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SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Economic Development Agency

SUBMITTAL DATE:

January 19, 2012

SUBJECT: Environmental Assessment – Jacqueline Cochran Regional Airport - Airport Improvement Program No. 03-06-0255-020-2011

RECOMMENDED MOTION: That the Board of Supervisors:

1. Award the contract to C&S Companies in the amount of \$214,596;
2. Authorize the Chairman of the Board to sign the contract documents on behalf of the County; and
3. Delegate change order authority to the Assistant County Executive Officer/EDA, or designee, in amounts that are in accordance with Board Policy B-11.

BACKGROUND: On April 7, 2011, a Request for Qualifications (RFQ) for Environmental Documentation Services was circulated to engage the services of an environmental consultant.

(Continued)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 214,596	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: Federal Aviation Administration Airport Improvement Program (AIP) Grant Funds (95%) and Airport Funds (5%)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY:

County Executive Office Signature: Jennifer Sargent

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY:
 SAMUEL WONG
 Departmental Concurrence
 DATE: 1/18/12

DEPT. RECOMM.: Consent Policy
 PER EXEC. OFC.: Consent Policy

Prev. Agn. Ref.: N/A | District: 4 | Agenda Number: 3.5

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND: (Continued)

Six qualifying companies responded to the RFQ, with C&S Companies ultimately being selected as the consultant for the project.

An Environmental Assessment (EA) analysis per the Federal Aviation Administration (FAA), National Environmental Protection Act (NEPA) requirements will be prepared to acquire approximately sixty acres of land in fee title, and the exchange of approximately sixty-two acres of contiguous land currently owned by the Riverside County Redevelopment Agency for sixty acres of airport owned land at Jacqueline Cochran Regional Airport.

This EA is pursuant to the requirements of NEPA and the California Environmental Quality Act (CEQA). The project documents have been reviewed and approved by the FAA and County Counsel, and are consistent with current guidelines for general Aviation facilities. This project is consistent with the airport's master plan.

Staff recommends that the Board of Supervisors accept the bid of C&S Companies and award the contract in the amount of \$214,596. The Federal Aviation Administration has reviewed the foregoing and concurs with staff's recommendations. County Counsel has approved as to form.

1 Five Hundred And Ninety Six Dollars (\$214,596). CONSULTANT shall submit invoices
2 to COUNTY for progress payments based on work completed to date as specified in
3 Exhibit "A". COUNTY shall reimburse CONSULTANT within thirty (30) days of receipt
4 of invoice.

5 **3. AMENDMENTS TO WORK PROGRAM.** COUNTY'S, Assistant County
6 Executive Officer/EDA is authorized to approve and execute the terms and scope of the
7 Agreement, as which do not affect the compensation amount set forth in section 2
8 herein. Such changes shall be mutually agreed upon by and between the Assistant
9 County Executive Officer/EDA and CONSULTANT and shall be incorporated in written
10 amendments to this Agreement.

11 **4. TIME OF PERFORMANCE.** CONSULTANT shall commence and
12 complete performance of services described in EXHIBIT "A" within eighteen to twenty-
13 four months upon execution of this Agreement by COUNTY and agrees that it will
14 diligently and responsibly pursue the performance of the services required of it by this
15 Agreement. CONSULTANT will perform the services on EXHIBIT "A" through the
16 project completion unless the work program is altered by written amendments pursuant
17 to the provisions in Section 3.

18 **5. COOPERATION BY AGENCY.** All information, data, reports, records,
19 and maps as are existing, available to COUNTY and necessary for carrying out the
20 work described, shall be furnished to CONSULTANT without charge by COUNTY.
21 COUNTY shall cooperate with CONSULTANT as appropriate to facilitate, without undue
22 delay, the work to be performed under this Agreement.

23 **6. DESIGNATED REPRESENTATIVES.** The following individuals are
24 hereby designated as representatives of the COUNTY and CONSULTANT respectively
25 to act as liaison between the parties:

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1 **AGENCY**

2 Chad Davies, Project Manager
3 Riverside County EDA
4 3403 10th Street, Suite 500
5 Riverside, CA 92507
(951) 955-9417
(951) 955-6686

CONSULTANT

Michael Hotaling, Vice President
C&S Engineers, Inc.
2020 Camino Del Rio N., Suite 1000
San Diego, CA 92108
(619) 296-9373

6 Any change in designated representatives shall be promptly reported to the other
7 party in order to ensure proper coordination of the Project.

8 **7. STANDARDS OF PERFORMANCE.** CONSULTANT shall comply with all
9 applicable laws, ordinances and codes of the federal, state and local governments while
10 performing the services described herein in a professional manner. CONSULTANT
11 represents and maintains that it is skilled in the professional calling necessary to
12 perform all services, duties, and obligations required by this agreement to fully and
13 adequately complete the project. CONSULTANT shall perform the services and duties
14 in conformance to, and consistent with, the standards generally recognized as being
15 employed by professionals in the same discipline in the State of California.

16 **8. OWNERSHIP OF DOCUMENTS.** Documents, reports and materials
17 prepared under this Agreement shall become the property of COUNTY upon receipt by
18 COUNTY designated representative named in Section 6 of this Agreement. The
19 COUNTY reserves the right to authorize others to use or reproduce such materials.
20 Therefore, such materials shall not be circulated in whole, or in part, without the
21 authorization of the COUNTY.

22 **9. PERSONNEL AND ASSIGNMENT.** CONSULTANT represents that it
23 has all personnel required to perform the services under this Agreement or will
24 subcontract for necessary services. CONSULTANT'S personnel shall not be employed
25 by, nor have any direct contractual relationship with, COUNTY. All services required
26 hereunder shall be performed by CONSULTANT, its employees, or personnel under
27 direct contract with CONSULTANT or subcontractors, it being specifically provided,
28 however, that CONSULTANT shall not assign or subcontract the performance of this

1 Agreement nor any part thereof without the prior, written consent of COUNTY.

2 **10. NON-DISCRIMINATION REQUIREMENTS.** CONSULTANT shall ensure
3 that there shall be no discrimination against or segregation of any person, or group of
4 persons, on account of sex, marital status, race, religion, color, creed, national origin or
5 ancestry in the performance of this Agreement and that CONSULTANT, shall not
6 establish or permit any such practice or practices of discrimination or segregation.

7 **11. LEGAL REVIEWS.** COUNTY may, in its sole and exclusive discretion,
8 conduct reviews to determine the legal sufficiency of any and all documents prepared
9 by CONSULTANT, by or through County Counsel.

10 **12. GOVERNING LAW; JURISDICTION.** This Agreement shall be governed
11 by and construed in accordance with the laws of the State of California. The Parties
12 agree that this Agreement has been entered into at Riverside, California, and that any
13 legal action related to the interpretation or performance of the Agreement shall be filed
14 in the Superior Court for the State of California, in Riverside, California

15 **13. ATTORNEY'S FEES.** In the event of any litigation or arbitration between
16 COUNTY and CONSULTANT to enforce any of the provisions of this Agreement or any
17 right of either party hereto, the unsuccessful party to such litigation or arbitration agrees
18 to pay the prevailing party all costs and expenses, including reasonable attorneys' fees,
19 incurred therein by the prevailing party, all of which shall be included in and as a part of
20 the judgment rendered in such litigation or arbitration.

21 **14. AUTHORITY OF CONSULTANT.** CONSULTANT and its agents,
22 servants, employees and subcontractors shall act at all times in an independent
23 capacity during the term of this Agreement, and shall not act as, and shall not be, nor
24 shall they in any manner be construed to be, agents, officers or employees of COUNTY,
25 and further, CONSULTANT, its agents, servants, employees and subcontractors, shall
26 not in any manner incur or have the power to incur any debt, obligation, or liability
27 against COUNTY.

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1 **15. TERM AND TERMINATION.** The term of this Agreement shall be one
2 year from the date of execution by COUNTY. This Agreement may be terminated by
3 COUNTY for any reason (with or without cause) upon giving fourteen (14) days prior
4 written notice to CONSULTANT. COUNTY may terminate the Agreement immediately
5 when: (1 it is determined by COUNTY that CONSULTANT activities are resulting in, or
6 may result in, discredit to COUNTY; or 2) CONSULTANT has breached a material
7 provision of this Agreement. In the event of termination, COUNTY may proceed with
8 the work in any manner it deems to be proper and in the best interests of COUNTY.

9 In the event of such termination, CONSULTANT shall be compensated for all
10 services performed and expenses incurred to the date of notice of termination as
11 described in a written report to COUNTY prepared by CONSULTANT. Upon
12 termination, CONSULTANT shall submit to COUNTY all materials and reports (including
13 any uncompleted reports or unfinished work). Such compensation shall be paid within
14 thirty (30) days of termination.

15 **16. NOTICES OF TERMINATION.** Notice of termination by COUNTY to
16 CONSULTANT shall be deemed delivered if sent by certified mail, return receipt
17 requested, to CONSULTANT'S designated representative. Notice by CONSULTANT to
18 COUNTY shall be deemed delivered if sent by certified mail, return receipt requested,
19 to: Chad Davies, Project Manager, Economic Development Agency for the County of
20 Riverside, 3403 10th Street, 5th floor, Riverside, CA 92501.

