

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and LSA Associates, Inc. with an address at 285 South Street, Suite P, San Luis Obispo, CA 93401(hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE

Dana Eady at phone number (805) 934-6266 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Pam Reading at phone number (805) 782-0745 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Dana Eady, County of Santa Barbara, Planning & Development Department
624 W. Foster Road, Suite C, Santa Maria, CA 93455, (805) 934-6258 (Fax)

To CONTRACTOR: Pam Reading, Principal, LSA Associates, Inc.
285 South Street, Suite P, San Luis Obispo, CA, 93401 (805) 782-0796 (Fax)

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. TERM

CONTRACTOR shall commence performance on January 29, 2019 and end performance upon completion, but no later than January 31, 2020 unless otherwise directed by COUNTY or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

7. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

18. NON-ASSIGNMENT

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. TERMINATION

A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing

unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.

2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
 3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

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

27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. **AUTHORITY**

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

31. **SURVIVAL**

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. **PRECEDENCE**

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provision of the numbered section of this Agreement shall prevail over those in the Exhibits.

33. **SUBCONTRACTOR**

CONTRACTOR is authorized to subcontract with subcontractors identified in Contractor's Proposal. CONTRACTOR shall be fully responsible for all services performed by its subcontractor. CONTRACTOR shall secure from its subcontractor all rights for COUNTY in this Agreement, including audit rights.

34. **HANDLING OF PROPRIETARY INFORMATION**

CONTRACTOR understands and agrees that certain materials which may be provided may be classified and conspicuously labeled as proprietary confidential information. That material is to be subject to the following special provisions:

A. All reasonable steps will be taken to prevent disclosure of the material to any person except those personnel of CONTRACTOR working on the project who have a need to use the material.

B. Upon conclusion of CONTRACTOR'S work, CONTRACTOR shall return all copies of the material direct to party providing such material. CONTRACTOR shall contact COUNTY to obtain the name of the specific party authorized to receive the material.

35. **IMMATERIAL CHANGES**

CONTRACTOR and COUNTY agree that immaterial changes to the work program (time frame and mutually agreeable work program changes which will not result in a change to the total contract amount) may be authorized by Planning and Development Director, or designee in writing, and will not constitute an amendment to the Agreement.

36. **NEWS RELEASES/INTERVIEWS**

CONTRACTOR agrees for itself, its agents, employees and subcontractors, it will not communicate with representatives of the communications media concerning the subject matter of this Agreement without prior written approval of the COUNTY Project Coordinator. CONTRACTOR further agrees that all media requests for communication will be referred to COUNTY'S responsible personnel.

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **LSA Associates, Inc.**

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Dianne M. Black, Director
Planning & Development

By: _____
Department Head

CONTRACTOR:

Pam Reading, Principal
LSA Associates, Inc.

By: _____
Authorized Representative

Name: _____

Title: _____

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Deputy

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management

**Attachment 1
EXHIBIT A**

STATEMENT OF WORK

CONTRACTOR shall render services in accordance with the Proposal for Preparation of a Supplemental Environmental Impact Report for the Proposed Orcutt Marketplace Project (Key Site 1), dated December 4, 2018, as attached hereto as Appendix 1 and incorporated herein by reference ("Proposal"). The Proposal describes the Supplemental Environmental Impact Report scope of work, which includes: consultant qualifications and experience, key personnel and project management program, study methodology, document preparation, project schedule, and cost estimate.

Pam Reading, Nicole J. West, Amy E. Fischer, Bo Gould, Cara Carlucci, Dean Arizabal, John T. Stephens, Laurel H. Frakes, Leland Villalvazo, and Shelby Cramton shall be the individual(s) personally responsible for providing all services hereunder. CONTRACTOR may not substitute other persons without the prior written approval of CONTRACTOR's Designated Representative, as stated in Section 1 of the Agreement.

Suspension for Convenience. COUNTY may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 30 days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

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**Attachment 1
EXHIBIT B**

**PAYMENT ARRANGEMENTS
Periodic Compensation at Selected Milestones**

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total base contract amount, including cost reimbursements, not to exceed \$148,680.00. Upon written approval by the Director of Planning and Development, or designee, up to a 10% contingency cost may be approved beyond the total base in an amount not to exceed \$14,868.00, making the overall Agreement total, including cost reimbursements, not to exceed cost is \$163,548.00.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR’s satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY.
- C. Upon completion of the work for each milestone and/or delivery to COUNTY of item(s) specified below, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed in accomplishing each milestone. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and/or item(s) delivered and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR. The use of contingency funds is only released for work outside of the scope included in the statement of work and must be approved by the Planning and Development Director.

Percentage of Total Contract Amount	Milestone Description	Maximum Amount Chargeable
60%	Acceptance of Admin Draft SEIR	\$89,208.00
20%	Acceptance of Draft SEIR	\$29,736.00
10%	Acceptance of Final SEIR	\$14,868.00
10%	SEIR Certification	\$14,868.00

The final milestone payment above shall not be made until all services have been completed and item(s) as specified in **EXHIBIT A** and in **Appendix 1** have been delivered and found to be satisfactory.

- D. COUNTY’s failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY’s right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

**Attachment 1
EXHIBIT C**

**Indemnification and Insurance Requirements
(For Professional Contracts)**

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

**ATTACHMENT 1
APPENDIX 1**

LSA Associates, Inc. Proposal

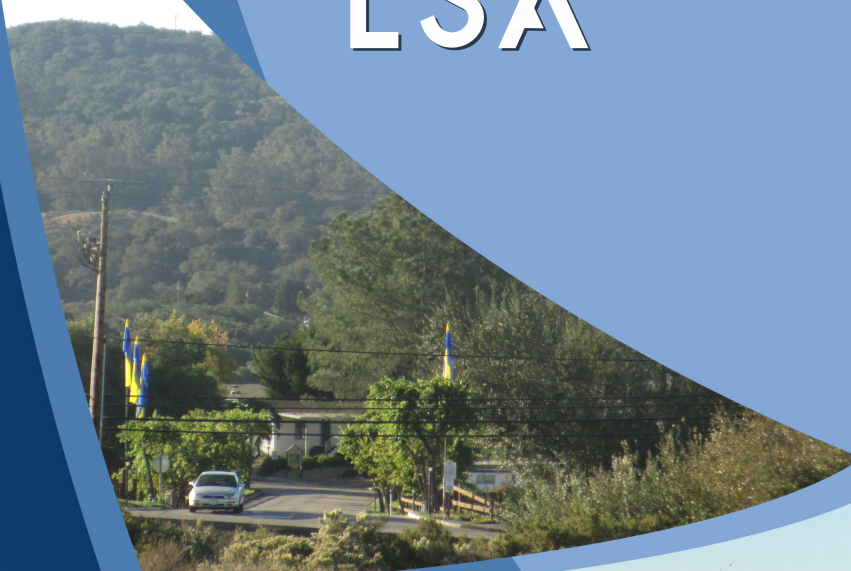


Supplemental Environmental Impact Report Proposal for the Orcutt Marketplace Project

for the
County of Santa Barbara

Prepared by:

LSA



December 4, 2018

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CARLSBAD
FRESNO
IRVINE
LOS ANGELES
PALM SPRINGS
POINT RICHMOND
RIVERSIDE
ROSEVILLE
SAN LUIS OBISPO

December 4, 2018

Dana Eady, Senior Planner
Santa Barbara County Planning and Development
624 West Foster Road, Suite C
Santa Maria, CA 93455

Subject: Proposal for Preparation of a Supplemental Environmental Impact Report for the Proposed Orcutt Marketplace Project (Key Site 1)

Dear Ms. Eady:

Thank you for the opportunity to partner with the County of Santa Barbara in preparing a Supplemental Environmental Impact Report (EIR) for the Proposed Orcutt Marketplace Project (Key Site 1). After speaking with you this morning, LSA has refined this proposal to address the client's request for a shorter schedule in exchange for additional budget. Within this revised proposal, LSA is proposing to prepare the Administrative Draft Supplemental EIR in 50 working days, down from our original proposal of 85 working days. Preparing the Administrative Draft Supplemental EIR in approximately 50% less time than our original proposal will require us to use more staff at a higher billing rate, which has increased our labor costs. LSA's abbreviated schedule is based on the assumption that a final site plan will be provided upon receiving a Notice to Proceed. LSA's schedule is also based on the assumption that the technical studies will not require major revisions or additional analysis in order to complete the Administrative Draft Supplemental EIR.

We hope our changes meet with the County's and the client's approval as we are available to initiate the work as soon as we receive an approved contract and Notice to Proceed. The contents of this proposal, including the not-to-exceed cost, will remain effective for sixty (60) days from the date of this proposal. If you have any further questions regarding this proposal, please call Ms. Reading or Ms. West at 805-782-0745 or contact them by email at pam.reading@lsa.net or nicole.west@lsa.net, respectively. We look forward to working with the County of Santa Barbara.

