expenses						\$ 385
	Copying/Printing/Travel/Postage/Etc.**				\$ 350	
	10% administrative fee				\$ 35	
<b>Total Budget</b>						<b>\$ 17,300</b>
<i>*Costs associated with preparation of technical reports, other than AQ/GHG, are not included.</i>						
<i>**Estimate only, To Be Billed at Cost</i>						

Sample AQ/GHG Technical Analysis Including Operational HRA					
Cost Estimate					
		Vice President	Air Quality Specialist	Air Quality Technician	Cost Per Task
Task 1	Project Initiation	2			\$ 430
Task 2a	Prepare Draft AQ/GHG Impact Analysis	2	6	30	\$ 6,130
Task 2b	Health Risk Assessment	4	12	38	\$ 8,850
Task 3	Prepare Submittal Draft AQ/GHG Impact Analysis		1	4	\$ 795
Task 4	Prepare Final Draft AQ/GHG Impact Analysis		1	3	\$ 640
Task 5	Project Management	2	4		\$ 1,130
	Total Hours	10	24	75	
	Hourly Rate	\$ 215	\$ 175	\$ 155	
	Total Labor	\$ 2,150	\$ 4,200	\$ 11,625	\$ 17,975
Expenses					\$ 110
	Copying/Printing/Travel/Postage/Etc*			\$ 100	
	10% administrative fee			\$ 10	
<b>Total Budget</b>					<b>\$ 18,085</b>
<i>*Estimate only and will be billed at cost.</i>					

## APPENDIX A: RANEY RESUMES







## **NICK PAPPANI**

### **Vice President**

#### **EDUCATION**

B.S., Wildlife Biology, cum laude  
California State University, Humboldt

#### **AFFILIATIONS**

The Wildlife Society, Western Section  
Urban Land Institute

Mr. Pappani has been part of Raney Planning & Management's team since 2002. As current Vice President, Mr. Pappani is part of the management core of Raney, working directly with Senior Vice President Cindy Gnos and President Tim Raney to provide hands-on planning and CEQA services to a variety of clients.

#### **VICE PRESIDENT**

*Raney Planning & Management, Inc. (2002-Present)*

Mr. Pappani focuses on client interaction and business marketing, given his network of satisfied clients within the industry. Mr. Pappani also manages the preparation of CEQA documents and regularly attends meetings with lead agency staff to identify and problem-solve environmental issues so that the EIR process can be streamlined and simplified to the greatest extent feasible. In addition, Mr. Pappani works with Division Manager Rod Stinson, in the day-to-day coordination of the Raney team and its efforts. Since his arrival at Raney, Mr. Pappani has been involved in the writing and managing of numerous environmental documents and has served as the project manager for over 550 CEQA and NEPA projects. In addition to his project management experience, Mr. Pappani has provided contract planning services for various jurisdictions during his time at Raney, including serving as an extension of lead agency staff in reviewing development and use permit applications, preparing staff reports and conditions of approval, and presenting before boards, commissions, councilmembers, and the general public.

#### **WILDLIFE TECHNICIAN**

*Grand Canyon National Park, Arizona (May to August 1999 and 2000)*

Mr. Pappani utilized his field research skills obtained at Humboldt State University to collect pertinent wildlife data for the Park Service. In addition to conducting numerous field studies for special-status species and keeping detailed records of all collected data, Mr. Pappani was appointed as crew leader in the absence of the acting crew leader, which involved appointing tasks to other staff and managing their workload.

#### **FIELD TECHNICIAN**

*LBJ Enterprises, Eureka, California (May to August 1998)*

Mr. Pappani conducted research for an environmental consulting firm located in Eureka, California. Mr. Pappani's primary duties included conducting detailed plant and animal surveys throughout Six Rivers National Forest. The animal surveys focused on detecting the presence/absence of the Federally Threatened Marbled Murrelet within Six Rivers National Forest.