21 **17. CONFLICT OF INTEREST.** CONSULTANT represents, and agrees, that
22 CONSULTANT has not employed any person to solicit or procure this Agreement, and
23 has not made, and will not make, any payment or any agreement for the payment of any
24 commission, percentage, brokerage, contingent fees, or other compensation in
25 connection with the procurement of this Agreement.

26 **18. INDEPENDENT CONSULTANT.** It is understood and agreed that
27 CONSULTANT is an independent contractor and that no relationship of employer-
28 employee exists between the parties hereto. CONSULTANT shall not be entitled to any

1 benefits payable to employees of COUNTY including County Workers' Compensation
2 Benefits. It is further understood and agreed by the parties hereto, that CONSULTANT
3 in the performance of its obligation hereunder, is subject to the control or direction of
4 COUNTY merely as to the result to be accomplished by the services hereunder agreed
5 to be rendered and performed and not as to the means and methods of accomplishing
6 the results. CONSULTANT, its employees and agents shall maintain professional
7 licenses required by the laws of the State of California at all times while performing
8 services under the Agreement.

9 **19. INDEMNITY AND HOLD HARMLESS.** The CONSULTANT agrees to and
10 shall indemnify (but not defend), and hold harmless the County of Riverside, its
11 Districts, Departments and Special Districts, their respective directors, officers, Board of
12 Supervisors, elected and appointed officials, employees, agents and representatives
13 (hereinafter individually and collectively referred to as "Indemnitees") from loss, suits,
14 claims, demands, actions, or proceedings to the extent caused by the negligence,
15 recklessness, willful misconduct, error or omission, of CONSULTANT, its directors,
16 officers, partners, employees, agents or representatives or any person or organization
17 for whom CONSULTANT is responsible, arising out of, or from the performance of
18 services under this Agreement.

19 With respect to any action or claim subject to indemnification herein by
20 CONSULTANT, CONSULTANT shall, at its sole cost, have the right to use counsel of
21 their own choice and shall have the right to adjust, settle, or compromise any such
22 action or claim without the prior consent of COUNTY; provided, however, that any such
23 adjustment, settlement or compromise in no manner whatsoever limits or circumscribes
24 CONSULTANT'S indemnification to Indemnitees as set forth herein.

25 CONSULTANT'S obligation hereunder shall be satisfied when CONSULTANT
26 has provided to Indemnitees the appropriate form of dismissal relieving Indemnitees
27 from any liability for the action or claim involved.

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1 The specified insurance limits required in this Agreement shall in no way limit or
2 circumscribe CONSULTANT'S obligations to indemnify and hold harmless Indemnitees
3 from third party claims.

4 In the event there is conflict between this clause and California Civil Code
5 Section 2782, this clause shall be interpreted to comply with Civil Code 2782.

6 **20. INSURANCE.** Without limiting or diminishing the CONTRACTOR'S
7 obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure
8 and maintain, or cause to be maintained, at its sole cost and expense, the following
9 insurance coverage's during the term of this Agreement. As respect to the insurance
10 section only, the COUNTY herein refers to the County of Riverside, its Agencies,
11 Districts, Special Districts, and Departments, their respective directors, officers, Board
12 of Supervisors, employees, elected or appointed officials, agents or representatives as
13 Additional Insureds.

14 A. Workers' Compensation: If CONSULTANT has employees as
15 defined by the State of California, the CONSULTANT shall maintain statutory Workers'
16 Compensation Insurance (Coverage A) as prescribed by the laws of the State of
17 California. Policy shall include Employers' Liability (Coverage B) including Occupational
18 Disease with limits not less than One Million Dollars (\$1,000,000) per person per
19 accident. Policy shall be endorsed to waive subrogation in favor of the County of
20 Riverside.

21 B. Commercial General Liability: Commercial General Liability
22 insurance coverage, including, but not limited to, premises liability, unmodified
23 contractual liability, products and completed operations liability, personal and
24 advertising injury, and cross liability coverage, covering claims which may arise from or
25 out of CONSULTANT'S performance of its obligations hereunder. Policy shall name the
26 COUNTY, as Additional Insured. Policy's limit of liability shall not be less than One
27 Million Dollars (\$1,000,000) per occurrence combined single limit. If such insurance

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1 contains a general aggregate limit, it shall apply separately to this agreement or be no
2 less than two times the occurrence limit.

3 C. Vehicle Liability: If vehicles or mobile equipment are used in the
4 performance of the obligations under this Agreement, CONSULTANT shall maintain
5 liability insurance for all owned, non-owned or hired vehicles so used in an amount not
6 less than One Million Dollars (\$1,000,000) per occurrence combined single limit. If such
7 insurance contains a general aggregate limit, it shall apply separately to this agreement,
8 or be no less than two times the occurrence limit. Policy shall name the COUNTY as
9 Additional Insured.
10

11 D. Professional Liability: CONSULTANT shall maintain Professional
12 Liability Insurance providing coverage for the CONSULTANT'S performance of work
13 included within this Agreement, with a limit of liability of not less than One Million Dollars
14 (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate. If
15 CONSULTANT'S Professional Liability Insurance is written on a claim made basis
16 rather than an occurrence basis, such insurance shall continue through the term of this
17 Agreement and CONSULTANT, shall purchase at his sole expense either: 1) an
18 Extended Reporting Endorsement (also known as Tail Coverage); 2) Prior Dates
19 Coverage from a new insurer with a retroactive date back to the date of, or prior to, the
20 inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that
21 Consultant has maintained continuous coverage with the same or original insurer.
22 Coverage provided under items; 1), 2) or 3) will continue as long as the law allows.
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25 E. General Insurance Provisions - All lines:

26 1. Any insurance carrier providing insurance coverage hereunder shall be
27 admitted to the State of California and have an A.M. BEST rating of not less than an A:
28 VIII (A: 8) unless such requirements are waived, in writing, by the COUNTY Risk

1 Manager. If the County's Risk Management waives a requirement for a particular
2 insurer, such waiver is only valid for that specific insurer and only for one policy term.

3 2. The CONSULTANT must declare its insurance, self-insured, retention for
4 each coverage required herein. If any such, or self-insured, retentions exceed Five
5 Hundred Thousand Dollars (\$500,000) per occurrence, each such retention shall have
6 the prior written consent of the County's Risk Management before the commencement
7 of operations under this Agreement. Upon notification of self-insured retention
8 unacceptable to the COUNTY, at the election of the COUNTY'S Risk Manager,
9 CONSULTANT'S carriers shall either; 1) reduce or eliminate such self-insured
10 retentions as respects this Agreement with the COUNTY; or, 2) procure a bond which
11 guarantees payment of losses and related investigations, claims administration, defense
12 costs and expenses.
13

14 3. CONSULTANT shall cause CONSULTANT'S insurance carrier(s) to
15 furnish the County of Riverside with either; 1) a properly executed original Certificate(s)
16 of Insurance and certified original copies of Endorsements effecting coverage as
17 required herein; and, 2) if requested to do so orally or in writing by the COUNTY'S Risk
18 Manager, provide original certified copies of policies including all Endorsements and all
19 attachments thereto, showing such insurance is in full force and effect. Further, said
20 Certificate(s) and policies of insurance shall contain the covenant of the insurance
21 carrier(s); shall provide no less than thirty (30) days written notice; and shall be given to
22 the County of Riverside prior to any material modification or cancellation expiration or
23 reduction in coverage of such insurance. In the event of a material modification or
24 cancellation, expiration, or reduction in coverage, this Agreement shall terminate
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1 forthwith, unless the COUNTY receives, prior to such effective date, another properly
2 executed original Certificate of Insurance and original copies of endorsements or
3 certified original policies, including all Endorsements and attachments thereto,
4 evidencing coverage's set forth herein and the insurance required herein is in full force
5 and effect. **CONSULTANT shall not commence operations until the COUNTY has**
6 **been furnished with original Certificate(s) of Insurance and certified original**
7 **copies of endorsements and if requested, certified original policies of insurance**
8 **including all endorsements and any and all other attachments as required in this**
9 **Section. An individual authorized by the insurance carrier to do so on its behalf**
10 **shall sign the original endorsements for each policy and the Certificate of**
11 **Insurance.**

14 4. It is understood and agreed by the parties hereto and that the
15 CONSULTANT'S insurance shall be construed as primary insurance, and the
16 COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured
17 programs shall not be construed as contributory.

19 5. If, during the term of this Agreement or any extension thereof, there is a
20 material change in the scope of services; or, there is a material change in the change in
21 the equipment to be used in the performance of the scope of work; or, the term of this
22 Agreement, including any extensions thereof, exceeds five years; the COUNTY
23 reserves the right to adjust the types of insurance and the monetary limits of liability
24 required under this Agreement, if in the County Risk Manager's reasonable judgment,
25 the amount or type of insurance carried by the CONSULTANT has become inadequate
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1 6. CONSULTANT shall pass down the insurance obligations contained
2 herein to all tiers of subcontractors working under this Agreement.

3 7. The insurance requirements contained in this Agreement may be met with
4 a program(s) of self-insurance acceptable to the COUNTY.
5

6 8. CONSULTANT agrees to notify COUNTY of any claim by a third party or
7 any incident or event that may give rise to a claim arising from the performance of this
8 Agreement.

