

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

DYETT & BHATIA, URBAN AND REGIONAL PLANNERS

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
DYETT & BHATIA, URBAN AND REGIONAL PLANNERS**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 6th day of June, 2017 by and between the CITY OF CARSON, a California municipal corporation ("City") and DYETT & BHATIA, URBAN AND REGIONAL PLANNERS, a California Corporation ("Consultant"). City and Consultant may be referred to, individually or collectively, as "Party" or "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Carson's Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials, will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest

professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant’s Proposal.

The Scope of Service shall include the Consultant’s scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant’s performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant’s risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City’s own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed One Million One Hundred Ten Thousand One Hundred Ninety-Four Dollars (\$1,110,194) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Rajeev Bhatia
(Name)

President
(Title)

Sophie Martin
(Name)

Vice President/CFO
(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be Richard Rojas, Senior Planner, or such person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time

or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE
CANCELLED BEFORE THE EXPIRATION DATED THEREOF,
THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY

ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER
NAMED HEREIN.

[to be initialed]


Consultant Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees

incurred in connection therewith. Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(b) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in

accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the

default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other

remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Carson, 701 East Carson, Carson, California 90745 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "non-interests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials RAJ SM

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

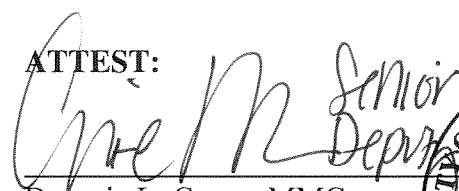
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

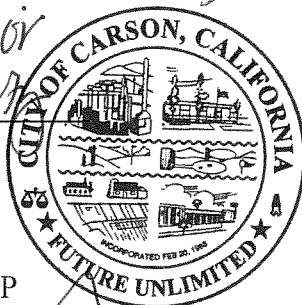
CITY:

CITY OF CARSON, a municipal corporation


Albert Robles, Mayor

ATTEST:


Donesia L. Gause, MMC
City Clerk

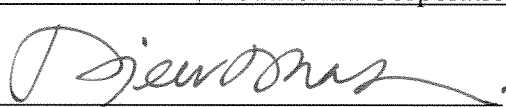



APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP


Sunny K. Soltani, City Attorney
[EQG]

CONSULTANT:

DYETT & BHATIA, a California Corporation

By: 
Name: Rajeev Bhatia
Title: President

By: 
Name: Sophie Martin
Title: Vice President/CFO

Address: 755 Sansome Street, Suite 400_
San Francisco, CA 94111

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

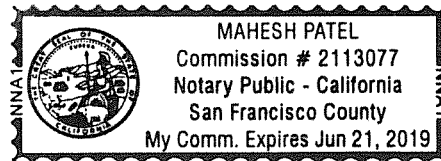
COUNTY OF LOS ANGELES

On 12 June, 2017 before me, Notary Public Mahesh Patel, personally appeared and Rajeev Bhatia Sophie Martin, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ ~~she~~ they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____



OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	
<input type="checkbox"/>	CORPORATE OFFICER	
<hr/>		<hr/>
	TITLE(S)	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED	
	<input type="checkbox"/> GENERAL	
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	
<hr/>		<hr/>
SIGNER IS REPRESENTING:		DATE OF DOCUMENT
(NAME OF PERSON(S) OR ENTITY(IES))		
_____ _____ _____		
		SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”
SCOPE OF SERVICES

I. Consultant will perform the following Services: Consultant shall complete a General Plan update for the City, as follows.

This section outlines Consultant’s work program for the City of Carson General Plan Update (GPU); it also includes a scope for a Zoning Framework and comprehensive Zoning Ordinance Update. The program is organized into 9 tasks, from project initiation to hearings and adoption, including update to the city’s Zoning Ordinance.

In addition to Consultant, Dyett & Bhatia, Urban and Regional Planners (D&B), the Project Team includes the following subcontractors:

- Environmental Science Associates, Environmental Consultants (ESA)
- Fehr & Peers, Transportation (F&P)
- HR&A Advisors, Economic Strategy and Fiscal Modeling (HR&A)
- Arellano Associates, Public Outreach and Facilitation (AA)

Phase I: Project Initiation, Visioning, and Issue Identification

TASK 1: PROJECT INITIATION AND COMMUNITY INVOLVEMENT STRATEGY

Objective: The consultant team will engage with City staff and other appropriate representatives to understand key issues, organize background materials and baseline data, clarify the work plan and prepare the public participation program.

- A. **Conduct a Kick-Off Meeting with City Staff/Tour (Project Team).** Meet with key staff members to discuss their ideas and aspirations for the project. At this meeting, data sources will be identified, roles and responsibilities will be clarified, and communication protocols will be established. Following the kickoff meeting, the Project Team will tour the planning area with staff.
- B. **Review Background Information (Project Team).** The Project Team will review materials including the current General Plan, 2014-2021 Housing Element, 2016 Vision Plan, Zoning Ordinance, relevant master plans, regional planning documents (such as the Los Angeles County Congestion Management Program), major development projects, and any other relevant documentation such as public facility plans. The Project Team will also become familiar with the City’s development entitlement process, existing conditions and community character, other relevant planning efforts underway, and the history of community input processes to date.
- C. **Prepare GIS Database (D&B).** Consultant will use pertinent documents and GIS data provided by City staff to prepare base maps showing existing roads and rights-of-way and surrounding land uses. Additional maps will be produced as part of the existing conditions analysis (Task 3).
- D. **Detailed Public Participation Program and GPAC Formation (D&B, AA).** An extensive public participation program will be developed in coordination with City staff, using the

components identified in Task 2 and the various online tools described in Task 1-F below. The public participation program will outline topics and estimated dates for all public meetings, public workshops, GPAC meetings, and other outreach tools for the plan update, as well as strategies for noticing, communication, and the project website. During this task, Consultant will also assist the City with formation of the GPAC.

- E. **Branding and Logo (D&B).** To set the foundation for the community engagement effort and project-related materials (print and digital), D&B will design a logo and brand to uniquely identify the Carson GPU. The logo will be used on all project documents and outreach materials, which will also include a website address and a Quick Response (QR) code to quickly and easily connect people to the project website and opportunities for online input. Consultant will develop up to two optional logos to brand the GPU for the City to choose between.
- F. **Establish Project Website (D&B).** D&B will design a project website that will serve as the primary web portal for the General Plan Update. The site will meet four primary purposes: 1. Provide general information about the project, such as purpose, schedule, “General Plan 101”, and FAQs; 2. Serve as a regularly updated library of project documents, presentations, and meeting materials as they are completed; 3. Alert the public to upcoming meetings and other means of participation; and 4. Provide opportunities to engage and provide input in creative and convenient ways at any point in the process. This allows us to receive online feedback at key project milestones by offering concise information and engaging online exercises that participants can complete at their convenience, particularly in conjunction with the open houses and design charrettes where residents are not able to attend workshops in person. Social media and online engagement platforms (e.g. Maptionnaire) will link to and be accessed from this site.

For the Carson General Plan, a variety of tech tools can replicate and supplement the core outreach methods used in the traditional General Plan workshops. AA has experience using these tools on a variety of projects and can review their potential application here. The following is a brief description of different tools (each varies in price; see budget for details). Subsequent tasks describe how these tools might be integrated into the work program.

- **Maptionnaire:** This web-based public engagement tool is a proven, smart, and fun-to-use tool, which guides stakeholders through a series of map-based activities, surveys and exercises. Users can explore project alternatives and leave feedback using a variety of interactive exercises, such as ranking issues, responding to survey questions, mapping key sites and routes, and leaving comments. Dyett & Bhatia has extensive experience with Maptionnaire, and maintains an annual license, which it will deploy at no additional software cost to the project one time during the process.
- **Textizen or Typeform:** These online survey tools are used to create forms and surveys that contain both text and graphics. This software makes asking questions easy on any device and gives respondents a seamless interface for answering. Using this tool, stakeholders will be able to view images and vote their preference based on questions developed for the images. In addition, the software program has ‘skip logic’ capabilities that will steer the survey to next questions according to the feedback the participants provide.
- **TurningPoint:** Using infrared handheld voting cards, participants at public meetings are able to anonymously voice their opinions through preference surveys or ranking exercises. TurningPoint “sits” on top of PowerPoint and can be easily incorporated in consultation with the planning team. (This is a tech tool, which AA offers in-house.)

Meetings	Products
Kick-off meeting and tour with staff	Base Map Public Participation Program Draft and Final Branding and Logo Project Website

TASK 2: VISION AND ISSUE IDENTIFICATION

Objective: The objective of this task is to engage the community in strategic visioning and priority setting. The team will work to identify and understand community concerns to establish a coordinated and realistic direction for the future founded on a community-based strategic vision. Consultant will lead a community outreach program that reaches and engages a broad range of citizens, generates a constructive dialogue, and addresses the core attributes that a general plan can shape: sustainability, fiscal and economic health, physical character and community identity. Consultant will engage the community on specific aspects of the General Plan, including their preferred direction for major land use changes, circulation facilities, and others.

- A. **GPAC Meeting #1 on Community Outreach and Visions (D&B).** The first GPAC meeting will formally introduce the project and the GPAC's role. Consultant will discuss the first phase of community outreach and hear the committee's goals, issues, and priorities.
- B. **Kickoff Workshop with Planning Commission/City Council (D&B).** In a joint session of the Planning Commission and City Council, Consultant will kick off the project with decision makers and seek their input on vision, goals, and priorities for the General Plan Update overall and any identified key issues in particular.
- C. **Stakeholder Identification and Interviews (D&B, AA).** Representatives of public agencies, community members, major property owners, business associations, cultural groups, Planning Commission and City Council members, etc. will be interviewed. Our budget provides for up to 16 such meetings over a two-day period. This will also provide an opportunity to speak directly with landowners and/or businesses in areas where land use changes are being considered. Comments and input from the stakeholder meetings will be summarized in a memorandum.

AA will help identify stakeholders for this task in consultation with staff, and for ongoing outreach efforts more broadly. To maximize efficiency, AA will build on the City's existing databases/information and conduct original research into any additional community contacts, groups and leaders, particularly with the younger generation and non-English speaking communities. AA will identify any key stakeholders or other community leaders who may serve as key links with groups or "ambassadors" for the General Plan update. These volunteers will be involved at key project milestones to assist getting the word out about public meetings and online information, and can help in the field with "pop-up" meetings or special events.
- D. **Tribal Outreach (D&B).** Pursuant to SB 18, Consultant will provide support for the City's notification of the Native American Heritage Commission of the planning process and assist the City in contacting tribes active in the planning area.
- E. **Media Relations (AA, D&B).** Media releases or communications about the General Plan update

need to reach traditional as well as newer media outlets. AA will ensure that the City utilizes available and popular media forums, including *The Bulletin* and the *Daily Breeze*. Additional research will be completed to identify what Carson residents use, particularly via social media or online, with particular attention paid to Spanish media outlets. D&B will prepare up to four press releases over the duration of the project to be distributed to local media and posted on the project website and other appropriate outlets. D&B and AA will also design meeting notices, display ads, Facebook events and other appropriate notices for review and approval by the consultant team and City staff for up to 10 events.