## **ANGELA DAROSA**

### **Division Manager/Air Quality Specialist**

#### **EDUCATION**

B.S., Environmental Engineering  
California Polytechnic State University, San Luis Obispo

Ms. DaRosa graduated from California Polytechnic State University, San Luis Obispo, with a Bachelor of Science degree in Environmental Engineering. Ms. DaRosa's background in engineering and technical writing allows her to analyze complex technical studies and integrate them into each project. As Division Manager with Raney, Ms. DaRosa provides project management and assists in the preparation and processing of various environmental and planning documents. As an Air Quality Specialist, Ms. DaRosa works closely with Raney's in-house Air Quality Technician to conduct detailed air quality analyses.

#### **DIVISION MANAGER/AIR QUALITY SPECIALIST**

*Raney Planning & Management, Inc. (2010-Present)*

Since joining Raney, Ms. DaRosa has been involved in the writing of numerous EIRs, including the Johnson Rancho and Hop Farm Annexation EIR in Wheatland, CA; the Newman Ridge EIR in Amador County, CA; the Brentwood Boulevard Specific Plan Recirculated EIR in Brentwood, CA; and the Terra Ranch Subdivision EIR in Manteca, CA. Ms. DaRosa has also written numerous Initial Studies for cities including, but not limited to, Wheatland, Woodland, Sacramento, Pinole, Brentwood, Kings County, and Lathrop. In addition to CEQA documentation experience, Ms. DaRosa has also been involved in the preparation of NEPA compliance documents including Environmental Assessments for projects such as Kingsburg Senior Village in Kingsburg, CA; Heritage Commons in Dixon, CA; Las Palmeras Apartments in Imperial, CA; and North Biggs Estates in Biggs, CA. Ms. DaRosa has also provided environmental and land use planning services for various jurisdictions, most prominently the City of Wheatland, including preliminary coordination and preparation of city planning documents such as the City of Wheatland Bikeway Master Plan, and use of GIS and other mapping tools for the analysis and presentation of data.

Ms. DaRosa contributes her environmental engineering background by working closely with Raney's in-house Air Quality Technician to prepare air quality and greenhouse gas analyses for Initial Studies and EIRs, as well as stand-alone air quality and greenhouse gas impact assessments for various private-sector clients. Ms. DaRosa has prepared air quality and greenhouse gas analyses for projects located within the jurisdictional boundaries of a variety of air districts throughout the State. Ms. DaRosa is proficient in the use of current air quality models, including CalEEMod, AERSCREEN, AERMOD, and HARP RAST.

#### **PROJECT ENGINEER**

*RMC Water and Environment (2008-2009)*

Ms. DaRosa worked at RMC Water and Environment as a key member of the design team on various projects. Ms. DaRosa was able to contribute her specialized knowledge of wastewater treatment by acting as an affiliate of the company's internal Wastewater Treatment Technical Committee. While at RMC, Ms. DaRosa was able to expand her AutoCAD skills by preparing basic infrastructure and design drawings, and was trained in GIS to prepare supportive plans and diagrams. During her time at RMC, Ms. DaRosa honed her technical writing skills through the preparation of a variety of design technical memoranda and reports, design specifications, environmental permits, and EIR sections.





## **TIM RANEY, AICP**

### **President**

#### **EDUCATION**

Graduate Studies, Agricultural Economics  
University of California, Davis

B.S., Agricultural and Managerial Economics  
University of California, Davis

#### **AFFILIATIONS**

American Institute of Certified Planners (AICP)  
American Planning Association (APA)  
Sacramento Metro Chamber

Mr. Raney has over 30 years of local government, planning, and CEQA/NEPA experience, during which he has actively managed many of the region's most controversial projects.

