

SECOND AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES

THIS SECOND AMENDMENT AGREEMENT is dated for identification this 1ST day of August 2021 and is made by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and Mintier Harnish, LP, ("Consultant"), whose address is 1415 20th Street, Sacramento, CA 95811. This Agreement is made with reference to the following facts.

RECITALS

- A. The Town and Consultant entered into an Agreement dated July 9, 2018 to provide Consultant Services for preparation of the General Plan update and Environmental Impact Report (Exhibit A).
- B. The Town and Consultant entered into a First Amendment Agreement dated August 1, 2020 to extend the term to July 31, 2021.
- C. The Town desires to extend the Agreement to March 31, 2022.

AMENDMENT

- 1. Time of Performance of the Second Amendment Agreement is hereby amended to provide that the term of the Agreement is for the period of August 1, 2021 through March 31, 2022.
- 2. All other terms and conditions of the Agreement dated July 9, 2018, remain in full force and effect.

IN WITNESS WHEREOF, the Town and Consultant have executed this Second Amendment Agreement as of the date indicated above.

Town of Los Gatos:

DocuSigned by:
 8/25/2021
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Laurel Prevetti, Town Manager

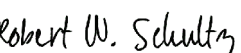
Consultant:


jim harnish (Aug 20, 2021 14:30 PDT)
Jim Harnish,
Mintier Harnish, LP

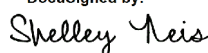
Department Approval:

DocuSigned by:
 8/25/2021
5035A0632FE1477...
Joel Paulson, Community Development Director

Approved as to Form:

DocuSigned by:
 8/25/2021
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ROBERT SCHULTZ, Town Attorney

Attest:

DocuSigned by:
 8/26/2021
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SHELLEY NEIS, CLERK, CPMC, Town Clerk

AGR 18.165
IHH _____**AGREEMENT FOR CONSULTANT SERVICES**

THIS AGREEMENT is dated for identification this 9th day of July 2018 and is made by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and Mintier Harnish, LP, ("Consultant"), whose address is 1415 20th Street, Sacramento, CA 95811. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 Town desires to engage Consultant to provide Consultant Services for preparation of the General Plan update and Environmental Impact Report.
- 1.2 Consultant represents and affirms that they are qualified and willing to perform the desired work pursuant to this Agreement
- 1.3 Consultant warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Consultant acknowledges Town has relied upon these warranties to retain Consultant.

II. AGREEMENTS

- 2.1 Scope of Services. Consultant shall provide the services as described in the Scope of Services attached as Exhibit A-1 and the schedule attached as Exhibit A-2.
- 2.2 Term and Time of Performance. This contract will remain in effect from the date of execution through July 31, 2020.
- 2.3 Compliance with Laws. Consultant shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state, and local laws. Consultant represents and warrants to Town that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.4 Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
- 2.5 Information/Report Handling. All documents furnished to Consultant by the Town and all reports and supportive data prepared by the Consultant under this Agreement are the Town's property and shall be delivered to the Town upon the completion of Consultant's services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Consultant shall not make any of these documents or information available to any

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individual or organization not employed by, or under contract with, the Consultant or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at Town's risk, unless Consultant expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.

- 2.6 Compensation. Compensation for Consultant's professional services **shall not exceed the \$1,174,975** inclusive of all costs. Payment shall be made against tasks at costs as set forth in Exhibit B Fee Schedule. Consultant shall be compensated for services in addition to those described in Exhibit A-1 only if Consultant and Town execute a written amendment to this Agreement describing the additional services to be performed and the compensation to be paid for such services. Fees for additional services will be allocated from the ten percent contingency identified on Exhibit B Fee Schedule.
- 2.7 Flexibility. As noted in Exhibit B Fee Schedule, the distribution of hours between firms, staff categories, and tasks are an estimate. While the total costs shall not exceed amount in Section 2.6 above, the distribution of hours/costs may vary depending on actual execution.
- 2.8 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed, by whom, at what rate, and on what date.

Payment shall be net thirty (30) days. All invoices and statements to the Town shall be addressed as follows:

Invoices:

Town of Los Gatos
Attn: Accounts Payable
P.O. Box 655
Los Gatos, CA 95031-0655

- 2.9 Availability of Records. Consultant shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Consultant shall make these records available to authorized personnel of the Town at the Consultant's offices during business hours upon written request of the Town.
- 2.10 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Consultant. No portion of these services shall be assigned or subcontracted without the written consent of the Town.

- 2.11 Independent Contractor. It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Consultant may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Consultant agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Consultant shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Consultant or is based on allegations of Consultant's negligent performance or wrongdoing.
- 2.12 Conflict of Interest. Consultant understands that its professional responsibilities are solely to the Town. The Consultant has and shall not obtain any holding or interest within the Town of Los Gatos. Consultant has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Consultant warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Consultant shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.
- 2.13 Equal Employment Opportunity. Consultant warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Consultant nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

III. INSURANCE AND INDEMNIFICATION

- 3.1 Minimum Scope of Insurance.
- i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage.

- ii. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy insuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- iii. Consultant shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Consultant agrees that all certificates and endorsements are to be received and approved by the Town before work commences.
- iv. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than one million dollars (\$1,000,000) which is sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.

General Liability

- i. The Town, its officers, officials, employees, and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant; and premises owned or used by the Consultant. This requirement does not apply to the professional liability insurance required for professional errors and omissions.
- ii. The Consultant's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees, and volunteers. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.
- iv. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- 3.2 All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has

been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.

- 3.3 Workers' Compensation. Consultant shall maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town. Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees.
- 3.4 Indemnification. The Consultant shall save, keep, hold harmless, and indemnify and defend the Town its officers, agent, employees, and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Consultant, or any of the Consultant's officers, employees, or agents or any subconsultant.

IV. GENERAL TERMS

- 4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
- 4.2 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.
- 4.3 Termination of Agreement. The Town and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Consultant shall deliver to the Town all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, Town shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.
- 4.4 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Consultant.
- 4.5 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.

- 4.6 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

To Town:

Joel Paulson
Community Development Director
Town of Los Gatos
110 E. Main Street
Los Gatos, CA 95030
Fax: (408) 354-7593
Phone: (408) 354-6879
E-mail: jpaulson@losqatosca.gov

To Consultant:

Jim Harnish
Mintier Harnish
1415 20th Street
Sacramento, CA 95811

Phone: (916) 446-0522
E-mail: jim@mintierharnish.com

or personally delivered to Consultant to such address or such other address as Consultant designates in writing to Town.

- 4.7 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect to the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.
- 4.8 Entire Agreement. This Agreement, including Exhibits A-1, A-2, and B, constitutes the complete and exclusive statement of the Agreement between the Town and Consultant. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

In WITNESS WHEREOF, the Town and Consultant have executed this Agreement.

Town of Los Gatos



Laurel R. Prevetti, Town Manager
Town of Los Gatos

Department Approval:



Joel Paulson
Community Development Director

Consultant:



Jim Harnish
Mintier Harnish, LP

Approved as to Form:



Robert W. Schultz
Town Attorney

Scope of Work

The following section provides our work program for the preparation of the Town of Los Gatos General Plan Update. This program is designed to respond to the scope items included in the Town's Request of Proposal (RFP) and provides for the formulation of a thoughtful and user-friendly General Plan and comprehensive program-level Environmental Impact Report (EIR) that can be used to streamline subsequent project-level proposals. The work program includes appropriate technical studies and community engagement opportunities that explore issues, opportunities, and solutions to guide the community to the year 2040.

In this work program, the term "Consultants" refers to members of the Consultant Team assembled for the project.

Details on community engagement activities are described under Task H, with placeholders shown under each task to show their relationship to the overall work program.

Task A Project Initiation

During this task, the Consultants will work with Town staff to lay the foundation for the General Plan Update, including developing tools to be used throughout the Update, meeting with the General Plan Advisory Committee (GPAC), the Planning Commission, and Town Council, and initiating the community engagement program.

Task A.1 Project Scoping Meeting, Kick-off Meeting, and Town Tour

The Consultants will meet with Town staff to discuss expectations for the schedule, process, and work products and to refine the scope of work to address Town comments.

Following execution of the contract, the Consultants and Town staff will hold a project kick-off meeting. This meeting will confirm roles and responsibilities, establish communication protocols, refine and detail the project schedule based on actual start date, and discuss the initial ideas and strategies for community engagement (which will be refined and documented under Task H.1). Immediately following the kick off, the Consultants will tour the community with Town staff to examine key issues and opportunities that will be addressed in the General Plan Update.

Task A.2 Assemble GIS Data and Prepare Base Maps

The Consultants will work with Town staff to confirm the Planning Area and gather and format information for a Geographic Information Systems (GIS) database covering the Planning Area. The Consultants will prepare base maps suitable for reports and display presentation, including establishing a uniform legend and title block.

During the project kick-off meeting (Task A.1), the Consultants will work with Town staff to identify and obtain existing GIS resources from the Town and other identified agencies with GIS data covering the Planning Area. We will develop new GIS data and maps consistent with Town protocols and data formats to ensure easy integration into the Town's information system. At the end of the project, the Consultants will provide the Town the native files of all original data as well as project-specific GIS layers modified or created by the Consultants for the General Plan Update.

As described in Task H.3, the Consultants will also present selected geographic data online using ESRI ArcGIS Online and/or ESRI Story Map.

Task A.3 Existing Data Collection and Compilation

Knowledge of existing conditions within the Town of Los Gatos will give the Consultants, and the community, a more thorough understanding of how the Town can move forward and what has changed since the last General Plan was prepared. At the beginning of the Update process, and prior to initiation of public engagement, the Consultants will compile (including native format files whenever possible) the following:

Applicable plans, studies, and analysis documents that currently exist within the various departments in the Town of Los Gatos that pertain to the General Plan. Documents may include, but are not limited to:

- General Plan
- Specific Plans
- Hazard mitigation plan
- Parks, open space, trails and recreation plans
- Municipal Code
- Any other pertinent information, documents, plans, and other items identified by Town Staff
- Applicable plans, studies, and analysis documents concerning Infrastructure and utilities
- Geographic information system (GIS) data
- Transportation plans

Pertinent information that is contained in these documents will be reviewed and used by the Consultants to develop the Existing Conditions Background Report (see Task B) that will be provided with the General Plan Update.

The Consultants will use and rely upon these existing resources to develop the General Plan and EIR information. The scope of work and budget are based on the availability and use of secondary data and the development of planning level qualitative assessments that are typical for a general plan update. This information will be supplemented with data collected by our team as described in Task B, Existing Conditions Background Report

GPAC Meeting #1 will be held during this task to facilitate data identification and collection (see Task H.5).

Engagement Activities During Task A:

- Task H.1: Community Engagement Strategy
- Task H.2: Branding and Project Logo
- Task H.3: Set Up Online Engagement
- Task H.4: Newsletter #1, General Plan Update Overview
- Task H-5: GPAC #1
- Task H-7: Community Workshop #1, Project Initiation
- Task H.8: Joint Study Session #1, Introduction to the General Plan Update

Products:

- Kick-off Meeting Summary (digital version)
- GIS Base Maps (digital version)

The term “digital version” is used in this scope of work as the provision of deliverables in both their native format for staff use (e.g., MS Word, MS Excel) and a PDF format that is both print ready and bookmarked for online use.

Task B Prepare Existing Conditions Background Report

During this task, the Consultants will compile information on existing conditions within the town and Planning Area organized by the topics to be covered in the General Plan Update. The Existing Conditions Background Report (Background Report) will focus on identifying and evaluating existing conditions and future trends that will influence the development of the General Plan Update, the EIR, and the future of the community.

Task B.1 Administrative Draft Background Report

The Consultants will prepare an Administrative Draft Background Report and submit it to Town staff for review and comment. The Report will highlight current conditions and trends, and identify future opportunities and constraints, which will lay the groundwork for subsequent policy development. The report will address, at a minimum, the topics described in the request for proposals (RFP), although some reorganization and combinations are proposed.

- Land Use
- Population, Employment, and Housing
- Circulation and Transportation
- Biological Resources
- Cultural Resources
- Economics
- Infrastructure
- Public Services
- Noise
- Air Quality
- Safety and Hazards
- Geology
- Hydrology and Water Quality

During this task, the Consultants will compile information on existing conditions within the Planning Area organized by the topics identified above. This assessment will not only support the development of goals, policies, and programs, but will also serve as the setting information sections in the EIR.

Compiling existing conditions information will involve reviewing existing and draft documents (e.g., existing General Plan elements, zoning, other plans, special studies, EIRs) and contacting appropriate agencies and organizations serving the community. The Existing Conditions Report will include maps, charts, graphs, and photographs to illustrate conditions and trends in an easy-to-read format. Each topic area of the report will address the following:

- Introduction to the topic;
- Key terms (as appropriate to topic);
- Regulatory setting outlining key Federal, State, and local regulations and policies that are pertinent to the topic;
- A summary of existing conditions and setting;
- A brief description of key constraints and opportunities; and
- References (i.e., document citations, websites, and personal communications).

Land Use. The Consultants will analyze the existing General Plan land uses and adopted plans that affect development in Los Gatos. The Consultant will map and analyze existing land uses based on available GIS and/or Assessor's data and identify opportunities and constraints for future development and reuse. The Consultants will also describe regional planning efforts affecting the town.

This section will also summarize the community character of Los Gatos neighborhoods and districts and the design characteristics of each. This will include describing architectural patterns, community gateways, and major geographic features that define the character of Los Gatos.

Population, Employment, Housing, and Fiscal Stability. The Consultants will examine the demographic, employment, and market demand data for different land uses, including retail, industrial, and office development. For the demographic information, the Consultants will use a combination of primary data from the U.S. Census of Population, the American Community Survey, the Local Employment Dynamics database, Association of Bay Area Governments (ABAG), and the California Department of Finance. This data, supplemented by information provided by Town staff, will include measures and trends such as population, housing characteristics, income distribution, educational attainment, ethnicity, commute patterns, and tenure.