Sincerely,

LSA Associates, Inc.

Rob McCann
Chief Executive Officer

Nicole West
Project Manager

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1. INTRODUCTION

A. PROJECT UNDERSTANDING

The project applicant is seeking the approval of a Development Plan and Conditional Use Permit to allow for the development of a new mixed-use commercial center (i.e., residential apartments and commercial development) on a project site that was previously approved for commercial development as part of the Orcutt Community Plan Area. The currently vacant project site, referred to as Key Site 1, is bordered by U.S. Highway 101 (US-101) to the east, Clark Avenue to the south, and residential uses to the west. The project site is designated as General Commercial in the Orcutt Community Plan (OCP) and is zoned C-2 (Retail Commercial). The OCP designates Key Site 1 as a “gateway” site for development of a commercial center.

In 1997, the County of Santa Barbara (County) adopted the OCP and certified the Orcutt Community Plan Environmental Impact Report (OCP EIR). The OCP EIR was a Program EIR for buildout of the Orcutt Community Plan Area. As part of the OCP EIR, a “mini-EIR” was prepared for Key Site 1 (project site) to evaluate site-specific impacts that would occur as a result of development of the site. In 2012, an OCP 2012 Amendments Final Supplemental EIR was prepared to address minor changes to the environmental conditions of the project area related to flood control, the wetlands delineation, and traffic level of service on Clark Avenue. In 2013, an Addendum to the OCP 2012 Amendments Final Supplemental EIR was prepared to address a court order pertaining to an erroneous wetland delineation that was part of the OCP 2012 Amendments Final Supplemental EIR. Since the work described on the following pages will rely on and supplement all the environmental work that has been done to date on Key Site 1 in the Orcutt Community Plan Area, to simplify reference to these documents, the three environmental documents listed above (including the “mini-EIR” that was part of the OCP EIR) will be referred to hereafter as the OCP EIR and associated background materials.

The OCP EIR identified that the potential build out of Key Site 1 could include approximately 372,708 square feet (sf) of commercial space, including a 40,000 to 60,000 sf grocery store, a 15,000 to 20,000 sf drug store, and various other uses (e.g., sit down and fast food restaurants, retail shops, office space, a gas station, a movie theater, and possibly a motel). The Development Plan analyzed in the “mini-EIR” for Key Site 1 included a 241,000 sf commercial center (approved project). Phase I of the approved project included a 50,000 to 60,000 sf grocery store, 60,000 sf of major retail, 24,000 sf of shops, three drive-through fast food restaurants, and a gas station. Phase II included a 50,000 sf home improvement center, a 25,000 sf movie theater, and a 6,000 sf sit-down restaurant. The development would include approximately 1,200 parking spaces.

It is LSA’s understanding that the County of Santa Barbara is seeking an environmental consultant to prepare a Supplemental EIR pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15162, the County Guidelines for the Implementation of the California Environmental Quality Act of 1970 As Amended, and the County Thresholds and Guidelines Manual. The Supplemental EIR would address proposed changes to the Development Plan that differ from those that were analyzed and approved in the 1997 OCP EIR. The proposed Development Plan would include approximately 211,264 sf of commercial space and 211,040 sf of mixed-use residential (apartments) on approximately 24.66 acres (ac) (i.e., proposed project) and 4.7 ac of undeveloped land. The proposed



project would include a hotel, two mixed-use buildings (commercial and residential), a drive-through pharmacy, two sit-down restaurants, a retail building, three drive-through fast food restaurants, a gas station and mini-mart, a car wash, and a brewery. The development would include 831 parking spaces.

The proposed project would require: (a) four Conditional Use Permits to allow development of three drive-through fast food restaurants and one drive-through pharmacy, (b) two Minor Conditional Use Permits to allow development of a car wash and mixed-use residential; and (c) modification of the 35-foot (ft) building height restriction to allow the development of a 68 ft tall hotel, two 59.6 ft tall mixed-use buildings, and a 38.5 ft tall restaurant.

B. APPROACH

Based on the above understanding of the proposed project and the project area, as well as a review of the available technical studies and the OCP EIR and associated background documents, LSA has prepared a pragmatic work program for completion of a Supplemental EIR for the proposed project. The following approach and technical requirements demonstrate LSA's ability to accomplish the work program outlined in Chapter 4, Study Methodology, of this proposal. Specifically, the work program will provide the County with the following:

- Peer reviews of applicant-prepared technical studies to ensure each technical report contains the necessary information for preparation of the CEQA document
- A Supplemental EIR to allow environmental clearance of the proposed project, including site preparation, construction, and operation
- An environmental analysis of the following issue areas: Visual Resources/Open Space, Air Quality, Biological Resources, Health Risk Assessment, Noise, Public Services, Traffic/Circulation, Water Resources, and Wastewater in a document that is defensible and complete
- A communicative Project Management Team

LSA will take a proactive role in resolving issues and pursuing needed information and decisions in order to facilitate completion of the environmental analysis within the schedule. If issues arise that would jeopardize the schedule, LSA will immediately inform the County of the problem and diligently develop alternative approaches that would maintain the schedule.

LSA has organized the Project Management Team and tasks in order to accomplish the following:

- Prepare a thorough and logically organized assessment of impacts to withstand scrutiny, as required by CEQA.
- Provide final environmental clearance for all proposed project components.
- Work constructively and efficiently with the County to minimize project delays.
- Ensure that all procedural steps required by CEQA are met in a timely manner according to an agreed-upon schedule.
- Take a proactive role in resolving issues and pursuing needed information and decisions to facilitate completion of the CEQA requirements within the agreed-upon schedule.



- Effectively use email, telephone, letter correspondence, and meetings, as appropriate, to communicate with the County in a timely and thorough manner to ensure efficient coordination and flow of information.
- Provide in-house review of all products by a technical editor and a Principal prior to submittal, as stated in the LSA Quality Control (QC) Handbook. LSA's QC procedures ensure that LSA documents arrive for review in final form, thereby allowing the reviewer to concentrate on issues of substance rather than on editing tasks.

The Supplemental EIR will be thorough and will rely primarily on the substantial amount of background material that's already been published about the site as well as the technical studies that have been prepared by the applicant. The Supplemental EIR will be prepared in a format similar to Volumes I and II of the OCP EIR. The Supplemental EIR will rely heavily on the existing environmental conditions of the project site as presented in the OCP EIR and associated background materials but will update the information to reflect any new conditions, where applicable. The Supplemental EIR will utilize the County's Thresholds of Significance and will utilize the impacts identified in Volumes I and II of the OCP EIR for analyzing the proposed project. However, this Supplemental EIR will provide new project-specific and cumulative impacts and associated analyses if new potential impacts are identified. As with the impact discussion, the Supplemental EIR will utilize the mitigation measures identified in Volumes I and II of the OCP EIR but will prescribe new feasible and effective project-specific and cumulative mitigation measures, as needed. Finally, the Supplemental EIR will be consistent with the intent of CEQA to provide the public and decision-makers with complete disclosure of environmental issues associated with the proposed project so they may make informed decisions.



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2. QUALIFICATIONS

A. FIRM HISTORY

Founded in 1976, LSA is a 100% employee-owned environmental consulting firm with offices throughout California. The firm was designed to meet the need for environmental evaluation as a result of the passage of CEQA in 1970. From this foundation, the firm's expertise, experience, and services have grown to encompass the many issues related to environmental law. LSA now has 42 years of experience helping clients navigate the often complex process of environmental review pursuant to CEQA and the National Environmental Policy Act (NEPA). While environmental planning and environmental assessment is one of LSA's key practice areas, the firm offers technical expertise in the areas of air quality, noise, climate change, cultural, historic and paleontological resources, data management, land use and community planning, natural resources and permitting, transportation, water quality, and geographic information systems (GIS) and graphics. A brief description of the services LSA provides with respect to each of the desirable qualifications and expertise sought by the County of Santa Barbara is provided in Section C, Firm Capabilities, below.

LSA is an employee-owned environmental, transportation, and community planning firm with nine offices in California.

LSA's Federal Tax Identification Number: 94-2341614

B. FIRM ORGANIZATIONAL STRUCTURE/TOP MANAGEMENT

LSA's business is managed under the direction of its Board of Directors and designated officers who carry out specific corporate functions. Corporate directors and officers include some LSA Principals as well as outside advisors. The primary functions of corporate directors and officers are to guide the company in meeting legal obligations and to assist in corporate and business development.