#### **PRESIDENT**

*Raney Planning & Management, Inc. (1999-Present)*

As President of Raney, Mr. Raney provides a wide range of planning, management, and economic development services to public and private sector clients. Mr. Raney specializes in project coordination and management, CEQA processing and documentation, land use analysis, business district information, and public facilitation. With over twenty-five years of planning experience, he has developed a diverse and expanding network of clients, including developers, agency representatives, and state and local decision-makers. His diverse background enables him to advise his clients on effective strategies regarding government permitting processing, public involvement, and agency coordination. Mr. Raney provides quality client services, ensuring legally and procedurally accurate documentation while strictly adhering to all schedules and budgets.

#### **COMMUNITY DEVELOPMENT DIRECTOR**

*City of Wheatland (2004-Present)*

As the Community Development Director for the City of Wheatland, Mr. Raney provides professional guidance and technical assistance to the City Manager, City Council, Planning Commission, and the public regarding immediate and long-range planning while working extensively with the development community, local business owners, and community residents. Mr. Raney monitors City growth and oversees implementation of the City's General Plan, processing of development applications, and makes recommendation to City Council regarding applications and development projects. Over the past 18 years, Mr. Raney has been instrumental in developing the City's Infrastructure Work Program, Community Vision, and Capital Improvement Program as well as developing and implementing the City's General Plan.

#### **COUNCILMEMBER/MAYOR**

*City of Citrus Heights, CA (1997-2002)*

Elected to serve on the first City Council, Mr. Raney was instrumental in creating the initial government structure of the City of Citrus Heights. While on City Council, Mr. Raney participated in the preparation and adoption of the City's first General Plan as well as developing a city staff to be responsible for its implementation. Mr. Raney served as Mayor of Citrus Heights in 2000 winning numerous awards for his exceptional leadership skills. This experience behind the dais has given Mr. Raney the ability to understand projects from a variety of perspectives, thereby allowing him to provide a unique skill set to Raney's clients.





## **ROD STINSON**

### **Vice President/Air Quality Specialist**

#### **EDUCATION**

B.S., Forestry and Natural Resources  
California Polytechnic State University, San Luis Obispo

#### **CERTIFICATIONS**

Certified in River Restoration and Natural Channel Design

#### **AFFILIATIONS**

Sacramento Metro EDGE  
Urban Land Institute

Mr. Stinson brings to Raney Planning & Management, Inc. his technical writing and project management skills to every project. As Vice President with Raney, Mr. Stinson assists Senior Vice President Cindy Gnos and President Tim Raney in the day-to-day management of the office, which includes overseeing the processing of various environmental and planning projects, management of office staff, and coordination with agency personnel and project applicants. In addition, Mr. Stinson serves as Raney's in-house Air Quality Specialist.

#### **VICE PRESIDENT/AIR QUALITY SPECIALIST**

*Raney Planning & Management, Inc. (2005-Present)*

As Vice President, Mr. Stinson is responsible for assisting Senior Vice President Cindy Gnos and company President Tim Raney in the day-to-day coordination of the Raney team and its efforts. Since arriving at Raney, Mr. Stinson has been involved in the writing and managing of numerous environmental and planning projects and has served as the project manager for over 350 CEQA and NEPA projects. In addition, Mr. Stinson has managed numerous special planning projects as well as provided environmental and land use planning services for various jurisdictions during his time at Raney, including extensive use of GIS in the analysis and presentation of data.

Mr. Stinson also serves as Raney's in-house Air Quality Specialist, preparing air quality and greenhouse gas analyses for Initial Studies and Environmental Impact Reports as well as air quality and greenhouse gas studies and health risk assessments for various private-sector clients. Mr. Stinson trained under Donald Ballanti, Certified Consulting Meteorologist for several years and has prepared over thirty air quality analyses for various public and private sector projects. Through his work with various air districts in the region, Mr. Stinson has become a leading expert in preparing air quality and greenhouse gas analyses.