9 **21. SEVERABILITY:** If any provision in this Agreement is held by a court of
10 Competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will
11 nevertheless continue in full force without being impaired or invalidated in any way.
12

13 **22. WAIVER.** Any waiver by COUNTY of any breach of any one or more of
14 the terms of this Agreement shall not be construed to be a waiver of any subsequent or
15 other breach of the same or of any other term thereof. Failure on the part of the
16 COUNTY require exact, full and complete compliance with any terms of this Agreement
17 shall not be construed as in any manner changing the terms hereof, or stopping County
18 from enforcement hereof.

19 **23. ENTIRE AGREEMENT.** This Agreement is intended by the Parties
20 hereto as a final expression of their understanding with respect to the subject matter
21 hereof and as a complete and exclusive statement of the terms and conditions thereof,
22 and supersedes any and all prior and contemporaneous agreements and
23 understandings, oral or written, in connection therewith. Any amendments to or
24 clarification necessary for this Agreement shall be in writing and acknowledged by the
25 Parties to the Agreement. This Agreement may be changed or modified only upon the
26 written consent of the Parties.

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1 **24. SURVIVABILITY OF TERMS.** Any provision of this Agreement that is
2 not fully performed as of the date of termination will survive termination of this
3 Agreement.

4 **IN WITNESS WHEREOF**, the County of Riverside and CONSULTANT have
5 executed this Agreement as of the date first above written.

6 **COUNTY OF RIVERSIDE**

7 **C & S ENGINEERS, INC.**

8 _____
9 John Tavaglione, Chairman
10 Board of Supervisors

11 
12 _____
13 Michael D. Hotelling
14 Vice President

15 **ATTEST:**
16 Kecia Harper-Ihem
17 Clerk of the Board

18 _____
19 Deputy

20 **APPROVED AS TO FORM:**
21 Pamela J. Walls
22 County Counsel

23 
24 _____
25 Deputy

Exhibit A

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SCHEDULE A

SCOPE OF SERVICES

Project Name: Environmental Assessment and Initial Study/Mitigated Negative Declaration for Land Acquisition/Exchange

Airport Name: Jacqueline Cochran Regional Airport (TRM)

Services Provided: Environmental Services
National Environmental Policy Act (NEPA)
California Environmental Quality Act (CEQA)

Overview of Services

C&S Engineers, Inc., (CONSULTANT) shall provide the required professional services to prepare a concise Environmental Assessment (EA) and Initial Study/Mitigated Negative Declaration (IS/MND) pursuant to California Public Resources Code Sections 21000 et seq., and Title 14, California Code of Regulations, Sections 15000 et seq. for the following projects at the Jacqueline Cochran Regional Airport (TRM) for the Riverside County Economic Development Agency (SPONSOR):

1. Land acquisition of approximately 63 acres
2. Land exchange of approximately 62 acres currently owned by the Riverside County Redevelopment Agency for 60 acres currently owned by the SPONSOR

Proposed Action

The proposed action will study the potential environmental impacts associated with the land acquisition of approximately 60 acres that are currently within the existing Runway 35 Runway Protection Zone (RPZ), land acquisition of approximately three acres currently located within the existing Runway 17 RPZ, and land exchanges totaling approximately 122 acres.

Guidelines for EA Preparation

The EA, as defined by the Council on Environmental Quality (CEQ) regulations, will be a concise public document for which a federal agency is responsible that serves to briefly provide sufficient evidence and analysis for determining whether to prepare an Environmental Impact Statement (EIS) or a Finding of No Significant Impact (FONSI).

The EA documentation will be prepared in a manner that is consistent with the following guidance documents:

- Federal Aviation Administration (FAA) Order 5050.4B, *National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions*
- FAA Order 1050.1E, *Environmental Impacts, Policies and Procedures*
- Local rules and regulations

According to FAA Order 1050.1E, the FAA's primary mission is to assure aviation safety, security, and efficiency. NEPA compliance and other environmental responsibilities are integral components of that mission. NEPA assures informed decision-making. NEPA provides a means for assuring that environmental concerns and interests of the public, federal, state or local agencies and tribes are appropriately considered as part of the decision-making process.

Administration Phase

The preparation of the EA will be conducted by the SPONSOR with grant assistance from the FAA Airport Improvement Program (AIP).

CONSULTANT shall aid the SPONSOR by acting as its liaison and project coordinator with the FAA. The SPONSOR will continue to participate in meetings, conference calls, e-mails and review of environmental and supporting documents. The CONSULTANT shall assist the SPONSOR in the preparation of all paperwork required to secure funds for the EA. The specific services to be provided by CONSULTANT as part of this phase are as follows:

- Preparation of grant application and reimbursement request packages, coordination of their execution by the SPONSOR, and submission to the funding agencies.
- Aid the SPONSOR by acting as liaison and project coordinator with the funding and reviewing agencies.
- Preparation of a draft FONSI.

Environmental Assessment Preparation

The EA process generally comprises the following five steps:

- Description of existing conditions
- Description of proposed action
- Consideration of alternatives
- Measurement of significant changes
- Minimization of unavoidable impacts

The major components of the EA are:

Purpose and Need

Identify the proposed action to be assessed, the requested federal action, and the time frame for such action. The following items will be discussed:

- Description of proposed action
- Relevant information regarding the purpose and need for the proposed action

Alternatives

A full range of conceptual alternatives (up to four, including the no-action alternative) will be developed. The results of the alternative analysis will be the basis for preparation of the alternative development section of the EA. The alternatives phase will include development, and a description, of a “No-Action” alternative in accordance with CEQ regulations.

Affected Environment

An on-site walkover will be conducted to familiarize the CONSULTANT with the proposed action being considered. In addition, relevant background information from a variety of sources will be collected and presented in the Affected Environment chapter regarding the existing conditions of the proposed action area. This information will help identify specific resources that could be potentially impacted by the proposed action.

As part of the preparation of the Affected Environment chapter consultation in regards to Native American tribes, Section 7 with the U.S. Fish and Wildlife Service (USFWS), and Section 106 with the State Historic Preservation Office (SHPO) will be initiated by the FAA. To support the required FAA consultation efforts the CONSULTANT will prepare a biological assessment, provide information regarding the previously prepared cultural/archeological assessment, and provide a letter to the Native American Historic Commission letter and California Historical Information System documentation. All surveys and correspondence will be consistent with an identified Area of Potential Effect (APE).

Environmental Consequences – Specific Impact Categories

This part of the EA involves examining the potential environmental impacts of the proposed action and determining if these impacts are significant. During this process, specific consultation with tribes and resource agencies will be accomplished.

Air Quality

The Environmental Protection Agency (EPA) Green Book for current National Ambient Air Quality Standards (NAAQS) attainment areas has been reviewed and Riverside County is located within a non-attainment area for particulate matter less than 2.5

micrometers (PM_{2.5}), particulate matter less than 10 micrometers (PM₁₀), and 8-hour ozone air quality standards. Due to this designation, an emissions inventory will be necessary to demonstrate that the proposed project will meet state air quality standards and not exceed EPA mandated de-minimis threshold levels. The inventory will include the use of equipment used to construct the proposed drainage basin and close down Avenue 60. Other emissions sources are not anticipated to be impacted by the proposed project. The emissions inventory will be prepared using the guidance set forth under *Air Quality Procedures for Civilian Airport and Air Force Bases*.

The proposed action is located within the South Coast Air Quality Management District Salton Air Basin (Basin). The EA will include discussion on the potential impacts that airport operations and construction emissions will have relative to the locally established thresholds.

Coastal Resources

As applicable, any coastal zone management programs or coastal barriers affected by the proposed action will be identified. Given the location of the proposed action (*i.e.*, not in proximity to Coastal Resources), no impact or need to perform additional analysis is expected.

Compatible Land Use

Any impacts exceeding thresholds of significance that have land use ramifications, such as disruption of communities, relocation of residences or businesses, or impacts to natural resource areas, will be identified. Land Use assurance letters will be included in the document.

Construction Impacts

Specific effects during construction of the proposed action that may create adverse environmental impacts will be identified. The extent to which any of these effects are subject to local, state, or federal laws, ordinances, or regulations will be discussed, as applicable, along with measures to be taken to conform to such requirements.

Department of Transportation Section 4(f)

The EA will identify and consider publicly owned land, including public parks, recreation areas, wildlife and waterfowl refuges, or historic sites that could be affected by the proposed action.

Farmlands

This part of the EA will identify the effects of converting farmland to non-agricultural uses and involves determining if the farmland is protected by the Farmland Protection Policy Act (FPPA). Farmland protected by the FPPA is either prime farmland which is not already committed to urban development or water storage, unique farmland, or farmland which is of state or local importance. The U.S. Soil Conservation Service and other applicable agencies will be contacted to determine whether the FPPA is applicable to the proposed action.

Fish, Wildlife, and Plants

The EA will review the potential of the proposed action to have an effect on state or federally listed threatened or endangered species. This includes coordination with the U.S. Fish and Wildlife Service (USFWS) and the California Department of Fish and Game (CDFG) to determine which species of concern or their habitats may occur within or near the proposed project area. Based on input from the above agencies, a biological/habitat evaluation for federally listed endangered, threatened, and candidate species will be conducted on all areas that are either being acquired or exchanged and any other areas of ground disturbance, including the proposed detention pond. The entire study area will be evaluated, with extra emphasis placed on identifying habitat that may exist for special status species.