Personnel and operating policies are implemented by LSA's President/Chief Operating Officer, who reports to the Chief Executive Officer, who in turn responds to direction from the Board. LSA's financial performance is reviewed monthly by a Management Committee. The Management Committee is made up of the Chief Executive Officer, President, Chief Financial Officer, and the Managing Principal of each office. The Executive Management Team (i.e., Chief Executive Officer, President, Vice President, and Chief Financial Officer) is responsible for making business decisions, implementing policies set by the Principals, making policy recommendations to the Principals group, and determining firm-wide goals. The Principals group is made up of all the Principals of LSA and is responsible for evaluating and setting policies for the company. The Principals group develops policies that will benefit the company and the professional growth of all employees. Each office has a designated Managing Principal who is responsible for the day-to-day operations of the office.

C. FIRM CAPABILITIES

Environmental planning has been the cornerstone of LSA's professional services and continues to be one of the firm's key practice areas. LSA's environmental staff includes expert CEQA/NEPA practitioners. The LSA staff has prepared thousands of Negative Declarations (NDs), Mitigated Negative Declarations (MNDs), EIRs, and Environmental Impact Statements (EISs). Processing CEQA documents is LSA's core service. LSA's environmental planners offer deep knowledge of science and regulations, solid problem-solving skills, and well-rounded solutions. This balanced approach has



earned LSA a reputation for thorough, credible, and objective reports. While LSA prides itself on its technical document preparation skills, the most important aspect of its overall service is its project management skills. On a daily basis, this translates into tracking and expediting documents through the steps necessary to successfully complete CEQA/NEPA requirements in a timely manner.

LSA's specific professional capabilities are described below:

- **Environmental Analysis:** LSA's environmental staff includes expert CEQA/NEPA practitioners. LSA has prepared hundreds of EIRs and EISs. The firm offers broad expertise in environmental analysis and can guide your project through all aspects of CEQA and NEPA compliance and mitigation plans. LSA offers highly efficient and responsive support to both public and private-sector clients.
- **Air Quality/Climate Change:** LSA's Air Quality and Climate Change staff offers complete assessment modeling and monitoring of air quality and climate change impacts for school, residential, commercial, and industrial developments; General Plan and Specific Plan studies; and transportation projects. These services include modeling of construction and operational emissions with mobile and stationary sources. In addition, LSA remains current in regard to ever-changing regulations and requirements pertaining to greenhouse gas (GHG) emissions and global climate change.
- **Biological Resources:** LSA's Biological Resources staff members are known for their outstanding expertise in evaluation, management, and restoration of biological resources. LSA's staff of scientists prepares biological resource inventories, constraints analyses, and impact assessments. LSA's extensive experience in wetlands analysis, special-status species evaluation, and environmental permitting is respected by both clients and regulatory agency staff. LSA designs habitat restoration plans and mitigation banks, implements and monitors revegetation programs, and facilitates successful completion of permitting assignments. Extensive use of GIS and global positioning systems (GPS) has become a regular part of LSA's work.
- **Cultural/Paleontological Resources:** LSA's Cultural and Paleontological Resources staff provides field surveys, testing, laboratory services, resource evaluation, and historical assessments. When required to offset significant impacts, LSA will develop cost-sensitive and practical mitigation for cultural and paleontological resource protection and preservation.
- **Geographic Information Systems/Graphics.** LSA's GIS staff utilizes up-to-date technology to map and analyze environmental data and information. LSA applies GPS technology to locate resources and geographic reference points for surveys. Spatial data are used to generate digital maps and aerial photographic overlays to facilitate project planning, augment environmental impact assessments, and enhance public presentations. LSA's Graphics staff is critical to the firm's success, providing complex information in visually appealing presentations. Accurate and clear mapping, visual simulations, shade and shadow analyses, and photography are essential components of the company's presentation of environmental analyses and planning projects.
- **Noise:** LSA's Noise staff offers complete assessment modeling and monitoring of noise impacts for school, residential, commercial, and industrial developments; General Plan and Specific Plan studies; and transportation projects. LSA's services range from construction-level analyses of noise and vibration impacts for both transportation and development projects of all types to the



assessment of planning documents and studies of unique sources of noise (e.g., airplanes, trains, and industrial equipment).

- **Traffic:** LSA's Traffic staff offers comprehensive planning and engineering services for all aspects of development and transportation projects. Services include the preparation of Traffic Impact Assessment reports, modeling for regional transportation networks, identifying roadway funding and cost-sharing opportunities, assessing traffic and parking conditions, and developing strategic solutions.
- **Water Quality:** The Water Quality staff offers specialized expertise in storm water runoff management, water quality assessment, and best management practices (BMPs) to develop effective solutions to water quality issues and prevent contamination of our nation's waters. LSA also provides water quality monitoring services for active construction sites.

D. RECENT EXPERIENCE

LSA is currently undertaking or has successfully completed numerous EIRs, including supplemental and subsequent CEQA documents, for projects on the Central Coast and/or for projects with characteristics similar to the Orcutt Marketplace Project. This section highlights a few select projects that demonstrate LSA's recent experience working with public agencies to complete CEQA analyses.

Marriott Springhill Suites Hotel EIR/In-N-Out Burger EIR and EIR Addendum

LSA prepared technical reports and a partial EIR for a Marriott Springhill Suites Hotel in the City of Seaside until the hotel developer withdrew the application and was replaced by a developer proposing an In-N-Out Burger restaurant for the same project site. The City of Seaside retained LSA's services to revise the existing technical reports as needed and to complete an EIR for a proposed In-N-Out Burger drive-through restaurant. The 2.23 ac project site is located approximately 0.3 mile (mi) southeast of Monterey Bay and is within the Coastal Zone. The project site is adjacent to Laguna Grande Lake and Regional Park and across from Roberts Lake. Issues that were addressed in both the initial EIR for the Marriot Springhill Suites and also the subsequent EIR for the In-N-Out Burger restaurant included: biological, visual, and cultural resources; traffic and circulation; noise; air and water quality; water supply; soil and groundwater quality as a result of previous on-site land uses; potential flooding; geology and soils; land use planning; energy and GHG emissions; and public services. Although the project was not approved by the Seaside City Council, the EIR was certified in July 2011. In the spring of 2014, the Seaside City Council decided to revisit the In-N-Out Burger drive-through restaurant and has once again contracted with LSA to prepare updated technical analyses and a Modified Initial Study/Addendum to the previously certified EIR. The Addendum was approved in March 2015. LSA conducted the construction monitoring for biological resources. The restaurant opened for business in the spring of 2016.





Century City Center Office Development Subsequent EIR

LSA prepared a Subsequent EIR for a commercial development at the northeast corner of Avenue of the Stars and Constellation Boulevard in Century City. An important component of the project was its adherence to the City's Low Impact Development (LID) Ordinance. The applicant had previously entitled a project at the same location but sought to revise the project to include: (1) construction of a 37-story, approximately 700,000 sf office building; (2) approximately 25,830 sf of low-rise, one- and two-story office space; (3) an approximately 1,300 sf Mobility Hub; (4) a Transit Plaza for the extension of the Westside Subway; (5) approximately 4,120 sf of ancillary retail; and (6) a partially subterranean parking structure with approximately 1,579 stalls and an approximately 2.14 ac (approximately 93,000 sf) landscaped green-roof deck that would be accessible to project tenants and their guests. The Modified Project was designed to achieve a Leadership in Energy and Environmental Design (LEED) Platinum rating or equivalent green building standard. As the first LEED Platinum Project in Los Angeles, LSA worked closely with the City of Los Angeles, the applicant, and legal counsel to incorporate the project's sustainability features into the environmental analysis. LSA also prepared air quality, noise, and GHG technical analyses.

Department of Motor Vehicles (DMV) Field Office Replacement Project IS/MND

LSA is working in cooperation with the State of California, Department of General Services to prepare an Initial Study/Mitigated Negative Declaration (IS/MND) and required technical studies for the Department of Motor Vehicles (DMV) Field Office Replacement Project in Santa Maria, California. The new field office will be approximately 13,700 sf and will be developed on a 3 ac site that is currently owned by the State of California. The project will be part of the Zero Net Energy (ZNE) Pilot Program described in the Governor's Executive Order (EO) B-18-12, which states that "all new state buildings and major renovations beginning design after 2025 be constructed as Zero Net Energy facilities with an interim target for 50% of new facilities beginning design after 2020 to be Zero Net Energy." The IS/MND was circulated for public review on October 30, 2018.



The Inn at Mattie's Tavern EIR

LSA prepared a focused EIR for the County of Santa Barbara, Planning and Development, on a proposed cottage inn and restaurant associated with the historic Mattei's Tavern building in the Los Olivos Township in central Santa Barbara County. Built in 1885 to serve customers of the then-planned Pacific Coast Railway, Mattei's Tavern is an iconic historic landmark in Los Olivos. The project applicant proposed to expand the existing restaurant and bring a hotel component back to the property. The proposal included the construction of 64 cottage-style guestrooms, a gymnasium, a spa, a swimming pool, a meeting/banquet room, a small boutique and reception building, a kitchen expansion, a single-story restaurant addition with a basement, and other facilities for staff. The EIR analysis focused on the following potentially significant



environmental impacts: historic resources, the visual character of the project site, the alteration of scenic vistas and viewsheds, increased traffic and the safety of traffic operations with ingress and egress across Highway 154, and the processing of project wastewater. The Final EIR was approved by the County Planning Commission in January 2013.