We will prepare an overview of economic characteristics and analyze the recent employment trends to verify the leading sectors in the Los Gatos economic base. This analysis will address the types of office and light industrial uses that may be attracted to Los Gatos. For the local demand component, the Consultants will analyze the retail market in Los Gatos, including household demand, business-to-business transactions, and visitor spending. Using sales data provided by the Town sales tax audit firm, we will prepare the retail leakage analysis and provide recommendations on potential commercial development opportunities. We will also prepare a projection of future market growth for Los Gatos based on anticipated household growth and trends in the regional market area. Based on this analysis, the Consultants will develop recommendations for strategic actions and policies to help support the town's retail sector and address potential market threats related to changing market conditions.

The Consultants will also look at the current job-housing balance and use the labor force data and commute patterns to assess housing needs. We will look at how the existing labor force patterns compare with the employment base. The distribution of occupational employment and labor force by occupation can serve as an indicator for the types of housing that the labor force and job base will demand. The Consultants will also identify the existing service levels for various institutions in Los Gatos, such as education and health care facilities, and compare them with other communities. This will help assess future needs, based on population and/or employment growth.

Based on the market analysis above and factoring in the potential supply of land for different uses (employment-generating and residential), we will produce a market projection that addresses future demand for different land uses, as well as forecasts that will identify a range of potential needs for different types of spaces.

The Consultants will also prepare an analysis of the Town budget and how land uses affect Town revenues and costs. This will provide a foundation for later fiscal analysis of land use alternatives or changes in development capacity through the General Plan process.

Circulation and Transportation (Mobility). The Consultants will compile data and information on the existing transportation system, including roadways, transit services, and bicycle and pedestrian facilities. The Consultants will prepare a detailed description accompanied with maps and graphics illustrating the roadway system, bicycle and pedestrian facilities, peak hour traffic counts, pedestrian/bicycle counts, and transit routes/stops. We will use available Census and travel survey data to describe the travel behavior of Los Gatos residents and employees. Federal, State, regional, and local regulations pertaining to multimodal circulation in Los Gatos.

The Consultants will review collision data available through the California Highway Patrol's SWITRS reports to identify specific "hot spots" that have experienced high rates of automobile, pedestrian, and/or bicyclist collisions.

The Consultants will determine existing intersection levels of service using the collected traffic volume data, intersection geometric configurations, and signal phasing (to be provided by the Town). The Consultants will conduct weekday AM and PM peak period traffic counts (vehicles, bikes, and pedestrians) for 10 key study intersections and 24-hour counts on 20 roadway segments (for informational purposes). We will develop the exact list of locations in cooperation with Town staff. To represent typical conditions, we will collect all data during a typical non-holiday weekday and while local schools are in session.

Using transit ridership data from VTA and input from Town staff, we will map key transit trip origins and destinations and used to assess connectivity of transit service. Transit operations will include the peak load factors for bus routes serving Los Gatos.

We will map key pedestrian and bicycle origins and destinations to assess the pedestrian and bicycle network completeness. We will identify gaps in the pedestrian and bicycle networks.

Biological Resources. The Consultant will summarize sensitive habitats, principal vegetation cover types, and special-status and endangered species. This will include primary source material from the Santa Clara Valley Habitat Plan, supplemented with limited windshield surveys and review of existing biology studies completed for the town.

Cultural Resources. The Consultant will summarize historic structures and locations and conduct archeological sensitivity analyses for both prehistoric and historic sites using records maintained at the regional information center and in published research papers. The Consultant will ensure that appropriate individuals are contacted with the surrounding Native American Tribes to ensure sensitive cultural resources are documented appropriately. This section will include areas for the protection of cultural resources consistent with recent State mandates (SB 18).

Economics. See Economics, Population, Employment, and Housing description, above.

Public Facilities, Services, and Infrastructure. The Consultant will summarize infrastructure, resources, services, and facilities related to: water supply and delivery, wastewater collection and disposal, stormwater drainage, solid waste and recycling, energy and telecommunications, law enforcement, fire protection, health care, schools and education, and government services. For each of the topical areas described, the Consultant will identify planned facility improvements and estimate future demands based on projected development compared to available capacity and planned improvements, identifying potential facility and/or service shortfalls. The Consultant will also assess if the General Plan must include information related to recent State mandates that require cities to identify service needs for unincorporated disadvantaged communities (SB 244).

Noise. The Consultant will review existing noise data, including recent EIRs and studies, and summarize the existing noise environment in Los Gatos resulting from major roadways and highways, and stationary noise sources and activities. The Consultant will also document existing noise-sensitive areas and sites. The Consultant will also summarize current information on ground vibration. The Consultant will also update existing noise contours based on the data collected during the noise monitoring survey and traffic data developed/collected.

Air Quality. The Consultant will summarize existing air quality conditions within Los Gatos and the nearby vicinity. This will specifically include the location of existing sensitive receptors and emission sources, existing mass emissions, ambient air quality concentration data from the most applicable monitoring station(s), attainment designations, and natural factors that relate to the transport and dispersion of air pollutants. This summary will include applicable Federal, State, and local regulations, as well as thresholds of significance recommended by Bay Area Air Quality Management District (BAAQMD) and rules for which compliance will be required.

Safety and Hazards (including Geology). The Consultant will summarize existing natural and manmade hazards. As part of this evaluation, the Consultant will summarize the geological environment and associated hazards. This section will address Seismic Hazard Zones (i.e., Seismic Hazards Mapping Act of 1990 and the Alquist-Priolo Earthquake Fault Zoning Act of 1972) and soil strength properties. The Consultant will describe major creeks, streams, and drainages, and will summarize the latest FEMA floodplain mapping to illustrate potential safety and development constraints. The Consultant will summarize urban and wildland fire risks, fire hazard risk areas, and fire protection resources. The Consultant will also summarize major users and producers of hazardous materials within or adjacent to the Town.

Hydrology and Water Quality. The Consultant will summarize sources of groundwater and surface water, water consumption rates, measures used to conserve water, and renewable water facilities and resources. This section will document potential pollution sources, areas susceptible to water quality degradation, and source issues and capacity constraints.

Greenhouse Gas Emissions and Climate Change Adaptation. The Consultants will prepare a climate change background report and existing GHG inventory that includes a discussion of climate change and how the General Plan Update should address this issue, including both the reduction of GHG emissions and climate change vulnerability and adaptation. The report will briefly summarize relevant background information regarding these topics and lay out a framework for the General Plan Update to address climate change, including how the General Plan can implement the existing Sustainability Plan (2012) to serve as a “plan for the reduction of GHG emission” to achieve streamlining benefits per Section 15183.5 of the State CEQA Guidelines.

- **GHG Emissions.** The Consultants will summarize relevant legislation and guidance regarding preparation of a GHG reduction strategy or climate action plan, including the five-step process of preparing an inventory (updates since the 2012 inventory was conducted) and forecasts (including through 2030 and the General Plan horizon year), setting new GHG targets, and developing updated and/or new GHG reduction measures.
The Consultants will also prepare an inventory of recent annual GHG emissions for communitywide activities within Los Gatos, building off of the data contained in the 2012 Sustainability Plan, using information provided by the Town, energy utilities, the traffic consultant, and other sources such as Plan Bay Area or other regional planning documents. The Consultants will prepare the inventory in accordance with established GHG inventory protocols that are appropriate for local municipalities (e.g., Local Government Operations Protocol [LGOP] and ICLEI Communitywide Protocol). The inventory will be focused primarily on emissions that are within the Town's jurisdictional control or influence. The inventory will not attempt to quantify emissions that are outside the scope of the effort, such as lifecycle/carbon footprint analysis or changes in carbon sequestration or storage in natural or working lands. The inventory will serve as the reference point from which emissions forecasts and reduction targets can be prepared during later phases of the project.
- **Climate Change Adaptation.** The Consultants will prepare a communitywide, planning-level climate change vulnerability assessment, using tools and methods established by the Governor's Office of Planning and Research (OPR), the California Natural Resources Agency (CNRA), and the California Energy Commission (CEC), including the Cal-Adapt web-based tool, the Adaptation Planning Guide, the 2017 General Plan Guidelines, and other resources. The assessment will examine the adverse effects of climate change relevant to Los Gatos, building on townwide work already completed as part of the Sustainability Plan and existing policies/programs contained in the existing Environment and Sustainability Element. Key issues that will be addressed include extreme heat, changes in precipitation and drought, increased risk of flooding and wildfire, and other impacts. The assessment will help inform SB 379 adaptation measures to be included in the General Plan Policy Document.

Healthy Communities. The Healthy Communities chapter will examine public health challenges facing Los Gatos and identify opportunities for improving health and well-being of residents through a variety of land use, transportation, and other built environment strategies. Our analyses will shed light on key public health issues impacted by the built environment including: obesity, chronic diseases, lack of physical activity and unhealthy eating, injuries, asthma, and health disparities. The Consultant will look at the impact of these issues on special populations such as children, youth, and seniors. The Consultant will also identify a set of healthy community indicators that will be used to describe community factors in Los Gatos that support or act as barriers to active and healthy lifestyles. The Consultant will use GIS maps and graphics to present these findings and illustrate the local "place-health" connections.

Environmental Justice. Community health, environmental justice, and social equity are emerging as important issues that communities are addressing in general plans. SB 1000 requires jurisdictions that have disadvantaged communities to adopt an environmental justice (EJ) element or incorporate EJ policies into their general plans. Based on a review of CalEnviroscreen 3.0, which is considered the default tool used to identify disadvantaged communities, there are not currently any areas identified that would require special treatment as part of the General Plan Update, but this fact will be documented as part of the Background Report.

Task B.2 Public Draft Background Report

Following review by Town staff, the Consultants will revise the Background Report and provide a Public Draft document for review with the GPAC, the Planning Commission, Town Council, and community (see Tasks H.9 and H.11).

Task B.3 General Plan Audit Report

An initial step in the update of the General Plan will be an assessment (audit) of the current General Plan. This assessment will look at the current plan and revisions and additions needed to address changes in State law, the new 2017 OPR General Plan Guidelines, and contemporary planning practice and content.

In addition to meeting current requirements and planning practice, we will also work with Town staff to evaluate the existing General Plan to determine what works, what does not work, and where the plan is not providing adequate or current guidance. This will be done using our proprietary General Plan Evaluation Tool. This Tool provides insights on the existing General Plan clarity; linkages to other plans; progress in achieving desired outcomes; and whether goals, policies, and actions should be carried forward, modified, or removed. The results of this review will be documented in a General Plan Audit Report.

Engagement Activities During Task B:

- Task H.3: Online Existing Conditions Story Map (digital version)
- Task H.9: GPAC Meeting #2, Review Existing Conditions Report
- Task H.10: Newsletter #2, Existing Conditions and Trends
- Task H.11: Joint Study Session #2, Review Existing Conditions Report

Products:

- Administrative Draft Background Report (8 hard copies and digital version)
- Public Draft Background Report (30 hard copies, CD, and digital version)
- General Plan Audit Report (digital version)

Task C Identify Issues, Opportunities, and Constraints

The objective of this task will be to work with the community on the identification of the issues, opportunities, and constraints that should be addressed as part of the General Plan Update. The items to be addressed will be identified by:

- Items identified by the Town Council for the Update (RFP page 3)
- Findings from the Background Report and technical input from the Consultants
- Input from the community (Community Workshop #2)
- Input from stakeholder interviews
- Updated input from the Town Council and Planning Commission

Task C.1 Administrative Draft Issues, Opportunities, and Constraints Summary

The Consultants will summarize the key issues, opportunities, and constraints identified based on the findings in the Draft Background Report, input from community workshops, stakeholder interviews, and Joint Town Council/Planning Commission study sessions.

Task C.2 Public Draft Issues, Opportunities, and Constraints Summary

Following review by Town staff, the Consultants will revise the Administrative Draft and prepare a Public Draft Issues, Opportunities, and Constraints Summary for review with the GPAC, the Planning Commission, Town Council, and community (Tasks H.12, H.13, and H.14).

Task C.3 Final Issues, Opportunities, and Constraints Summary

Following review by the Town Council and Planning Commission, the Consultants will revise the document and prepare a final Issues, Opportunities, and Constraints Summary.

Engagement Activities During Task C:

- Task H.12: Community Workshop #2, Issues, Opportunities, and Constraints Identification
- Task H.13: GPAC Meeting #3, Review Issues, Opportunities, and Constraints Report
- Task H.14: Joint Study Session #3, Review Issues, Opportunities, and Constraints Report

Products:

- Administrative Draft Issues, Opportunities, and Constraints Report (digital version)
- Public Draft Issues, Opportunities, and Constraints Report (30 hard copies, digital version)
- Final Issues, Opportunities, and Constraints Report (digital version)

Task D Development of a General Plan Vision

A General Plan vision statement and guiding principles are intended to reflect what community members value most about their community and the shared aspirations of what they envision their community being in the future. The vision statement should be inspirational and set the key values and aspirations for the General Plan's guiding principles, goals, policies, and implementation measures. The guiding principles should provide more specific guidance that provides the fundamental rules or doctrine that the Town will use to guide General Plan goals, policies, and implementation measures.

During this task, the Los Gatos Vision Statement and Guiding Principles will be developed to guide the preparation of the General Plan Update.

Task D.1 Administrative Draft Vision and Guiding Principles

The Consultants will prepare the Administrative Draft Vision Statement that represents the ideal future for the community and a set of Guiding Principles that support the Vision and represent the Town's core values. We will base the Vision and Guiding Principles on public input gathered at the stakeholder interviews, community workshops, GPAC meetings, and Town Council/Planning Commission study sessions, as well as input from Town staff.

Task D.2 Public Draft Vision and Guiding Principles

Following review by Town staff, the Consultants will revise the Administrative Draft and prepare a Public Draft Vision and Guiding Principles for review with the GPAC, the Planning Commission, Town Council, and community (Tasks H.15, H.16, and H.17).

Task D.3 Final Vision and Guiding Principles

Following review by the Town Council and Planning Commission, the Consultants will revise the document and prepare the final Vision and Guiding Principles that the Town will use to guide development of the General Plan Update.