#### **ESTIMATOR/ENVIRONMENTAL SPECIALIST**

*Thunder Mountain Enterprises, Inc. (2003-2005)*

Mr. Stinson began at Thunder Mountain Enterprises, Inc. preparing Stormwater Pollution Prevention Plans utilizing erosion and sediment control Best Management Practices. In this position Mr. Stinson was trained in AutoCAD and expanded his knowledge of hydrology and fluvial processes. After four months with the company Mr. Stinson was promoted to department head of the Estimating Department where he developed and managed procedures for the department. Mr. Stinson was tasked to develop new markets for the company while maintaining their existing workflow market. In addition, Mr. Stinson set the budgets for the 2004 and 2005 fiscal years as well as secured over \$600,000 of revenue in the first year of existence. As Estimator, Mr. Stinson performed sales, estimating, project management, and contract administration.

#### **PROFESSIONAL DEVELOPMENT**

Mr. Stinson is also actively involved in the Sacramento Metro Chamber as a graduate of the Leadership Class of 2012. As a part of the 2012 class project, Mr. Stinson participated in fundraising and outreach activities for the design and construction of the new Soil Born Farms outdoor classroom.

## APPENDIX B: CERTIFICATE OF INSURANCE





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/27/2024

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

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

<b>PRODUCER</b> Pacific Unity Insurance Solutions, Inc. 2241 Douglas Blvd. #250 Roseville CA 95661	<b>CONTACT NAME:</b> Bridgette Francis <b>PHONE (A/C, No, Ext):</b> 916-846-9555 <b>E-MAIL ADDRESS:</b> cert@pacificunity.com <b>FAX (A/C, No):</b> 916-846-9558																					
<b>INSURED</b> Raney Planning and Management, Inc. 1501 SPORTS DR Unit A SACRAMENTO CA 958342035	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>Hartford Underwriters Ins Co</td><td>30104</td></tr><tr><td>INSURER B :</td><td>Hartford Accident &amp; Ind Co</td><td>22357</td></tr><tr><td>INSURER C :</td><td>Employers Preferred Ins Co</td><td>10346</td></tr><tr><td>INSURER D :</td><td>Gemini Ins Co</td><td>10833</td></tr><tr><td>INSURER E :</td><td>ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Hartford Underwriters Ins Co	30104	INSURER B :	Hartford Accident & Ind Co	22357	INSURER C :	Employers Preferred Ins Co	10346	INSURER D :	Gemini Ins Co	10833	INSURER E :	ACE American Insurance Company	22667	INSURER F :		
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INSURER F :																						

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	57SBABG7ML7	12/22/2024	12/22/2025	EACH OCCURRENCE \$ 2000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1000000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 2000000 GENERAL AGGREGATE \$ 4000000 PRODUCTS - COMP/OP AGG \$ 4000000 Data Breach Defense And Li. \$ 250,000
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS HIRED AUTOS Data Breach De: <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	57UECBA9824	12/22/2024	12/22/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 OCCUR CLAIMS-MADE	Y	Y	57SBABG7ML7	12/22/2024	12/22/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	<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 <input checked="" type="checkbox"/> Y	N/A	EIG514956202	12/22/2024	12/22/2025	<input checked="" type="checkbox"/> PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			VNPL017718	12/22/2024	12/22/2025	Each Claim/Agg \$2M/\$2M
E	Cyber Incident Response Fund			D98378005	12/22/2024	12/22/2025	Ded. \$5,000 Each Cyber Inc/Agg \$2M/\$2M

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

Evidence of Insurance

**CERTIFICATE HOLDER****CANCELLATION**

Evidence of Insurance 1501 Sports Dr Ste A Sacramento CA 95834	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 <i>B Francis</i>
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## BUSINESS LIABILITY COVERAGE FORM

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the insurance company shown in the Declarations.

"Policy period", as used in this Coverage Part, means the period from the effective date of this Coverage Part to the expiration date of the Coverage Part as stated in the Declarations or the date of cancellation, whichever is earlier.

The word "insured" means any person or organization qualifying as such under Section **C. Who Is An Insured**.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **F. Liability And Medical Expenses Definitions**.