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3. PERSONNEL

A. KEY PERSONNEL

LSA will manage the Orcutt Marketplace Project from our San Luis Obispo office and draw upon staff resources from our Fresno, Irvine, and Point Richmond offices to conduct the technical peer review and assist in preparation of the Supplemental EIR. Please see the Organization Chart on the following page. Team résumés are provided in Appendix A.

Effective project management is critical to the success of environmental analysis. Pam Reading, Principal in Charge, and Nicole West, Project Manager, will undertake a variety of general project management tasks throughout the preparation of the Supplemental EIR.

Pam Reading, Principal Environmental Planner, will be the Principal in Charge for the Orcutt Marketplace Project. Ms. Reading is an Environmental Planning Principal in LSA's San Luis Obispo office. She has 14 years of experience managing and preparing environmental documents pursuant to CEQA and NEPA, including Initial Studies (ISs), MNDs, EIRs, Environmental Assessments (EAs), and EISs. Ms. Reading also manages the preparation of technical studies, develops technical CEQA/NEPA analyses, and provides her clients with expertise in land use planning and land use regulations. Ms. Reading specializes in working with public agencies to complete transportation and land development projects. Ms. Reading has been with LSA's San Luis Obispo office since 2004 and is very familiar with environmental issues along the Central Coast.

In keeping with LSA's commitment to senior level management, Ms. Reading maintains substantive involvement with projects as a means of assuring high-quality products and balanced professional consultation. Ms. Reading will oversee the budget, schedule, and quality assurance for all work undertaken. She will strategize and work with Ms. West to craft the project description on which the environmental analysis will be based, and will advise on CEQA procedural matters as well as application of the CEQA Guidelines to this project.

Ms. West will be in charge of day-to-day activities associated with the project. Project management tasks include regular client contact, contract negotiation and management, oversight of team members, schedule coordination, and development of products. Ms. West will provide direction to all team members that will ensure an internally consistent, coherent document. She will also review all deliverables before they are submitted to the County of Santa Barbara.

Nicole West, Associate Environmental Planner, will serve as Project Manager. Ms. West has over 18 years of experience in the management and preparation of environmental documents. Ms. West is responsible for managing and preparing environmental documents for a variety of transportation and land development/redevelopment projects in compliance with CEQA and NEPA, including all types of documents. As a Certified Professional in Stormwater Quality (CPSWQ), Ms. West also prepares water quality assessment reports and peer reviews hydrology reports and stormwater control plans. In addition to her project management responsibilities, Ms. West will review the applicant-prepared Hydrology Report, Soils Engineering and Engineering Geology Report,

and Stormwater Control Plan. Ms. West has been with LSA for 12 years and with LSA's San Luis Obispo office since 2014.

Neither Ms. Reading nor Ms. West will be reassigned or replaced without prior written approval by the County. Project Managers at LSA are supported by in-house planners and technical specialists, as identified below.



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County of Santa Barbara
Planning and Development





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Amy Fischer, Principal, will peer review the applicant-prepared air quality study and provide principal-level quality assurance on the Health Risk Assessment (HRA) and the air quality section and noise section of the Supplemental EIR. Ms. Fischer is the principal air quality, GHG emissions, and noise analyst for CEQA/NEPA and planning documents. Ms. Fischer possesses a comprehensive knowledge of CEQA requirements for air districts throughout California. Her noise experience includes ambient noise monitoring and the application of local and State noise standards used in impact analysis and development noise mitigation for residential, commercial, and infrastructure development projects. Ms. Fischer was the Principal air quality and noise specialist for the Santa Maria Department of Motor Vehicles (DMV) Field Office Replacement Project.

Bo Gould, Biologist, will peer review the applicant-prepared Biological Resources Assessment and the Survey for Potential Wetland and Special-Status Plant Species. Mr. Gould has worked on diverse projects throughout Southern California that range in size from less than 1 ac to over 400 ac. In addition to serving as a Biological Monitor for numerous construction and habitat restoration projects, Mr. Gould has successfully prepared regulatory compliance documentation and has assisted clients in navigating complex environmental permitting processes. His broad experience in the fields of natural resource management and ecological research includes the preparation of biological impact assessments and habitat conservation plans, jurisdictional delineations, wildlife monitoring, and focused insect, bird, mammal and plant surveys.

Cara Carlucci, Environmental Planner, will provide planning support and assistance in preparing the Supplemental EIR. Ms. Carlucci provides project management and technical assistance on a variety of planning and environmental documents, including EAs, ISs, and EIRs. Ms. Carlucci is involved in residential and commercial development projects, road improvement projects, and program-level plans. Ms. Carlucci has a strong foundation in land use planning and is well versed in addressing impacts to air quality, GHG emissions, and noise. To maintain and supplement her knowledge, understanding, and technical expertise in the application of CEQA and NEPA, she regularly attends workshops on recent court outcomes and legislative amendments. Ms. Carlucci prepared the air quality and GHG analysis for the Santa Maria Department of Motor Vehicles (DMV) Field Office Replacement Project.

Dean Arizabal, Associate Transportation Planner, will peer review the applicant-prepared traffic analysis documents prepared for the project. Mr. Arizabal has been involved in transportation planning since 2005 and has worked on traffic impact and parking analyses throughout California. His primary responsibilities and experience include technical analyses of land development and roadway improvement projects, including comprehensive Traffic Impact Analyses (TIAs), construction-level analyses, traffic operations analyses, and parking studies. Mr. Arizabal has prepared many traffic impact studies as well as access and on-site circulation analyses for both public agencies and private developers. Mr. Arizabal is instrumental in preparing peer reviews of TIAs for LSA and incorporating them into CEQA documents. Mr. Arizabal prepared the TIA for the In-N-Out Burger Drive-Through Restaurant Project and the Santa Maria Department of Motor Vehicles (DMV) Field Office Replacement Project.



J.T. Stephens, EIT, Associate Noise Specialist, will peer review the applicant-prepared Noise Study. Mr. Stephens is a Senior Acoustical Specialist and key member of LSA’s environmental technical staff. With more than 13 years of experience, he is primarily responsible for the preparation of noise studies for a variety of projects. Mr. Stephens is proficient in the use of the Federal Highway Administration (FHWA) Highway Traffic Noise Prediction Model (FHWA RD-77-108), the SOUND32 noise model, the Traffic Noise Model (TNM) 2.5, the Roadway Construction Noise Model (RCNM), the Wyle Train Noise Model, SoundPlan, and Computer Aided Noise Abatement (CadnaA) Noise Prediction Software. Mr. Stephens is also responsible for performing noise monitoring surveys using a variety of Larson-Davis sound level meters. Mr. Stephens has recently prepared Noise Elements as part of General Plan updates for the Cities of Redlands and Jurupa Valley and is currently the project manager for the City of Long Beach Noise Element Update. Mr. Stephens also prepared the noise analysis for the Santa Maria Department of Motor Vehicles (DMV) Field Office Replacement Project.

Laurel Frakes, Associate Environmental Planner, will provide planning support and assist in preparation of the Supplemental EIR. She has over 10 years of experience managing and preparing environmental documents pursuant to CEQA and NEPA. Ms. Frakes also manages the preparation of technical studies, develops CEQA/NEPA analyses, and provides her clients with expertise in land use planning and land use regulations. Ms. Frakes was a member of the interdisciplinary team responsible for preparation of the environmental document for The Inn at Mattei’s Tavern Project, the In-N-Out Burger Drive-Through Restaurant Project, and the Santa Maria Department of Motor Vehicles (DMV) Field Office Replacement Project.

Leland Villalvazo, Air Quality Specialist, will be responsible for preparing the HRA. Mr. Villalvazo prepares HRAs using the Guidance Manual (February 2015) developed by the California Office of Environmental Health Hazard Assessment (OEHHA). He is trained in the use of the Hot Spots Analysis and Reporting Program (HARP) model, which was developed by the California Air Resources Board (CARB) as a tool to implement the risk assessments outlined in the Guidance Manual. Under contract to LSA, Mr. Villalvazo has prepared HRAs for over 20 projects.

Shelby Cramton, Environmental Planner, will provide planning support and assistance in preparing the Supplemental EIR. As an Environmental Planner at LSA, Ms. Cramton contributes to project planning for large land use and development projects and redevelopment projects. She assists in the preparation of a myriad of environmental documents pursuant to CEQA and NEPA for various public and private projects throughout Southern California. Ms. Cramton will provide planning support and assist in preparation of the Supplemental EIR.