Floodplains

The Flood Insurance Rate Map or the Flood Insurance Study Report will be reviewed to determine if the Action is located within a flood plain. The presence or absence of flood plains and the potential for impacts will be documented.

Hazardous Materials, Pollution Prevention, and Solid Waste

A review to determine the likelihood of encountering land that may contain hazardous substances or may be contaminated will be undertaken. As required by the FAA for real estate transactions, a Phase I – Environmental Due Diligence Audit (EDDA) will be completed by the CONSULTANT to determine if activities involving hazardous materials have occurred at a site or resulted in environmental contamination. An EDDA is a form of pre-acquisition protection against Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and Resource Conservation and Recovery Act (RCRA) liability and a defense in lawsuits addressing contaminated lands. If the Phase I EDDA indicates that the land is, was, or has the potential for such activities or occurrences, a Phase II EDDA would be necessary to verify and identify the existence of the materials. The Phase I EDDA will be prepared by the CONSULTANT per guidance set forth under FAA Order 1050.19, *Environmental Due Diligence Audits in the Conduct of FAA Real Property Transactions*. The EA will use the Phase I EDDA to assess potential impacts to these resources. The scope of services does not include preparation of a Phase II EDDA.

Airport development projects do not normally have a direct relationship to solid waste collection, control, or disposal other than that associated with construction itself. A preliminary review will indicate if the projected quantity or type of solid waste generated by or method of collection or disposal of waste related to the proposed detention basin will be appreciably different than would be the case today.

Historic, Architectural, Archeological, and Cultural Resources

The CONSULTANT will conduct an investigation to determine if the proposed action will have an effect upon any properties in, or eligible for inclusion in, the National Register of Historic Places, and whether there is any reason to believe that significant scientific, prehistoric, historic, archaeological, or paleontological resources would be lost or destroyed as a result of the proposed action or future development.

In compliance with Section 106 of the National Historic Preservation Act, the CONSULTANT will prepare documentation for the FAA to use to determine if any effects will occur and to consult with the California State Historic Preservation Officer (SHPO). If artifacts are found, possible adverse effects will be identified and recommendations will be provided for possible mitigation measures. If the SHPO concurs that the artifacts are not eligible, then mitigation will not be required. The findings of this analysis will be provided in a final report.

Light Emissions & Visual Impacts

Consideration will be given as to the extent to which any lighting or visual impacts associated with the proposed action will create an annoyance among people in the vicinity of the airport.

Natural Resources, Energy Supply, and Sustainable Design

Energy requirements associated with the proposed action include assessing the following impacts:

- Those which relate to changed demands for stationary facilities (*e.g.*, airfield lighting and terminal building heating). Any major changes in stationary facilities' demands, which would have a measurable effect on local supplies, will be identified; and
- Those which involve the movement of air and ground vehicles.

Noise

The potential of the proposed action to impact noise to surrounding communities as a result of an anticipated increase in aircraft operations, changes to the existing aircraft fleet mix, or changes to the way aircraft operate at the airport is required. A noise analysis will be prepared to determine the impacts associated with the proposed action.

Secondary (Induced) Impacts

The potential of the proposed action to have induced or secondary impacts on surrounding communities will be identified. The EA will describe in general terms such factors as shifts in patterns of population movement and growth, public service demands, and changes in business and economic activity to the extent influenced by development.

Socioeconomic Impacts, Environmental Justice, and Children's Environmental Health and Safety Risks

This section of the EA will consider the magnitude of potential economic and social impacts associated with the proposed project. The effect of the proposed project upon the social and community aspects of the area will be described in terms of the numbers of people and businesses affected and available forms of relocation assistance. Road closures and surface transportation disruptions will be identified and described, as appropriate.

Environmental justice is concerned with a variety of public policy efforts to ensure that adverse human health or environmental effects of governmental activities do not fall disproportionately upon minority populations and low-income populations. In the realm of aviation, environmental justice means that transportation system changes, such as runway extensions, are studied carefully to determine the nature, extent, and incidence of probable impacts, both favorable and adverse. The EA will also identify and assess environmental health risks and safety risks of the proposed project that may disproportionately affect children. No impact or need for additional analysis is expected.

Water Quality

The potential effects of the proposed action on water quality will be discussed. The following factors will be considered:

- Erosion controls to prevent siltation
- Designs to preserve existing drainage or to minimize dredge and fill
- Location with regard to an aquifer or sensitive ecological areas, such as wetlands

Measures to minimize water pollution and run-off effects will be identified to demonstrate that state water quality standards, as well as federal and local requirements, can be met.

Wetlands

A review of USFWS supplied National Wetlands Inventory (NWI) maps have indicated the possibility of wetlands existing on or within close proximity to the proposed acquisition and exchange areas, and as a result, a wetland delineation will be conducted by a qualified professional in accordance with the *1987 U.S. Army Corps of Engineers Wetlands Delineation Manual*. This will include consultation with the United States Army Corps of Engineers (USACE) to verify the wetlands delineation and report preparation are conducted to ensure consistency with appropriate regulations and standards. The EA will use the wetlands delineation to assess potential impacts to these resources. A conceptual mitigation plan will be prepared (if needed) that will include preliminary engineering, but the scope of services does not include preparation of a final mitigation plan or final design of that mitigation.

Wild and Scenic Rivers

The U.S. Department of the Interior will be contacted to determine the presence or absence of Wild and Scenic Rivers that could be affected by the proposed action. If necessary, potential impacts will be identified and mitigation measures will be recommended.

Other Considerations

This part of the EA will discuss whether the proposed action is likely to be highly controversial on environmental grounds; is likely to be inconsistent with any federal, state, or local law or administrative determination relating to the environment; and is reasonably consistent with plans, goals, policies, or controls that have been adopted for the area in which the airport is located.

Cumulative Impacts

CEQ Regulation 1500.7 states that “cumulative impact” is the impact on the environment which results from the incremental impact of an action when added to other past, present, and reasonably foreseeable future actions, regardless of what agency or person undertakes such other actions. Cumulative impacts are defined as existing or baseline (no-build) impacts on the environment, plus the incremental direct effect of the proposed action, plus the indirect/secondary impacts of the proposed action. These will be assessed to determine the environment’s ability to sustain such impacts.

Anticipated Permits or Approvals

All required permits for the proposed action will be identified.

Mitigation

Mitigation measures that will need to be taken to avoid or minimize significant impacts on a particular resource will be identified. Impacts that cannot be mitigated, or that cannot be mitigated below the threshold of significance identified in FAA Order 1050.1E, will be discussed. Final mitigation (i.e., design) plans are *not* included as part of this Scope of Services.

Advisory Committee/Public Involvement

Three meetings will be scheduled with the SPONSOR during the assessment process. The first will be a project kick-off meeting/scoping meeting to gather information about the proposed action. The second meeting will be held once the project scoping process and full range of alternatives have been developed. The third meeting will be held once the potential environmental impacts have been determined and will coincide with a public information workshop and hearing in accordance with 1050.1E. The FAA and the State Department of Transportation will be notified and invited to meetings for coordination and comments.

Report Preparation

The Draft Environmental Assessment (DEA) will be forwarded to the SPONSOR for review and comment (15 day comment period). The CONSULTANT assumes that five hardcopies and one electronic (CD) copy will be sufficient for review. Once SPONSOR comments have been incorporated, the DEA will then be forwarded to the FAA for review and comment (30 day comment period).

A total of 15 copies of the Draft Environmental Assessment (DEA) and 15 copies of the Final Environmental Assessment (FEA) document will be distributed. The distribution list will include the SPONSOR, the FAA, the State Department of Transportation, and other regulatory agencies.

Additionally, copies of the FEA will be made available in print form at various public locations and will also be posted on the CONSULTANT's ftp server in PDF format for access by the public and agencies. The CONSULTANT assumes that up to 10 hardcopies will be sufficient for delivery to the various public locations, and will provide the SPONSOR with up to five hardcopies of the draft FEA for distribution to locations for public review and one electronic copy; though more hardcopies can be provided on a time and materials basis.

If the environmental determination is a Finding of No Significant Impact (FONSI) the FAA will prepare the FONSI determination document.

Schedule

The CONSULTANT agrees to complete the work identified herein in a manner satisfactory to the SPONSOR within 18 to 24 months after receiving a written Notice to Proceed from the SPONSOR, or within such extended periods as are agreed to by the SPONSOR. The schedule is based on estimated approval times for environmental assessments being reviewed within the FAA Los Angeles Airport District Office.

Assumptions regarding the EA made by the CONSULTANT and agreed to by the SPONSOR:

- The proposed project, as identified under our project understanding, shall not be altered by the SPONSOR during the course of environmental analysis. Should the SPONSOR choose to change aspects of the proposed project, the CONSULTANT will perform the additional tasks on a time and materials basis, and reserves the right to alter the schedule.
- Up to five on-site meetings are included in the EA Scope of Services to conduct a site walk over, conduct public outreach, and to address any potential issues directly with the SPONSOR or FAA. If additional meetings require attendance by the CONSULTANT, and the FAA subsequently approves the CONSULTANT's attendance, it is agreed that this is additional work and that, if necessary, a supplemental agreement will be executed by the SPONSOR.
- The CONSULTANT will endeavor to complete the EA Scope of Services identified herein within 18 to 24 months after receiving the written Notice to Proceed. However, if circumstances beyond the control of the CONSULTANT (including but not limited to review by involved governmental agencies) prevent the CONSULTANT from completing the work within the agreed upon time frame, then the CONSULTANT may request an extension of time to complete the work and may be entitled to additional compensation based on remaining effort anticipated and agreed to in advance by the SPONSOR and FAA.
- All necessary data, resources, and materials will be provided on a timely basis to allow the CONSULTANT sufficient opportunity to complete the EA (and

associated technical studies) in the proposed schedule. Should required information or resources be delayed, then the CONSULTANT assumes the right to adjust the schedule accordingly to meet the requirements necessary for preparing the items identified under the scope of work.