### A. COVERAGES

#### 1. Business Liability Coverage (Bodily Injury, Property Damage, Personal And Advertising Injury) Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **D. Liability And Medical Expenses Limits Of Insurance**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

- (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (b) The "bodily injury" or "property damage" occurs during the policy period; and
- (c) Prior to the policy period, no insured listed under Paragraph 1. of Section **C. Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- (2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section **C. Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or



(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

**e. Incidental Medical Malpractice**

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

**2. Medical Expenses**

**Insuring Agreement**

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

**3. Coverage Extension - Supplementary Payments**

a. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

(1) All expenses we incur.

(2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish, finance, arrange for, guarantee, or collateralize these bonds, whether the collateralization is characterized as premium or not.

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

(5) All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed against the insured.

(6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.



- (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the Limits of Insurance.

- b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
  - (a) Agrees in writing to:
    - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
    - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
    - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
    - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
  - (b) Provides us with written authorization to:
    - (i) Obtain records and other information related to the "suit"; and
    - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph 1.b.(b) of Section B. Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

## B. EXCLUSIONS

### 1. Applicable To Business Liability Coverage

This insurance does not apply to:

#### a. Expected Or Intended Injury

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".



**b. Contractual Liability**

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or
- (b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:
  - (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

**c. Liquor Liability**

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol;
- (3) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol; or
- (4) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury" or "property damage" involved that which is described in Paragraph (1), (2), (3) or (4) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving, or furnishing alcoholic beverages.

**d. Workers' Compensation And Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

**e. Employer's Liability**

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.



This exclusion does not apply to liability assumed by the insured under an "insured contract".

**f. Pollution**

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
  - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this paragraph does not apply to:
    - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
    - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to this Coverage Part as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
  - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
  - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
    - (i) Any insured; or
    - (ii) Any person or organization for whom you may be legally responsible;
  - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this paragraph does not apply to:
    - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
    - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
  - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
  - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".



However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

**(1) Unmanned Aircraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Exclusion **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

**(2) Aircraft (Other Than Unmanned Aircraft), Auto or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Exclusion **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Exclusion **g.(2)** does not apply to:

- (a)** A watercraft while ashore on premises you own or rent;
- (b)** A watercraft you do not own that is:
  - (i)** Less than 51 feet long; and
  - (ii)** Not being used to carry persons or property for a charge;
- (c)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (d)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft (other than "unmanned aircraft") or watercraft;
- (e)** "Bodily injury" or "property damage" arising out of:
  - (i)** The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
  - (ii)** The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged; or
- (f)** An aircraft (other than "unmanned aircraft") that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1)** The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2)** The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.



**i. War**

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Professional Services**

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
  - (a) Body piercing (not including ear piercing);
  - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
  - (c) Similar services;
- (10) Pharmaceutical services including but not limited to:
  - (a) The administering, prescribing, preparing, distributing or compounding of pharmaceutical drugs, vaccinations, immunizations or any of their component parts;
  - (b) The providing of or failure to provide home health care or home infusion products or services; and
  - (c) Advising and consulting customers;
- (11) Computer consulting, design or programming services, including web site design.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. Coverages.

**k. Damage To Property**

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;





- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D. Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

#### **l. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

#### **m. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

#### **n. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

#### **o. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

#### **p. Personal And Advertising Injury**

"Personal and advertising injury":

- (1) Arising out of oral, written, electronic, or any other manner of publication of material, if done by or at the direction of the insured with knowledge of its falsity;



- (2) Arising out of oral, written, electronic, or any other manner of publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of:
  - (a) Any actual or alleged infringement or violation of any intellectual property rights, such as copyright, patent, right of publicity, trademark, trade dress, trade name, trade secret, service mark or other designation of origin or authenticity; or
  - (b) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made against you, or by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

- (i) Infringement, in your "advertisement", of:
  - a. Copyright;
  - b. Slogan; unless the slogan is also a trademark, trade dress, trade name, service mark or other designation of origin or authenticity; or
  - c. Title of any literary or artistic work; or
- (ii) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

Paragraph (7)(b)ii above shall not apply to claims or "suits" alleging infringement or violation of trademark, trade dress, trade name, service mark or other designation of origin or authenticity.