B. ESTIMATED KEY STAFF HOURS

Table A lists the key staff and estimated hours for the Supplemental EIR for the proposed project and the percentage of time, based on the total estimated hours, that each staff person will be working on the project.



Table A: Estimated Key Staff Hours

Key EIR Team Staff Role	Estimated Hours	Percent of Total Hours
Pam Reading , Principal in Charge	102	10%
Nicole West , Project Manager, Hydrology/Water Quality/Geology & Soils	261	26%
Amy Fischer , Principal, Air Quality/Greenhouse Gas/Noise Specialist	38	4%
Bo Gould , Biologist	44	4%
Cara Carlucci , Environmental Planner	106	11%
Dean Arizabal , Associate Transportation Planner	36	4%
J.T. Stephens , Associate Noise Specialist	38	4%
Laurel Frakes , Associate Environmental Planner	84	8%
Leland Villalvazo , Health Risk Assessment (HRA)	32	3%
Shelby Cramton , Assistant Environmental Planner	126	13%
Support Staff (GIS, Graphics, Technical Editing, Production)	134	13%
Total Team Hours	1001	100%



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4. STUDY METHODOLOGY

The tasks identified below comprise LSA’s work program for completion of the Supplemental EIR for the proposed project.

A. TASK 1: PROJECT INITIATION

Task 1.1: Project Kick-Off Meeting

To ensure the orderly flow of project efforts, a project kick-off call will be undertaken at the outset of the work effort. The meeting will be held with County staff and the Applicant to accomplish the following:

- Establish a mutual understanding of the project objectives, identify key issues to be addressed in the Environmental Document and discuss the County’s expectations for the consultant’s work effort.
- Obtain additional relevant plans, reports, and studies applicable to the project if any have been prepared or updated since the release of the RFP.
- Obtain relevant project description information, including, but not limited to, preliminary site plans, grading plans, landscape plans, utility plans, construction and operational details, design specifications, drawings, and maps.
- Discuss the County’s preferred format and structure for the Supplemental EIR. LSA will also provide a Supplemental Draft EIR outline for County review.
- Refine the scope of work to be performed, if necessary.
- Refine the project schedule and define project milestones and decision points. LSA will use the draft schedule that was provided in the proposal as a starting point for discussion at the kick-off meeting.
- Establish protocols for product review, communication, and coordination with the County.
- Identify the appropriate protocol concerning communication with other public and private entities.
- LSA will also identify key critical path team decisions that are necessary to meet the schedule.

Task 1.1 Deliverables:

- Meeting minutes (electronic format)
 - List of outstanding project information (electronic format)
 - 1 electronic copy of the Supplemental EIR outline
 - Refined project schedule and scope of work if applicable (electronic format)
-

Task 1.2: Prepare Project Description, Environmental Setting, and Project Alternatives

Within 10 working days after authorization to proceed, LSA will provide the County with a draft project description, an update to the environmental setting provided in the OCP EIR and associated



background materials, and a description of the project alternatives to be analyzed in the 2018 Orcutt Community Plan Supplemental EIR as discussed in more detail below.

The following sections will be prepared in accordance with the requirements of CEQA, the CEQA Guidelines, the County Environmental Threshold and Guidelines Manual, and the County Guidelines for the Implementation of the California Environmental Quality Act of 1970 As Amended.

Project Description

LSA will prepare a draft project description chapter for the Supplemental EIR that is based on the information supplied by the applicant and contained in the County's project files. This chapter will provide a comprehensive description of the proposed project, project objectives, and a comprehensive list of all County and resource agency permit approvals needed for the proposed project. The project description will include the precise location and boundaries of the project site; the history of the site and development in the area; a statement of the project objectives as well as characteristics of the project; and the local and regional environmental setting (to be written as a separate chapter of the Supplemental EIR). The draft project description will also include supporting figures and graphics. The description of the project components will include the proposed acreage and land use and development standards. Maps, tables, and matrices will be included to clearly identify project characteristics in an easy-to-read format.

A draft of the project description will be submitted electronically to County staff for review. After receipt of County comments and LSA's revisions, LSA recommends that the draft project description be submitted to the Applicant for review to ensure consistency with proposed project plans. LSA will make additional revisions to the draft project description, if necessary, based on comments provided by the Applicant, and will prepare a final project description for inclusion in the Draft Supplemental EIR.

This scope of work assumes one round of review with one consolidated set of comments from the County and one round of review with one set of consolidated set of comments from the Applicant.

Environmental Setting

The description of the local and regional environmental setting establishes the physical baseline to assess project-specific and cumulative impacts and to formulate appropriate mitigation measures. LSA will extract information from past environmental documents, the updated technical work, and information provided by the Applicant and/or the County to update the project environmental setting that was provided in the OCP EIR and associated background materials, including:

1. Description of the regional setting;
2. Description of the built environment (e.g., land use, infrastructure, public services, traffic/circulation); and
3. Description of the natural environment (e.g., biological resources, air quality, noise, visual resources/open space).



The environmental setting of the proposed project site as it relates to specific topical areas will be addressed in greater detail in each topical section of the EIR.

Project Alternatives

LSA will prepare an alternatives analysis for the Draft Supplemental EIR (please refer to Task 4.1.6 below) that will use the original “low build-out”, “high build-out” and “no project” alternatives analyzed in the OCP EIR as starting point. For each of these alternative categories, however, a new alternatives analysis will be developed based on the revised project components and an assessment of the associated project-related environmental impacts. However, because the purpose of the alternatives analysis is to assess alternative build scenarios to the proposed project in order to reduce significant impacts, the type and extent of significant impacts will not be completely known until each of the focus areas has been fully analyzed during the preparation of the Administrative Draft Supplemental EIR. Therefore, it is possible that the preliminary alternatives provided to the County as part of this preliminary submittal will have to be modified to respond to impacts identified during the preparation of the Administrative Draft Supplemental EIR. LSA will work in coordination with the County staff to determine the appropriate characteristics of the two build alternatives to be analyzed as project impact evaluations progress.

Task 1.2 Deliverables:

- 1 electronic copy of the draft project description, environmental setting, and project alternatives to the County for review
 - 1 electronic copy of the final project description, environmental setting, and project alternatives to the County for approval
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B. TASK 2: PEER REVIEW OF TECHNICAL STUDIES

Based on a review of the RFP and discussion with County staff, LSA anticipates that the following technical analyses will require peer review before being incorporated into the Supplemental EIR. The task below assumes that only one round of peer reviews will be required.

Task 2.1: Air Quality Peer Review

LSA will conduct a peer review of the Air Quality Study prepared by Rincon for the Key Site 1 Project in Orcutt. LSA will evaluate the methodologies and conclusions contained in the report for legal and scientific adequacy and accuracy. LSA will ensure that the analyses are consistent with the Santa Barbara County Air Pollution Control District (APCD) CEQA Guidelines. LSA will review the air quality model input and output data for accuracy and compare the output data with those identified in the report. LSA will also conduct a peer review of the operational and construction assessment findings prepared for the project (if applicable) to determine if all modeling parameters and inputs accurately reflect the proposed project. LSA will identify any flaws in the methodologies or conclusions and summarize the findings in an Air Quality Study Peer Review Memorandum. Once the report has been revised pursuant to LSA’s comments, LSA will review the revised report to confirm that the requested modifications have been satisfactorily incorporated.

Task 2.1 Deliverable:

- 1 electronic copy of the Air Quality Study Peer Review Memorandum
 - Email confirmation that the comments were adequately addressed
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Task 2.2: Biological Resources Peer Review

LSA will conduct a thorough peer review of the Survey for Potential Wetland and Special-Status Plant Species (Rindlaub 2002) as well as the Biological Resources Assessment (Rincon 2016) prepared for the Orcutt Key Site 1 Project. LSA will review the Rindlaub and Rincon reports for adequacy related to the described methodology, environmental setting, and conclusions regarding potential project impacts on biological resources and wetlands. LSA will also review the reports for consistency with existing local, State, and federal regulations and guidance pertaining to sensitive plant and wildlife species, as well as jurisdictional aquatic resources and other habitats of concern. In particular, the proposed avoidance, minimization, and mitigation measures will be evaluated in accordance with the 2018 CEQA Statute and Guidelines, County policies, and applicable resource agency procedures and guidance. LSA will summarize the findings in a Biological Resources Peer Review Memorandum. Once the report has been revised pursuant to LSA's comments, LSA will review the revised report to confirm that the requested modifications have been satisfactorily incorporated.