- F. **Newsletter #1 (D&B).** The first newsletter will explain the objectives of the General Plan Update program, key issues to be addressed, and upcoming opportunities for public participation. The newsletter will be designed to be printed and also distributed electronically; City staff will be responsible for printing and mailing if desired.
- G. **Community Workshop #1: Vision, Issues and Priorities (D&B, AA).** The first workshop will be held at the inception of the GPU process to introduce the planning effort and encourage participants to articulate the issues challenging the community, express values about what is important, and think in visionary terms about opportunities for the future. The project team will gather this information through the use of multiple visual and interactive tools to engage the community in a discussion about existing conditions and the future of the City. AA and D&B will design and facilitate complementary online workshop activities using Maptionnaire or a similar platform. These activities may be integrated into the workshop itself, and/or be available online outside of the workshop time to allow more people to participate at their convenience. At this stage, online activities will be designed to help people identify and rank their top issues and priorities for the city's future. Activities will be designed to engage adults and children and may also enlist the participation of other departments to make this a fun and meaningful event. Results of the workshop, and the online engagement component, will be summarized in a memo, and will be the foundation for a Vision Statement.
- H. **Additional Outreach Meetings (AA).** AA will work with the consultant team and City staff to plan and design outreach campaigns for up to 10 additional meetings. The reason for leaving these meetings flexible is to be able to strategically adapt to any changes and opportunities throughout the process. For example, there may be a special event in the City that occurs at the time of a major milestone in the GPU process where a GPU booth at the event may help attract more participants to the planning process. Or there may be neighborhood groups, businesses, students, practitioners, strategic advisors, or other stakeholders that Consultant may want to engage at strategic times. Presented at the right time and format, the Carson General Plan can come to life in unconventional settings where people are already congregating. For example, AA can "piggyback" on standing events or meetings, such as farmers markets, back-to-school nights, parent meetings, sport league opening days, or ethnic celebrations. AA can organize "pop-up meetings" at these events, where an information table or electronic kiosks (iPads) can display General Plan graphics, surveys and/or mapping. With AA staff on-hand, the public can be engaged to provide quick comments, thoughts or reactions to General Plan elements or ideas using colorful, simple and easy-to-read material. AA can provide Chinese-speaking and Spanish-speaking staff who can directly engage these non-English speaking audiences; other languages can also be contracted, as needed. AA will conduct up to 10 additional meetings at strategic times to educate, rally and encourage local participation in the GPU effort.
- I. **Community Vision and Priorities (D&B).** Results from the series of outreach activities will be

synthesized in the form of a graphics-rich Community Vision and Guiding Principles document. The vision will be aspirational, and the Guiding Principles will confirm existing goals or outline how these will be modified, drawing on the goals that precede policies in the current General Plan, and tailored to reflect the specific issues of this update.

Meetings	Products
GPAC.(1) Kickoff joint workshop with Planning Commission and City Council Stakeholder Interviews (up to 16) Online Engagement Community Workshop #1 Additional Outreach Meetings (up to 10)	Newsletter 1 Stakeholder Interview Memorandum Community Workshop Memorandum Press releases and marketing material Community Vision & Guiding Principles

TAKS 3: EXISTING CONDITIONS, TRENDS, AND OPPORTUNITIES ASSESSMENT

Objective: The objective of this task will be to comprehensively assess the city's existing land use characteristics, economic position, circulation network, environmental resources and constraints, and assess likely future growth and development capacity. This assessment will inform the identification of key issues and opportunities that the General Plan update should address. Data collected will be used to prepare the EIR environmental settings. Consultant will prepare findings in a concise and user-friendly workbook, emphasizing maps and graphics that present physical data clearly.

- A. **Conduct Land Use Survey/Vacant Parcel Survey (D&B).** Building on information obtained from the City, focused windshield surveys will be conducted to verify land use data accuracy and to identify vacant and underutilized parcels. A complete existing land use data layer will be prepared, which will also serve as the basis for land use analysis and alternatives.
- B. **Demographic and Economic Analysis (D&B, HR&A).** This will profile the city's population and employment historical growth, using information from the Census, California Department of Finance, SCAG, and others. Development approved and underway would be translated into employment (for non-residential development) to "back out" projected residual demand over the planning horizon (2035 per the RFP, or 2040 if that is established as a more appropriate horizon year). Analysis resulting from sub-task C for residential demand and SCAG projected population growth translated into housing units would also be reflected. This assessment will be folded into the Existing Conditions, Opportunities, and Challenges Assessment Report (Task 3-E).
- C. **Multifamily Residential Market Demand and Key Performance Indicators (HR&A).** HR&A will estimate the supportable scale of multifamily residential development in the City over 5- and 10-year periods under a range of low and high demand conditions. To do so, Consultant will analyze household growth, relevant economic characteristics (e.g., household incomes), and housing stock turnover anticipated in the surrounding region, and estimate the share of that growth that the City is likely to capture, considering its increasing urban character, amenities and attractions. Consultant will also conduct a high-level scan of third-party real estate data for new multifamily residential development to develop key inputs, such as rents and sale

prices, for this task, which will also be utilized in our subsequent work supporting the City's General Plan Update. Consultant will review anticipated delivery timelines and phasing for multifamily residential units in projects recently completed and currently proposed or under construction, and compare this number of residential units with our estimates of multifamily residential demand within the City to determine the New Development Pipeline's (residential development projects, some with commercial uses, currently proposed/approved or under construction) share of demand. This will allow us to assess the likelihood that the current number of multifamily residential units in the New Development Pipeline can be absorbed by the market, and over what time-period.

- D. Net Fiscal Impact Analysis of New Development Pipeline Buildout (HR&A).** HR&A will then determine the net fiscal impacts of full buildout of the residential and commercial uses in the New Development Pipeline. This analysis will estimate the net new recurring revenues and public service costs associated with the City's General Fund. Consultant will estimate any one-time City tax revenues associated with construction of these projects (e.g., gross receipts tax on contractor earnings and sales tax on certain construction materials), and tax revenues associated with activity generated by new households (e.g., sales tax on household purchases, utility user's tax, fines and forfeitures) and annual operation of these developments (e.g., property tax, hotel transient occupancy tax, franchise tax, utility user's tax, gross receipts tax, on-site retail sales and use tax). Consultant typically does not include City fees and other charges related to planning permit processing, construction permits and mitigation fees, because these charges are supposed to be set at prices that directly offset City costs, and therefore do not represent new revenues to the City. In developing the tax revenue estimates, Consultant will apply current (i.e., FY 2016-17) City tax rates and tax calculation rules. These estimates will also be based on a set of general assumptions about construction costs, sales in retail space and other factors that HR&A will derive from a combination of the third-party data sources and HR&A's experience, but without requiring project-specific information from developers of the New Development Pipeline projects. Additionally, this high-level, aggregate summary net fiscal analysis would not consider any tax revenues or service costs associated with uses that may be located currently at each New Development Pipeline project site. The estimates will be prepared assuming the projects are built and stabilize simultaneously to develop an order-of-magnitude estimate of the total fiscal impact of the City's current development pipeline.

Consultant will also estimate the average annual costs for the City to provide public services to the New Development Pipeline projects using a form of per-capita costing – i.e., expressing relevant categories of City service costs on a per-person basis, and then multiplying the resulting cost factors by the estimated residential population in these projects together with a high-level estimate of the number of employees, expressed as “resident equivalents,” based on the average time they are present in the City. Netting out the costs of City services delivered to the New Development Pipeline projects from their tax revenues yields the true “bottom line” for the City's treasury.

Additionally, for informational purposes, HR&A will also estimate the number of new K-12 students that would be generated by completion of the New Development Pipeline, using the current student generation rates per unit utilized by the Los Angeles Unified School District and Compton Unified School District.

- E. Prepare Existing Conditions, Opportunities, and Challenges Report (D&B, Team).** A report will be prepared providing a detailed analysis of baseline conditions, and identifying

opportunities and challenges for the General Plan update. The report will contain extensive graphics, using maps and charts, along with supporting text, and will address the following topic areas:

- *Land Use (D&B)*. The land use and urban design analysis will catalogue existing land uses and building typologies in and around the planning area; contain an inventory of planned development by land use based on available data; and a review of existing zoning, General Plan, and other regulations. Opportunity sites will be identified at the parcel level based on fieldwork and land value analysis to determine realistic opportunities for new development.
- *Community Design/Character and Health (D&B)*. D&B will summarize the community character and urban design of the city, including mapping district structure, activity nodes, key corridors, scale, and other major form-giving components. This will be analyzed at three scales: citywide, neighborhood, and street/block. Corridor character and streetscape characteristics will be noted on a prototypical basis. Walking access to parks and potentially supermarkets will be mapped using GIS.
- *Circulation (F&P)*. F&P will collect roadway segment and/or intersection traffic counts and identify existing and planned bicycle, pedestrian, and transit facilities. F&P estimates 20 intersections (10 of which would be common with the Boulevards EIR project about to get underway) and 30 roadway segments would be appropriate for the General Plan Update. The list of analysis locations will be verified in discussions with city staff prior to commencing work on the EIR portion of the project and part of the budget estimate for the transportation work includes the cost to collect this count data.

For the Existing Conditions, Opportunities, and Challenges Report, F&P will document the existing transportation and circulation system for the City of Carson, including the following information:

- Up to 20 intersections and 30 roadway segments using the LOS ICU methodology
- An existing vehicle miles traveled (VMT) summary
- Existing circulation maps for roadways, transit services, and bicycle facilities in the city
- Freight and goods movement data that documents major truck routes and origin/destination distribution patterns in the city
- Transit ridership information (if available)
- Accident history (using data from SWITRS)
- *Environmental Constraints and Opportunities (D&B, ESA)*. Key environmental constraints that may affect planning policy and land use decisions will be analyzed, mapped and summarized. ESA will complete necessary background research using environmental documentation for recent projects; records search review; agency consultation; and noise measurements. ESA will coordinate with D&B and the City to assure that data collection and analysis, GIS mapping, and the Existing Conditions Report sections fully address relevant resources and can ultimately be folded into the General Plan EIR. Subjects to be analyzed are as follows, and details of existing conditions methodology can be found in the EIR task below (GHG will be covered under sub-task B above):
 - Biological Resources (ESA)
 - Hydrology, Flooding, and Water Quality (ESA)

- Cultural and Historic Resources (ESA)
 - Hazards and Hazardous Materials (ESA)
 - Geology and Soils (D&B)
 - Noise (ESA)
 - *Public Facilities and Services (D&B).* D&B will research and analyze public facilities and services (fire, police, public schools, parks, solid waste collection); City staff will provide plans or other information that will be used to summarize wet utilities (water, wastewater, stormwater) capacities and issues in the city. A portion of the project kickoff will be used to review existing infrastructure, CIP projects, and known deficiencies, and to discuss master plan-identified project improvements in detail.
- F. **Prepare Final Existing Conditions, Opportunities, and Challenges Report (D&B, Team).**
Following staff review of the draft, the report will be revised and finalized for publication.
- G. Present Sustainability; Economic and Market Assessment; and Existing Conditions, Opportunities, and Challenges Report to GPAC (D&B). The reports will be presented to the GPAC, likely over two meetings. The GPAC will provide project team with feedback on the information and analysis in the report, which will inform the land use Alternatives and General Plan policies.
- H. City Council Study Session on Community Vision, and Sustainability; Economic and Market Assessment; and Existing Conditions, Opportunities, and Challenges (D&B). The results of the first phase of outreach will be presented to the City Council as part of a study session. The Economic and Market Assessment; and Existing Conditions, Opportunities, and Challenges Report will also be presented. The goal of this study session is to provide timely information to decision-makers, and to receive input on key issues and any direction for development of land use alternatives. The meeting could also be structured as a joint Planning Commission /City Council study session.