- (8) Arising out of an offense committed by an insured whose business is:

- (a) Advertising, broadcasting, publishing or telecasting;
- (b) Designing or determining content of web sites for others; or
- (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. under the definition of "personal and advertising injury" in Section F. Liability And Medical Expenses Definitions.

For the purposes of this exclusion, the placing of frames, borders, or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

- (12) Arising out of:

- (a) Advertising content for others on your web site;
- (b) Placing a link to a web site of others on your web site;



(c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or

(d) Computer code, software or programming used to enable:

(i) Your web site; or

(ii) The presentation or functionality of an "advertisement" or other content on your web site;

(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities;

(15) Arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information; or

(16) Arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "personal and advertising injury" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

However, this exclusion does not apply if the only allegation in the claim or "suit" involves an intellectual property right which is limited to:

(a) Infringement, in your "advertisement", of:

(i) Copyright;

(ii) Slogan; or

(iii) Title of any literary or artistic work; or

(b) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

**q. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability**

(1) Damages because of "bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

This exclusion applies even if such damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraphs (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

**r. Employment-Related Practices**

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or



- (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, malicious prosecution or false arrest directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b), or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**s. Asbestos**

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
  - (a) May be awarded or incurred by reason of any claim or "suit" alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
  - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
  - (c) Arise out of any claim or "suit" for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

**t. Recording And Distribution Of Material Or Information In Violation Of Law**

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

**Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion**

Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section D. Liability And Medical Expenses Limits Of Insurance.

**2. Applicable To Medical Expenses Coverage**

We will not pay expenses for "bodily injury":

**a. Any Insured**

To any insured, except "volunteer workers".

**b. Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.



**c. Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

**d. Workers' Compensation And Similar Laws**

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

**e. Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

**f. Products-Completed Operations Hazard**

Included with the "products-completed operations hazard".

**g. Business Liability Exclusions**

Excluded under Business Liability Coverage.

**C. WHO IS AN INSURED**

**1. If you are designated in the Declarations as:**

- a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business, other than that described in **b.** through **e.** below, of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

**2. Each of the following is also an insured:**

**a. Employees And Volunteer Workers**

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

**(1) "Bodily injury" or "personal and advertising injury":**

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

**(2) "Property damage" to property:**



(a) Owned, occupied or used by:

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**b. Real Estate Manager**

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

**c. Temporary Custodians Of Your Property**

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

**d. Legal Representative If You Die**

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

**e. Unnamed Subsidiary**

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

**3. Newly Acquired Or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. 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; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**4. Operator Of Mobile Equipment**

With respect to "mobile equipment" any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**5. Operator Of Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons or property for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:



- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

## **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**

### **1. The Most We Will Pay**

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

### **2. Aggregate Limits**

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

### **3. Each Occurrence Limit**

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

### **4. Personal And Advertising Injury Limit**

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

### **5. Damage To Premises Rented To You Limit**

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

### **6. How Limits Apply To Additional Insureds**

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance required in a written contract, written agreement or permit; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this Policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this Policy and the endorsements is the single highest limit of liability of all





coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

## **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**

### **1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

### **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

#### **a. Notice Of Occurrence Or Offense**

You or any additional insured under this Coverage Part must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

#### **b. Notice Of Claim**

If a claim is made or "suit" is brought against any insured, you or any additional insured under this Coverage Part must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured under this Coverage Part must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

#### **c. Assistance And Cooperation Of The Insured**

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

#### **d. Obligations At The Insured's Own Cost**

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

#### **e. Additional Insured's Other Insurance**

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured under this Coverage Part, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with such additional insured's own insurance.