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| Task 2.2 Deliverable: | <ul style="list-style-type: none">• 1 electronic copy of the Biological Resources Peer Review Memorandum• Email confirmation that the comments were adequately addressed |
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Task 2.3: Geology and Soils Peer Review

LSA will review the Soils Engineering and Engineering Geology Report prepared by GeoSolutions, Inc. for the proposed project to determine if it contains the necessary information for preparation of the Supplemental EIR. The review will be for the purpose of determining CEQA adequacy and will not constitute an engineering-level geotechnical review. LSA will present the peer review in a Geology and Soils Peer Review Memorandum to the County for transmittal to GeoSolutions, Inc. This technical memorandum will discuss the objectives of the review and recommendations for additional analysis, if required. Once the report has been revised pursuant to LSA's comments, LSA will review the revised report to confirm that the requested modifications have been satisfactorily incorporated.

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| Task 2.3 Deliverable: | <ul style="list-style-type: none">• 1 electronic copy of the Geology and Soils Peer Review Memorandum• Email confirmation that the comments were adequately addressed |
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Task 2.4: Hydrology Peer Review

LSA will review the Hydrology Report prepared by Ashley & Vance Engineering, Inc. in September 2016 to determine whether it contains the necessary information related to hydrology and flood control for preparation of the Supplemental EIR. LSA will review the Hydrology Report for consistency with the requirements of the Santa Barbara County Flood Control Standards. Review of the Hydrology Report will be limited to those policies, requirements, and topics relevant to the CEQA analysis and will not constitute an engineering-level technical review. LSA will prepare a Hydrology Report Peer Review Memorandum that summarizes any comments or requested revisions to the Hydrology Report. Once the report has been revised pursuant to LSA's comments, LSA will review the revised report to confirm that the requested modifications have been satisfactorily incorporated.



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- Task 2.4 Deliverable:
- 1 electronic copy of the Hydrology Report Peer Review Memorandum
 - Email confirmation that the comments were adequately addressed
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Task 2.5: Noise Peer Review

LSA will conduct a peer review of the Noise Impact Report prepared for the proposed project. LSA will review the documented noise levels described in the report and will review the assessment of the land use compatibility associated with the project site based on County and State noise compatibility criteria. LSA will also review the findings on potential impacts related to project construction and operations to off-site noise sensitive receptors. Noise reduction measures identified in the report, if necessary, will be reviewed for adequacy in reducing noise impacts to a less than significant level. LSA will summarize the findings in a Noise Impact Analysis Peer Review Memorandum. Once the report has been revised pursuant to LSA's comments, LSA will review the revised report to confirm that the requested modifications have been satisfactorily incorporated.

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- Task 2.5 Deliverable:
- 1 electronic copy of the Noise Impact Analysis Peer Review Memorandum
 - Email confirmation that the comments were adequately addressed
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Task 2.6: Stormwater Peer Review

LSA will review the Stormwater Control Plan prepared by Ashley & Vance Engineering, Inc. in September 2016 to determine whether it contains the necessary information related to stormwater for preparation of the Supplemental EIR. LSA will also review the Stormwater Control Plan for consistency with the requirements of the Santa Barbara County Stormwater Technical Guide. LSA will review the appropriateness of the LID and Source Control BMPs identified for the project site. Review of the Stormwater Control Plan will be limited to those policies, requirements, and topics relevant to the CEQA analysis and will not constitute an engineering-level technical review. LSA will prepare a Stormwater Control Plan Peer Review Memorandum summarizing any comments or suggested revisions to the Stormwater Control Plan. Once the report has been revised pursuant to LSA's comments, LSA will review the revised report to confirm that the requested modifications have been satisfactorily incorporated.

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- Task 2.6 Deliverable:
- 1 electronic copy of the Stormwater Control Plan Peer Review Memorandum
 - Email confirmation that the comments were adequately addressed
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Task 2.7: Traffic Peer Review

LSA's Transportation staff will provide a review of the TIA documents for the Orcutt Marketplace project prepared by Pinnacle Traffic Engineering (dated September 1, 2017 and April 26, 2018) to determine whether they are satisfactory as the basis for preparing the Supplemental EIR. LSA's peer review will confirm that the TIA documents conform to the County's traffic study requirements and applicable provisions of CEQA. LSA will also confirm that the TIA documents are prepared using accepted traffic engineering methodologies and procedures.



The peer review effort will ensure that the TIA documents include the following components: vehicular, bicycle, and pedestrian traffic and circulation; public transportation; mitigation measures to reduce direct (project-specific) and indirect (cumulative) impacts to less than significant levels (if necessary); and the project's contribution to any impacts and required mitigation.

LSA will prepare a Traffic Peer Review Memorandum summarizing any comments or suggested revisions to the TIA documents. Once the report has been revised pursuant to LSA's comments, LSA will review the revised report to confirm that the requested modifications have been satisfactorily incorporated.

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- Task 2.7 Deliverable:
- 1 electronic copy of the Traffic Peer Review Memorandum
 - Email confirmation that the comments were adequately addressed
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C. TASK 3: TECHNICAL ANALYSIS

Based on a review of the RFP and discussion with County staff, LSA anticipates that the following additional technical analyses will be required to complete the Supplemental EIR. Task 3.1, below, assumes one round of County review.

Task 3.1: Health Risk Assessment

To evaluate the impact of emissions from US-101 and other sources of emissions in the project vicinity to future residents of the project site, LSA will conduct an operational HRA. The HRA will include a screening level analysis of stationary source emissions from land uses in the vicinity of the project site. LSA will also utilize the United States Environmental Protection Agency (EPA) AERMOD dispersion model to determine the pollutant concentrations and the CARB HARP2 model to determine the associated site-specific potential health risk levels that future residents would be exposed to. Model inputs, including detailed meteorological data for the site, will be obtained from the Santa Barbara County APCD as well as vehicle traffic volumes from the California Department of Transportation (Caltrans) traffic data annual report.

The report will document in tabular form the maximum computed cancer risks due to exposure of freeway traffic for 30- and 70-year exposure periods, including an adjustment factor to account for child exposure. Results will be compared to a significance threshold of 10 excess cancer cases in 1 million. Results will also be presented for the acute and chronic health index and fine particulate matter (PM_{2.5}, particulate matter less than 2.5 microns in diameter) annual average concentrations. The report will graphically display the project site, modeled roadways, and risk contour lines. For this project, the only source of toxic air contaminants (TACs) impacting the project is expected to be the diesel-powered vehicles operating on US-101 adjacent to the project site. LSA will respond to one set of non-conflicting, consolidated comments from the County and will submit a final report for County approval.

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- Task 3.1 Deliverable:
- 1 electronic copy of the Draft and Final Health Risk Assessment
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D. TASK 4: SUPPLEMENTAL ENVIRONMENTAL IMPACT REPORT PREPARATION

Task 4.1: Administrative Draft Supplemental EIR

LSA will prepare an Administrative Draft Supplemental EIR for review by the County in accordance with the requirements of CEQA, the CEQA Guidelines, the Santa Barbara County Environmental Threshold and Guidelines Manual, and the Santa Barbara County Guidelines for the Implementation of the California Environmental Quality Act of 1970 As Amended.

The Administrative Draft Supplemental EIR will be prepared using a similar format as the OCP EIR and will cover the issue areas contained in the Supplemental EIR Scoping Paper that was provided as Attachment 1 of the RFQ, as well as an analysis of Biological Resources and an HRA to be prepared by LSA.

Task 4.1.1: Executive Summary

This section will be prepared in accordance with Section 15123 of the CEQA Guidelines and will cover the following topics: Purpose and Statutory Requirements; public review and project approval processes; standards of adequacy for an EIR; and a brief overview of the Project Description and Environmental Setting. The Executive Summary will include a Summary Table that lists all the impacts (project-specific and cumulative), standard conditions of approval, mitigation measures, and the level of significance after mitigation. The Executive Summary will also summarize the proposed project alternatives and highlight their environmental impacts relative to the proposed project, and identify the environmentally superior alternative. The summary will also provide a summary of the growth-inducing impacts of the proposed project, known areas of controversy, and issues to be resolved.

Task 4.1.2: Project Description

The Draft Project Description developed in Task 1.2 and approved by the County will be incorporated into the Administrative Draft Supplemental EIR.

Task 4.1.3: Environmental Setting

The Draft Environmental Setting developed in Task 1.2 and approved by the County will be incorporated into the Administrative Draft Supplemental EIR. The environmental setting of the proposed project site as it relates to specific topical areas will be addressed in greater detail in the environmental impact section for each topical section of the Supplemental EIR.