<i>Meetings</i>	<i>Products</i>
GPAC (2) City Council (or joint with Planning Commission) Study Session	Demographic and Economic Analysis (folded into Existing Conditions, Opportunities, and Challenges Report) Memo on Multifamily Demand Analysis Memo on Fiscal Analysis Existing Conditions, Opportunities, and Challenges Report (Draft and Final)

Phase II: Options and Strategies

TASK 4: ALTERNATIVES

Objective: In this task, Consultant will formulate three plans illustrating alternative land use and circulation patterns for the city, focused on opportunity sites identified in the existing conditions research. Additionally, a comprehensive evaluation of the alternative plans will be conducted, so informed decisions can be made. This will include analysis of traffic impacts, infrastructure, fiscal impacts and population/employment growth.

- A. **Preliminary Alternative Plans (D&B).** D&B will prepare up to three land use alternatives in “sketch plan” form. The alternatives will reflect findings from the issues, opportunities, and constraints determined in Task 3; incorporate feedback from community members and decision makers; and offer real choices for future growth and development. The alternatives will be refined based on feedback from City staff. Alternatives will focus on alternative uses and mixes, building intensity, and locations for potential redevelopment and intensification, and explore issues related to increased demand for high density housing, neighborhood conservation, economic development, and revitalization of key corridors. Concepts related to connectivity and transportation will be explored.
- B. **GPAC Meeting on Draft Alternatives (D&B).** Before beginning assessment of the alternatives, the draft alternatives will be presented and discussed with the GPAC.
- C. **Refined Alternatives (D&B).** Alternatives will be refined following the GPAC meeting.
- D. **Alternatives Evaluation (D&B, F&P, HR&A).** Consultant will quantify the draft alternatives’ impacts. Relative merits and disadvantages of the alternatives will be assessed, and a short report prepared discussing the findings and implications. Topics will include:
- *Land Use, Population, and Employment (D&B).* Comparative impacts in terms of population, jobs/housing balance, and other factors of concern will be prepared in narrative and tabular form.
 - *Economics and Fiscal Implications (HR&A).* HR&A will create a model to evaluate the net fiscal impact of three land use alternatives on the City’s General Fund at buildout and at the completion of two illustrative interim phases (if the optional Market Analysis is undertaken). The revenue and cost items in the fiscal analysis will be projected using a series of “demand drivers” and pro-rata shares, based on population, dwelling units, and employment though the use of “equivalent” dwelling units or other planning factors to estimate the relative impact of the proposed development. Several key revenue and cost line items will be calculated by developing special models. Consultant will consolidate the above steps into a comprehensive model used to estimate incremental fiscal revenues and costs at buildout and at completion of two illustrative interim phases. In addition to the quantitative assessment outlined above, Consultant will provide a qualitative assessment of the potential long-term fiscal impacts to better help City staff, the public, and decision-makers effectively evaluate the land use options.
 - *Transportation (F&P).* Fehr & Peers will coordinate with SCAG to obtain the most recent 2016 SCAG RTP/SCS regional model developed on the TransCAD software platform. F&P is extremely familiar with the software application. The travel model will be employed for analysis of existing Carson land use and future land use alternatives for the General Plan.
- E. **Newsletter #2 on Alternatives (D&B).** A second newsletter will be prepared, announcing the upcoming Alternatives workshop and introducing the various land use concepts. The newsletter will be designed to be printed and also distributed electronically; City staff will be responsible for printing and mailing if desired.
- F. **Citywide Workshop #2 on Alternatives (AA, D&B.).** AA and D&B will facilitate a second citywide workshop as an opportunity to present draft land use alternatives and design concepts for realizing the community’s vision. (D&B will present the technical material, while AA will facilitate.) Consultant anticipate that this exercise will provide an important opportunity for community members and stakeholders to confirm areas for growth and revitalization and areas

for preservation. Community members will also be able to comment about how the City’s major opportunity areas should change and revitalize to support the needs of the community and businesses, and ensure the continual provision of high quality services and infrastructure in the future. During the workshop, participants will informally circulate among stations and review and comment on alternative future directions and design concepts for select opportunity areas, as well as discuss their preferences in small groups. These concepts will be developed through visual simulations and images that illustrate context-sensitive design alternatives. This event will be an important educational tool to demonstrate how appropriately designed developments can produce a desirable and livable built environment. Turning Point software may also be employed at the workshop to allow people to anonymously express preferences between alternatives.

- G. Online Community Engagement on Alternatives (D&B).** Using Maptionnaire, D&B will present alternatives through the project website where people can “walk around,” look and interact with web based versions of the same stations that were presented at Workshop #2, check out the supporting information, learn something new, and contribute comments, critiques, and suggestions. Maptionnaire has the ability to integrate interactive images and mapping, allowing participants to engage with and comment directly on the material presented. Each station would pose one or more big question and the polling will provide some optional strategies that they can select from, help prioritize, or comment on.

The result of the community workshop (subtask F), other smaller outreach meetings (as shown in Task 2), as well as online engagement will help identify a preferred land use direction for the City to use to formulate the land use plan, goals, policies, and actions that support the desired direction and vision for Carson.

- H. City Council/Planning Commission Briefings on Alternatives (D&B).** At one Planning Commission meeting and one City Council meeting, decision-makers will be briefed on the alternatives, their impacts, and community reaction to them, so that they can provide specific direction to the GPAC and the consultant team in formulating a Preferred Plan.

<i>Meetings</i>	<i>Products</i>
GPAC (I)	Preliminary and Refined Alternatives
Citywide Workshop #2	Draft and Final Alternatives Report (including fiscal and transportation evaluation)
Online Engagement/Survey on Alternatives	Newsletter #2
Planning Commission Study Session	Workshop and Online Engagement Results Memorandum
City Council Study Session	

TASK 5: PREFERRED PLAN AND KEY GOALS

Objective: In this task, Consultant will identify the preferred land use plan, and develop a framework for policy development, community enhancement, economic development, and circulation.

- A. Prepare Preliminary Preferred Plan (D&B).** Following the public input and direction by City staff, a preliminary Preferred Plan will be prepared. This will be reviewed with staff and refined

in an interactive setting. The Preferred Plan will encompass land use, urban design, open space, and transportation/connectivity components.

- B. **GPAC Meeting on Preliminary Preferred Plan (D&B).** The preliminary Preferred Plan will be reviewed and refined by the GPAC before commencement of public engagement.
- C. **Newsletter #3 on Preliminary Preferred Plan (D&B).** The third newsletter will present key components of the Preferred Plan, focusing on the preliminary land use diagram and soliciting feedback.
- D. **Prepare Recommended Preferred Plan and Key Policies (D&B).** Based on public input, the preliminary Preferred Plan will be revised to produce a Recommended Preferred Plan. This will be accompanied by key policies—new or modifications of existing ones—that support the new plan and respond to any gaps or needed updates identified.
- E. **Review Recommended Preferred Plan and Key Policies with GPAC (D&B).** The Recommended Preferred Plan and Key Policies will be reviewed with the GPAC and refined if needed following their review. The Committee will convene as needed (up to 2 meetings) to provide the project team with feedback.
- F. **Planning Commission and City Council Study Sessions on Preferred Plan and Policy Framework (D&B).** The Final Recommended Preferred Plan and Key Policies will be presented at one or two study sessions of the Planning Commission and City Council. Feedback will establish the Recommended Preferred Plan as the basis for the General Plan, the environmental analysis, and formulation of detailed Plan policies.
- G. **Transportation Evaluation of Preferred Plan (F&P).** F&P will prepare future intersection or roadway segment volumes and VMT forecasts of the Final Recommended Preferred Plan based on the recommended origin/destination approach, which will exclude through travel but will account for vehicles traveling within and into and out of the city. It is anticipated that these VMT forecasts will be employed for any GHG analysis that the environmental consultant will perform. F&P will also prepare a final roadway network and a conceptual transit, bicycle, and pedestrian network that is consistent with the City’s Active Transportation Plan.

<i>Meetings</i>	<i>Products</i>
GPAC (2)	Preliminary Preferred Plan
Planning Commission Study Session	Newsletter #3
City Council Study Session	Draft and Final Recommended Preferred Plan and Key Policies

Phase III: Draft and Final Documents

TASK 6: DRAFT GENERAL PLAN

Objective: Prepare the Draft General Plan. Decision-maker approval of a Preferred Plan and key goals (Task 5) will establish a strong foundation to build detailed General Plan policies. Dyett & Bhatia will strive for brevity and clarity that enables all interested persons to easily see what commitments the City is making, what it hopes to

accomplish, and whether a proposed project is consistent with the Community Vision. Consultant will include both “guiding policies” (or goals) and “implementing policies,” the latter forming a concrete, realistic, and feasible basis for implementing ordinances or amendments to existing ordinances. Preparation of the Draft General Plan (Plan) will be conducted in parallel with the Draft EIR, so that any necessary mitigation can be folded into Plan policies to ensure that the Plan is “self-mitigating.”

The Draft General Plan will be structured in such a way that the average citizen will find it meaningful, useful, and understandable. It will be action oriented, with minimum background/existing conditions information and focus on goals and policies, so a separate goals and policies manual will not be needed. If so desired, City shall be provided with a Word document containing all goals and policies for working purposes, following General Plan adoption. Chapters may correspond closely with the Vision core values, rather than using traditional elements such as “land use” and “open space” (as example, see draft Redlands General Plan at <http://www.redlands2035.org/reports-and-products.html>).