#### **f. Knowledge Of An Occurrence, Offense, Claim Or Suit**

Paragraphs a. and b. apply to you or to any additional insured under this Coverage Part only when such "occurrence", offense, claim or "suit" is known to:



- (1) You or any additional insured under this Coverage Part that is an individual;
- (2) Any partner, if you or an additional insured under this Coverage Part is a partnership;
- (3) Any manager, if you or an additional insured under this Coverage Part is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured under this Coverage Part is a corporation;
- (5) Any trustee, if you or an additional insured under this Coverage Part is a trust; or
- (6) Any elected or appointed official, if you or an additional insured under this Coverage Part is a political subdivision or public entity.

This Paragraph f. applies separately to you and any additional insured under this Coverage Part.

### 3. Legal action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

### 4. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

### 5. Representations

#### a. When You Accept This Policy

By accepting this Policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this Policy in reliance upon your representations.

#### b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

### 6. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

#### b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

##### (1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk, Owner Controlled Insurance Program or OCIP, Contractor Controlled Insurance Program or CCIP, Wrap Up Insurance or similar coverage for "your work";



**(2) Premises Rented To You**

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

**(3) Tenant Liability**

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

**(4) Aircraft, Auto Or Watercraft**

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **B.** Exclusions.

**(5) Property Damage To Borrowed Equipment Or Use Of Elevators**

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **B.** Exclusions.

**(6) When You Are Added As An Additional Insured To Other Insurance**

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

**(7) When You Add Others As An Additional Insured To This Insurance**

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

**(a) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

**(b) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

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



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

## **7. Transfer Of Rights Of Recovery Against Others To Us**

### **a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

### **b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

## **F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS**

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.
2. "Advertising idea" means any idea for an "advertisement".
3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. "Auto" means:
  - a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".
5. "Bodily injury" means physical:
  - a. Injury;
  - b. Sickness; or
  - c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.
6. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in **a.** above;
    - (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or



- (3)** "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication.

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of "electronic data", means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;
 if such property can be restored to use by:
  - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
  - b. Your fulfilling the terms of the contract or agreement.
12. "Insured contract" means:
  - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section D. Liability And Medical Expenses Limits Of Insurance.
  - b. A sidetrack agreement;
  - c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
  - d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e. An elevator maintenance agreement; or
  - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement. Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing. However, Paragraph f. does not include that part of any contract or agreement:
    - (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
      - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
      - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or



- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
  - b. While it is in or on an aircraft, watercraft or "auto"; or
  - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - b. Vehicles maintained for use solely on or next to premises you own or rent;
  - c. Vehicles that travel on crawler treads;
  - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
    - (1) Power cranes, shovels, loaders, diggers or drills; or
    - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
  - e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
    - (2) Cherry pickers and similar devices used to raise or lower workers;
  - f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
    - (a) Snow removal;
    - (b) Road maintenance, but not construction or resurfacing; or
    - (c) Street cleaning;
  - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered "autos".
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:



- a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
  - d. Oral, written, electronic, or any other manner of publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e. Oral, written, electronic, or any other manner of publication of material that violates a person's right of privacy;
  - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or
  - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".
- 18.** "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 19.** "Products-completed operations hazard";
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
    - (1) Products that are still in your physical possession; or
    - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
      - (a) When all of the work called for in your contract has been completed.
      - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
      - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
    - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
    - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
- 20.** "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
  - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
- 21.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.



- 22.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 23.** "Unmanned aircraft" means an aircraft that is not:
- a.** Designed;
  - b.** Manufactured; or
  - c.** Modified after manufacture;
- to be controlled directly by a person from within or on the aircraft.
- 24.** "Volunteer worker" means a person who:
- a.** Is not your "employee";
  - b.** Donates his or her work;
  - c.** Acts at the direction of and within the scope of duties determined by you; and
  - d.** Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 25.** "Your product":
- a.** Means:
    - (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
      - (a)** You;
      - (b)** Others trading under your name; or
      - (c)** A person or organization whose business or assets you have acquired; and
    - (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
  - b.** Includes:
    - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
    - (2)** The providing of or failure to provide warnings or instructions.
  - c.** Does not include vending machines or other property rented to or located for the use of others but not sold.
- 26.** "Your work":
- a.** Means:
    - (1)** Work or operations performed by you or on your behalf; and
    - (2)** Materials, parts or equipment furnished in connection with such work or operations.
  - b.** Includes:
    - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
    - (2)** The providing of or failure to provide warnings or instructions.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