Engagement Activities During Task D:

- Task H.15: Community Workshop #3, Vision and Guiding Principles
- Task H.16: GPAC Meeting #4, Review Draft Vision and Guiding Principles
- Task H.17: Joint Study Session #4, Vision and Guiding Principles

Products:

- Administrative Draft Vision and Guiding Principles (digital version)
- Public Draft Vision and Guiding Principles (30 hard copies, digital version)
- Final Vision and Guiding Principles (digital version)

Task E Development of Alternatives

During this task, the Consultants will work with Town staff and the community to prepare, evaluate, and ultimately define a preferred policy and land use alternative that will be the basis of the General Plan Update. This task involves developing alternative scenarios for special planning areas and other key locations in the community and evaluating the implications of each alternative. We will also evaluate each alternative based on responsiveness to the key issues, opportunities, and constraints (from Task C) and the Vision and Guiding Principles developed in Task D.

Task E.1 Administrative Draft Alternatives Report

Based on inputs received from the community as well as ideas from the Consultant team, the Consultants will prepare an Administrative Draft Alternatives Report for review by Town staff and the GPAC. This Report will contain a mix of land use and circulation alternatives as well as key policy alternatives. Based on the RFP, the land use and circulation alternatives may potentially address: land use mix, development options for key sites, approaches to commercial corridors, circulation options, and interactions between land use and transportation systems.

The Alternatives Report will include maps and descriptions for land use, circulation, and policy alternatives that cover each of the areas and topics identified earlier. We will group location-specific alternatives into alternative packages that achieve the Vision and Guiding Principles. The assessment conducted will include an evaluation of alternatives in terms of implications for land use and community character, economic development, fiscal health, mobility and connectivity, public facilities and services, and the natural environment. For each policy alternative, the Consultants will identify the issues for which there is clear policy choice and direction, as well as issues where choice and direction is not as clear. We will complete a

qualitative comparative assessment of the policy implications of each alternative based on clarity and congruence with key issues.

The Consultants will prepare an Alternatives Report that clearly communicates the potential implications of each alternative, supporting a more informed choice. We will base the assessment of each alternative choice primarily on a qualitative look at factors that can be used to differentiate the alternatives and their potential impacts on the community relative to achieving the Vision and Guiding Principles. There are two areas where we will provide more quantifiable information: fiscal impacts and the transportation system.

The work done at this stage is designed to help the community evaluate the alternatives presented and is not intended to be a full CEQA alternatives analysis (which will be performed as part of a later task).

Subtask E.1a Fiscal Impact Analysis

The Consultants will prepare an analysis of the fiscal and economic impact of proposed land use changes being considered as part of the General Plan Update. This may be in the form of an alternatives analysis or an analysis of the preferred land use plan, as needed in the overall process. The fiscal analysis will project Town tax revenues and other revenues normally affected by growth in population, jobs, and development. The Consultants will estimate the increases in service capacity needed to support the proposed growth levels or from changes in the land use mix. The fiscal model allows us to evaluate land uses separately to assist in identifying an optimal land use mix from the standpoint of generating sufficient tax base to support Town services.

Subtask E.1b Transportation System Alternatives

The Consultants will develop trip generation and VMT estimates using our MainStreet tool for each of the land use alternatives. These trip generation and VMT estimates will be used in the selection of the preferred alternative. The Consultants will also provide qualitative assessments of each alternative using criteria developed in concert with Town staff to reflect Los Gatos community values. They may include items such as the availability of transportation services, the potential to increase traffic congestion, and the potential to reduce average VMT.

Task E.2 Public Draft Alternatives Report

Following review by Town staff, the Consultants will revise the Administrative Draft and prepare a Public Draft Alternatives Report for review with the GPAC, Planning Commission, Town Council, and community (Tasks H.19, H.20, H.21, and H.22).

Engagement Activities During Task E:

- Task H.18: Newsletter #3: Alternatives
- Task H.19: Community Workshop #4, Alternative Choices
- Task H.20: GPAC Meeting #5, Review Draft Alternatives Report
- Task H.21: Planning Commission Study Session #5, Alternatives Report
- Task H.22: Town Council Study Session #5, Alternatives Report

Products:

- Administrative Draft Alternatives Report (digital version)
- Public Draft Alternatives Report (30 hard copies and digital version)

Task F General Plan Goals and Policy Development

Based on the extensive work resulting from the Background Report, technical studies, visioning, and alternatives planning in previous tasks, the Consultants will prepare the draft General Plan. The Consultants will prepare a General Plan document that is attractive, contemporary, and user-friendly, using extensive photos, illustrations, and maps. We are also proposing to include the development of a web-based General Plan at the end of the project.

Task F.1 Administrative Draft General Plan

For the Update, the Consultants will address all the requirements of State law, such as complete streets, flood risk reduction, and environmental justice, using the 2017 OPR General Plan Guidelines as a guide. The Plan will reflect best practices for addressing contemporary planning issues, such as retail trends, transportation technology, and community health. It is expected that the cross-cutting topics of climate change, sustainability, resiliency, and healthy communities would be themes addressed throughout the Plan, rather than separate, standalone elements; however, we will discuss options with Town staff.

The General Plan will include an Introduction and Table of Contents, and at a minimum, will update the content of the elements that make up the current Los Gatos General Plan:

- Land Use Element;
- Community Design;
- Transportation Element (Circulation);
- Vasona Light Rail Element;
- Open Space, Parks, and Recreation Element (Open Space);
- Environment and Sustainability Element (Conservation);
- Noise Element;
- Safety Element; and
- Human Services Element.

Prior to the start of this task, and considering the results of the General Plan Audit conducted earlier, the Consultants will work with Town staff to determine the outline (framework) for the General Plan Update. To support this, the Consultants will review with Town staff a selection of plan formats that could be used. This could include the combination of existing elements or the addition of new elements to meet current and projected needs.

As part of this task, the Consultants will develop policies and programs to reduce GHG emissions as part of an integrated GHG reduction strategy.

The current Housing Element will be integrated into the General Plan Update when the final documents are prepared at the end of the project. The Town's current Housing Element will not be updated as part of this project.

Implementation Strategy

The Consultants will prepare a comprehensive implementation strategy that includes discrete, tangible actions the Town will undertake to implement the goals and policies. The Consultants will also review current implementation ordinances/regulations (e.g., zoning, subdivision, historic preservation, public arts, and other

implementing ordinances) and include recommendations as a part of the implementation programs for ordinance revisions needed to maintain consistency with the General Plan.

As part of the Update, the Consultants will review and develop new objective standards that provide clear direction on application and intent.

Task F.2 Administrative Draft Land Use and Circulation Diagrams

The Consultants will prepare an updated General Plan (Land Use) Diagram and Circulation Diagram as part of the Administrative Draft General Plan. We will update the Land Use Diagram with any changes made to the designations and locations they apply based on the preferred alternative. For the Circulation Diagram, we could use VMT to develop roadway standards instead of or in addition to LOS standards (as desired).

Task F.3 Preliminary Draft General Plan

Based on direction from Town staff, the Consultants will revise the Administrative Draft General Plan and prepare a Preliminary Draft General Plan for review and confirmation by the GPAC, Planning Commission, and Town Council. We recommend this review to confirm direction on changes to the General Plan before preparation of the EIR (see Task H.23 and H.24). This approach helps reduce the potential for major changes to the Plan during or after the environmental review process.

Task F.4 Public Draft General Plan

Based on direction from the Town Council, the Consultants will prepare the Public Draft General Plan for publication and environmental review.

Task F.5 General Plan Consultation and Referrals

State law requires consultation with a variety of Federal, State, regional, and local agencies whenever a jurisdiction updates or amends its general plan. These statutes are located throughout the Government Code and have varying requirements for when draft and final documents must be submitted and how long agencies have to review and provide comments. We maintain a checklist of agency consultation requirements that we will use to ensure the Town provides the Public Draft General Plan to the appropriate agencies.

Engagement Activities During Task F:

- Task H.23: GPAC #6
- Task H.24: Joint Study Sessions #5, #6, and #7
- Task H.25: Newsletter #4, Draft General Plan
- Task H.26: Community Workshop #5, Draft General Plan

Products:

- Administrative Draft General Plan (digital version)
- Administrative Draft Land Use and Circulation Diagrams (digital version)
- Preliminary Draft General Plan (30 hard copies, digital version)
- Public Draft General Plan (30 hard copies, CD, digital version)

Task G Environmental Impact Report

Based on review of the RFP and our experience preparing General Plan EIRs, we recommend the preparation of a Program EIR pursuant to State CEQA Guidelines Section 15168. Although the legally-required contents of a Program EIR are technically the same as those of a Project EIR, Program EIRs are by necessity more general and may contain a broader discussion of impacts, alternatives, and mitigation measures than a Project EIR.

Use of a Program EIR provides the Town with the opportunity to consider broad policy alternatives and program-wide mitigation measures and greater flexibility to address environmental issues and/or cumulative impacts on a comprehensive basis. Once a Program EIR has been certified, subsequent activities within the program may be evaluated to determine what, if any, additional CEQA documentation needs to be prepared. If the Program EIR addresses the program's effects as specifically and comprehensively as possible, many subsequent activities could be found to be consistent with the Program EIR mitigation parameters and additional environmental documentation may not be required (CEQA Guidelines Section 15168(c)). In this case, the Program EIR serves a valuable purpose as the first-tier environmental analysis that will assist in streamlining and possibly exempting future projects from CEQA with the idea that the General Plan Program EIR can be used for such exemptions when projects are consistent with the General Plan Update.

Task G.1 Staff Work Session on Program EIR Preparation

The consultants will facilitate a work session with Town staff on preparing the Program EIR and completing the adoption process. The session, often referred to as a CEQA kickoff meeting, will cover the following topics:

Evaluating Environmental Impacts

- Strategies for CEQA compliance
- Coordination of environmental document with general plan preparation
- Developing a reasonable range of alternatives
- Using new or revised policies as mitigation measures
- GHG gap analysis

Completing the Process

- Agency consultation
- Public notice
- Hearings
- Adoption
- Final documents

Task G.2 Notice of Preparation

The Consultants will work with Town staff to develop a project description and will prepare a draft Notice of Preparation (NOP) for Town staff to review. The NOP is intended to alert other public agencies about the undertaking, and to solicit their input on the scope of the study. The Consultants will submit a final PDF copy of the NOP to Town staff for posting on its website and for distribution to public agencies. It is assumed that the Town will distribute the NOP using the Town's NOP distribution list. The Consultants will review and make suggestions regarding the list. The Consultants will be responsible for filing the NOP with the State Clearinghouse/OPR.

Task G.3 Scoping Meeting

The Consultants will facilitate a public and agency scoping meeting associated with the release of the NOP. The Scoping Meeting will be held during the 30-day NOP period to introduce the community to the EIR process and obtain input on the Program EIR scope of work. It will include a brief presentation, followed by public comment and input from meeting attendees. The Consultants will prepare a summary of all input gathered, which will be included in the Draft Program EIR along with any written public comments received during the NOP comment period.

Task G.4 Administrative Draft Program EIR

The Consultants will prepare an Administrative Draft Program EIR (ADPEIR) in compliance with CEQA requirements using information gathered as part of the General Plan update effort and comments on the NOP, as well as information from other relevant CEQA documents completed by the Town in recent years. The Consultants will be responsible for development of a legally-adequate and appropriate Program EIR for the General Plan.

The Consultants will prepare the ADPEIR based on the project description approved by the Town Council. The description of the environmental and regulatory setting for the General Plan EIR will be based on the Background Reports prepared for the project (see Task B), and information from other relevant CEQA documents completed by the Town in recent years, as well as any information received during the General Plan Update process. Materials will be presented in a user-friendly format.

We will introduce each topical section in the environmental analysis with a brief statement of its context in the ADPEIR and the development of the General Plan. This effort may include interpretive information for the reader to better understand how the General Plan affects the environment, as well as the sources of data used in the analysis.

The setting for each topical section will describe existing conditions relevant to the topic and provide the groundwork for impact analysis. The number of impacts to be analyzed and the depth of analysis will be determined based on areas of concern identified by the Consultants and Town staff, as well as responses to the NOP. Thresholds used to determine the significance of project impacts will be clearly stated and will include thresholds in the CEQA Guidelines, Appendix G, as well as existing regulatory standards, if applicable. Impacts will be identified, and mitigation measures will be prepared, to reduce significant impacts to a less-than-significant level, when feasible. For each potentially significant impact identified in the ADPEIR, the Consultants will identify mitigation measures or policy statements proposed by the Town as part of the General Plan Update to avoid or reduce identified impacts. Mitigation measures will be constructed as policy statements or implementation measures to facilitate incorporation into the General Plan Update.

In order to prepare an ADPEIR that meets the needs of the Town and regulatory requirements of the State, the ADPEIR will comprise the following sections:

Executive Summary. This section will provide a summary of the entire ADPEIR and include the following:

- a discussion of the project objectives;
- a brief description of the proposed project;
- a summary of the environmental setting for the Planning Area;
- a summary of impacts;

- a summary of mitigation measures (mitigating policies or programs);
- a discussion of alternatives considered; and
- areas of controversy, and issues remaining to be resolved.

Introduction. The ADPEIR will contain an introductory chapter that provides an overview of the project and context, summarizes CEQA requirements and the environmental review process, describes the legal purpose of the ADPEIR, outlines the environmental issues being addressed, and presents the organization of the report.

Project Description and Environmental Setting. This section will contain the Town's objectives for the General Plan and a summary of the General Plan components. It will also outline the Planning Area boundaries and summarize existing conditions and new land uses proposed as a part of the project. We will describe the information in a mix of text, tabular, and graphic form (i.e., maps and diagrams).