- A. **Prepare Outline (D&B).** A detailed outline for the General Plan (including a list of figures) will be prepared and reviewed with City staff. Topics that will be covered in each chapter will be identified, and a “mock-up” section will be prepared for staff approval.
- B. **Establish Plan Forecasts (D&B).** Forecasts of land use and population changes that will occur at General Plan horizon year (likely for horizon year 2035 or 2040) will be prepared.
- C. **Prepare Administrative Draft General Plan (Consultant Team).** Each element of the General Plan will include background information, goals and implementing policies, and monitoring and evaluation requirements. The implementing policies constitute the General Plan Implementation Program; however, these policies may be consolidated into a stand-alone document/matrix for monitoring and evaluation purposes. For each element, meetings with key figures from each department will be arranged as needed. A preliminary General Plan structure, based on the Vision core values is described as follows (note: a different General Plan structure may be chosen as discussed above).
 - **Community Character, Identity, and Design.** This element will serve to enhance Carson’s urban design and community character, as well as community engagement and connectedness. Drawings and illustrations will be prepared, as appropriate, to illustrate concepts. This element will take into consideration:
 - Overall city image, form, and identity (including role of mixed use);
 - Neighborhood connections;
 - Design policies for key corridors, including streetscape improvements, and streets and buildings;
 - Social connectedness, including promoting a multi-generational community; and
 - Community connectedness.
 - **Land Use and Revitalization.** This element will provide direction on neighborhood conservation and revitalization, identify the location and intensity of uses, and provide policies that would result in developments that are appropriate to Carson’s character and setting. Large scale/new regional attractions, as well as districts—such as Carson Boulevard—and the creation of “downtown” will be addressed. Topics in the element may include:
 - Land use vision;

- Land use classifications; density/intensity standards (including land use map on the city’s parcel base);
 - Connection to the Housing Element;
 - Population and job holding capacity; jobs/housing balance;
 - Policies for new mixed-use areas;
 - Policies for other areas, such as residential neighborhoods, office and business park districts, logistics and industrial uses, and for amenities such as community gathering places;
 - Financing sources and strategies such as sales tax, transient occupancy tax (TOT), etc.; and
 - Land use compatibility in the McClellan-Palomar Airport Influence Area consistent with the Airport Land Use Compatibility Plan.
- ***Open Space and Environment Conservation.*** This element will be designed to enhance Carson’s environmental quality, especially given its history of industrial and landfill operations, laying out criteria for development and accepted tolerance so there is no confusion of what is consistent with the General Plan and what is not. It will also seek to enhance the City’s natural and open space resources, such as through creek revitalization and provision of new open spaces. This element will be closely coordinated with the EIR impact analysis. Any identified mitigations will be folded in as Plan policies. It will also be closely coordinated with health and safety issues (including hazardous materials, noise, and air quality). Topics to be addressed include:
 - Open space categories (use by people vs. only preservation);
 - Creek revitalization;
 - Water quality, watershed management, wastewater, and water conservation;
 - Hazardous materials;
 - Air quality;
 - Greenhouse gases;
 - Climate change; and
 - Noise (including existing and future noise contours, airport noise impacts, and noise standards).
 - ***Recreation and Active Lifestyles.*** This element will be closely coordinated with the first two elements, as well as the Transportation and Connectivity Element. Included will be:
 - Park and recreation system;
 - Trails and connections;
 - Park design and programming (maximizing use; designing for local population and for expected population age distribution; overall system balance); and
 - Key policies and programs for system enhancements, including new parks and open space locations, and accessibility improvements.
 - ***Transportation and Connectivity.*** This element will focus on strengthening the City’s roadway, transit, and active transportation networks while improving efficiency and reducing VMT. Topics covered will include, but will not be limited to:

- Level of service (LOS);
 - Roadway network performance;
 - Transit system;
 - Travel Demand Management;
 - Bicycle and pedestrian systems;
 - Freight and goods movement;
 - Emergency evacuation routes; and
 - Alternative vehicle systems.
- ***The Economy.*** This element will provide the policy framework to ensure Carson’s long-term fiscal health and economic sustainability. Based on the analysis of recognized business trends and available resources, and incorporating development agreements underway for key sites, it will outline the City’s economic development objectives, ensuring that economic decision-making is integrated with other aspects of the city’s development. Topics will include:
 - *Business Retention.* Supporting business attraction, expansion, retention, and improvement, for existing and new economic clusters;
 - *Economic Diversity.* Supporting a diverse economy, ranging from small businesses to cutting-edge establishments;
 - *Retail Sector.* Expanding the retail sector, and promoting shopping and dining opportunities;
 - *Synergies.* With CSUDH, supporting collaboration and partnerships with the business community; and
 - *Fiscal Vibrancy.* Using the fiscal model (Task 4D), estimate the net impact of the proposed buildout of the General Plan on the General Fund, and provide high-level fiscal recommendations, including identifying qualitatively, based on our experience with similar fiscal environments, costs that have potential to be reduced and revenue sources that have potential for growth by way of land use or policy changes.
 - ***Community Health and Sustainability (D&B).*** This element would focus specifically on various aspects of public health and equity, including food access, public health indicators, economic opportunity, and access to services, and other cross-cutting sustainability concepts ensuring that the City is equipped to adapt and respond to various social, economic, and environmental forces over time. One area of policy focus will be on actions the City can take to respond to the needs of its changing demographics, as the City ages and becomes increasingly diverse.
 - ***High Quality Education; Community Services and Safety.*** This element will provide the structure for community services, including public safety, and partnerships with other organizations involved in education. (Safety may be addressed in a separate element.) Topics will include:
 - Schools, higher education institutions, and learning centers;
 - Community services (including nutrition, health, hospice);
 - Fire services;
 - Police services; and

- Emergency management, including fire hazards, aircraft hazards, and geologic and seismic hazards.

- D. **Implementation and Monitoring Program (D&B).** The General Plan will be designed to be visual and concise with only short relevant background information to provide a springboard for the goals/policies. The implementing policies will constitute the Implementation Program for the General Plan. These will be assembled into an independent document/matrix, so implementation can be tracked and programs easily prioritized. In addition, statutory requirements for annual General Plan reports will be included. Major capital improvements resulting from the General Plan—parks, streets/bikeways, water/wastewater system improvements—will be compiled into a list, so that the City can prioritize timing and improvements. Similarly, all zoning actions resulting from the General Plan will be organized in one place as well.
- E. **GPAC Meetings (D&B).** The Draft General Plan policies will be reviewed with the GPAC in up to three meetings.
- F. **Draft General Plan (D&B, Team).** Following review by City staff and the GPAC, D&B will incorporate feedback on the Administrative Draft and prepare a Public Review Draft General Plan.
- G. **Workshop #3/Open House on Draft General Plan (D&B, AA).** For the project’s final event, Consultant propose an “unveiling” of the General Plan. Consultant envisions that this event would be theme-based, where the consultant team will share the key concepts of each General Plan element. This event will provide the opportunity to describe to the public how their input and involvement helped shape the General Plan, and provide an opportunity for further refinement prior to the public hearings. Similar to the previous workshop, AA will use Maptionnaire or another similar tool to design an interactive and engaging format to present the General Plan online for review and feedback. Comments received from both the in-person and online venues would be summarized in a short memorandum.

Meetings	Products
GPAC (up to 3) Workshop #3 – Open House on Draft Plan; Online Engagement	Administrative Draft General Plan Implementation and Monitoring Program Public Review Draft General Plan Summary of Open House Comments

TASK 7: DRAFT AND FINAL GENERAL PLAN EIR

Prepare the Draft Program Environmental Impact Report (EIR) for the General Plan, incorporating public review and feedback. Respond to comments received on the draft to produce a Final EIR. The intention will be to prepare the Draft EIR and Draft General Plan simultaneously, so that to the greatest extent possible, significant impacts may be mitigated through Plan policies, creating a “self-mitigating” plan.

- A. **Notice of Preparation for the EIR, and EIR Scoping Meeting (ESA).** ESA will prepare a Notice of Preparation for the EIR for the City to review, and ESA will finalize the Notice after

any appropriate revisions. ESA will also prepare public notice for and conduct the EIR Scoping Meeting.

- B. **EIR Outline and Thresholds/ Significance Criteria (ESA).** Consultant will draft an outline for the EIR and thresholds and significance criteria following CEQA Guidelines, and modify these as needed based on City staff review. These criteria will be based on CEQA Guidelines, Appendix G, standards used by the City, discussions with team members, and our team's experience in developing performance standards and planning guidelines to minimize impacts.
- C. **Administrative Draft EIR (ESA, Team).** Consultant will complete environmental review to meet all CEQA requirements. Existing conditions analysis will be the basis for environmental settings discussions. Needed mitigation identified through impact analysis will be addressed through policies to the greatest extent feasible. EIR subjects and team member roles are summarized as follows:
- *Land Use, Population, and Housing (D&B).* Analysis will consider potential changes in land uses that could divide established communities, displace existing housing or population, or conflict with existing plans.
 - *Transportation (F&P).* F&P will summarize the previously developed Existing Conditions analysis and any updated future conditions analysis in a technical Traffic Study for use by ESA. Sub-tasks within this effort will include:
 - Intersection and roadway analysis
 - Identifying conflicts with plans establishing performance measures for various modes of travel
 - Consistency with Los Angeles County's Congestion Management Program
 - Review of hazards due to design features
 - Determination of adequate emergency vehicle access
 - Identification of any conflicts with adopted plans or policies regarding alternative travel modes

Once the impacts are identified, F&P will identify potential mitigations. As with most General Plans, it is assumed that the roadway system will be designed so that the General Plan is self-mitigating in that there is sufficient capacity in the roadway network to accommodate any projected growth (or that policies reflect the anticipated service levels that will occur). If this self- mitigation is not the case, additional mitigation measures (where feasible) will be identified for any deficient analysis locations. If necessary, the Transportation and Connectivity Element will be updated to reflect these additional mitigation measures should any be identified.

- *Visual Resources (D&B).* D&B will prepare an assessment of visual resource and aesthetic impacts of the proposed plan. The assessment will include: description of the regional visual character and area-specific landscape viewshed units (which comprise the baseline conditions for assessing aesthetic impacts); an overview of applicable policies and guidelines regarding visual resources; an impact analysis that will focus on changes in key public views, scenic corridors, and overall visual character resulting from potential changes to the urban form; and recommendations and mitigation measures to lessen potential visual impacts, if any. The visual resources assessment will follow standards of professional practice for aesthetic analysis.

- *Biological Resources (ESA)*. ESA biologists conducted a review of recent aerial photography to identify any areas within the city that may support biological resources that are regulated by state and federal statutes or should otherwise be addressed as part of CEQA compliance. Despite the essentially complete urbanization of the city, ESA believes that at least three localized areas within the city limits warrant specific investigation and assessment. As they appear in aerial photography, these areas are: a wooded area along a potentially unimproved drainage in the northwest part of the city; a potential wetlands immediately east of the Harbor Freeway in the southwest part of the city; and an improved channel that supports vegetation immediately west of the Long Beach Freeway in the extreme easternmost part of the city.

ESA proposes to investigate and assess the character of these areas through a review of the California Natural Diversity Data Base which contains records of the occurrences of special status habitats and plant and animal species from the vicinity of the city; and, a visual field reconnaissance of these areas to evaluate their potential to be resources potentially subject to state and federal regulations and CEQA review. Following their assessment and evaluation, a technical memo will be prepared that will serve as a technical biological resources assessment suitable for inclusion as an appendix to the EIR.