- The proposed project, as identified under our project understanding, does not include the road closure of Avenue 60. The CONSULTANT fees associated with that work will not be included in this scope of work.
- The CONSULTANT fees associated with the work assume that an EIS will not be necessary.
- The scope of services includes the completion of a Phase I EDDA. If additional analysis is required, it is agreed that this is additional work and that, if necessary, a supplemental agreement will be executed by the SPONSOR, with subsequent approval from the FAA for reimbursement.

Guidelines for IS/MND Preparation

Pursuant to Section 15063 of the CEQA Guidelines, a lead agency may use a federally prepared Environmental Assessment (EA) or a similar analysis prepared pursuant to the National Environmental Policy Act (NEPA), when needing to conduct an IS of the potential environmental effects of a proposed project. The CONSULTANT proposes this approach for the necessary CEQA analysis of the proposed action as described above, with the assumption that an IS/MND will be sufficient for the purposes of CEQA.

Utilizing the EA the CONSULTANT will add the necessary analysis required by Appendix G of the CEQA Guidelines that is not normally considered by FAA Order 1050.1E, or requires different standards of review per state or local regulations. These sections shall include the following:

- Air Quality
- Traffic/Transportation
- Biological Resources (Burrowing Owl Survey)
- Geology and Soils
- Mineral Resources
- Utilities and Service Systems
- Mandatory Findings of Significance

The majority of analysis that will be prepared by the CONSULTANT during the preparation of the EA shall be sufficient for the purposes of satisfying CEQA requirements. However, for certain resource categories such as air quality or biological resources, additional analysis may be required in order to determine whether the proposed action would exceed thresholds established by the state or local agencies.

Below is a description of technical analyses/surveys that will be performed pursuant to the requirements of CEQA.

Air Quality

The project site is located in Riverside County and is within the boundaries of the Salton Sea Air Basin (SVAB). The South Coast Air Quality Management District (SCAQMD) is the local air district with jurisdiction over the project area. The project is a region currently designated “nonattainment” for the State and national ozone and PM10 standards. The SCAQMD regulates air quality through its permit authority over most types of stationary emissions sources and through its planning and review activities.

The CONSULTANT will prepare an air quality analysis that will use the recently released California Emissions Estimator Model (CalEEMod) to estimate criteria air pollutants and GHGs from project construction, identify whether the air quality emissions from these activities would result in potentially significant impacts, and specify mitigation measures to reduce emissions where appropriate.

Burrowing Owl Surveys

Based on knowledge of the area, burrowing owl surveys are warranted. Summarized below are the survey techniques recommended for conducting burrowing owl surveys in accordance the California Burrowing Owl Consortium Guidelines (CBOC 1993).

- **Phase I: Habitat Assessment**
Based on the presence of grasslands on the project site and the known distribution of burrowing owls in the area, it is likely that the site contains suitable burrowing owl habitat. Therefore, it is assumed that a Phase II burrow survey is needed to confirm presence or absence of burrowing owls on the project site, which includes a 150-meter (approx. 500 ft.) buffer zone around the disturbance footprint.
- **Phase II: Burrow Survey**
The CONSULTANT will conduct a burrow survey by walking through suitable habitat over the entire project site and in areas within 150 meters of the disturbance footprint (where access is granted). The buffer zone is included to account for burrows and foraging habitat adjacent to the project site that could be inadvertently impacted from factors such as noise and vibration due to heavy equipment during the construction phase.
- **Phase III: Owl Presence – Breeding Season Survey (if necessary)**
If any potentially occupied burrowing owl burrows are identified during the Phase II survey, The CONSULTANT will conduct four visual surveys during the breeding season. Birds will be observed from two hours before sunset to one hour after sunset, or from one hour before sunrise to two hours after sunrise. The four visits will be conducted during the nesting season (February 1 to August 31), although it is preferable to survey at the height of the breeding season (between April 15 and July 15). If no owls are observed during the nesting season, a winter

survey should be conducted between December 1 and January 31 to count and map all owl sightings, occupied burrows, and burrows with owl sign.

- **Phase IV: Owl Presence – Winter Survey (if necessary)**
If any potentially occupied burrowing owl burrows are identified during the Phase II survey, The CONSULTANT will conduct four visual surveys during the winter season if no owls were observed during the breeding season surveys. Birds will be observed from two hours before sunset to one hour after sunset, or from one hour before sunrise to two hours after sunrise. The four visits will be conducted during the winter season between December 1 and January 31 to count and map all owl sightings, occupied burrows, and burrows with owl sign. ESA Airports will provide the cost to conduct a winter survey if determined to be necessary.

Other Sections

Other than the required technical studies, as described above, which shall also inform the CONSULTANT assumes that the remainder of the CEQA-specific sections shall require a “standard” level of analysis commensurate with an IS/MND.

Anticipated Permits or Approvals

All required permits for the proposed action will be identified.

Advisory Committee/Public Involvement

Once the IS/MND is in draft form, interested parties will have the opportunity to review and provide comments on the proposed action and environmental analysis during the 30 day public review period.

Report Preparation

Upon receipt of SPONSOR’s comments on the administrative draft IS/MND, the CONSULTANT will prepare the draft IS/MND for public review. A screencheck copy of the draft IS/MND will be submitted to SPONSOR for review prior to delivery to the State Clearinghouse. Upon the approval of SPONSOR, the CONSULTANT will deliver the draft IS/MND, along with a notice of intent (NOI) to the State Clearinghouse for a thirty 30 day review period. The CONSULTANT assumes that fifteen electronic (CD) copies will be sufficient for delivery to the State Clearinghouse, and will provide the SPONSOR with up to five hardcopies of the draft IS/MND for distribution to locations for public review and one electronic copy; though more hardcopies can be provided on a time and materials basis.

The CONSULTANT will review any public comments received on the draft IS/MND with the SPONSOR. After responding to any comments received and revising the draft IS/MND as appropriate, the CONSULTANT will submit a screencheck draft final IS/MND to the SPONSOR for their review. Assuming there is no need to re-circulate the IS/MND, the CONSULTANT will submit the final IS/MND to the SPONSOR for review

and adoption. We assume that up to fifteen hardcopies and one electronic copy of the final IS/MND will be sufficient, but can provide more on a time and materials basis. The CONSULTANT will also provide the SPONSOR with a notice of determination (NOD), which we assume will be filed by the SPONSOR within 5 workings days of the approval of the proposed project.

Schedule

The CONSULTANT agrees to complete the work identified herein in a manner satisfactory to the SPONSOR within twelve months after receiving a written Notice to Proceed from the SPONSOR, or within such extended periods as are agreed to by the SPONSOR.

Assumptions regarding the IS/MND made by the CONSULTANT and agreed to by the SPONSOR:

- Use of the EA prepared by the CONSULTANT (as well as the inclusion of other CEQA-specific studies and sections identified within this Scope of Services) as an IS/MND shall be sufficient for the purposes of satisfying CEQA requirements (per Section 15063 of the CEQA Guidelines).
- The proposed project, as identified under our project understanding, shall not be altered by the SPONSOR during the course of environmental analysis. Should the SPONSOR choose to change aspects of the proposed project, the CONSULTANT will perform the additional tasks on a time and materials basis, and reserves the right to alter the schedule.
- The CONSULTANT will endeavor to complete the IS/MND Scope of Services identified herein within twelve months after receiving the written Notice to Proceed. However, if circumstances beyond the control of the CONSULTANT (including but not limited to review by involved governmental agencies) prevent the CONSULTANT from completing the work within the agreed upon time frame, then the CONSULTANT may request an extension of time to complete the work and may be entitled to additional compensation based on remaining effort anticipated and agreed to in advance by the SPONSOR and FAA.
- All necessary data, resources, and materials will be provided on a timely basis to allow the CONSULTANT sufficient opportunity to complete the EA (and associated technical studies) in the proposed schedule. Should required information or resources be delayed, then the CONSULTANT assumes the right to adjust the schedule accordingly to meet the requirements necessary for preparing the items identified under the scope of work.
- The CONSULTANT fees associated with the work assume that an EIR will not be necessary.