Task 4.1.4: Environmental Impact Analysis

Under CEQA, a significant impact is defined as a substantial, or potentially substantial, adverse change in the environment. The CEQA Guidelines direct that this determination be based on scientific and factual data. The Supplemental EIR will specify the thresholds of significance for each impact topic analyzed per the thresholds discussed and outlined in the County of Santa Barbara Environmental Thresholds and Guidelines Manual, the thresholds provided in Appendix G of the CEQA Guidelines, the thresholds from the OCP EIR, and other applicable agency regulations. The environmental impact analysis will compare the project impacts to those that were identified in the OCP EIR and associated background materials. Each topic of the Administrative Draft Supplemental EIR will discuss local versus regional impacts, the potential short-term environmental impacts associated with project



construction, the long-term effects associated with project operation, and the cumulative impacts associated with project implementation. The environmental impact analysis will identify all impacts and their level of significance both before and after mitigation. Emphasis will be on readability of the document by the public through clear, concise discussions of the issues. Technical verbiage will be defined if used in the text of the Draft Supplemental EIR. Detailed technical information will be included in the appendices when appropriate to maintain a clear and concise document.

As needed, mitigation measures will be formulated to address any potentially significant impacts that may remain after compliance with applicable regulations and standard conditions of approval. Each of the topical sections of the Supplemental EIR will conclude with a discussion of any impacts that cannot be reduced to a level below significance thresholds and which may require a statement of overriding consideration. The County Project Planner will be immediately briefed during the preparation of the Draft Supplemental EIR on any potentially significant impacts possibly requiring such findings.

For each topical section in the Draft Supplemental EIR, the analysis will consist of the following tasks:

- **Environmental Setting:** Description of the existing conditions that may affect or would be affected both directly and indirectly by the proposed project.
- **Thresholds of Significance:** Identification of the thresholds of significance to be used for each topical area based on the County of Santa Barbara Environmental Thresholds and Guidelines Manual, Appendix G thresholds in the CEQA Guidelines, and the OCP EIR.
- **Impact Analysis:** Assessment of the environmental impacts that will be caused by the proposed project based on established thresholds of significance (County of Santa Barbara Thresholds and Guidelines Manual, Appendix G thresholds in the CEQA Guidelines, and OCP EIR), including any potential cumulative impacts. This assessment will be based on technical reports supplied by the Applicant (peer reviewed by the EIR team) and other information provided by the County.
- **Mitigation Measures:** Formulation of specific mitigation measures that can be effectively implemented and monitored during project construction and operations.
- **Residual Impacts:** Analysis of the level of significance of project impacts after the application of mitigation measures.

The following environmental topics from the OCP EIR will be included in the detailed Supplemental EIR analysis:

- Air Quality
- Biological Resources
- Noise
- Public Services
- Schools
- Traffic/Circulation
- Visual Resources/Open Space
- Wastewater
- Water Resources

Environmental Issue Areas Determined to be Less Than Significant. Based on information provided in the Supplemental EIR Scoping Paper of the RFP, the County concluded that impacts associated with the following environmental issue areas from the OCP EIR would be less than significant as a result of



implementation of the proposed project and will not require detailed environmental analysis in the Supplemental EIR:

- Agriculture Resources
- Archaeological Resources
- Flooding and Drainage
- Geology
- Greenhouse Gas Emissions
- Historic Resources
- Land Use
- Parks, Recreations, and Trails
- Risk of Upset/Hazards

The Supplemental EIR will include a section discussing why there are no impacts or that impacts are less than significant for these topics.

The Administrative Draft Supplemental EIR will include figures and graphics that LSA prepared and the peer reviewed technical reports. The Executive Summary impact table will not be provided with the Administrative Draft Supplemental EIR but will be submitted for review with the Preprint Draft Supplemental EIR once the level of environmental impacts is agreed on and the mitigation measure language is close to being finalized. The Administrative Draft Supplemental EIR submitted to the County will reflect LSA's internal review and QC procedures.

Task 4.1.5: Other CEQA-Required Discussions

Growth-Inducing Impacts. CEQA Guidelines Section 15126.2(d) states that for the preparation of EIRs, growth-inducing effects are defined as "...ways in which the proposed project could foster economic or population growth, or the construction of additional housing, either directly or indirectly, in the surrounding environment." The CEQA Guidelines expand upon this description by stating, "Included in this are projects which would remove obstacles to population growth (a major expansion of a wastewater treatment plant might, for example, allow more construction in service areas)." This section of the EIR will analyze the proposed project in terms of its potential to substantially induce growth in the surrounding area or region, and will include the following tasks:

- LSA will review and summarize all applicable planning documents as they relate to growth-inducing impact information.
- LSA will review the proposed project in terms of its potential for fostering economic or population growth, either directly or indirectly, within the study area.
- LSA will identify significant growth-inducing impacts, if any, and feasible mitigation measures will be prescribed as necessary.

Significant Unavoidable Effects and Significant Irreversible Environmental Effects. These sections are prepared pursuant to CEQA Guidelines Section 15126.2(b) and (c) after the balance of the EIR analyses have been completed. These sections will summarize any unavoidable significant impacts of the project and the irreversible environmental impacts of the project.

Effects Found Not To Be Significant. The specific environmental effects of the proposed project found not to be significant as discussed above under Task 4.1.4 will be described and explained in this separate section in the EIR.



List of Preparers and Contributors, References, Persons and Organizations Contacted. Separate chapters will be prepared in the EIR for References, Preparers and Contributors, and Organizations and Persons Contacted.

Task 4.1.6: Alternatives Analysis

As noted in Task 1.2, LSA will prepare an alternatives analysis for the Draft Supplemental EIR that will include two build alternatives (a “low build-out” and a “high build-out”) and a no project alternative. The alternatives section will begin with a summary of the original “low build-out,” “high build-out,” and “no project” alternatives that were analyzed in the OCP EIR. For each of these alternatives, however, a new alternatives analysis will be developed based on the revised project components and an assessment of the associated project-related environmental impacts. LSA will work in coordination with County staff to determine the appropriate characteristics of the two build alternatives to be analyzed as project impact evaluations progress. In accordance with CEQA and CEQA Guidelines Section 15126.6(d), each alternative will be evaluated in sufficient detail to determine whether the overall environmental impacts would be less than or greater than the corresponding impacts of the proposed project. Furthermore, each alternative will be evaluated to determine whether the objective of the proposed project would be substantially attained by the alternative. The Project Alternatives section will also include a statement identifying the environmentally superior alternative.

Task 4.1.7: Policy Consistency Analysis

The Policy Consistency section will provide a preliminary analysis of project consistency with County plans, policies, actions, and development standards, including those pertaining specifically to the OCP, which is a part of the County General Plan and pertains to the proposed project site. The Policy Consistency section will include a consistency analysis of only those topical areas addressed in the Supplemental EIR.

Task 4.1.8: Mitigation Monitoring and Reporting Plan

As requested in the RFP and in compliance with Public Resources Code Section (PRC) Section 21081.6, LSA will prepare a Mitigation Monitoring and Reporting Plan (MMRP). The MMRP is intended to ensure compliance with mitigation measures through project completion and any monitoring that may be required after project completion. The MMRP will be developed based on a format similar to that used in the OCP EIR and will include the following:

- Identification of responsible parties and duties for each mitigation measure
- Implementation procedures, including timing and frequency of monitoring and reporting activities for each mitigation measure

A draft MMRP will be prepared as part of the Administrative Draft Supplemental EIR in order to allow the reviewing agencies to comment. The monitoring program will contain procedures that are reasonable and feasible to implement given the current contracting procedures and construction techniques. Development of the MMRP will include the following scope of work:

1. LSA will prepare a list of all the mitigation measures provided in Volumes I and II of the OCP EIR.



2. LSA will prepare a list of any new mitigation measures prescribed in the Administrative Draft Supplemental EIR.
3. Preparation of the MMRP will include establishment of a monitoring program with all mitigation measures requiring monitoring categorized by discipline. This program will outline the various components that will be required for each discipline, will identify the appropriate timing of monitoring for each component tied to County permit issuance or project construction phase, will identify the personnel responsible for the monitoring, and will determine the method of compliance.

LSA will submit four hard copies of the Administrative Draft Supplemental EIR (with technical appendices on CD) to the County for review. This Scope of Work and budget assumes that the County will provide one set of non-conflicting, consolidated comments on the Administrative Draft Supplemental EIR.

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- Task 4.1 Deliverables:
- 4 hard copies of the Administrative Draft Supplemental EIR (with technical appendices on CD)
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Task 4.2: Pre-Print and Public Review Draft Supplemental EIR

After receiving comments from County staff on the Administrative Draft Supplemental EIR, LSA will make necessary revisions to the document. LSA will provide one electronic preprint version of the Draft Supplemental EIR to County staff for a limited final review prior to printing the Draft Supplemental EIR. The purpose of this review will be to review the entire document with all its appendices and technical reports and to verify that the County is satisfied with the Draft Supplemental EIR.