#### **1. BROAD FORM INSURED**

**Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:**

##### **d. Subsidiaries and Newly Acquired or Formed Organizations**

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is a partnership or joint venture,
  - (b) That is an "insured" under any other policy,
  - (c) That has exhausted its Limit of Insurance under any other policy, or
  - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

##### **e. Employees as Insureds**

- (1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

##### **f. Lessors as Insureds**

- (1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (a) The agreement requires you to provide direct primary insurance for the lessor and
  - (b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

##### **g. Additional Insured if Required by Contract**

- (1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (a) During the policy period, and
- (b) Subsequent to the execution of such written contract, and

- (c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

**2. Primary and Non-Contributory if Required by Contract**

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

**3. AUTOS RENTED BY EMPLOYEES**

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

- e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

**4. AMENDED FELLOW EMPLOYEE EXCLUSION**

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

**5. HIRED AUTO PHYSICAL DAMAGE COVERAGE**

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire 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.

**6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

**7. LOAN/LEASE GAP COVERAGE**

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal

obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

**8. AIRBAG COVERAGE**

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

**9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
  - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
  - (3) An integral part of such equipment.
- c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

#### **10. EXTRA EXPENSE - BROADENED COVERAGE**

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

#### **11. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

#### **12. TWO OR MORE DEDUCTIBLES**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

#### **13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;

- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

#### **14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

#### **15. HIRED AUTO - COVERAGE TERRITORY**

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

- (6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

#### **16. WAIVER OF SUBROGATION**

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

#### **17. RESULTANT MENTAL ANGUISH COVERAGE**

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

#### **18. EXTENDED CANCELLATION CONDITION**

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

**19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE**

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

**20. VEHICLE WRAP COVERAGE**

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

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

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

**Person or Organization****Job Description**

With respect to all employees subject to the workers' compensation laws of the state of California, any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

**This policy is subject to a minimum charge of \$250 for the issuance of waivers of subrogation**

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.)

This endorsement, effective 12/22/2024 at 12:01 AM standard time, forms a part of

Policy No. EIG 5149562 02 Of the EMPLOYERS PREFERRED INS. CO.

Carrier Code 00920

Issued to RANEY PLANNING & MANAGEMENT IN

Endorsement No.

Premium \$3,649

Countersigned at \_\_\_\_\_ on \_\_\_\_\_

By:

Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**



## **BLANKET ADDITIONAL INSURED BY CONTRACT**

This endorsement modifies insurance provided under the following:

### **BUSINESS LIABILITY COVERAGE FORM**

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

#### **A. The following is added to Section C. WHO IS AN INSURED:**

##### **Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

#### **a. Vendors**

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

**(1)** The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b)** Any express warranty unauthorized by you;
- (c)** Any physical or chemical change in the product made intentionally by the vendor;
- (d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**



- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained in Paragraphs (d) or (f); or
  - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- b. Lessors Of Equipment**
  - (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
  - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.
- c. Lessors Of Land Or Premises**
  - (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
  - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
    - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
    - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
- d. Architects, Engineers Or Surveyors**
  - (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising 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 connection with your premises;
    - (b) In the performance of your ongoing operations performed by you or on your behalf; or
    - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
      - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
      - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
  - (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
 

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

    - (i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
    - (ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**



damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

**e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit**

- (1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**f. Any Other Party**

- (1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising 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 performed by you or on your behalf;
  - (b) In connection with your premises owned by or rented to you; or
  - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
    - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
    - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
 

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

  - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
  - (b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs f.(2)(a) or f.(2)(b) above.

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