In format, the technical memo will address the Initial Study questions contained in Appendix G of the CEQA Guidelines. For each question, existing conditions will be summarized and the significance level of potential impacts will be determined and summarized; and, as warranted, mitigation measures for potentially significant impacts will be described.

- *Cultural Resources (ESA)*. ESA will conduct a program-level cultural resource assessment of the plan area in order to identify and mitigate any potential impacts to historical, archaeological, and paleontological resources pursuant to CEQA. The scope of this assessment will include cultural and paleontological resource record searches, a Sacred Lands File search, and a review of historic and geologic maps, historic photographs, and local historical archives. This background research will be used to develop a historical overview, identify known cultural resources, and assess the cultural sensitivity of the plan area. ESA will also review existing conditions arising from historic preservation issues in relation to the City's General Plan, Municipal Code, and relevant documents applicable to potential historic resources and local landmarks. The results will provide baseline data to prepare the Existing Conditions analysis and the impacts analysis of the Cultural Resources EIR Section. ESA will analyze the potential impacts of the General Plan proposals against the CEQA significance thresholds for historical, archaeological, and paleontological resources, and evaluate the General Plan Update against the currently adopted General Plan. Finally, ESA will provide mitigation measures to mitigate impacts to resources on a project-level, if and when each future project component is established and implemented. Also included in this analysis will be the development of preservation alternatives and an analysis of cumulative impacts.
- *Geology, Soils and Seismicity (D&B)*. The City is located in a seismically active area and will need to consider adequate protection from natural disaster (e.g., earthquakes, liquefaction, ground acceleration, and ground rupture) in the General Plan. Seismic issues include strong ground shaking associated with nearby active faults, and the secondary seismic hazards of liquefaction, and slope stability. Other local geologic issues include expansive soils (i.e., soils with high shrink-swell potential) and the potential for tsunamis run up. Consultant will prepare a description of existing soil and geologic conditions in the City based on available data. The EIR section will assess the potential soil- and geologic-related impacts associated with the implementation of the proposed General Plan.

- *Hydrology and Water Quality (ESA)*. The City of Carson is located in the Dominguez Channel watershed which empties into Los Angeles Harbor. Residential development covers nearly 40 percent of the watershed, and another 41 percent is made up by industrial, commercial and transportation land uses. The ESA Team will evaluate the proposed General Plan Update Elements for compatibility with current regulatory requirements regarding water quality and stormwater management. Potential sources of non-point stormwater run-off will be identified and mitigation measures provided to reduce potential impacts to receiving waters. Based on high-level drainage information, the ESA Team will evaluate whether any potentially significant hydrologic impacts might result from implementation of the proposed Elements. ESA will also consult with the City and services providers to determine whether the project will have a significant effect on potable water supplies. Preparation of an urban water management plan is not part of this scope of work; ESA will use the 2015 Urban Water Management Plan (UWMP) provided by the California Water Service Company, Rancho Dominguez District. Policies provided in the proposed Elements and standard City requirements will be evaluated as to their effect of mitigating or avoiding any potentially significant effects. Additional mitigation measures will be proposed if necessary to reduce any significant effects. The efforts in this section will be based on readily available information, and will not entail site-specific analysis of conditions related to existing and former uses in the City. Instead, a performance-based approach will be created at this programmatic stage of planning.
- *Public Services and Facilities (ESA)*. The impact of the proposed General Plan Update on existing schools, fire and police service, emergency medical services, library services, and solid waste disposal will be described and quantified in terms of increased service demand where service agencies can provide impact generation factors to be applied. To prepare this section, the ESA Team will consult with affected service agencies. Policies provided in the proposed Land Use Element and standard City requirements will be evaluated as to their effect of mitigating or avoiding any potentially significant effects. Additional mitigation measures will be proposed if needed to reduce any significant effects.
- *Air Quality (ESA)*. ESA will conduct a program-level assessment to determine the potential impacts to air quality from implementing projects that could occur as a result of adoption of the General Plan update with the understanding that subsequent environmental review may occur as future project-specific development proposals are initiated. The EIR will include analysis of the current regulatory setting; existing air quality conditions; City goals policies and objectives related to air quality resources; significance thresholds; a qualitative construction emissions analysis; quantitative operational emissions analysis; localized CO hotspots analysis; qualitative analysis of toxic air contaminants (TACs) and odors; cumulative impact analysis; consistency with regional air quality plans; and provide mitigation measures if necessary.
- *Greenhouse Gases, Climate Change, and Energy (ESA)*. ESA will review the existing GHG conditions, the adopted General Plan, the EECAP, and other significant plans, goals, objectives, and policies related to GHG emissions as a foundation for the analysis of the General Plan Update. ESA will conduct a program-level assessment to determine the potential impacts from GHG emissions due to implementing land use development projects that could occur as a result of adoption of the General Plan Update with the understanding that subsequent environmental review may occur as future project-specific development proposals are initiated. ESA will assess GHG emission impacts based on performance standards recommended by SCAQMD and the City's EECAP. The analysis will consider the applicable policies and measures proposed for the General Plan Update and EECAP and

compare them with GHG reduction measures recommended by the State (e.g., CARB). If significant impacts are identified for any of the above items, Consultant will recommend applicable and feasible mitigation measures to reduce the impacts and reassess the project after mitigation. ESA will also evaluate potential GHG impacts from up to three alternatives as required by CEQA. In accordance with Appendix F of the State CEQA Guidelines, ESA will include relevant information and analyses that address the energy implications of the General Plan Update.

- *Hazards, Hazardous Materials (ESA)*. The City of Carson includes a range of land uses that include varying levels of hazardous materials use, storage, transport, and disposal. The ESA Team will evaluate public health and safety impacts. Health and safety issues in the plan area are relatively common to metropolitan areas and include past, present, and future activities that involve storage, use, or generation of hazardous materials and hazardous wastes. Abandoned sites, or sites with existing contamination, pose a challenge for any developing community because these properties restrict development and increase risks to residents. Typically, these properties are located in industrial areas. However, as development trends change over time, these properties could attract commercial or even residential uses. Other hazardous materials issues include sites that have recently been contaminated due to poor management practices or inadvertent chemical releases. Transportation of hazardous materials remains a concern for most cities. ESA will review environmental databases maintained by the Regional Water Quality Control Board and the Department of Toxic Substances Control. On the basis of information gathered, ESA will 1) describe, in general terms, activities known to have produced hazardous wastes or soil contamination or to have caused releases of hazardous materials in the study area; 2) discuss and evaluate general impacts on public health and safety of contaminants found in the study area; 3) discuss and evaluate in general terms the potential for other hazards such as wildfires and emergency plans; and 4) identify impacts, if any, of hazardous waste disposal on waste handlers, public health, and the environment. Policies provided in the proposed Elements, regulatory framework, and standard City requirements will be evaluated as to their effect of mitigating or avoiding any potentially significant effects. Additional mitigation measures will be proposed if necessary to reduce any significant effects. The efforts in this section will be based on a performance-based approach will be created at this programmatic stage of planning.
- *Noise (ESA)*. A noise survey will be completed through long-term (24-hour) and short-term (15-minute) noise measurements at up to 30 locations (5 long-term and 25 short-term or an equivalent combination thereof in consultation with the City) and through preparing existing and future noise contours along major highway, primary arterials and major streets, along existing rail lines, and along zoning designations separating industrial uses from residential or mixed-use zones. Existing noise contours will be developed based on existing ambient noise data and computer noise model. Noise generated by off-road equipment and on-road vehicles during demolition, construction, and operational activities associated with implementation of each Element that would affect the ambient noise environment based upon various factors. ESA will assess noise impacts with reference to the change in noise levels at noise-sensitive locations and with reference to noise/land use compatibility guidelines contained in the proposed Elements. Policies provided in the proposed General Plan Update and standard City requirements will be evaluated as to their effect of mitigating or avoiding any potentially significant effects. Based on City noise standards, required mitigation measures (barrier locations and heights) will be identified. Additional mitigation

measures will be proposed if needed to reduce any significant effects. ESA will also evaluate potential noise impacts from up to three alternatives as required by CEQA.

- *Utilities and Service Systems (ESA)*. The ESA Team will evaluate potential impacts associated with utilities and service systems (water, sewer, electricity, natural gas, solid waste collection). Service demands resulting from the proposed Land Use Element will be quantified, and the impact of project development on existing utility systems will be described. In evaluating impacts, ESA will consult with utility providers to determine the capacity of their infrastructure and their ability to provide service. Policies provided in the proposed land Use Element and standard City requirements will be evaluated as to their effect of mitigating or avoiding any potentially significant effects. ESA will rely on information in the Background Report to inform the EIR setting. Additional mitigation measures will be proposed if needed to reduce any significant effects.
 - *Recreation (ESA)*. If potential impacts of Open Space and Conservation Element and Land Use Element implementation on parks, open space, and recreation facilities are not screened out in the Initial Study, these impacts will be evaluated in the EIR. Policies provided in the proposed Elements and standard City requirements will be evaluated as to their effect of mitigating or avoiding any potentially significant effects. Additional mitigation measures will be proposed if needed to reduce any significant effects.
 - *Alternatives (Team)*. Up to three (3) program alternatives, including the No Project Alternative, will be analyzed in the DEIR. These alternatives will be analyzed at a level of detail allowing comparison with the proposed General Plan Update, but not at an equal level of detail to the proposed project.
 - The DEIR will identify an environmentally superior alternative, and make all other CEQA-required findings.
- D. **Draft EIR (ESA)**. Based on one consolidated set of comments on the Administrative Draft EIR from City staff, input provided at the Council/Commission Joint Study Sessions, and Staff Working Sessions, the ESA Team will prepare the Draft EIR for public review. ESA will submit a screencheck copy of the Draft EIR to the City for final review prior to distribution. ESA will provide the City with a print ready pdf file suitable for publishing on the internet, 3 hard copies and 10 CDs of the Draft General EIR. Staff will be responsible for submitting the Draft EIR to the State Clearinghouse.
- E. **File Notice of Completion of EIR (ESA)**. File Notice of Completion, meeting CEQA requirements.
- F. **Planning Commission Public Hearing (ESA)**. ESA will prepare a presentation for and attend a public hearing on the Draft EIR and the Draft General Plan.
- G. **Prepare Final EIR (ESA)**. Following the 45-day public review period, ESA, D&B, and team members, as necessary, will prepare an administrative draft that responds to all comments submitted. A Statement of Overriding Considerations will also be prepared, if needed. In response to staff comments, Consultant will prepare a final version. ESA will provide the City with print ready pdf files of the Final EIR and MMRP suitable for publishing on the internet, along with 3 hard copies and 10 CDs.