Analysis, Impacts, and Mitigation Measures. The environmental analysis section will include four main components:

- **Setting** – description of current conditions with respect to the issue in question, including the existing regulatory environment
- **Impact analysis** – statement of significance thresholds and discussion of potentially significant effects of the proposed project
- **Programmatic mitigation measures** – methods by which significant effects can be reduced or eliminated, often presented as General Plan policies to be introduced back into the plan
- **Level of significance after mitigation** – discussion of whether proposed mitigation measures reduce impacts to below the adopted significance threshold

We will consider adverse impacts that meet or exceed significance thresholds significant. Additionally, all impacts will be characterized in terms of short- or long-term effects and presented in a logical discussion that the public can understand. We will discuss any inconsistencies with local or regional plans.

We will discuss approaches to the impact analysis for the Program EIR with Town staff and will be consistent with the assumptions and methodologies used in recent Town-certified EIRs to the extent possible. In general, the impact analysis will focus on the issues present in the Planning Area and likely to be affected or impacted by the General Plan Update. Some issues, such as agriculture and mineral resources may not require a detailed analysis relative to other issues because they do not occur in Los Gatos or would be unaffected by the project.

Issues to be analyzed in a programmatic framework will include:

- Aesthetics
- Agriculture
- Air Quality
- Biological Resources
- Cultural Resources
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials

- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation and Traffic
- Tribal Resources
- Utilities and Service Systems
- All the mandatory CEQA sections including energy and growth inducement

Greenhouse Gas Emissions Analysis

The Consultants will conduct necessary analysis to address CEQA Guidelines Section 15064.4. The Consultants will prepare the GHG section of the ADPEIR addressing the contribution of GHG emissions generated by buildout of the General Plan and their contribution to cumulative impacts related to climate change. Potential impacts and mitigation measures will be coordinated with the recommended targets and GHG emission reduction potential of the updated General Plan's policies and program.

Prepare GHG Forecasts and Reduction Targets

Based on the GHG emission inventory (conducted in Task 2.2), the Consultants will prepare GHG emissions forecasts (e.g., "business-as-usual") for communitywide sources for two future-year scenarios: 1) without applicable legislative actions; and 2) with reductions associated with implementation of adopted Federal and State legislation (e.g., renewable energy portfolio standards, California Green Building Code standards, vehicle emissions controls, fuel efficiency standards). The Consultants will forecast GHG emissions for 2020 (consistent with AB 32), 2030 (consistent with SB 32), and 2050 (consistent with Executive Order B- S-3-05), along with the GPU buildout year (i.e., 2040).

The Consultants will also calculate GHG reduction targets required to meet the Town's local fair share of the State's 2020 and 2030 GHG reduction goals in AB 32 and SB 32, per guidance from CARB in the 2017 Scoping Plan Update and the 2017 General Plan Guidelines.

Quantify GHG Reduction Measures and Perform Gap Analysis

The Consultants will quantify the GHG reduction potential of proposed General Plan policies and programs and conduct a "GHG reduction gap analysis" to determine whether the proposed policies and programs in the Draft General Plan can achieve the Town's GHG reduction targets and goals.

As part of the GHG quantification process, the Consultants will evaluate and prioritize policies and actions using the following or similar criteria:

- Quantified VMT or trip reduction potential;
- Quantified energy conservation or fuel savings potential;
- Quantified renewable energy generation potential;
- Quantified water efficiency and conservation potential;

- Quantified solid waste reduction and recycling potential;
- Administrative/political responsibility and feasibility, implementation costs, possible funding sources, and public and private sector implementation partners.

We will add all information, assumptions, and target indicators used to quantify GHG emissions reductions required to meet the targets into the ADPEIR as a technical appendix, creating a single, master data-set for the GHG reduction analysis. If it is determined during preparation of the ADPEIR that the identified draft policies and program are not enough to achieve the Town's reduction targets and goals, the Consultants will increase participation rates of GHG reduction actions or identify new potential GHG reduction policies and actions to fill the gap. If needed, revised or new policies and implementation programs will be added to the General Plan and/or recommended as mitigation measures.

Transportation Analysis

The operations of study intersections and freeway segments on SR 17 and SR 85 will be evaluated with LOS calculations during the AM and PM peak hours for the following traffic study scenarios:

- Existing Conditions
- Cumulative 2040 without Project
- Cumulative 2040 with Updated General Plan Land Use and Circulation Element

The Consultants will use transportation forecasts from the VTA's travel demand model to determine the growth in traffic, including regional traffic growth on SR 17 and SR 85 for a plan year (2040). We will add traffic estimates from Task 3 for the preferred land use to develop traffic forecasts for Scenario 3.

We will prepare a LOS table showing operating conditions of all study intersections for each of the study scenarios, along with "Project plus mitigated conditions" (if mitigations required and/or are feasible). We will use the Town of Los Gatos and VTA criteria to identify significant impacts to intersections and freeway segments.

Pedestrian, Bicycle, and Transit Analysis

The Circulation Element will include improvements to pedestrian, bicycle, and transit facilities and services. If bus rapid transit (BRT) is included in the Circulation Element, we will evaluate its impact at a planning level by comparing person carrying capacities and levels of service at a few selected intersections with and without its implementation.

VMT Travel Forecast Model Runs to Support Air Quality and Noise Analyses

The Consultants will use the VTA's model to provide input for the air quality and noise analyses.

For Air Quality and Greenhouse Gas Emissions Analysis:

1. Average Daily Vehicle Trips associated with existing land uses (2018) in Los Gatos
2. VMT associated with existing land uses in the Los Gatos
3. Average Daily Vehicle Trips associated with 2040 without Project and with Project land uses in Los Gatos (at the planning horizon)

4. VMT associated with the 2040 without Project and with Project land uses in Los Gatos – GP Plan Year
5. VMT by I-X, X-I, I-I (excluding X-X trips), if available

For Noise Analysis:

1. Daily Segment Traffic Volumes for Existing for all segments analyzed
2. Daily Segment Traffic Volumes for 2040 without Project and 2040 GP Plan Year for all segments analyzed
3. Speed limits on the segments for existing and future time frames, if available

Alternatives Analysis. We will consider a range of alternatives in the ADPEIR. State CEQA Guidelines require consideration of the “No Project” Alternative. For purposes of this Program EIR, the No Project Alternative would be a continuation of the existing General Plan without any updates or additions. In addition to the “No-Project” Alternative, the Consultants will consider other alternatives (such as alternative land use scenarios) that were developed during the General Plan Update. Evaluation of alternatives will be in less detail than that for the proposed project, though the analysis will provide decision-makers and the public adequate information to decide between alternatives. This section will also identify the “environmentally superior alternative.” If the “No Project” Alternative is determined to be environmentally superior, the ADPEIR will identify the environmentally superior alternative among the remaining scenarios.

For transportation impacts, the Consultants will analyze up to two project alternatives in a qualitative manner, with a discussion of trip generation and general discussion of potential impact differences compared to the preferred land use plan.

Cumulative Impacts. We will evaluate cumulative impacts based on planning documents for the Planning Area. We will also estimate and discuss the contribution of the proposed project to the overall cumulative impacts.

Other CEQA Sections. The ADPEIR will provide, in addition to the sections discussed above, all other required CEQA sections, including areas of known controversy, growth inducement effects, energy, and significant unavoidable impacts.

Task G.5 Staff Review/Screen Check Draft Program EIR

The Consultants will incorporate Town staff input into the ADPEIR and provide Town staff with digital versions of the ADPEIR in both Word and PDF formats. Town staff will conduct one review of the ADPEIR and provide consolidated comments and edits. The Consultants will incorporate appropriate revisions and prepare a Screen Check Draft Program EIR. We will provide the Screen Check version in a digital format.

Task G.6 Draft Program EIR

Once the Town staff approves the Screen Check Draft Program EIR, the Consultants will prepare the Draft EIR for public circulation. The Consultants will prepare and distribute the required copies of the Draft Program EIR to the State Clearinghouse, including all required accompanying forms, such as the Notice of Completion (NOC). The Consultants will also file the Notice of Availability (NOA) of the Draft Project EIR with the Santa Clara County Clerk’s office. We assume that Town staff will distribute the NOA of the Draft Program EIR to responsible agencies, and interested agencies, organizations, and persons. We also assume that the Town will be responsible for required newspaper ads and other public noticing of the document’s availability, such

as radius label mailing or onsite posting. As required by State law, the Draft Program EIR will require at least a 45-day public review period.

Products:

- Draft and Final Notice of Preparation (digital version and submittal of copies of the NOP with the State Clearinghouse)
- Scoping Meeting Materials
- Administrative Draft Program EIR (2 hard copies and 10 CD copies to the Town)
- Screen Check Draft Program EIR (digital version)
- Draft Program EIR (30 hard copies and 30 CD copies sent to the Town and 30 hard copies of the Executive Summary and 15 CD copies of the Draft Program EIR submitted to the State Clearinghouse, NOA submitted to the County Clerk)

Task H Engagement

Task A Engagement

The following activities will occur in conjunction with the work under Task A.

Task H.1 Community Engagement Strategy

Based on input from the kick-off meeting (Task A.1), the Consultants will work with Town staff to prepare a comprehensive Community Engagement Strategy that will document the outreach methods to be used throughout the project. The Strategy will describe outreach responsibilities, publicity protocols, and how the engagement will be structured to ensure comprehensive community engagement. The Strategy will be structured to be inclusive of all those who make up the “community,” including residents; workers; visitors; businesses; property owners; educational institutions; civic, community, and non-profit organizations; religious, social, cultural and ethnic communities; and public agencies. In addition to being inclusive, our goal is to create meaningful opportunities for involvement throughout the development of the Update.

Task H.2 Branding and Project Logo

The Consultants will develop a branding package for the General Plan Update. The branding package will include a project logo and style templates that we will use for all work products, the website, and publicity materials to build enthusiasm about the project and ensure that this effort is distinct in the minds of the community. We will provide the Town with up to three options from which to choose.

Task H.3 Set Up Online Engagement

During this task, we will design and develop a project-specific website for the Los Gatos General Plan Update. In our work on dozens of general plan projects, we have found that having a stand alone project website, with links to and from the Town’s website, provides a responsive platform for community engagement while not adding additional work for Town staff.

The Consultants will build the website on a modern, user-friendly platform that allows quick and easy updates to the website. In addition to being an important public outreach and information tool, the website will serve as an administrative record of the project. It will include all meeting announcements/materials, draft and final documents, and meeting summaries. The website will also be used to link to online

engagement opportunities, including Engagement HQ, developed during the project. This scope of work includes all needed maintenance and updates to the website for the duration of the project.

As part of the online outreach, we propose to use the Engagement HQ software tool and online mapping using ESRI ArcGIS Online and ESRI Story Map. For more information, see “Enhanced Community Engagement Tools” inset on page 41.

Task H.4 Newsletter #1, General Plan Update Overview

The Consultants will prepare a newsletter that describes what a general plan is, how and why it is being updated, the project schedule, and how the public can be involved in the update. The newsletter will be used to promote engagement opportunities.

Task H.5 Form the General Plan Advisory Committee (GPAC), GPAC Meeting #1

The Consultants will facilitate the first meeting of the GPAC. We will first present and get consensus on the overall GPAC meeting format, rules, and operating procedures. We will summarize the community engagement strategy and get GPAC input on strategy refinements. We will also ask the GPAC members to identify key issues they feel should be addressed during the General Plan Update.

Task H.6 Other GPAC Meetings

Six GPAC meetings, associated with specific deliverables are detailed in the Scope of Work. Budget to cover an additional 18 GPAC meetings is included and will be placed as needed.

Task H.7 Community Workshop #1, Project Initiation

At the beginning of the process, the Consultants will conduct the first community workshop. At the Town Hall, the Consultants will provide an overview of the key steps in the General Plan Update process, the opportunities the community will have for engagement, and changes in State law/regulations and other important issues that will affect the General Plan Update. During this Town Hall, the Consultants will also conduct an exercise to start the identification of issues and opportunities that should be addressed as part of the General Plan Update.

Task H.8 Joint Study Session #1, Introduction to the General Plan Update

At the beginning of the process, the Consultants will facilitate a Joint Study Session with the Town Council and Planning Commission. Given the significance of the General Plan Update, it will be important for the Council and Commission to meet the Consultants early in the program and to have a clear understanding of what to expect during the process. This meeting will provide a common understanding of the need for and purpose of the General Plan, the key steps in the preparation process, the strategy for community engagement, changes in State law and regulations since the last update, and other important issues affecting the General Plan preparation process. The workshop will also help establish stronger working relationships between the Consultants and Town leaders.

Engagement Products During this Task:

- Community Engagement Strategy (digital version)
- Project Logo and Design Theme Alternatives (up to 3 alternative approaches, digital version)
- Project Website and Engagement HQ Site Setup

- GPAC #1 Meeting Materials and summary minutes (digital version)
- Newsletter #1 (100 hard copies and digital version on website)
- Stakeholder Interview Summary (digital version)
- Joint Study Session #1 Meeting Materials and Summary Report (digital version)

Task B Engagement

The following activities will occur in conjunction with the work under Task B.

Task H.9 GPAC Meeting #2, Review Background Report

The Consultants will facilitate Town staff and GPAC review of the GPAC Draft Background Report.

Task H.10 Newsletter #2, Existing Conditions and Trends

The Consultants will prepare a newsletter summarizing key findings from the Background Report and initial outreach efforts. The newsletter will be used to characterize existing conditions and trends influencing the community and promote the online engagement opportunities.

Task H.11 Joint Study Session #2, Review Existing Conditions Report

The Consultants will facilitate a joint study session with the Town Council and Planning Commission to present the major findings from the Public Review Draft Background Report. The Consultants will facilitate a discussion with the Council members and Commissioners about the implications of the findings on the future of the community.

Engagement Products During this Task:

- GPAC Meeting #2 Materials and Summary Report (digital version)
- Newsletter #2 (100 hard copies and digital version on website)
- Joint Study Session #2 Meeting Materials and Summary Report (digital version)

Task C Engagement

The following activities will occur in conjunction with the work under Task C.