**ARCHITECTURAL/ENGINEERING
COST SUMMARY
SCHEDULE "B"
PLANNING PHASE**

PROJECT NAME: TRM EA
PROJ DESCRIPTION: Environmental Assessment

DATE: 23-Aug-11
A/E: C & S ENGINEERS, INC.
PROJECT NO: K45001001
C&S CONTACT:

CLIENT: Riverside Co. EDA
CLIENT MANAGER: Ralph Redman

I. DIRECT SALARY COSTS:

TITLE	MAXIMUM RATE OF PAY (\$/HR)	AVERAGE RATE OF PAY (\$/HR)	@	HOURS	COST
A. SERVICE GROUP MANAGER	\$85.76	\$85.76	X	0	\$0.00
B. DEPARTMENT MANAGER	\$76.84	\$65.00	X	108	\$7,020.00
C. MANAGING ENGINEER	\$73.07	\$45.00	X	0	\$0.00
D. ANALYST	\$33.62	\$32.00	X	0	\$0.00
E. SENIOR PROJECT ENGINEER	\$55.23	\$52.00	X	0	\$0.00
F. PROJECT ENGINEER	\$44.60	\$42.00	X	0	\$0.00
G. ENGINEER	\$42.88	\$36.60	X	0	\$0.00
H. STAFF ENGINEER	\$37.39	\$28.60	X	0	\$0.00
I. SENIOR DESIGNER	\$37.39	\$34.00	X	0	\$0.00
J. DESIGNER	\$30.19	\$26.10	X	0	\$0.00
K. CADD OPERATOR	\$26.76	\$21.60	X	8	\$172.80
L. ADMINISTRATIVE ASSISTANT	\$23.33	\$22.00	X	24	\$528.00
M. GRANTS ADMINISTRATOR	\$33.62	\$33.00	X	16	\$528.00
N. MANAGER AIRPORT PLANNING	\$60.72	\$56.50	X	24	\$1,356.00
O. MANAGING PLANNER	\$45.00	\$41.00	X	432	\$17,712.00
P. PLANNER	\$37.00	\$37.00	X	160	\$5,920.00
Q. STAFF PLANNER	\$30.19	\$29.20	X	348	\$10,161.60
R. SENIOR PROJECT ARCHITECT	\$43.30	\$39.80	X	0	\$0.00
S. PROJECT ARCHITECT	\$42.00	\$42.00	X	0	\$0.00
T. MANAGING GEOLOGIST (SOILS ENG)	\$55.20	\$52.80	X	0	\$0.00
U. GEOLOGIST	\$26.50	\$24.90	X	0	\$0.00
V. ENVIRONMENTAL SCIENTIST	\$34.00	\$29.90	X	0	\$0.00
W. SENIOR CONSTRUCTION SUPERVISOR	\$65.60	\$63.20	X	0	\$0.00
X. CONSTRUCTION SUPERVISOR	\$52.70	\$51.00	X	0	\$0.00
Y. RESIDENT ENGINEER	\$46.10	\$43.90	X	0	\$0.00
Z. CHIEF INSPECTOR	\$36.50	\$34.70	X	0	\$0.00
AA. SENIOR INSPECTOR	\$32.60	\$28.00	X	0	\$0.00
BB. INSPECTOR	\$32.90	\$29.20	X	0	\$0.00
CC. JUNIOR INSPECTOR	\$20.70	\$19.40	X	0	\$0.00
DD. SENIOR TECHNICAL ADMINISTRATOR	\$31.00	\$29.20	X	0	\$0.00
EE. PARTY CHIEF	\$56.60	\$54.20	X	0	\$0.00
FF. SURVEYOR I	\$53.30	\$50.90	X	0	\$0.00
GG. SURVEYOR II	\$53.30	\$50.90	X	0	\$0.00

TOTAL ESTIMATED DIRECT SALARY COST: \$43,398.40

II. OVERHEAD EXPENSES & PAYROLL BURDEN PER SCHEDULE "C" -

(AUDITABLE, ESTIMATED AND EXPRESSED AS A PERCENTAGE OF DIRECT SALARY COST):

175.00%

\$75,947.20

III. SUBTOTAL OF ITEMS I & II:

\$119,345.60

IV. ESTIMATE OF DIRECT EXPENSES:

A.	TRAVEL, BY AUTO:	5 TRIPS @	300 MILES/TRIP @	\$0.510 =	\$765.00
B.	TRAVEL, BY AIR:	3 TRIPS @	1 PERSONS @	\$500.00 =	\$1,500.00
C.	PER DIEM:	5 DAYS @	3 PERSONS @	\$109.00 =	\$1,635.00
D.	LEGAL STENOGRAPHER:			=	\$300.00
E.	MISCELLANEOUS:			=	<u>\$500.00</u>

TOTAL ESTIMATE OF DIRECT EXPENSES: \$4,700.00

V. FIXED FEE (PROFIT, LUMP SUM):

A.	LABOR PLUS OVERHEAD:	10%	(OF III.)	\$11,934.56
B.	DIRECT EXPENSES:	0%	(OF IV.)	<u>\$0.00</u>

TOTAL FIXED FEE: \$11,934.56

VI. SUBCONTRACTS:

A.	ESA - preparation of Environmental Due Diligence Audit (EDDA), biological surveys, cultural surveys, and air quality modeling.	\$58,792.00
B.	ESA - preparation of an Initial Study/Mitigated Negative Declaration (IS/MND) for CEQA requirements	\$19,824.00
C.		<u>\$0.00</u>

VII. TOTALS:

A.	ESTIMATE OF MAXIMUM TOTAL COST FOR PLANNING SERVICES, AGREEMENT TOTAL & FAA ELIGIBLE:	<u><u>\$214,596.00</u></u>
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TASK	ADMIN ASST	GRANT ADM	CADD OPER	STAFF PLAN	PLAN	SEN PLAN	MGR ENV PLAN	DEPT MGR	TOTALS	TOTAL HOURS PER TASK
PROJECT ADMINISTRATION	8			40		100			\$16,468	148
GRANTS ADMINISTRATION		16							\$1,597	16
MEETINGS (PUBLIC PARTICIPATION)	8		8	56	24	56		32	\$21,925	184
PURPOSE & NEED DEVELOPMENT				28	8	28		4	\$7,629	68
ALTERNATIVES DEVELOPMENT				24	8	32		16	\$10,131	80
AFFECTED ENVIRONMENT DEVELOPMENT				48	40	24		8	\$13,268	120
ENVIRONMENTAL CONSEQUENCES DEVELOPMENT				72	40	72		8	\$21,338	192
REPORT PREPARATION	8			80	40	80		16	\$25,144	224
QUALITY ASSURANCE/QUALITY CONTROL						40	24	24	\$13,782	88
DIRECT EXPENSES (ALL)									\$4,700	
SBO - ESA (EDDA, Bio & Cultural Survey, AQ Modeling)*									\$58,792	
SBO - ESA (Preparation of IS/MND)*									\$19,824	
	24	16	8	348	160	432	24	108	\$214,596	1120

* Please see attached subconsultant cost estimate

Attachment A
PRICING PROPOSAL FOR HMT & TRM TECHNICAL STUDIES
ESA Non-Labor Expenses

Reimbursable Costs	
Project Supplies	\$ 350
Printing/Production	\$ 600
Document and Map Reproductions (CD + Digital photography)	\$ 175
Postage and Deliveries	\$ -
Mileage	\$ 350
Vehicle Rental	\$ 400
Lodging	\$ 500
Airfare	\$ -
Other Travel Related	\$ 450
Records Search (Cultural)	\$ 1,400
Traffic Counts	\$ 800
Subtotal Reimbursable Costs	\$ 5,025
15% Fee on Reimbursable Expenses	\$ -
Total Reimbursable Costs	\$ 5,025

ESA Equipment Usage	
General Equipments	
Company Vehicle Usage	\$ 120
HP Printer	\$ -
Computer Time (GIS)	\$ -
Tomable GPS	\$ 100
GIS Imagery	\$ -
GIS Web Maps	\$ -
Tablet GPS	\$ -
Laser level	\$ -
Garmin GPS or equivalent	\$ -
Mobile Computers	\$ -
LCD Projector	\$ -
Noise Meter	\$ -
Electroline	\$ -
Sample Pump	\$ -
Surveying Kit	\$ -
Total Station Set	\$ -
Field Trips	\$ -
Digital Planimeter	\$ -
Camera/Video/Cell Phone	\$ -
Miscellaneous Small Equipment	\$ -
Stilling Well/Coring Pipe (3 inch aluminum)	\$ -
Hydrologic Data Collection, Water Current, Level and Wave Measurement Equipments	\$ -
Culvert Flow Meter	\$ -
Logging Rain Gauge	\$ -
Marsh-McBirney Hand-Held Current Meter	\$ -
Logging Water Level-Logging-Stainless Steel Pressure Transducer	\$ -
Logging Water Level-Titanium Pressure Transducer	\$ -
Logging Barometric Pressure Logger	\$ -
WMI Probe	\$ -
Bottom-Mounted Tripod / Mounting	\$ -
Water Quality Equipments	\$ -
Logging Turbidity/Water Level Recorder	\$ -
Logging Temperature Probe	\$ -
Hach Hand-Held Turbidity/Recording Conductivity Meter w/DBallogger	\$ -
Refractometer	\$ -
YSI Hand-Held Salinity Meter	\$ -
Sedimentation / Geotechnical Equipments	\$ -
Peck Cover	\$ -
60lb Helly-Smith Bedload Sampler with Bridge Crane	\$ -
Suspended Sediment Sampler with Bridge Crane	\$ -
Vibracore	\$ -
Shear Strength Vane	\$ -
Auger (fits core @ \$ slash)	\$ -
Beams	\$ -
14 feet Aluminum Box with 15 HP Outboard Motor	\$ -
Stadle or Double Penon Canoe	\$ -
17' Boston Whaler w/ 90 HP Outboard	\$ -
Total Equipment Usage Costs	\$ 220