Meetings	Products
Scoping Meeting Planning Commission (1)	Notice of Preparation Administrative Draft EIR Notice of Completion Draft EIR and Technical Appendices Administrative Draft Final EIR Final EIR

TASK 8: PLANNING AND ZONING CODE UPDATE

Objective: The objective of this task is to prepare a comprehensive update of Article IX: Planning and Zoning of the Carson Municipal Code (with the exception of Chapter 5: Oil and Gas Code, and the Zoning Map, which shall be prepared by staff) to ensure that the City's planning and zoning regulations, as a key General Plan implementation mechanism, are as effective and user-friendly as possible. In addition to making the Code consistent with the updated General Plan and easier to understand and use, the update is intended to make certain that it complies with applicable statutory and case law and reflects contemporary zoning approaches and terminology.

A. **Prepare Draft General Plan Implementation Matrix/Memo (D&B).** Consultant will prepare a summary matrix of General Plan policies and programs related to land use regulation, development, form and character, and design standards, and identify how they can be implemented with amendments to zoning provisions including use regulations, development and design standards, performance standards, development review procedures, incentives, or other regulations or guidelines. The matrix will be accompanied by a short narrative that identifies approaches to addressing General Plan/Zoning consistency issues.

- **Review Memo with Staff (D&B).** City staff comments on the General Plan/Zoning consistency memo will be discussed in a conference call, and will guide subsequent work.
- **Technical Review (D&B).** Conduct a technical review of the City's existing zoning regulations, counter handouts, Staff reports and procedures. Review current conditions and evaluate the utility of best practices and innovative ordinance types in use by other cities. Staff will provide a representative set of recent projects, including staff reports, a list of technical zoning issues related to the scope of work for this task, and a sample of variances granted and standard conditions imposed on various types of projects for the past three years.
- **Code User Interviews (D&B).** Prepare for and participate in one day of code user interviews. City staff will be responsible for identifying and coordinating interviews with code users (property owners, developers, architects, etc.). With concurrent small group interviews up to 20 code users could participate in this process. Issues identified by code users that relate to the focus of the update will be classified and sorted to identify common themes and shared concerns, summarized in a short memorandum.
- **Annotated Outline for Zoning Amendments (D&B).** Based on discussions with City staff, technical review, and code user interviews, prepare an annotated outline of the proposed Zoning Amendments, highlighting the recommended approach to implementing General Plan policies and responding to stakeholder concerns.
- **Planning Commission Workshop (D&B).** Prepare for and conduct a workshop with the Planning Commission to present and discuss the major issues identified by code users and

review recommendations for addressing gaps and problem areas in the existing regulations and achieving consistency with the General Plan through the proposed Code amendments. The presentation will include photographs and graphics of opportunities to address specific issues in Carson as well as examples of how peer communities may have resolved similar issues.

B. Draft Zoning Amendments (D&B). Based on the technical analysis and feedback from the workshop, Consultant will prepare three or four modules of draft Code amendments for City staff and Planning Commission review. Each of the modules will be reviewed with staff and revised as necessary for presentation to the Planning Commission. The Commission meetings could be preceded by community open houses to answer questions about the module in an informal setting. The modules will propose amendments along with any tables and graphic illustrations that are deemed appropriate to help users understand the use regulations and district standards.

- *Module 1: Base and Overlay District Use Regulations and Development Standards.* Purpose statements will be prepared for the zoning districts building on the purposes expressed in Part 1, Division 3, of the existing code updated as needed to reflect the new General Plan. Existing districts will be retained if consistent with the General Plan land use designations, and new districts will be defined, as needed, to implement Plan policies. Consultant will replace use lists, introducing a more flexible system of “use classifications”, and then define the use regulations (permitted, conditional, accessory, and prohibited), pertaining to specific uses, and district-specific development standards. Consultant also will update provisions for accessory uses and special requirements for certain uses. To avoid duplication and ensure consistency, citywide site development standards and requirements for specific uses will be moved to Part 6.
- *Module 2: Citywide Regulations for Site Planning and General Development and Specific Uses.* This module will focus on development standards and use requirements that apply in some or all districts. This will include regulations for fences, walls, and hedges, trash and recycling areas, parking and loading areas, and water-efficient landscaping; performance standards for lighting, noise, odors, and hazardous materials; as well as requirements for establishing, designing, and operating certain specific uses. Topics may include, but are not limited to:
 - Accessory uses;
 - Accessory dwelling units;
 - Affordable housing, including density provisions in Chapter IV, and others that may be proposed to implement the Housing Element;
 - Alcohol sales;
 - Day care;
 - Drive-through facilities;
 - Large format (i.e. “big box”) retail;
 - Mobile home parks;
 - Nonconforming uses, including provisions in Part 8 of the existing code;
 - Recycling operations; and

- Residential care facilities.

Proposed changes to the citywide regulations will include revisions necessary to implement the new General Plan as well as to address City staff and community concerns about “problem” uses and provisions that are inconsistent with State and federal law. Revisions to parking and loading and transportation demand management regulations, which will be undertaken as part of the development of the Carson Neighborhood Mobility Plan, are specifically excluded from this module.

- *Module 3: Administrative Procedures and Definitions.* Consultant will evaluate and consolidate all of the existing provisions that govern how the City administers its zoning regulations. This work will address requirements that appear in Part 7 as well as those in other parts of the existing Code and is intended not only to ensure that review and approval criteria reflect General Plan policies but also to make it easier for users to find and understand procedures. Procedures for citizen participation in the development review process will also be evaluated. Definitions will be updated and like terms will be grouped under headings to facilitate understanding of differences among terms. This module will include preparation of a set of rules for measurement that will be included in Part 1 to establish a common methodology for determining grade, building height, floor area, and setbacks and making other calculations the Code requires.
- *Module 4: Subdivision Regulations and Dedications.* This work would include identification of gaps in the existing provisions of Chapters 2 and 3 of Article IX as well as incorporation of provisions in Part 6, Division 1, of the current code for Street Dedication and Improvement. Changes may relate to improvement and design standards needed to implement the new General Plan’s design concepts.
- *Module 5: Signs.* Depending on the extent of revisions the City wants to make to the sign regulations in Part 6, Division 7, of the existing Code, Signs can be included in Module 2 or as a separate module. The emphasis of this work would be on ensuring consistency with recent developments in case law. If the City desires additional changes, especially to expand the scope or specificity of the regulations for on-site signage in a manner that would make the Code more restrictive, State law (Business and Professions Code Division 3, Chapter 2.5, Section 5491.1) requires an inventory of all illegal or abandoned signage. The cost of such an inventory is not included in the proposed budget.

The recommended amendments will be designed to maximize ease of understanding through the use of tables and graphics, integrated with development and site planning standards, consistent with General Plan density/intensity standards, and coordinated with State and federal law. In order to provide greater flexibility and to facilitate maintenance, the Guidelines are proposed as a stand-alone document but Module 3 would include amendments to the Zoning Code establishing a design review program and provisions explaining how and when the guidelines are used as part of the development review process.

- C. **Public Review Draft Zoning Amendments (D&B).** Consultant will review all staff comments on the modules of draft amendments and then prepare the Public Review Draft Zoning Amendments. A Users’ Guide to the Amendments also will be prepared to facilitate public review and Commission discussion. Meetings and/or conference calls with City staff will be scheduled to review outstanding issues.
- D. **CEQA Review/Negative Declaration (City Staff).** The draft amendments will merely implement the General Plan, comprehensive environmental assessment of which will be carried out at the time of General Plan adoption. Therefore, an Initial Study/Negative Declaration should

suffice.

- E. **Adoption Hearings (D&B).** Consultant will attend, prepare materials for, and make formal presentations at one Planning Commission and one City Council meeting. Attendance at additional meetings, study sessions and workshops would be an additional service.
- F. **Final Zoning Amendments (D&B).** Based on City Council action and final text changes provided by City staff, Consultant will prepare the final Zoning Amendments.

Meetings	Products
Code user interviews Planning Commission Workshop Planning Commission Hearing City Council Hearing	Zoning Implementation Matrix/ Memorandum Summary of Code user interviews Annotated Outline of Zoning Amendment Modules of Draft Zoning Amendments for City staff review #1: Base and Overlay District Use Regulations and Development Standards #2: Citywide Regulations for Site Planning and General Development and Specific Uses #3: Administrative Procedures and Definitions #4: Subdivision Regulations and Dedications #5: Signs Public Review Draft Zoning Amendments Adopted Zoning Amendments

TASK 9: HEARINGS AND ADOPTION

Objective: The objective of this task is to conduct public review and successfully take the Draft General Plan and related environmental documentation through the public hearing process. Following public review by the City Council, documents will be revised to incorporate specific text and diagram changes made by the City Council for adoption.

- A. **Newsletter #4 (D&B).** The fourth and final newsletter will present the public review draft plan and EIR, and announce the final workshop/open house. The newsletter will be formatted for mail and/or electronic distribution, and can be translated into Spanish if desired.
- B. **Public Hearings (D&B).** The draft General Plan will be presented at hearings before the Planning Commission and City Council. It is assumed that two meetings are required at both the Planning Commission and City Council. Consultant will closely coordinate with City staff prior to the hearings to ensure that our presentations respond to specific questions and issues likely to be encountered during the hearings.
- C. **Prepare City Council-Approved Plan Update (D&B).** Following adoption, Consultant will prepare the final versions of the General Plan, incorporating the final direction from the City Council. The City will be provided with ten full-color hard copies of the final documents and a

PDF version on CD, as well as electronic versions suitable for posting on the City's website.

- D. Prepare Final Implementation Program (D&B).** After adoption of the General Plan, the implementation manual will be finalized.