Task H.12 Community Workshop #2, Issues and Opportunities Identification

The second community workshop will be a three-part event. During the first part of the event, the Consultants will provide the community with an overview of the information developed for the Background Report. This component will highlight the existing conditions and trends that will influence the future of the community. The second part of the event will involve interactive exercises designed to gain input on the issues and opportunities that the public would like to see addressed in the General Plan Update.

From the issues and opportunities discussion, workshop participants will segue to the third part of the workshop, in which the Consultants will work with smaller groups to answer questions such as: What is unique about Los Gatos that is not found anywhere else? We will work with participants to define a list of places they like to take out-of-town visitors, places they consider “public-places” (i.e., places where people gather), and natural or manmade features that make the community unique.

Task H.13 GPAC Meeting #3, Review Issues and Opportunities Report

The Consultants will facilitate Town staff and GPAC review of the Administrative Draft Issues and Opportunities Report.

Task H.14 Joint Study Session #3, Review Issues and Opportunities Report

The Consultants will facilitate a joint study session with the Town Council and Planning Commission to present the major findings from the Issues and Opportunities Report. The Consultants will facilitate a discussion with the Council members and Commissioners about the implications of the findings for new or revised General Plan policies and programs and solicit input on key issues and opportunities the Update should consider, and other interests and expectations of the Council members and Commissioners.

Engagement Products During this Task:

- Community Workshop #2 Materials and Summary Report (60 printed, digital versions)
- GPAC Meeting #3 Materials and Summary Report (digital version)
- Newsletter #2 (100 hard copies and digital version on website)
- Joint Study Session #3 Meeting Materials and Summary Report (digital version)

Task D Engagement

The following activities will occur in conjunction with the work under Task D.

Task H.15 Community Workshop #3, Vision and Guiding Principles

The third community workshop will include several interactive visioning exercises that encourage community participation and dialogue about the future of Los Gatos. There are several options for how to structure the community workshop (e.g., open house format or small group exercises) and which exercises to conduct. The Consultants will work with Town staff prior to the workshop to identify the format that will work best for the community.

Task H.16 GPAC Meeting #4, Review Draft Vision and Guiding Principles

The Consultants will facilitate Town staff and GPAC review of the Draft Vision and Guiding Principles. At this meeting, the Consultants will also review the General Plan Audit Report and confirm content to be updated and new topics to be addressed.

Task H.17 Joint Study Session #4, Vision and Guiding Principles

The Consultants will facilitate a joint study session with the Town Council and Planning Commission to present the draft Vision Statement and Guiding Principles. The purpose of the study session will be to gain consensus on these items and provide direction to the Consultants that will guide the development of the goals, policies, and implementation measures in the General Plan Update.

Engagement Products During this Task:

- Community Workshop #3 Materials and Summary Report (60 printed, digital versions)
- GPAC Meeting #4 Materials and Summary Report (digital version)
- Joint Study Session #4 Meeting Materials and Summary Report (digital version)

Task E Engagement

The following activities will occur in conjunction with the work under Task E.

Task H.18 Newsletter #3: Alternatives

The Consultants will prepare a newsletter that summarizes the land use and policy alternatives. We will use the newsletter to educate community members on the alternatives process and generate public interest and attendance for the upcoming community workshop.

Task H.19 Community Workshop #4, Alternative Choices

The Consultants will facilitate the fourth community workshop, which will focus on identifying land use and topical (policy) choices based on previous community inputs. Policy alternatives could address items such as transportation options, healthy community updates, public facility choices, and so forth. The workshop will contain an educational component on the fiscal, transportation, environmental, and other considerations that need to be assessed with any alternatives.

The Consultants will take the input received at the community workshop to prepare preliminary land use concepts and relevant topical alternatives for further consideration.

Task H.20 GPAC Meeting #5, Review Draft Alternatives Report

The Consultants will facilitate Town staff and GPAC review of the Draft Alternatives Report.

Task H.21 Planning Commission Meeting

The Consultants and Town staff will facilitate a meeting with the Planning Commission to review the Alternatives Report and solicit their feedback and recommendations on a preferred land use alternative and key policy choices presented. Recommendations from the Planning Commission will be presented to the Town Council for consideration and direction.

Task H.22 Town Council Meeting

The Consultants and Town staff will facilitate a meeting with the Town Council to review the Alternatives Report and recommendations from the Planning Commission. The purpose of this meeting will be to gain Council direction on the preferred alternatives package that will be used to create the Draft General Plan.

Engagement Products During this Task:

- Newsletter #3 (100 hard copies and digital version on website)
- Community Workshop #4 Materials and Summary Report (60 printed, digital versions)
- GPAC Meeting #5 Materials and Summary Report (digital version)
- Planning Commission #5 Meeting Materials and Summary Report (digital version)
- Town Council #5 Meeting Materials and Summary Report (digital version)

Task F Engagement

The following activities will occur in conjunction with the work under Task F.

Task H.23 GPAC #6: Draft General Plan

The Consultants will facilitate Town staff and GPAC review of the GPAC Draft General Plan

Task H.24 Joint Study Sessions #5, #6, and #7

The Consultants will conduct up to three joint study sessions with the Town Council and Planning Commission to review and confirm the changes to the General Plan. The Planning Commission will recommend any final revisions or adjustments to the Town Council. The Town Council will then provide direction on any final revisions or adjustments to the General Plan prior to the preparation of the EIR. During one of these study sessions, a presentation on VMT will be included.

Task H.25 Newsletter #4, Public Draft General Plan

The Consultants will prepare a newsletter summarizing the Public Draft General Plan that provides highlights of the key features and changes in the new General Plan.

Task H.26 Community Workshop #5, Draft General Plan

Upon release of the Public Draft General Plan, the Consultants will facilitate an open house to present the Plan to the community. The open house could be set up in the format where residents can visit stations or “booths” focused on each element of the Plan. Town staff and Consultants will be stationed at each booth to discuss the elements, answer questions, and gather feedback. The Consultants will promote the public review process and hearings for the General Plan.

Engagement Products During this Task:

- Joint Study Session Meeting Materials and Summary Reports (digital version)
- Newsletter #4 (100 hard copies, digital version)
- Community Workshop #5 Materials and Summary Report (60 printed, digital versions)
- Community Workshop #5 Display Boards

Enhanced Community Engagement Tools

Task H.27 Online Engagement

While workshops and meetings are essential to an effective planning process, these traditional outreach methods of engagement are not enough to obtain the broad mix of inputs needed to make a plan responsive to the entire community. This is especially true for younger generations who are busy with work, family commitments, and other social engagements. Our approach to public outreach is to supplement community workshops with web-based crowd-sourcing and social media tools to attract and engage the broadest possible audience. As part of the Update program, we will offer a range of online engagement tools that allow participation in the process while at home, work, the coffee shop, or wherever inspiration strikes.

Project Website. The website will serve as the hub of project communication and information, including an overview of the project, announcements about upcoming meetings and information on past meetings and events, document library, and contact information.

Engagement HQ. In addition to the Project Website as an information portal, we also propose to use Engagement HQ software tools to develop an exciting platform for online public engagement. Engagement HQ allows us to engage with the community through surveys, opinion polls, discussion forums, photo sharing, mapping exercises, and more. It also offers analysis and reporting tools to understand who is participating and easily summarizes community inputs. During the General Plan Update, we will use this tool to poll the community on a range of topics.

If desired, the Consultants will also train Town staff to administer the site, so it can be maintained beyond the General Plan Update project as an ongoing forum for general civic engagement. We will use Engagement HQ software for active public engagement over a 12-month period during the development of the General Plan, with the site maintained during the public review portions of the project. For more information on Engagement HQ, visit: www.bangthetable.com/engagementhq

Online Mapping. To help the community better understand the range of existing and future factors (natural and manmade) that will influence the future of Los Gatos, the Consultants will prepare an online mapping tool (ESRI Story Map). This online Story Map will provide maps of these factors (items such as wildland fire hazards, biological resources, environmental hazards, transportation connectivity) and a short description that will describe the implications of the factor shown on each map. This type of online map atlas will help support the discussion of issues and opportunities and be a component of the alternatives development.

Social Media. As part of the Update process, we will provide content for social media posts that Town staff can publish on the Town of Los Gatos Facebook (<https://www.facebook.com/losgatosca/>), Twitter (<https://twitter.com/townlg?lang=en>), Nextdoor (<https://nextdoor.com/neighborhood/losgatosmain--los-gatos--ca/>), and other Town social media feeds at key points in the Update process.

Task H.28 Ongoing Communication

Email Blasts. As part of the Update process, the Consultants will work with the Town to develop project-specific email notifications that the Town will distribute using the Town's existing e-notification system. Additional e-mail addresses for interested individuals that are collected by the Consultants at meetings, events, or the Project website will be provided to the Town to add to their current notification lists.

Press Releases. Prior to every community workshop, we will prepare and distribute news releases to inform media outlets serving the community about upcoming meetings and ensure accurate coverage that sets realistic expectations for what the General Plan does and does not do.

Task H.29 Pop-up Booth for Festivals and Events

Booths at Festivals and Events. The Consultants will provide materials for Town staff to set up a "pop-up" booth at up to four sets of festivals and events in Los Gatos. The booth would feature boards and hand-outs that provide an overview of the General Plan Update, information on opportunities to get involved, and depending on which phase of the project we are in, exercises that are similar to the exercises from the most recent community workshop. It is assumed that Town staff will attend and run the booth with support from the Consultants.

Materials will be provided relative to the following four major components of the Update: 1) project overview, 2) issues and opportunities exercise, 3) alternatives exercise, and 4) draft General Plan.

Town Hall Displays. Like the booths at festivals and events, the Consultants will provide materials for Town staff to display at Town Hall. These displays will provide timely information on the Update process, provide posters on current project developments, and provide some opportunities for interactive displays designed to gain community input.

Task I Certification of the EIR and Adoption of the General Plan Update

Task I.1 Response to Comments

Within three weeks of receipt of all comment letters on the Draft Program EIR, the Consultants will submit a draft Response to Comments to Town staff for review. The Response to Comments document will include a list of commenters, comment letters, responses to comments, and any added or revised text of the Draft Program EIR that may be necessary. All responses will include reasoned analysis and, as necessary, will include additional analysis. The final version of the Response to Comments will be incorporated as an appendix to the Final Program EIR.

The scope and budget assume a level of effort that would include 100 hours of staff time for this task. This assumes receipt of approximately 15 to 25 comment letters. If the number of comment letters and the effort to prepare responses is greater than anticipated, the Consultants will notify Town staff immediately and discuss options to amend our scope of work and budget as necessary. Following receipt of Town staff comments, the Consultants will finalize the Response to Comments.

Task I.2 Mitigation, Monitoring, and Reporting Program

Concurrent with the Response to Comments, the Consultants will prepare a Mitigation Monitoring and Reporting Plan (MMRP), which will be included in the Final Program EIR. The MMRP will be provided in a format designed for use by planners, environmental monitors, or code enforcement officers. Essentially, this plan will take the form of a detailed table that describes:

- Persons/agencies responsible for monitoring compliance with each condition
- Timing when monitoring must occur
- Frequency of monitoring
- Criteria to be used to determine compliance with conditions

The final version of the MMRP will be incorporated as an appendix to the Final Program EIR.

Task I.3 Final Program EIR

The Consultants will complete the Final Program EIR after the review period has closed and all comments submitted during that period have been received. The Final Program EIR will include corrections to the Draft Program EIR (if warranted), comments received, and responses. The Consultants will prepare a Screen Check Final Program EIR for Town staff review and confirmation followed by a Final Program EIR after incorporating comments from Town staff. The Consultants will produce print and digital copies of the Final Program EIR. Within one day of Final Program EIR certification and project approval, the Consultants will submit the draft Notice of Determination (NOD) to Town staff for delivery to the County Clerk and/or State Clearinghouse.

Task I.4 Planning Commission Hearing

The Consultants will attend a public hearing with the Planning Commission to review the Public Draft General Plan and Final Program EIR. The Planning Commission will consider the comments made during the public hearing and make recommendations to the Town Council.

Task I.5 Town Council Hearings (2)

The Consultants will attend two public hearings with the Town Council to review the Public Draft 2040 General Plan and Final Program EIR. At these hearings, the Town Council will consider the Planning Commission recommendations and the comments made at the Planning Commission public hearing. After the hearings, the Town Council will direct the Consultants to incorporate their recommendations and prepare the Final General Plan and Final Program EIR.

Task I.6 Final General Plan Documents

Following public review of the Draft Public General Plan, the Consultants will prepare the Final General Plan for adoption.

Task I.7 Town Council Adoption Hearing

The Consultants will attend one hearing with the Town Council for certification of the Final Program EIR and adoption of the Final General Plan.

Task I.8 Web-Based General Plan

The Consultants will design the Final General Plan as an interactive web-based General Plan. The web-based plan will not simply be a document that is published online, but will be a dynamic communication tool that provides transparency, accessibility, and efficiency in local government.

The web-based plan will be highly graphical and structured and designed to meet the specific needs of the Town. It will be fully searchable, allowing decision-makers and other users to quickly locate relevant information. The online format will allow cross-referenced links to related policies, programs, maps, or background information.