TRM CEQA Analysis Cost Estimate
ESA Labor Detail and Expense Summary

Task Number / Description	Sr Dir II	Dir II	Sr MAITA II	Sr MAITA II	Sr Assoc II	Sr Assoc II	Sr Assoc I	Assoc2	GIS	Subtotal	Sr Adm/Gph	Adm/Gph/Art	Clerical	Subtotal	Total Hours	Total Labor Price
Hourly Billing Rate	\$235	\$200	\$175	\$175	\$135	\$125	\$100	\$100	\$100		\$	\$65	\$70	\$		\$
Task 1 Prepare Admin Draft IS/MND																
1.1 Air Quality/GHG					8					\$ 1,080					8	\$ 1,080
1.2 Biological Resources		4						8	3	\$ 1,900					15	\$ 1,900
1.3 Geology & Soils						8			3	\$ 1,300	4				15	\$ 1,720
1.4 Mineral Resources						8				\$ 1,000					8	\$ 1,000
1.5 Public Services/Utilities						8				\$ 1,000					8	\$ 1,000
1.6 Traffic/Transportation				2	4					\$ 890	4				10	\$ 1,310
1.7 Mandatory Findings of Significance						16				\$ 2,000					16	\$ 2,000
Task 2 Prepare and Submit Draft IS/MND																
Task 3 Prepare and Submit Final IS/MND					4	16	4			\$ 2,940		4			28	\$ 3,280
Task 4 Project Management		4				8				\$ 1,000					8	\$ 1,000
Task 5 Quality Assurance/Quality Control		8		4		8				\$ 1,940					12	\$ 1,940
										\$ 2,580					12	\$ 2,580
Total Hours	12	4	4	2	16	72	12	6	6		8	4			140	
Subtotals - Labor Hours	\$ 2,820	\$ 800	\$ 700	\$ 350	\$ 2,160	\$ 9,000	\$ 1,200	\$ 600	\$ 600	\$ 17,630	\$ 840	\$ 340	\$ -	\$ 1,180		\$ 18,810
Percent of Effort - Labor Hours Only	8.6%	2.9%	2.9%	1.4%	11.4%	51.4%	8.6%	4.3%	4.3%		5.7%	2.9%	0.0%		100.0%	
Percent of Effort - Total Project Cost	14.2%	4.0%	3.5%	1.8%	10.9%	45.4%	6.1%	3.0%	3.0%		4.2%	1.7%	0.0%			94.9%

ESA Labor Costs
 3% Communication Fee on Labor Cost
 \$ 18,810
 \$ 564

ESA Non-Labor Expenses
 Reimbursable Expenses (see Attachment A for detail) \$ 400
 ESA Equipment usage (see Attachment A for detail) \$ 50
 Subtotal ESA Non-Labor Expenses \$ 450
 Subconsultant Costs (see Attachment B for detail) \$ -

TOTAL PROJECT PRICE
 \$ 19,824

Attachment A
TRM CEQA Analysis Cost Estimate
ESA Non-Labor Expenses

Reimbursable Costs	
Project Supplies	\$ -
Printing/Reproduction	\$ 300
Document and Map Reproductions (CD + Digital photography)	\$ 50
Postage and Deliveries	\$ 50
Mileage	\$ -
Vehicle Rental	\$ -
Lodging	\$ -
Airfare	\$ -
Other Travel Related	\$ -

Subtotal Reimbursable Costs	\$ 400
15% Fee on Reimbursable Expenses	\$ -
Total Reimbursable Costs	\$ 400

ESA Equipment Usage

General Equipments	
Company Vehicle Usage	\$ -
HP Printer	\$ -
Computer Time (GIS)	\$ -
Trimble GPS	\$ -
GIS Imagery	\$ 50
GIS Web Maps	\$ -
Tablet GPS	\$ -
Laser Level	\$ -
Garmin GPS or equivalent	\$ -
Laptop Computers	\$ -
LCD Projector	\$ -
Noise Meter	\$ -
Electrofisher	\$ -
Sample Pump	\$ -
Surveying Kit	\$ -
Total Station Set	\$ -
Field Traps	\$ -
Digital Planimeter	\$ -
Camera/Video/Cell Phone	\$ -
Miscellaneous Small Equipment	\$ -
Sling Well/Coring Pipe (3 inch aluminum)	\$ -
Hydrologic Data Collection, Water Current, Level and Wave Measurement Equipments	\$ -
Culvert Flow Meter	\$ -
Logging Rain Gauge	\$ -
Marsh-McBirney Hand-Held Current Meter	\$ -
Logging Water Level Logging-Stackless Steel Pressure Transducer	\$ -
Logging Water Level -Titanium Pressure Transducer/	\$ -
Logging Barometric Pressure Logger	\$ -
Well Probe	\$ -
Bottom-Mounted Tripod / Mounting	\$ -
Water Quality Equipments	\$ -
Logging Turbidity/Water Level Recorder	\$ -
Logging Temperature Probe	\$ -
High Hand-Held Turbiditymeter Recording Conductivity Meter w/Datalogger	\$ -
Refractometer	\$ -
YSI Hand-Held Salinity Meter	\$ -
Hand-Held Conductivity/Dissolved Oxygen Probe	\$ -
Secimentation / Geotechnical Equipments	\$ -
Peat Corer	\$ -
60lb Helly-Smith Bedload Sampler with Bridge Crane	\$ -
Suspended Sediment Sampler with Bridge Crane	\$ -
Vibracore	\$ -
Shear Strength Vane	\$ -
Auger (brass core @ \$ 5/feet)	\$ -
Bench	\$ -
14 foot Aluminum Boats with 15 HP Outboard Motor	\$ -
Single or Double Pressure Chamber	\$ -
17 Boston Whaler w/ 90 HP Outboard	\$ -

Total Equipment Usage Costs	\$ 50
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/15/2011

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

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

PRODUCER Brown & Brown - Empire State 500 Plum Street, Ste. 200 Syracuse NY 13204	CONTACT NAME: ANN TAMPANO PHONE (A/C No. Ext): 315-474-3374 X511 FAX (A/C No): 315-703-9574 E-MAIL ADDRESS: atimpano@bbempirestate.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED CSENG-1 C&S Engineers, Inc. 499 Colonel Eileen Collins Blvd Syracuse NY 13212	INSURER A: Hartford Fire Insurance Co. NAIC # 19682	
	INSURER B: Hartford Casualty Ins Co. NAIC # 29424	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 1980480383 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	ADDC INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	01UUNKP0625	7/1/2011	7/1/2012	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	01UUNKP0625	7/1/2011	7/1/2012	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	Y	Y	01XHJX8821	7/1/2011	7/1/2012	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	01WEDP0660	7/1/2011	7/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000

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

Environmental Assessment of the Jacqueline Cochran Regional Airport per County Airport Master Plan & Capital Improvement Program. RER-SD

See Attached...

CERTIFICATE HOLDER

Riverside County EDA
 3403 10th Street, Suite 500
 Riverside CA 92501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jane E. Brown

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ADDITIONAL REMARKS SCHEDULE

AGENCY Brown & Brown - Empire State		NAMED INSURED C&S Engineers, Inc. 499 Colonel Eileen Collins Blvd Syracuse NY 13212	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS
 THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Riverside County is Additional Insured per written contract with the Named Insured for the General Liability per "Commercial General Liability Coverage Form" (page 10 #6) form HG 00 01 06 05 and Automobile Liability per "Additional Insured and Rights of Recovery Against Others" form HA 99 13 01 87.

The following policies are endorsed to provide 30-day Notice of Cancellation except 10-days Notice of Cancellation for Non-Payment of Premium: Package Policy (General Liability and Automobile Liability) and Umbrella Liability Policy per Notice of Cancellation to Certificate Holders form IH 03130611 and Workers' Compensation per Cancellation to Certificate Holders form WC 990394.

Coverage is Primary & Non-contributory with respect to Package Policy (General and Automobile Liability) per form HG 00 01 06 05.

Workers' Compensation has been endorsed to provide Waiver of Subrogation per form WC 00 03 13.

The CGL policy specifically includes premises/operations, products/completed operations, blanket broad form contractual and independent contractors liability coverage. Personal injury coverage is provided under bodily injury liability insurance.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

Policy Number: 01 WE DF0660

Endorsement Number: 04

Effective Date: 10/04/11 **Effective hour** is the same as stated on the Information Page of the policy.

Named Insured and Address: C & S ENGINEERS, INC.

570 DELAWARE AVE
BUFFALO, NY 14202

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

*2000201DF06600712 00046



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

This endorsement forms a part of the Policy numbered below:

POLICY NUMBER: 01 XHU JX8821 K1

CHANGE NUMBER: 003

Policy Change Effective Date: 09/26/11

Named Insured: C & S ENGINEERS, INC.

SEE IH1200

Producer's Name: BROWN & BROWN EMPIRE STATE

Pro Rata Factor: .764

Description of Change(s):

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS. THIS IS NOT A BILL.

NO PREMIUM DUE AT POLICY CHANGE EFFECTIVE DATE.