<i>Meetings</i>	<i>Products</i>
Planning Commission Hearings (2) City Council Hearings (2)	Newsletter #4 Hearing Draft General Plan Adopted General Plan Final Implementation Program

Assumptions

Consultant's Scope of Services and budget is based on the following assumptions:

- *Meeting Attendance.* The budget assumes attendance at meetings as shown in the Scope of Work. Meetings with City Staff will occur as needed throughout the planning process during Consultant's visit to Carlson for other meetings, or over the phone. All meetings are assumed to be attended by Dyett & Bhatia, with subconsultant attendance as noted or as required. Costs of additional meeting attendance would be on a time and materials basis if requested; such costs are not included within the guaranteed maximum fee.
- *Consolidated Comments and Direction.* City staff will provide a single set of consolidated comments on the review drafts of all documents. Unless otherwise specified in the Scope of Work each product will be finalized following one round of staff review; additional iterations and reviews will be considered additional service.
- *Final EIR Effort.* Because the effort to prepare the Final EIR (Response to Comments on the Draft EIR) is not predictable in advance, our budget assumes that 158 hours of Consultant team time will be sufficient for this task.
- *Printing and Electronic Documents.* Unless otherwise specified in the Scope of Services, as single electronic copy will be provided of all interim and final deliverables; City shall be responsible for printing and distribution. Needed electronic files will be provided both in high-resolution format for printing as well as low-resolution for posting on the City's website. Consultant shall also provide native (such as Adobe InDesign) files of products to the City upon completion of the work.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

A. Task 1

1. Meetings: Kick-off meeting and tour with staff

2. Products: Base Map; Public Participation Program; Draft and Final Branding and Logo, Project Website

B. Task 2

1. Meetings: GPAC (1); Kickoff joint workshop with Planning Commission and City Council; Stakeholder Interviews (up to 16); Online Engagement Community Workshop #1; Additional Outreach Meetings (up to 10)
2. Products: Newsletter 1; Stakeholder interview memorandum; Community workshop memorandum; Press Releases and Marketing Material; Community Vision & Guiding Principles

C. Task 3

1. Meetings: GPAC (2); City Council (or joint with Planning Commission) Study Session
2. Products: Demographic and Economic Analysis (folded into Existing Conditions, Opportunities, and Challenges Report); Memo on Multifamily Demand Analysis; Memo on Fiscal Analysis; Existing Conditions, Opportunities, and Challenges Report (Draft and Final)

D. Task 4

1. Meetings: GPAC (1); Citywide Workshop #2; Online Engagement/Survey on Alternatives; Planning Commission Study Session; City Council Study Session
2. Products: Preliminary and Refined Alternatives; Draft and Final Alternatives Report (including fiscal and transportation evaluation); Newsletter #2; Workshop and Online Engagement Results Memorandum

E. Task 5

1. Meetings: GPAC (2); Planning Commission Study Session; City Council Study Session
2. Products: Preliminary Preferred Plan; Newsletter #3; Draft and Final Recommended Preferred Plan and Key Policies

F. Task 6

1. Meetings: GPAC (up to 3); Workshop #3 – Open House on Draft Plan; Online Engagement

2. Products: Administrative Draft General Plan; Implementation and Monitoring Program; Public Review Draft General Plan; Summary of Open House Comments

G. Task 7

1. Meetings: Scoping Meeting; Planning Commission (1)
2. Products: Notice of Preparation; Administrative Draft EIR; Notice of Completion; Draft EIR and Technical Appendices; Administrative Draft Final EIR; Final EIR

H. Task 8

1. Meetings: Code user interviews; Planning Commission Workshop; Planning Commission Hearing; City Council Hearing
2. Products: Zoning Implementation Matrix/ Memorandum; Summary of Code user interviews; Annotated Outline of Zoning Amendment; Modules of Draft Zoning Amendments for City staff review (#1: Base and Overlay District Use Regulations and Development Standards; #2: Citywide Regulations for Site Planning and General Development and Specific Uses; #3: Administrative Procedures and Definitions; #4: Subdivision Regulations and Dedications; #5: Signs); Public Review Draft Zoning Amendments; Adopted Zoning Amendments

I. Task 9

1. Meetings: Planning Commission Hearings (2); City Council Hearings (2)
2. Products: Newsletter #4; Hearing Draft General Plan; Adopted General Plan; Final Implementation Program

III. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

IV. Consultant will utilize the following personnel/subconsultants to accomplish the Services:

- A. Dyett & Bhatia, Urban and Regional Planners: Rajeev Bhatia & Sophie Martin
- B. Environmental Science Associates, Environmental Consultants: David Cook and Heidi Rous
- C. Fehr & Peers, Transportation: John Muggridge & Miguel Nunez

- D.** HR&A Advisors, Economic Strategy and Fiscal Modeling: Armitabh Barthakur & Paul Silvern
- E.** Arellano Associates, Public Outreach and Facilitation: Yesenia Arias & Celeste Flores-Milam

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

I. Section 1.1, Scope of Services, will read as follows:

1.1 Scope of Services

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant shall follow the highest professional standards in performing the work and services required hereunder. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized in the industry for similar work under similar circumstances.

II. Section 1.5, Familiarity with Work, will read as follows:

1.5 Familiarity with Work.

By executing this Agreement, Consultant represents that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant represents that Consultant has or will visually observe the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

III. Section 2.3, Reimbursable Expenses, will read as follows:

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual Consultant or subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

Section 3.1, Time of Essence, will read as follows:

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement. However, City recognizes that the Consultant's performance must be governed by sound professional practices.

Section 3.4, Term, will read as follows:

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding three (3) years from the date hereof, or at completion of the Services, whichever is later, except as otherwise provided in the Schedule of Performance (Exhibit "D").

Section 4.5, Prohibition Against Subcontracting or Assignment, will read as follows:

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

The City approves of the following subcontractors to perform the following services:

- ESA: Environmental Science Associates, Environmental Consultants: David Cook and Heidi Rous. ESA shall be responsible for preparing the Environmental Impact Report and background environmental information.
- F&P: Fehr & Peers, Transportation: John Muggridge & Miguel Nunez. F&P shall lead transportation planning efforts for the assignment.
- HR&A: HR&A Advisors, Economic Strategy and Fiscal Modeling: Armitabh Barthakur & Paul Silvern. HR&A shall perform multifamily market demand, and fiscal analysis.
- AA: Arellano Associates, Public Outreach and Facilitation: Yesenia Arias & Celeste Flores-Milam. AA shall assist with community outreach and public meetings.

Section 5.1, Insurance Coverages, will read as follows:

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for limited contractual liability. The insurance must be maintained for at least 3 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 3-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

Section 5.2, General Insurance Requirements, will read as follows:

5.2 General Insurance Requirements.

All of the above policies of insurance except Worker's Compensation and Professional Liability policies shall be primary insurance and shall name the City, its elected and appointed

officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured except Worker's Compensation and Professional Liability policies (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]

Consultant Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. Consultant shall provide appropriate insurance certificates, in a format acceptable to the City, prior to commencement of work. The Consultant agrees that the requirement to provide insurance shall

not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

Section 6.4, Confidentiality and Release of Information, will read as follows:

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer, unless such disclosure is required pursuant to a court order.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

Section 5.3, Indemnification, is amended to read as follows:

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold

and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity to the extent caused by the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(e) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith. Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities to the extent caused by the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(f) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims resulting from the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

Section 8.2, Conflict of Interest, will read as follows:

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further represents that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express

written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant represents that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at the following rates:

	Phase/Task	Time (from Project Start to Completion)	Sub-Budget
	Phase I: Project Initiation, Visioning, and Issue Identification	7 Months	\$256,133
1.	Project Initiation	3 Months	\$34,876
2.	Visioning and Issue Identification	6.5 Months	\$73,331
3.	Existing Conditions, Trends, and Opportunities Assessment	7 Months	\$147,926
	Phase II: Options and Strategies	14.5 Months	\$220,187
4.	Alternatives	11.5 Months	\$144,067
5.	Preferred Plan	14.5 Months	\$76,120
	Phase III: Draft and Final Documents	28 Months	\$633,874
6.	Draft General Plan	20 Months	\$155,132
7.	Draft and Final EIR	23 Months	\$203,495
8.	Planning and Zoning Code Update	28 Months	\$249,500
9.	Hearings and Adoption	25.5 Months	\$25,747
	TOTAL	28 Months	\$1,110,194

- II. A retention of five percent (5%) shall be held from each payment as a contract retention, with retention of each Phase to be paid upon satisfactory completion of each Phase of service, as outlined above, or upon termination of contract. The retention shall also be paid should the City abandon the project, suspend work for more than four months for matters unrelated to Consultant performance, choose not to undertake any remaining portions of the Scope of Services, or not adopt the resultant General Plan or Zoning Ordinance.**

- III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.**
- IV. The City will compensate Consultant for the Services performed upon submission of a valid invoice, subject to Section 2.4. Each invoice is to include:**
 - A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.**
 - B. Line items for all materials and equipment properly charged to the Services.**
 - C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.**
 - D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**
- V. The total compensation for the Services shall not exceed \$1,110,194 if City does not exercise the option to prepare TDM or Parking Regulations or Design Guidelines, or \$1,164,694 if the City does exercise the option to prepare TDM or Parking Regulations or Design Guidelines, as provided in Section 2.1 of this Agreement.**
- VI. Consultant's billing rates for all personnel and budget breakdown by team member are attached as Exhibit "C-1."**
- VII. Should the project extend for more than three years through no fault of Consultant, compensation for the remaining work in the Scope of Services shall reflect increase in cost of services, calculated using the California CPI; provided that the cost of the remaining services shall not increase by more than 3% annually. Any increase in compensation is subject to the limitations of Section 1.8.**

EXHIBIT "C-1"
SCHEDULE OF RATES

<i>Firm & Position</i>	<i>Hourly Rate</i>
Dyett & Bhatia	
Partner in Charge	\$225
Participating Partner	\$200-225
Associate Principal	\$175-190
Senior Associate	\$150
Associate	\$135
Planner II	\$125
Planner/Urban Designer I	\$105
Senior GIS Specialist	\$125
Graphic Designer	\$90
Project Assistant	\$80
Fehr & Peers	
Principal in Charge	\$250
Project Manager	\$155
Engineer/Planner	\$130
Graphics/Support	\$130
Arellano Associates	
Project Manager	\$136
Project Coordinator	\$69-84
Assistant Project Coordinator	\$35
Environmental Science Associates	

Acoustics Director	\$250
Cultural Resources Director	\$230
Director I	\$200
EIR Strategist/Managing Associate	\$190
Technical Leads	\$180
Associate Biologist	\$130
Associate Historic/Archaeologist/AQ	\$120
Publications	\$115
Admin/GIS/Noise Field Technician	\$95
HR&A	
Partner	\$330-331
Principal	\$300
Analyst	\$160

Hourly rates may be adjusted annually, provided the Contract Sum is not exceeded.