Products

- Response to Comments (digital version)
- Mitigation, Monitoring, and Reporting Program (digital version)
- Final Program EIR (30 hard copies and 30 CD copies to the Town)
- Tracking of comments and recommendations (all meetings, digital versions)
- Final General Plan (100 hard copies, 100 CDs, digital version, 2 unbound originals for reproduction)
- Color Land Use Element Exhibits (100 copies, sizes and scales to be determined)
- Compilation CD with all milestone documents, data, and GIS files (3 CDs)
- Web-based General Plan

Town of Los Gatos General Plan Update | Project Schedule

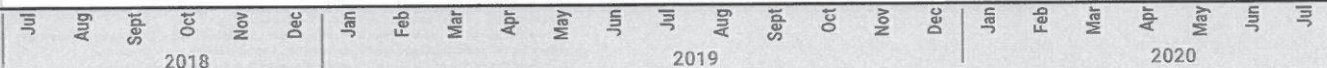
mintierharnish
Planning Services, Inc.**Task A:
Project Initiation****Task B:
Prepare Background
Report****Task C:
Identify Community
Issues, Opportunities,
and Constraints****Task D:
Development of
General Plan Vision****Task E:
Development of
Alternatives****Task F:
General Plan Goals and
Policy Development****Task G:
Environmental
Impact Report****Task H:
Community Outreach
and Engagement****Task I:
Certification of EIR
and Adoption of the
General Plan**

Exhibit A-2

Town of Los Gatos General Plan Update Budget ^(1/2)
Mintier Harnish

PHASES/TASKS	Mintier Harnish						TOTAL COST
	HARNISH Principal/ Owner	RUST Principal Planner	PAYNE Senior Project Manager	FUNSTON/ YANG Planner	Graphics/ Admin.	TOTAL HOURS	
Task A: Project Initiation							
Task A.1: Project Scoping, Kick-off Meeting, and Town Tour	8	8	12	16	4	48	\$7,700
Task A.2: Assemble GIS Data and Prepare Base Maps		2		16	4	22	\$2,660
Task A.3: Existing Data Collection and Compilation		8	8	24			\$5,840
Subtotal	8	18	20	56	8	70	\$16,200
Task B: Prepare Background Report							
Task B.1: Administrative Draft Existing Conditions Background Report	8	40	72	200	40	360	\$49,440
Task B.2: Public Draft Background Report	2	12	44	56	20	134	\$18,750
Task B.3: General Plan Audit Report	2	8	16	8		34	\$5,730
Subtotal	12	60	132	264	60	528	\$73,920
Task C: Identify Community Issues, Opportunities, and Constraints							
Task C.1: Administrative Draft Issues and Opportunities Summary		4	8	16	4	32	\$4,420
Task C.2: Public Draft Issues and Opportunities Summary		4	8	20	4	36	\$4,900
Task C.3: Final Issues and Opportunities Summary		1	2	6	1	10	\$1,345
Subtotal	0	9	18	42	9	78	\$10,665
Task D: Development of General Plan Vision							
Task D.1: Administrative Draft Vision and Guiding Principles	2	4	12	24	1	43	\$6,255
Task D.2: Public Draft Vision and Guiding Principles		4	16	16	2	38	\$5,610
Task D.3: Final Vision and Guiding Principles		1	4	6	1	12	\$1,685
Subtotal	2	9	32	46	4	93	\$13,550
Task E: Development of Alternatives							
Task E.1: Administrative Draft Alternatives Report	2	16	48	80	24	170	\$23,450
Subtask E.1a: Fiscal Impact Analysis			2			2	\$340
Subtask E.1b: Transportation System Alternatives			2			2	\$340
Task E.2: Public Draft Alternatives Report		6	16	24	8	54	\$7,480
Subtotal	2	22	68	104	32	228	\$31,610
Task F: General Plan Goals and Policy Development							
Task F.1: Administrative Draft General Plan	8	52	180	80	16	336	\$53,760
Alternative VMT Thresholds			8			8	\$1,360
Task F.2: Administrative Draft Land Use and Circulation Diagrams		2	12	16	16	46	\$5,720
Task F.3: Preliminary Draft General Plan	2	16	76	64	16	174	\$25,610
Task F.4: Public Draft General Plan	2	4	24	16	8	54	\$7,930
Task F.5: General Plan Consultation and Referrals		2	8	8		18	\$2,720
Subtotal	12	76	308	184	56	636	\$97,100
Task G: Environmental Impact Report							
Task G.1: Staff Work Session on Program EIR Preparation		6	6			12	\$2,220
Task G.2: Notice of Preparation		1	2			3	\$540
Task G.3: Scoping Meeting			8			8	\$1,360
Task G.4: Administrative Draft Program EIR	8	24	48	48		128	\$20,520
Task G.5: Staff Review/Screen Check Draft Program EIR		4	16	16		36	\$5,440
Task G.6: Draft Program EIR			8			8	\$1,360
Subtotal	8	35	88	64	0	195	\$31,440
Task H: Community Outreach and Engagement							
Task H.1: Community Engagement Strategy	2	4	6	16		28	\$4,190
Task H.2: Branding and Project Logo		1	2		16	19	\$1,900
Task H.3: Set Up Online Engagement	2	4	8	24	40	78	\$8,890
Task H.4, H.10, H.18, H.25: Newsletter #1, 2, 3, and 4		8	32	60	24	124	\$16,280
Task H.5, H.9, H.13, H.16, H.20, H.23: GPAC #1 - #6		48	72	48	6	174	\$26,110
Task H.6 (18 additional GPAC meetings)		72	72	144	36	324	\$46,980
Task H.7: Community Workshop #1: Project Initiation		8	12	8	4	32	\$4,840
Task H.8: Joint Study Session #1, Introduction to the General Plan Update		8	8	8	2	26	\$4,090
Task H.11: Joint Study Session #2, Review Existing Conditions Report		8	8	8	2	26	\$4,090
Task H.12: Community Workshop #2, Issues and Opportunities Identification	6	8	12	16	12	54	\$7,930
Task H.14: Joint Study Session #3, Review Issues and Opportunities Report		8	8	8	2	26	\$4,090
Task H.15: Community Workshop #3, Vision and Guiding Principles	6	8	16	24	16	70	\$9,910
Task H.17: Joint Study Session #4, Vision and Guiding Principles		8	8	8	2	26	\$4,090
Task H.19: Community Workshop #4, Alternative Choices	6	12	20	32	24	94	\$13,030
Task H.21: Planning Commission Meeting		8	12	8	2	30	\$4,770
Task H.22: Town Council Meeting		8	10	2		20	\$3,540
Task H.24: Joint Study Sessions #5, #6, and #7		24	30	30	9	93	\$14,265
Task H.26: Community Workshop #5, Draft General Plan	6	8	16	24	32	86	\$11,270
Task H.27: Online Engagement		8	20	20	12	60	\$8,420
Task H.28: Ongoing Communication		8	20	20	40	88	\$10,800
Task H.29: Pop-up Booth for Festivals and Events		4	16		16	36	\$4,880
Subtotal	28	273	408	508	297	1514	\$216,465
Task I: Certification of EIR and Adoption of the General Plan							
Task I.1: Response to Comments		4	20			24	\$4,200
Task I.2: Mitigation, Monitoring, and Reporting Program			1			1	\$170
Task I.3: Final Program EIR			1			1	\$170
Task I.4: Planning Commission Hearing		6	12	8	4	30	\$4,540
Task I.5: Town Council Hearings (2)		12	16	8	4	40	\$6,420
Task I.6: Final General Plan Documents		8	16	24	16	64	\$8,560
Task I.7: Town Council Adoption Hearing		6	8	4		18	\$3,040
Task I.8: Web-Based General Plan	2	16	40	60	60	178	\$22,750
Subtotal	2	52	114	104	84	356	\$49,850
Project Management							
Subtotal	16	80	120		112	328	\$49,520
TOTAL							
Total Hours	90	634	1,308	1,372	662	4,026	
2018 Billing Rates (subject to change every January 1st)	\$225	\$200	\$170	\$120	\$85		
Labor Subtotals	\$20,250	\$126,800	\$222,360	\$164,640	\$56,270		\$590,320
Direct Expenses (e.g., printing, travel, Engagement HQ fee)							\$33,000
TOTAL COST							\$623,320
CONTINGENCY ⁽³⁾							
Contingency (10%)							

1) This represents a total cost based on the approved scope of work.

2) The distribution of hours between firms, staff categories and tasks are an estimate. While the total costs will not change, the distribution of hours/costs may vary depending on actual execution.

3) Contingency funds can only be used with written authorization from the Town's Project Manager.

Town of Los Gatos General Plan Update Budget ⁽¹⁾⁽²⁾
Mintier Harnish

PHASES/TASKS	WRT							TOTAL HOURS	TOTAL COST
	STICKLEY Principal	NARKAR Project Manager	WINCH Senior Planner	Planner/ Urban Designer II	Urban Designer I/ Graphic Support	Admin.			
Task A: Project Initiation									
Task A.1: Project Scoping, Kick-off Meeting, and Town Tour			8					8	\$1,400
Task A.2: Assemble GIS Data and Prepare Base Maps								0	\$0
Task A.3: Existing Data Collection and Compilation								0	\$0
Subtotal	0	8	0	0	0	0	0	8	\$1,400
Task B: Prepare Background Report									
Task B.1: Administrative Draft Existing Conditions Background Report	2	16	24	32	16	2		92	\$12,640
Task B.2: Public Draft Background Report		4	8	8				20	\$2,900
Task B.3: General Plan Audit Report								0	\$0
Subtotal	2	20	32	40	16	2		112	\$15,540
Task C: Identify Community Issues, Opportunities, and Constraints									
Task C.1: Administrative Draft Issues and Opportunities Summary								0	\$0
Task C.2: Public Draft Issues and Opportunities Summary								0	\$0
Task C.3: Final Issues and Opportunities Summary								0	\$0
Subtotal	0	0	0	0	0	0	0	0	\$0
Task D: Development of General Plan Vision									
Task D.1: Administrative Draft Vision and Guiding Principles								0	\$0
Task D.2: Public Draft Vision and Guiding Principles								0	\$0
Task D.3: Final Vision and Guiding Principles								0	\$0
Subtotal	0	0	0	0	0	0	0	0	\$0
Task E: Development of Alternatives									
Task E.1: Administrative Draft Alternatives Report	4	8	24	16	32			84	\$11,160
Subtask E.1a: Fiscal Impact Analysis								0	\$0
Subtask E.1b: Transportation System Alternatives								0	\$0
Task E.2: Public Draft Alternatives Report								0	\$0
Subtotal	4	8	24	16	32	0		84	\$11,160
Task F: General Plan Goals and Policy Development									
Task F.1: Administrative Draft General Plan								0	\$0
Alternative VMT Thresholds								0	\$0
Task F.2: Administrative Draft Land Use and Circulation Diagrams								0	\$0
Task F.3: Preliminary Draft General Plan								0	\$0
Task F.4: Public Draft General Plan								0	\$0
Task F.5: General Plan Consultation and Referrals								0	\$0
Subtotal	0	0	0	0	0	0	0	0	\$0
Task G: Environmental Impact Report									
Task G.1: Staff Work Session on Program EIR Preparation								0	\$0
Task G.2: Notice of Preparation								0	\$0
Task G.3: Scoping Meeting								0	\$0
Task G.4: Administrative Draft Program EIR								0	\$0
Task G.5: Staff Review/Screen Check Draft Program EIR								0	\$0
Task G.6: Draft Program EIR								0	\$0
Subtotal	0	0	0	0	0	0	0	0	\$0
Task H: Community Outreach and Engagement									
Task H.1: Community Engagement Strategy								0	\$0
Task H.2: Branding and Project Logo								0	\$0
Task H.3: Set Up Online Engagement								0	\$0
Task H.4, H.10, H.18, H.25: Newsletter #1, 2, 3, and 4								0	\$0
Task H.5, H.9, H.13, H.16, H.20, H.23: GPAC #1 - #6								0	\$0
Task H.6 (18 additional GPAC meetings)								0	\$0
Task H.7: Community Workshop #1: Project Initiation								0	\$0
Task H.8: Joint Study Session #1, Introduction to the General Plan Update								0	\$0
Task H.11: Joint Study Session #2, Review Existing Conditions Report								0	\$0
Task H.12: Community Workshop #2, Issues and Opportunities Identification								0	\$0
Task H.14: Joint Study Session #3, Review Issues and Opportunities Report								0	\$0
Task H.15: Community Workshop #3, Vision and Guiding Principles								0	\$0
Task H.17: Joint Study Session #4, Vision and Guiding Principles								0	\$0
Task H.19: Community Workshop #4, Alternative Choices								0	\$0
Task H.21: Planning Commission Meeting								0	\$0
Task H.22: Town Council Meeting								0	\$0
Task H.24: Joint Study Sessions #5, #6, and #7								0	\$0
Task H.26: Community Workshop #5, Draft General Plan								0	\$0
Task H.27: Online Engagement								0	\$0
Task H.28: Ongoing Communication								0	\$0
Task H.29: Pop-up Booth for Festivals and Events								0	\$0
Subtotal	0	0	0	0	0	0	0	0	\$0
Task I: Certification of EIR and Adoption of the General Plan									
Task I.1: Response to Comments								0	\$0
Task I.2: Mitigation, Monitoring, and Reporting Program								0	\$0
Task I.3: Final Program EIR								0	\$0
Task I.4: Planning Commission Hearing								0	\$0
Task I.5: Town Council Hearings (2)								0	\$0
Task I.6: Final General Plan Documents								0	\$0
Task I.7: Town Council Adoption Hearing								0	\$0
Task I.8: Web-Based General Plan								0	\$0
Subtotal	0	0	0	0	0	0	0	0	\$0
Project Management									
Subtotal	8	12						16	\$5,300
TOTAL									
Total Hours	14	48	56	56	48	18		240	-
2018 Billing Rates (subject to change every January 1st)	\$240	\$175	\$150	\$125	\$100	\$80	-	-	-
Labor Subtotals	\$3,360	\$8,400	\$8,400	\$7,000	\$4,800	\$1,440	-	-	\$33,400
Direct Expenses (e.g., printing, travel, Engagement HQ fee)									\$2,500
TOTAL COST									\$35,900
CONTINGENCY ⁽¹⁾									
Contingency (10%)									