FORM NUMBERS OF ENDORSEMENTS ADDED TO THIS POLICY AT ENDORSEMENT ISSUE: SEE ABOVE FOR COMPANY NAME

IH12001185 30 DAY NOTICE OF CANCELALTION



00025

*1000201JX88210401



Countersigned by
(Where required by law)

Authorized Representative

Date

POLICY NUMBER: 01 XHU JX8821
CHANGE NUMBER: 003



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

30 DAY NOTICE OF CANCELALTION

FORM IH 03 13 HAS BEEN ADDED TO POLICY

*1000201JX88210401 00026





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

*3500101TR46240101 07551

Policy Number: 01 WE TR4624

Endorsement Number:

Effective Date: 07/01/10

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: C & S ENGINEERS, INC.

499 COLONEL EILEEN COLLINS BLVD
SYRACUSE, NY 13212

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 shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

BLANKET WAIVER OF SUBROGATION
AS REQUIRED BY WRITTEN
CONTRACT.

BLANKET WAIVER OF SUBROGATION
AS REQUIRED BY WRITTEN
CONTRACT.

Countersigned by _____
Authorized Representative



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AND RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- A. Any person or organization whom you are required by contract to name as additional insured is an "insured" for **LIABILITY COVERAGE** but only to the extent that person or organization qualifies as an "insured" under the **WHO IS AN INSURED** provision of Section II - **LIABILITY COVERAGE**.
- B. For any person or organization for whom you are required by contract to provide a waiver of subrogation, the **Loss Condition - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US** is applicable.

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COMMERCIAL GENERAL 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 policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

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

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the Insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" 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" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - 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 or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no Insured listed under Paragraph 1. of Section II - 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.

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 II - 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.

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- (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. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"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.

b. Contractual Liability

"Bodily injury" or "property damage" 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:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) 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 purposes of liability assumed in an "insured contract", reasonable attorney 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:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney 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; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, 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 Paragraph (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" or "property damage" 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 subparagraph 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 your policy 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

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- (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 subparagraph 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

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. 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 "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) 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;

- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
- (6) An 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 for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", 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. 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 III - 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 "property damage" arising from 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 the job site.

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

k. Damage To Your Product

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

i. 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.

m. 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.

n. 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.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

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

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Employment-Related Practices

"Bodily injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

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.

r. Asbestos

- (1) "Bodily injury" or "property damage" 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".

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

Exclusions c. through h. and j. through n. do not apply to damage by fire, lightning or explosion to premises while 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 III – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "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 "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any 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 III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies 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.

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2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement".

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Infringement Of Intellectual Property Rights

"Personal and advertising injury" arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of:

- (1) Copyright;

- (2) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

- (3) Title of any literary or artistic work.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 17.a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" 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.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) 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
- (2) 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".

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o. War

"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.

p. Internet Advertisements And Content Of Others

"Personal and advertising injury" arising out of:

- (1) An "advertisement" for others on your web site;
- (2) Placing a link to a web site of others on your web site;
- (3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or
- (4) Computer code, software or programming used to enable:
 - (a) Your web site; or
 - (b) The presentation or functionality of an "advertisement" or other content on your web site.

q. Right Of Privacy Created By Statute

"Personal and advertising injury" 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.

r. Violation Of Anti-Trust law

"Personal and advertising injury" arising out of a violation of any anti-trust law.

s. Securities

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

t. Discrimination Or Humiliation

"Personal and advertising injury" arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

u. Employment-Related Practices

"Personal and advertising injury" to:

- (1) A person arising out of any "employment-related practices"; or

- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

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.

v. Asbestos

- (1) "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".

COVERAGE C MEDICAL PAYMENTS

1. 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.

2. Exclusions

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 within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

- 1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. 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 these bonds.
 - d. 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.

- e. All costs taxed against the insured in the "suit".
- f. 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.

- g. 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.

These payments will not reduce the limits of insurance.

- 2. 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:

- a. 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";

- b. This insurance applies to such liability assumed by the insured;

- c. 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";

- d. 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 interests of the indemnitee;

- e. 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

- f. The indemnitee:

- (1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the "suit";

- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

- (c) Notify any other insurer whose coverage is available to the indemnitee; and

- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

- (2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and

- (b) 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 2.b.(2) of Section I - Coverage A - Bodily Injury And Property Damage Liability, 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:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II - 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 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), 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:

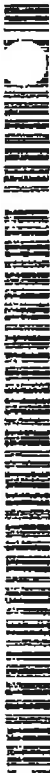
- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. **Legal Representative If You Die**

Your legal representative if you die, but only with respect to duties as such. That representative will

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have all your rights and duties under this Coverage Part.

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 the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which an insured under this Coverage Part is also an insured under another policy or would be an insured under such policy but for its termination or 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;
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, 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. 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 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.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

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

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

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 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;

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- (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;
- (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 Sub-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 the equipment lease expires.

c. Lessors of Land or Premises

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.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to lease that land; or
- 2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers or Surveyors

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:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded 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 by or for you, including:

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

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an insured under 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:

- (1) In the performance of your ongoing operations;
- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
 - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to the insurance afforded to these additional insureds, 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:

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

The limits of insurance that apply to additional insureds under this provision is described in Section III – Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV – Commercial General Liability Conditions.

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.

SECTION III – 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. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal and Advertising Injury Limit

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

5. Each Occurrence Limit

Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and
- b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A 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.

7. Medical Expense Limit

Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

8. How Limits Apply To Additional Insureds

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.

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.

SECTION IV - COMMERCIAL GENERAL LIABILITY 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 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 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 must see to it that we receive 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 or 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 which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insureds 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 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.

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

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

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

This duty applies separately to you and any additional insured.

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 Coverage Part or

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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. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of 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 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 I - Coverage A - Bodily Injury And Property Damage Liability;

(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 j. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

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

Any 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

Any 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 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 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 Coverages A or B 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 of 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.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. 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 that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part 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 claim is made or "suit" is brought.

8. 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.

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.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

- 1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper; or

- b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

- 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 land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "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.

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6. "Coverage territory" means:
- The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - 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; or
 - All other parts of the world if the injury or damage arises out of:
 - Goods or products made or sold by you in the territory described in a. above;
 - 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
 - "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. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
8. "Employment-Related Practices" means:
- Refusal to employ a person;
 - Termination of a person's employment; or
 - Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at a person.
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:
- It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by:
- The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - Your fulfilling the terms of the contract or agreement.
12. "Insured contract" means:
- 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 III – Limits of Insurance;

- A sidetrack agreement;
 - 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;
 - An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - An elevator maintenance agreement;
 - 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, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. 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:
 - That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - 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:
- After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

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- 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, maintained primarily to provide mobility to 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.
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 occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written or electronic 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 or electronic 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";
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
18. "Pollutants" mean 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 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.

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;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

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 the "occurrence" that caused it.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

- a. Stored as or on;
- b. Created or used on; or
- c. Transmitted to or from;

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

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. "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.

24. "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.

25. "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.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: MB

DATE (MM/DD/YYYY)

11/16/11

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

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

PRODUCER Poole Professional - NY 1160F Pittsford-Victor Rd, Pittsford, NY 14534 Mary-Beth Rumble	585-385-0428 585-662-5755	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: C&SCO-1	FAX (A/C, No):
	INSURED C&S Engineers, Inc. 499 Col. Eileen Collins Blvd Syracuse, NY 13212-3930	INSURER(S) AFFORDING COVERAGE	
		INSURER A : XL Specialty Insurance Co.	
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in Nt) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	A/E E&O and Pollution Liab.			DPR9690678 RETRO DATE 01/01/1968	01/01/11	01/01/12	PER CLAIM 5,000,000 AGGREGATE 6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 For professional liability coverage, the aggregate limit is the total insurance available for all covered claims presented within the policy period. All operations of the named insured. \$100,000 deductible applies. See notepad regarding project. See Endorsement #LDD 406 0809 regarding notice of cancellation.

CERTIFICATE HOLDER RIVER38 Riverside County EDA 3403 10th Street, Suite 500 Riverside, CA 92501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>MaryBeth Rumble</i>
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NOTEPAD:

HOLDER CODE **RIVER38**
INSURED'S NAME **C&S Engineers, Inc.**

C&SCO-1
OP ID: **MB**

PAGE **2**
DATE **11/16/11**

**Environmental Assessment of the Jacqueline Cochran Regional Airport per
County Airport Master Plan & Capital Improvement Program.**

This endorsement, effective 12:01 a.m., 11/15/11 forms a part of Policy Number DPR9690678 issued to C&S Engineers, Inc. by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIVIDUAL NOTICE OF CANCELLATION

This endorsement modifies insurance provided under the following:

**PROFESSIONAL, ENVIRONMENTAL AND NETWORK SECURITY LIABILITY POLICY
– ARCHITECTS, CONSULTANTS AND ENGINEERS**

It is agreed that, in the event this Policy is cancelled by the Company or by the NAMED INSURED, a thirty (30) day notice of cancellation will be provided to the following entity:

Entity Name & Address:

Riverside County EDA
3403 10th St., Suite 500
Riverside CA 92501

This provision does not apply to a cancellation due to non-payment of premium to the Company or to a premium finance company authorized to cancel the Policy.

All other terms and conditions of the Policy remain unchanged.

LDD 406 0809

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