SCHEDULE OF COMPENSATION BY FIRM

	Dyett & Bhatia	Fehr & Peers	Arellano Associates	ESA	HR&A	Total
<i>Phase and Task</i>						
Phase I: Project Initiation, Visioning, and Issue Identification						
1. Project Initiation	\$ 17,765	\$ 8,875	\$ 3,156	\$ -	\$ 5,080	\$ 34,876
2. Visioning and Issue Identificaiton	38,705	-	32,166	-	2,460	73,331
3. Existing Conditions, Trends, and Opportunities Assessment	74,210	31,001	-	14,185	28,530	147,926
Phase II: Options and Strategies						
4. Alternatives	77,825	27,540	10,790	-	27,912	144,067
5. Preferred Plan and Key Goals	45,150	18,220	-	-	12,750	76,120
Phase III: Draft and Final Documents						
6. Draft General Plan	102,530	32,650	13,600	710	5,642	155,132
7. Draft and Final EIR	44,880	25,055	-	133,560	-	203,495
8. Planning and Zoning Code Update	249,500	-	-	-	-	249,500
9. General Plan Hearings and Adoption	19,880	1,867	-	4,000	-	25,747
TOTAL	670,445	145,208	59,712	152,455	82,374	1,110,194

Sub-budgets may be reallocated between tasks and firms, provided the Contract Sum is not exceeded.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all Services timely in accordance with the following schedule:**

SEE EXHIBIT "D-1"
- II. Consultant shall deliver the following tangible work products to the City by the following dates.**

SEE EXHIBIT "D-1"
- III. The Contract Officer may approve extensions for performance of the Services in accordance with Section 3.2.**

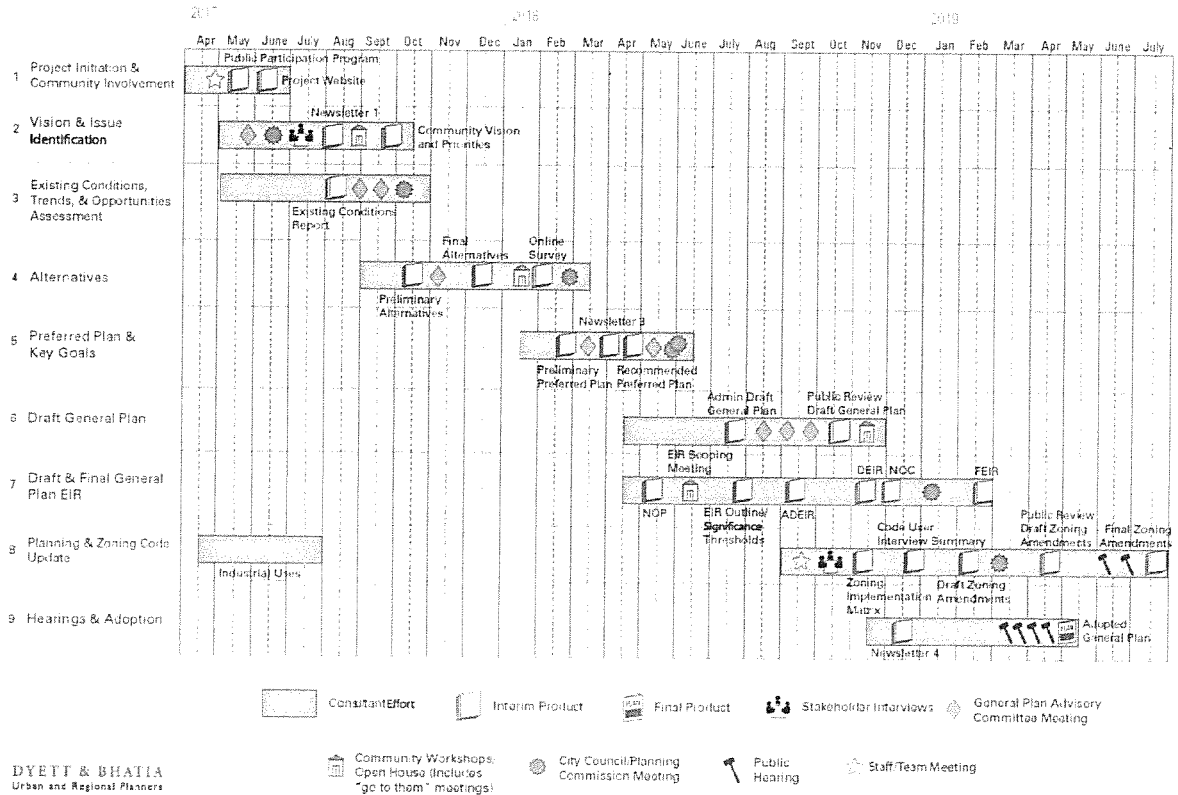
EXHIBIT "D-1"

SCHEDULE OF PERFORMANCE

Schedule

Carson General Plan Update

14.06.2017





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/13/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 CorRisk Solutions 225 W. Washington St. Suite 1560 Chicago, IL 60606	CONTACT NAME	Karen Bronson	
	PHONE (A/C, No, Ext)	312-263-4218	FAX (A/C, No, Ext)
	E-MAIL ADDRESS	kbronson@corriskolutions.com	
	INSURER(S) AFFORDING COVERAGE		
INSURED Dyett & Bhatia, Urban and Regional Planners 755 Sansome Street, Suite 400 San Francisco, CA 94111	INSURER A:	New Hampshire Insurance Company	NAIC # 23841
	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	ADD'L INSRD	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"/> PROJECT <input type="checkbox"/> LOC			DOES NOT APPLY			EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & AND INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input 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			DOES NOT APPLY			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 <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			DOES NOT APPLY			EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		DOES NOT APPLY			WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	Professional Liability			064991971-00	08/01/16	08/01/17	Per Occurrence: \$2,000,000 Annual Aggregate: \$2,000,000

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

Carson General Plan

CERTIFICATE HOLDER**CANCELLATION**

City of Carson 701 East Carson Carson, CA 90745	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 

6/12/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Dealey, Renton & Associates P. O. Box 12675 Attn: KXC Oakland, CA 94604-2675 510 465-3090		CONTACT NAME: PHONE (A/C, No, Ext): 510 465-3090 FAX (A/C, No): 510 452-2193 E-MAIL ADDRESS: nbarrett@dealeyrenton.com															
INSURED Dyett & Bhatia, Urban and Regional Planners 755 Sansome Street, Suite 400 San Francisco, CA 94111		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Sentinel Insurance Co. LTD</td> <td>11000</td> </tr> <tr> <td>INSURER B: Hartford Accident & Indemnity</td> <td>22357</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Sentinel Insurance Co. LTD	11000	INSURER B: Hartford Accident & Indemnity	22357	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. <input type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		57SBWUZ6211	05/16/2017	05/16/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		57UEGIG7596	05/16/2017	05/16/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> 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 \$10000		57SBWUZ6211	05/16/2017	05/16/2018	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
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	57WEGGE6914	07/01/2017	07/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

General Liability policy excludes claims arising out of the performance of professional services.

Re: All operations of the named insured - City Of Carson, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are named as additional insured as respects general and automobile liability for claims arising from the operations of the named insured. Primary and Non Contributory applies to the general liability and automobile liability policies. Severability of Interest (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City Of Carson
 701 East Carson
 Carson, CA 90745

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

Naomi M. Barrett

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DESCRIPTIONS (Continued from Page 1)

applies to the general liability policy. Waiver of Subrogation applies to the Worker's compensation policy. Cancellation: 30 Day/10 Day for Non-Payment of Premium.

BUSINESS LIABILITY COVERAGE FORM

QUICK REFERENCE
BUSINESS LIABILITY COVERAGE FORM
READ YOUR POLICY CAREFULLY

BUSINESS LIABILITY COVERAGE FORM

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BUSINESS LIABILITY COVERAGE FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. 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 C. - Who Is An Insured.

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

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

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

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

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

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

- b. This insurance applies:

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

- (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (b) The "bodily injury" or "property damage" occurs during the policy period; and
 - (c) Prior to the policy period, no insured listed under Paragraph 1. of Section C. - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- (2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.
- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section C. - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

BUSINESS LIABILITY COVERAGE FORM

- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- e. **Incidental Medical Malpractice**

- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
 - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
 - (b) You are not engaged in the business or occupation of providing such services.
- (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:
- (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

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

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

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

- (1) All expenses we incur.
- (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
- (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
- (5) All costs taxed against the insured in the "suit".
- (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

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

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

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

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

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

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

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

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

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

b. Contractual Liability

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

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

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

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

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(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and
- (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

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

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; 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 (1) above.

This exclusion applies:

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

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

f. Pollution

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this 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.

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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 or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

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

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

j. Professional Services

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

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

(8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;

(9) Any:

(a) Body piercing (not including ear piercing);

(b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and

(c) Similar services;

(10) Services in the practice of pharmacy; and

(11) Computer consulting, design or programming services, including web site design.

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

k. Damage To Property

"Property damage" to:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

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

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

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

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

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

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

l. Damage To Your Product

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

m. Damage To Your Work

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

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

n. Damage To Impaired Property Or Property Not Physically Injured

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

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

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

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o. Recall Of Products, Work Or Impaired Property

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

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

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

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of 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

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

(c) Title of any literary or artistic work;

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

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

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

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;

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

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

- (12) Arising out of:

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

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- (13) Arising out of a violation of any anti-trust law;
- (14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or
- (15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. 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".

r. Employment-Related Practices

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

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

This exclusion applies:

- (1) Whether the 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.

s. Asbestos

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:

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

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

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

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

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

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

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2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

- a. **Any Insured**
To any insured, except "volunteer workers".
- b. **Hired Person**
To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. **Injury On Normally Occupied Premises**
To a person injured on that part of premises you own or rent that the person normally occupies.
- d. **Workers' Compensation And Similar Laws**
To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. **Athletics Activities**
To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.
- f. **Products-Completed Operations Hazard**
Included with the "products-completed operations hazard".
- g. **Business Liability Exclusions**
Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

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

- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

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

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

- (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
- If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.
- (2) "Property damage" to property:
 - (a) Owned, occupied or used by,

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

b. Real Estate Manager

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

c. Temporary Custodians Of Your Property

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

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

d. Legal Representative If You Die

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

e. Unnamed Subsidiary

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

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

3. Newly Acquired Or Formed Organization

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

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" 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. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons 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 person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

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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, or the issuance of the permit.

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

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

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

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

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (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 Subparagraphs (d) or (f); or
- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
 This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) 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.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not 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:
 - (a) In the performance of your ongoing operations;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, 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:

BUSINESS LIABILITY COVERAGE FORM

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

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

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

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

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

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

2. Aggregate Limits

The most we will pay for:

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

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

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

3. Each Occurrence Limit

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

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

4. Personal And Advertising Injury Limit

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

5. Damage To Premises Rented To You Limit

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

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

6. How Limits Apply To Additional Insureds

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

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

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

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

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

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

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

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

a. Notice Of Occurrence Or Offense

You or any additional insured 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 a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

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

d. Obligations At The Insured's Own Cost

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

e. Additional Insured's Other Insurance

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

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

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This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

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

- 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 Form unless all of its terms have been fully complied with.

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

5. Separation Of Insureds

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

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

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

7. Other Insurance

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

a. Primary Insurance

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

b. Excess Insurance

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

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk 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 A. – Coverages.

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

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.

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

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

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

That is other insurance available to an additional insured.

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

(a) Primary Insurance When Required By Contract

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

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

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

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

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

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

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

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

c. Method Of Sharing

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

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

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. This condition does not apply to Medical Expenses Coverage.

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

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

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor of Leased Equipment, but only with respect to 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(s) or organization(s).

- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that 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.

6. Additional Insured - State Or Political Subdivision - Permits

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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 in the "product-completed operations" hazard.

7. Additional Insured – Vendors

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - 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".

- b. The insurance afforded to the vendor is subject to the following additional exclusions:

- (1) This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, unless 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 Subparagraphs (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.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.

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This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, 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 for the additional insured(s); or
- (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an 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 failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES 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;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. 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 semi-trailer 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.

6. "Coverage territory" means:

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- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above;
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication
- provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.
7. "Electronic data" means information, facts or 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.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section D. – Liability and Medical Expenses Limits of Insurance.
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement; or
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, 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:

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- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
- (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
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;

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- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the 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" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
19. "Products-completed operations hazard";
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

- b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

- (2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who:

- a. Is not your "employee";

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- 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.