Town of Los Gatos General Plan Update Budget ^{(a)(2)}
Mintier Harnish

PHASES/TASKS	Rincon									
	SVETE Principal II	FELDMAN/ HAMANN Principal I	MADDOX Supervisor	DIX/BERLIN/ CARMACK/ BERSBACH Senior Professional	Professional	Technical Editor	GIS Specialist	Admin.	TOTAL HOURS	TOTAL COST
Task A: Project Initiation										
Task A.1: Project Scoping, Kick-off Meeting, and Town Tour			6						6	\$1,110
Task A.2: Assemble GIS Data and Prepare Base Maps									0	\$0
Task A.3: Existing Data Collection and Compilation									0	\$0
Subtotal	0	0	6	0	0	0	0	0	6	\$1,110
Task B: Prepare Background Report										
Task B.1: Administrative Draft Existing Conditions Background Report	8	8	48	24	72	5	12	4	181	\$26,885
Task B.2: Public Draft Background Report									0	\$0
Task B.3: General Plan Audit Report									0	\$0
Subtotal	8	8	48	24	72	5	12	4	181	\$26,885
Task C: Identify Community Issues, Opportunities, and Constraints										
Task C.1: Administrative Draft Issues and Opportunities Summary									0	\$0
Task C.2: Public Draft Issues and Opportunities Summary									0	\$0
Task C.3: Final Issues and Opportunities Summary									0	\$0
Subtotal	0	0	0	0	0	0	0	0	0	\$0
Task D: Development of General Plan Vision										
Task D.1: Administrative Draft Vision and Guiding Principles									0	\$0
Task D.2: Public Draft Vision and Guiding Principles									0	\$0
Task D.3: Final Vision and Guiding Principles									0	\$0
Subtotal	0	0	0	0	0	0	0	0	0	\$0
Task E: Development of Alternatives										
Task E.1: Administrative Draft Alternatives Report									0	\$0
Subtask E.1a: Fiscal Impact Analysis									0	\$0
Subtask E.1b: Transportation System Alternatives									0	\$0
Task E.2: Public Draft Alternatives Report									0	\$0
Subtotal	0	0	0	0	0	0	0	0	0	\$0
Task F: General Plan Goals and Policy Development										
Task F.1: Administrative Draft General Plan	16	14	66	24	144	8	24	8	304	\$43,960
Alternative VMT Thresholds									0	\$0
Task F.2: Administrative Draft Land Use and Circulation Diagrams									0	\$0
Task F.3: Preliminary Draft General Plan	4	3	20	4	40		2	2	81	\$11,765
Task F.4: Public Draft General Plan	2		6		8	4		4	24	\$3,250
Task F.5: General Plan Consultation and Referrals									0	\$0
Subtotal	22	17	92	28	198	12	26	14	409	\$58,995
Task G: Environmental Impact Report										
Task G.1: Staff Work Session on Program EIR Preparation			6	6					12	\$2,010
Task G.2: Notice of Preparation	1		1		6			1	9	\$1,210
Task G.3: Scoping Meeting			6	6	4		2	1	19	\$2,795
Task G.4: Administrative Draft Program EIR	30	11	92	164	370	16	21	16	720	\$100,580
Task G.5: Staff Review/Screen Check Draft Program EIR	4		20	12	20		6	4	66	\$9,810
Task G.6: Draft Program EIR	4		12	8	20			12	56	\$7,640
Subtotal	39	11	137	196	420	16	29	34	882	\$124,045
Task H: Community Outreach and Engagement										
Task H.1: Community Engagement Strategy									0	\$0
Task H.2: Branding and Project Logo									0	\$0
Task H.3: Set Up Online Engagement									0	\$0
Task H.4: H.10, H.18, H.25: Newsletter #1, 2, 3, and 4									0	\$0
Task H.5: H.9, H.13, H.16, H.20, H.23: GPAC #1 - #6									0	\$0
Task H.6 (18 additional GPAC meetings)									0	\$0
Task H.7: Community Workshop #1: Project Initiation									0	\$0
Task H.8: Joint Study Session #1, Introduction to the General Plan Update									0	\$0
Task H.11: Joint Study Session #2, Review Existing Conditions Report									0	\$0
Task H.12: Community Workshop #2, Issues and Opportunities Identification									0	\$0
Task H.14: Joint Study Session #3, Review Issues and Opportunities Report									0	\$0
Task H.15: Community Workshop #3, Vision and Guiding Principles									0	\$0
Task H.17: Joint Study Session #4, Vision and Guiding Principles									0	\$0
Task H.19: Community Workshop #4, Alternative Choices									0	\$0
Task H.21: Planning Commission Meeting									0	\$0
Task H.22: Town Council Meeting									0	\$0
Task H.24: Joint Study Sessions #5, #6, and #7									0	\$0
Task H.26: Community Workshop #5, Draft General Plan									0	\$0
Task H.27: Online Engagement									0	\$0
Task H.28: Ongoing Communication									0	\$0
Task H.29: Pop-up Booth for Festivals and Events									0	\$0
Subtotal	0	0	0	0	0	0	0	0	0	\$0
Task I: Certification of EIR and Adoption of the General Plan										
Task I.1: Response to Comments	6		30	20	40			4	100	\$15,030
Task I.2: Mitigation, Monitoring, and Reporting Program	1		6	6	12				25	\$3,680
Task I.3: Final Program EIR	1		8	8	8			12	37	\$4,770
Task I.4: Planning Commission Hearing	6		6						12	\$2,490
Task I.5: Town Council Hearings (2)	12		12						24	\$4,980
Task I.6: Final General Plan Documents	2		11		24	4		4	45	\$6,095
Task I.7: Town Council Adoption Hearing	6		6						12	\$2,490
Task I.8: Web-Based General Plan									0	\$0
Subtotal	34	0	79	34	84	4	0	20	255	\$39,535
Project Management										
Subtotal	16		32					32	80	\$12,000
TOTAL										
Total Hours	119	36	394	287	774	37	67	104	1,813	-
2018 Billing Rates (subject to change every January 1st)	\$230	\$215	\$185	\$150	\$120	\$105	\$115	\$75	-	-
Labor Subtotals	\$27,370	\$7,740	\$72,890	\$42,300	\$92,880	\$3,885	\$7,705	\$7,800	-	\$262,570
Direct Expenses (e.g., printing, travel, Engagement HQ fee)										\$15,000
TOTAL COST										\$277,570
CONTINGENCY ⁽¹⁾										
Contingency (10%)										

Town of Los Gatos General Plan Update Budget ⁽¹⁾⁽²⁾
Mintier Harnish

PHASES/TASKS	Fehr & Peers								TOTAL HOURS	TOTAL COST
	HAYNES Principal	CHURCH Project Manager	COLES Planner/ Engineer	Planner/ Engineer	MILAM 743 Expert	SB	GIS/ Graphics	Admin		
Task A: Project Initiation										
Task A.1: Project Scoping, Kick-off Meeting, and Town Tour	4	6	8					1	19	\$3,795
Task A.2: Assemble GIS Data and Prepare Base Maps									0	\$0
Task A.3: Existing Data Collection and Compilation									0	\$0
Subtotal	4	6	8	0	0	0	0	1	19	\$3,795
Task B: Prepare Background Report										
Task B.1: Administrative Draft Existing Conditions Background Report	6	44	44	90	2	32		14	232	\$36,780
Task B.2: Public Draft Background Report									0	\$0
Task B.3: General Plan Audit Report									0	\$0
Subtotal	6	44	44	90	2	32		14	232	\$36,780
Task C: Identify Community Issues, Opportunities, and Constraints										
Task C.1: Administrative Draft Issues and Opportunities Summary									0	\$0
Task C.2: Public Draft Issues and Opportunities Summary									0	\$0
Task C.3: Final Issues and Opportunities Summary									0	\$0
Subtotal	0	0	0	0	0	0	0	0	0	\$0
Task D: Development of General Plan Vision										
Task D.1: Administrative Draft Vision and Guiding Principles									0	\$0
Task D.2: Public Draft Vision and Guiding Principles									0	\$0
Task D.3: Final Vision and Guiding Principles									0	\$0
Subtotal	0	0	0	0	0	0	0	0	0	\$0
Task E: Development of Alternatives										
Task E.1: Administrative Draft Alternatives Report									0	\$0
Subtask E.1a: Fiscal Impact Analysis									0	\$0
Subtask E.1b: Transportation System Alternatives	8	20	40	30				12	110	\$17,980
Task E.2: Public Draft Alternatives Report							2	2	4	\$530
Subtotal	8	20	40	30	0	2	14	114	114	\$18,510
Task F: General Plan Goals and Policy Development										
Task F.1: Administrative Draft General Plan	4	16	12		4			5	41	\$8,485
Alternative VMT Thresholds	4	24	6		20		2	7	63	\$15,175
Task F.2: Administrative Draft Land Use and Circulation Diagrams		4	4				2	1	11	\$1,905
Task F.3: Preliminary Draft General Plan									0	\$0
Task F.4: Public Draft General Plan									0	\$0
Task F.5: General Plan Consultation and Referrals									0	\$0
Subtotal	8	44	22	0	24	4	13	115	115	\$25,565
Task G: Environmental Impact Report										
Task G.1: Staff Work Session on Program EIR Preparation									0	\$0
Task G.2: Notice of Preparation									0	\$0
Task G.3: Scoping Meeting									0	\$0
Task G.4: Administrative Draft Program EIR	8	56	154				8	19	245	\$40,495
Task G.5: Staff Review/Screen Check Draft Program EIR	4	8	8					12	32	\$5,640
Task G.6: Draft Program EIR									0	\$0
Subtotal	12	64	162	0	0	0	8	31	277	\$46,135
Task H: Community Outreach and Engagement										
Task H.1: Community Engagement Strategy									0	\$0
Task H.2: Branding and Project Logo									0	\$0
Task H.3: Set Up Online Engagement									0	\$0
Task H.4, H.10, H.18, H.25: Newsletter #1, 2, 3, and 4									0	\$0
Task H.5, H.9, H.13, H.16, H.20, H.23: GPAC #1 - #6									0	\$0
Task H.6 (18 additional GPAC meetings)									0	\$0
Task H.7: Community Workshop #1: Project Initiation									0	\$0
Task H.8: Joint Study Session #1, Introduction to the General Plan Update									0	\$0
Task H.11: Joint Study Session #2, Review Existing Conditions Report									0	\$0
Task H.12: Community Workshop #2, Issues and Opportunities Identification									0	\$0
Task H.14: Joint Study Session #3, Review Issues and Opportunities Report									0	\$0
Task H.15: Community Workshop #3, Vision and Guiding Principles									0	\$0
Task H.17: Joint Study Session #4, Vision and Guiding Principles									0	\$0
Task H.19: Community Workshop #4, Alternative Choices									0	\$0
Task H.21: Planning Commission Meeting									0	\$0
Task H.22: Town Council Meeting									0	\$0
Task H.24: Joint Study Sessions #5, #6, and #7		6							6	\$1,410
Task H.26: Community Workshop #5, Draft General Plan		8							8	\$1,880
Task H.27: Online Engagement									0	\$0
Task H.28: Ongoing Communication									0	\$0
Task H.29: Pop-up Booth for Festivals and Events									0	\$0
Subtotal	0	14	0	0	0	0	0	0	14	\$3,290
Task I: Certification of EIR and Adoption of the General Plan										
Task I.1: Response to Comments									0	\$0
Task I.2: Mitigation, Monitoring, and Reporting Program									0	\$0
Task I.3: Final Program EIR									0	\$0
Task I.4: Planning Commission Hearing		4	4				2	2	12	\$2,030
Task I.5: Town Council Hearings (2)	2	4	4					1	11	\$2,195
Task I.6: Final General Plan Documents	2	4	4					1	11	\$2,195
Task I.7: Town Council Adoption Hearing									0	\$0
Task I.8: Web-Based General Plan									0	\$0
Subtotal	4	12	12	0	0	2	4	34	34	\$6,420
Project Management										
Subtotal									0	\$0
TOTAL										
Total Hours	42	204	288	120	26	48	77	805	-	-
2018 Billing Rates (subject to change every January 1st)	\$285	\$235	\$140	\$130	\$320	\$140	\$125	-	-	-
Labor Subtotals	\$11,970	\$47,940	\$40,320	\$15,600	\$8,320	\$6,720	\$9,625	-	-	\$140,495
Direct Expenses (e.g., printing, travel, Engagement HQ fee)										\$12,000
TOTAL COST										\$152,495
CONTINGENCY⁽¹⁾										
Contingency (10%)										

Town of Los Gatos General Plan Update Budget ⁽¹⁾⁽²⁾
Mintier Harnish

PHASES/TASKS	Applied Development Economics (ADE)					TOTAL HOURS	TOTAL COST
	SVENSSON President	CHENG Senior Associate	DAYSOG Senior Associate	Production			
Task A: Project Initiation							
Task A.1: Project Scoping, Kick-off Meeting, and Town Tour	6					6	\$1,200
Task A.2: Assemble GIS Data and Prepare Base Maps						0	\$0
Task A.3: Existing Data Collection and Compilation						0	\$0
Subtotal	6	0	0	0		6	\$1,200
Task B: Prepare Background Report							
Task B.1: Administrative Draft Existing Conditions Background Report	48	60	60	10		178	\$28,450
Task B.2: Public Draft Background Report	4	8	8			20	\$3,200
Task B.3: General Plan Audit Report						0	\$0
Subtotal	52	68	68	10		198	\$31,650
Task C: Identify Community Issues, Opportunities, and Constraints							
Task C.1: Administrative Draft Issues and Opportunities Summary						0	\$0
Task C.2: Public Draft Issues and Opportunities Summary						0	\$0
Task C.3: Final Issues and Opportunities Summary						0	\$0
Subtotal	0	0	0	0		0	\$0
Task D: Development of General Plan Vision							
Task D.1: Administrative Draft Vision and Guiding Principles						0	\$0
Task D.2: Public Draft Vision and Guiding Principles						0	\$0
Task D.3: Final Vision and Guiding Principles						0	\$0
Subtotal	0	0	0	0		0	\$0
Task E: Development of Alternatives							
Task E.1: Administrative Draft Alternatives Report						0	\$0
Subtask E.1a: Fiscal Impact Analysis	60		24	4		88	\$15,940
Subtask E.1b: Transportation System Alternatives						0	\$0
Task E.2: Public Draft Alternatives Report						0	\$0
Subtotal	60	0	24	4		88	\$15,940
Task F: General Plan Goals and Policy Development							
Task F.1: Administrative Draft General Plan	8	8				16	\$2,800
Alternative VMT Thresholds						0	\$0
Task F.2: Administrative Draft Land Use and Circulation Diagrams						0	\$0
Task F.3: Preliminary Draft General Plan	2					2	\$400
Task F.4: Public Draft General Plan						0	\$0
Task F.5: General Plan Consultation and Referrals						0	\$0
Subtotal	10	8	0	0		18	\$3,200
Task G: Environmental Impact Report							
Task G.1: Staff Work Session on Program EIR Preparation						0	\$0
Task G.2: Notice of Preparation						0	\$0
Task G.3: Scoping Meeting						0	\$0
Task G.4: Administrative Draft Program EIR						0	\$0
Task G.5: Staff Review/Screen Check Draft Program EIR						0	\$0
Task G.6: Draft Program EIR						0	\$0
Subtotal	0	0	0	0		0	\$0
Task H: Community Outreach and Engagement							
Task H.1: Community Engagement Strategy						0	\$0
Task H.2: Branding and Project Logo						0	\$0
Task H.3: Set Up Online Engagement						0	\$0
Task H.4, H.10, H.18, H.25: Newsletter #1, 2, 3, and 4						0	\$0
Task H.5, H.9, H.13, H.16, H.20, H.23: GPAC #1 - #6						0	\$0
Task H.6 (18 additional GPAC meetings)						0	\$0
Task H.7: Community Workshop #1: Project Initiation	6					6	\$1,200
Task H.8: Joint Study Session #1, Introduction to the General Plan Update						0	\$0
Task H.11: Joint Study Session #2, Review Existing Conditions Report						0	\$0
Task H.12: Community Workshop #2, Issues and Opportunities Identification						0	\$0
Task H.14: Joint Study Session #3, Review Issues and Opportunities Report						0	\$0
Task H.15: Community Workshop #3, Vision and Guiding Principles						0	\$0
Task H.17: Joint Study Session #4, Vision and Guiding Principles						0	\$0
Task H.19: Community Workshop #4, Alternative Choices	8					8	\$1,600
Task H.21: Planning Commission Meeting	8					8	\$1,600
Task H.22: Town Council Meeting	8					8	\$1,600
Task H.24: Joint Study Sessions #5, #6, and #7	8					8	\$1,600
Task H.26: Community Workshop #5, Draft General Plan	8					8	\$1,600
Task H.27: Online Engagement						0	\$0
Task H.28: Ongoing Communication						0	\$0
Task H.29: Pop-up Booth for Festivals and Events						0	\$0
Subtotal	46	0	0	0		46	\$9,200
Task I: Certification of EIR and Adoption of the General Plan							
Task I.1: Response to Comments						0	\$0
Task I.2: Mitigation, Monitoring, and Reporting Program						0	\$0
Task I.3: Final Program EIR						0	\$0
Task I.4: Planning Commission Hearing						0	\$0
Task I.5: Town Council Hearings (2)						0	\$0
Task I.6: Final General Plan Documents						0	\$0
Task I.7: Town Council Adoption Hearing						0	\$0
Task I.8: Web-Based General Plan						0	\$0
Subtotal	0	0	0	0		0	\$0
Project Management							
Subtotal						0	\$0
TOTAL							
Total Hours	174	76	92	14		356	-
2018 Billing Rates (subject to change every January 1st)	\$200	\$150	\$150	\$85		-	-
Labor Subtotals	\$34,800	\$11,400	\$13,800	\$1,190		-	\$61,190
Direct Expenses (e.g., printing, travel, Engagement HQ fee)							\$5,000
TOTAL COST							\$67,190
CONTINGENCY ⁽¹⁾							
Contingency (10%)							

Town of Los Gatos General Plan Update Budget ⁽¹⁾⁽²⁾
Mintier Harnish

PHASES/TASKS	Urban Green			GRAND TOTAL
	HEID Principal	TOTAL HOURS	TOTAL COST	
Task A: Project Initiation				
Task A.1: Project Scoping, Kick-off Meeting, and Town Tour	6	6	\$1,350	\$16,555
Task A.2: Assemble GIS Data and Prepare Base Maps		0	\$0	\$2,660
Task A.3: Existing Data Collection and Compilation		0	\$0	\$5,840
Subtotal	6	6	\$1,350	\$25,055
Task B: Prepare Background Report				
Task B.1: Administrative Draft Existing Conditions Background Report		0	\$0	\$154,195
Task B.2: Public Draft Background Report		0	\$0	\$24,850
Task B.3: General Plan Audit Report		0	\$0	\$5,730
Subtotal	0	0	\$0	\$184,775
Task C: Identify Community Issues, Opportunities, and Constraints				
Task C.1: Administrative Draft Issues and Opportunities Summary		0	\$0	\$4,420
Task C.2: Public Draft Issues and Opportunities Summary		0	\$0	\$4,900
Task C.3: Final Issues and Opportunities Summary		0	\$0	\$1,345
Subtotal	0	0	\$0	\$10,665
Task D: Development of General Plan Vision				
Task D.1: Administrative Draft Vision and Guiding Principles		0	\$0	\$6,255
Task D.2: Public Draft Vision and Guiding Principles		0	\$0	\$5,610
Task D.3: Final Vision and Guiding Principles		0	\$0	\$1,685
Subtotal	0	0	\$0	\$13,550
Task E: Development of Alternatives				
Task E.1: Administrative Draft Alternatives Report	20	20	\$4,500	\$39,110
Subtask E.1a: Fiscal Impact Analysis		0	\$0	\$16,280
Subtask E.1b: Transportation System Alternatives		0	\$0	\$18,320
Task E.2: Public Draft Alternatives Report		0	\$0	\$8,010
Subtotal	20	20	\$4,500	\$81,720
Task F: General Plan Goals and Policy Development				
Task F.1: Administrative Draft General Plan	8	8	\$1,800	\$110,825
Alternative VMT Thresholds		0	\$0	\$16,535
Task F.2: Administrative Draft Land Use and Circulation Diagrams		0	\$0	\$7,625
Task F.3: Preliminary Draft General Plan		0	\$0	\$37,775
Task F.4: Public Draft General Plan		0	\$0	\$11,180
Task F.5: General Plan Consultation and Referrals		0	\$0	\$2,720
Subtotal	8	8	\$1,800	\$186,660
Task G: Environmental Impact Report				
Task G.1: Staff Work Session on Program EIR Preparation		0	\$0	\$4,230
Task G.2: Notice of Preparation		0	\$0	\$1,750
Task G.3: Scoping Meeting		0	\$0	\$4,155
Task G.4: Administrative Draft Program EIR		0	\$0	\$161,595
Task G.5: Staff Review/Screen Check Draft Program EIR		0	\$0	\$20,890
Task G.6: Draft Program EIR		0	\$0	\$9,000
Subtotal	0	0	\$0	\$201,620
Task H: Community Outreach and Engagement				
Task H.1: Community Engagement Strategy		0	\$0	\$4,190
Task H.2: Branding and Project Logo		0	\$0	\$1,900
Task H.3: Set Up Online Engagement		0	\$0	\$8,890
Task H.4: H.10, H.18, H.25: Newsletter #1, 2, 3, and 4		0	\$0	\$16,280
Task H.5: H.9, H.13, H.16, H.20, H.23: GPAC #1 - #6		0	\$0	\$28,110
Task H.6 (18 additional GPAC meetings)		0	\$0	\$46,980
Task H.7: Community Workshop #1: Project Initiation	6	6	\$1,350	\$7,490
Task H.8: Joint Study Session #1, Introduction to the General Plan Update		0	\$0	\$4,090
Task H.11: Joint Study Session #2, Review Existing Conditions Report		0	\$0	\$4,090
Task H.12: Community Workshop #2, Issues and Opportunities Identification		0	\$0	\$7,930
Task H.14: Joint Study Session #3, Review Issues and Opportunities Report		0	\$0	\$4,090
Task H.15: Community Workshop #3, Vision and Guiding Principles	12	12	\$2,700	\$12,610
Task H.17: Joint Study Session #4, Vision and Guiding Principles		0	\$0	\$4,090
Task H.19: Community Workshop #4, Alternative Choices	12	12	\$2,700	\$17,330
Task H.21: Planning Commission Meeting	8	8	\$1,800	\$8,170
Task H.22: Town Council Meeting	8	8	\$1,800	\$6,940
Task H.24: Joint Study Sessions #5, #6, and #7		0	\$0	\$17,275
Task H.26: Community Workshop #5, Draft General Plan		0	\$0	\$14,750
Task H.27: Online Engagement		0	\$0	\$8,420
Task H.28: Ongoing Communication		0	\$0	\$10,800
Task H.29: Pop-up Booth for Festivals and Events		0	\$0	\$4,880
Subtotal	46	46	\$10,350	\$239,305
Task I: Certification of EIR and Adoption of the General Plan				
Task I.1: Response to Comments		0	\$0	\$19,230
Task I.2: Mitigation, Monitoring, and Reporting Program		0	\$0	\$3,850
Task I.3: Final Program EIR		0	\$0	\$4,940
Task I.4: Planning Commission Hearing		0	\$0	\$9,060
Task I.5: Town Council Hearings (2)		0	\$0	\$13,595
Task I.6: Final General Plan Documents		0	\$0	\$16,850
Task I.7: Town Council Adoption Hearing		0	\$0	\$5,530
Task I.8: Web-Based General Plan		0	\$0	\$22,750
Subtotal	0	0	\$0	\$95,805
Project Management				
Subtotal		0	\$0	\$66,820
TOTAL				
Total Hours	80	80	-	7,320
2018 Billing Rates (subject to change every January 1st)	\$225	-	-	-
Labor Subtotals	\$18,000	-	\$18,000	\$1,106,975
Direct Expenses (e.g., printing, travel, Engagement HQ fee)			\$500	\$69,000
TOTAL COST			\$18,500	\$1,174,975
CONTINGENCY ⁽¹⁾				
Contingency (10%)				\$117,498



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 08/17/2021

ITEM NO:

DATE: August 6, 2021
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Authorize the Town Manager to execute a Second Amendment to an Agreement for Consultant Services with Mintier Harnish for preparation of the General Plan update and Environmental Impact Report (EIR).

RECOMMENDATION:

Authorize the Town Manager to execute a Second Amendment to an Agreement for Consultant Services with Mintier Harnish for preparation of the General Plan update and Environmental Impact Report (EIR).

BACKGROUND:

On July 9, 2018, the Town Council authorized the Town Manager to enter into an Agreement with Mintier Harnish for the preparation of the General Plan update and EIR. The term of the original Agreement that was executed had an expiration date of July 31, 2020

On August 1, 2020 the Town approved a First Amendment to an Agreement to extend the term expiration to July 31, 2021.

DISCUSSION:

The General Plan update and EIR have not been considered by the Planning Commission or Town Council. Therefore, staff is requesting that the term expiration be extended to March 31, 2022.

CONCLUSION:

Staff recommends that the Town Council authorize the Town Manager to execute a Second Amendment to an Agreement (Attachment 1) with Mintier Harnish so the General Plan update and EIR processes can be completed.

COORDINATION:

PREPARED BY: Joel Paulson
Community Development Director

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Finance Director

PAGE 2 OF 2

SUBJECT: Mintier Harnish

DATE: August 5, 2021

This report was coordinated with the Town Manager's Office, Town Attorney's Office, and Finance Department.

FISCAL IMPACT:

There is no Fiscal Impact as the only item being amended is the expiration of the term.

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA, and no further action is required.

Attachments:

1. Draft Mintier Harnish Second Amendment to an Agreement
2. Original Agreement for Consultant Services



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/06/2021

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 Point West Insurance Assoc. 1455 Response Road #240 Sacramento, CA 95815 M Stuart Nelson		CONTACT NAME:	
		PHONE (A/C, No, Ext):	
		FAX (A/C, No):	
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Hartford Casualty Company	
		INSURER B : Hartford Fire Insurance Co	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						
X	COMMERCIAL GENERAL LIABILITY	Y		57SBAEF2053	04/24/2021	04/24/2022	EACH OCCURRENCE \$ 2,000,000
	CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
A	Hired/Owned Auto			57SBAEF2053	04/24/2021	04/24/2022	MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 2,000,000
X	POLICY						GENERAL AGGREGATE \$ 4,000,000
	PRO-JECT						PRODUCTS - COMP/OP AGG \$ 4,000,000
	LOC						H/NO Auto \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
	SCHEDULED AUTOS						
	NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						
	RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			57WECNU9666	04/24/2021	04/24/2022	X WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

General Liability Additional Insured and Primary wording included in the SS0008 04/05 endorsement attached.

CERTIFICATE HOLDER

CANCELLATION

Town of Los Gatos
 110 East Main Street
 Los Gatos, CA 95030

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

M. Stuart Nelson

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ACORD 25 (2010/05)

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jarmen@losgatosca.gov

MINTIER HARNISH LP
POLCY 57SBAEF2053

QUICK REFERENCE
BUSINESS LIABILITY COVERAGE FORM
READ YOUR POLICY CAREFULLY

BUSINESS LIABILITY COVERAGE FORM	Beginning on Page
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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.

BUSINESS LIABILITY COVERAGE FORM

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

BUSINESS LIABILITY COVERAGE FORM

- (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

BUSINESS LIABILITY COVERAGE FORM

- (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.

BUSINESS LIABILITY COVERAGE FORM**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;

BUSINESS LIABILITY COVERAGE FORM

(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.

BUSINESS LIABILITY COVERAGE FORM**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;

BUSINESS LIABILITY COVERAGE FORM

- (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.

BUSINESS LIABILITY COVERAGE FORM**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,

BUSINESS LIABILITY COVERAGE FORM

- (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

BUSINESS LIABILITY COVERAGE FORM

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.

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- (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:

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(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.

BUSINESS LIABILITY COVERAGE FORM

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.

BUSINESS LIABILITY COVERAGE FORM

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.

BUSINESS LIABILITY COVERAGE FORM**(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.

BUSINESS LIABILITY COVERAGE FORM**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

BUSINESS LIABILITY COVERAGE FORM

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.