LSA will provide the County with one “camera-ready” reproducible hard copy, one reproducible and downloadable CD, and 11 bound copies (with technical appendices on attached CDs) of the Draft Supplemental EIR. The bound copies will be double-sided, printed on recycled paper, and spiral bound. LSA will also provide the County with files of the Draft Supplemental EIR by section for posting on the County’s website. A Microsoft Word version of the Draft Supplemental EIR (compatible with Word 2007) will also be submitted on CD.

This scope of work assumes that the County will be responsible for coordinating noticing requirements, including publication of notices in news publications and on the County’s website, and distribution of the Draft Supplemental EIR to agencies, interested parties, and area libraries. The County will also file the Notice of Completion (NOC) with the State Clearinghouse and the Notice of Availability (NOA) of the Draft Supplemental EIR with the Santa Barbara County Clerk-Recorder.

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- Task 4.2 Deliverables:
- 1 electronic copy of the pre-print Draft Supplemental EIR
 - 1 “camera-ready” reproducible hard copy of the Draft Supplemental EIR
 - 1 reproducible and downloadable CD of the Draft Supplemental EIR
 - 11 hard copies of the Draft Supplemental EIR (technical appendices on CD)
 - 1 CD of the Draft Supplemental EIR in Microsoft Word
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Task 4.3: Administrative Final Supplemental EIR

Task 4.3.1: Response to Comments

Following the public review period, the LSA Team will prepare responses to comments on the Draft Supplemental EIR. LSA will coordinate with the County, as necessary, to prepare the responses to comments. General responses will be prepared for significant repetitive comments. Specific individual responses will be prepared as needed. LSA's objective for the response to comments is to prepare a document that is well organized and usable by all parties, including the public. Although the focus of the responses will be those comments that are truly subject to CEQA review, LSA will also endeavor to answer all questions in an informative manner.

Providing a budget estimate for responding to comments on the Public Review Draft Supplemental EIR is extremely difficult because it is impossible to predict the volume and nature of the comments. The following estimate is based on the level of comments anticipated based on the nature of the project and LSA's experience with similar projects. LSA has allocated 100 hours of professional staff time to organize, prepare, and compile the Response to Comments document. However, this estimate may change once the comments are submitted and reviewed by the County and LSA. Significant new analysis based on public comment is not included in this task at this time.

This scope of work assumes that the County will distribute the Response to Comments to any agency that submitted written comments on the Draft Supplemental EIR.

Task 4.3.2: Administrative Final Supplemental EIR

LSA will prepare an Administrative Final Supplemental EIR. The Administrative Final Supplemental EIR will consist of two volumes. Volume I will consist of the Administrative Final Supplemental EIR with: (1) modifications to the Draft Supplemental EIR document that may be needed based on responses to comments (to be accomplished through preparation of a revised Supplemental EIR with track changes), (2) a Final MMRP; and (3) comment letters and responses with supporting materials in an appendix to the Final Supplemental EIR. Volume II will consist of the technical appendices.

LSA will submit four hard copies of the Administrative Final Supplemental EIR with Volume II (technical appendices) on CD to the County for review. This scope of work and budget assumes one set of non-conflicting, consolidated comments from the County.

Task 4.3 Deliverables:

- 4 hard copies of the Administrative Final Supplemental EIR (with technical appendices on CD)

Task 4.4: Final Supplemental EIR

After receiving comments from County staff on the Administrative Final Supplemental EIR, LSA will make necessary revisions to the document. LSA will provide one electronic preprint version of the Final Supplemental EIR to County staff for a limited final review prior to printing the Final Supplemental EIR for use at the public hearings. The purpose of this review will be to review the entire document with all appendices and technical reports, and to verify that the County is satisfied with the Final Supplemental EIR before printing copies for the public hearings.



LSA will revise the Final Supplemental EIR based on input and direction during review by the Planning Commission. Once approved by the Planning Commission, LSA will provide one electronic preprint version of the Final Supplemental EIR to County staff for a limited final review to verify that the County is satisfied with final revisions to the Final Supplemental EIR.

As part of this task, LSA will provide the County with one “camera-ready” reproducible hard copy, one reproducible and downloadable CD, and up to 10 bound copies (with technical appendices on attached CDs) of the Final Supplemental EIR. LSA will also provide the County with files of the Final Supplemental EIR by section for posting on the County’s website. A Microsoft Word version of the Final Supplemental EIR (compatible with Word 2007) will also be submitted on CD.

This Scope of Work also assumes that the County will file the Notice of Determination (NOD) with the Santa Barbara County Clerk-Recorder and with the State Clearinghouse, and will provide all necessary filing fees.

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- Task 4.4 Deliverables:
- 1 electronic copy of the pre-print Final Supplemental EIR
 - 1 “camera-ready” reproducible hard copy of the Final Supplemental EIR
 - 1 reproducible and downloadable CD of the Final Supplemental EIR
 - 10 hard copies of the Final Supplemental EIR (technical appendices on CD)
 - 1 CD of Final Supplemental EIR in Microsoft Word
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Task 4.5: Findings of Fact and Statement of Overriding Considerations

LSA will prepare Findings of Fact and a Statement of Overriding Considerations, if required, for the consideration of the Final Supplemental EIR by the County Planning Commission. The Findings of Fact will be prepared in accordance with CEQA and CEQA Guidelines Sections 15091 and 15121(b), and will make one of three specific findings for each significant environmental impact identified in the Final Supplemental EIR. Each finding will be accompanied by a brief explanation of the rationale for the finding. The Findings of Fact will not include impacts found to be less than significant. The Statement of Overriding Considerations will be prepared in accordance with CEQA and CEQA Guidelines Section 15093, and will include the specific reasons to support approval of the Project and certification of the Final Supplemental EIR. For the purposes of this Scope of Work and budget, LSA will respond to one round of nonconflicting, consolidated comments from the County on the Findings of Fact and the Statement of Overriding Considerations. LSA recommends that the Findings of Fact and the Statement of Overriding Considerations be thoroughly reviewed and finalized by the County.

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- Task 4.5 Deliverables:
- 1 electronic copy of the Draft Findings of Fact and the Statement of Overriding Considerations (if required)
 - 1 electronic copy of the Final Findings of Fact and the Statement of Overriding Considerations (if required)
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E. TASK 5: PROJECT MANAGEMENT AND MEETINGS

Task 5.1: Project Management

This task represents an active project management role and includes coordination with agencies and interested parties. The project management role provides a mechanism to ensure there is an adequate exchange of information during project startup and preparation of the Supplemental EIR. This task includes notifying the County of problems, if any, that may be encountered during the preparation of the environmental document, and working expeditiously to resolve them. Important elements of this task will be to maintain the project schedule, oversee the budget, and coordinate efforts with the County. This task also includes time to provide the County with information and advice related to the particular environmental issues associated with the proposed project. As such, LSA's Principal in Charge and Project Manager will maintain ongoing verbal and email communication with the County. In addition, LSA will provide monthly progress reports to the County, which will detail tasks accomplished in the prior month.

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- Task 5.1 Deliverables:
- Monthly progress reports
 - Regular e-mails and phone calls regarding project status
-

Task 5.2: Meetings and Hearings

This task includes the Project Manager's attendance at up to three in-person meetings with the County and up to two public hearings (i.e., Planning Commission). The budget anticipates attendance by one LSA Team member at the meetings. The budget also includes LSA's meeting preparation time, including preparing graphic materials and presentations. During the environmental documentation process, LSA will monitor the number of meetings attended to maintain compliance with this estimate. Attendance at meetings over the maximum identified or attendance by additional technical specialists at meetings and public hearings will be on a time-and-materials basis with the County's written approval, consistent with LSA's standard fee schedule.

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- Task 5.2 Deliverables:
- Project Manager's attendance at up to three in-person meetings with the County
 - Project Manager's attendance at up to two public hearings (i.e., Planning Commission)
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5. COST SUMMARY

For completion of the proposed scope of services set forth in this proposal, we have provided a preliminary cost estimate in the form of a spreadsheet that details tasks by assigned personnel (see Table B).

The estimated not-to-exceed cost of the LSA Team's labor and direct expenses is \$148,680. We have also identified a 10% contingency amount of \$14,868, which would not be used without written authorization from the County. With the contingency amount included, the total contract would be \$163,548.

As you review the proposal and compare the work scope with the line item budget, if you find that there are ways of economizing or believe that expansions are needed, we are more than willing to discuss potential modifications to both scope and budget.

This proposed budget is effective for 60 days from the date of this proposal.



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Table B: Cost Estimate

LABOR COSTS															
	LSA														Total
	Principal in Charge	Project Manager/ Hydrology/Water Quality/Geology & Soils	Principal Air Quality/GHG/Noise Specialist	Biologist	Health Risk Assessment	Associate Transportation Planner	Associate Noise Specialist	Associate Environmental Planner	Environmental Planner	Assistant Environmental Planner	Document Management	GIS	Graphics	Support/Production	
Hourly Rate:	\$200	\$180	\$210	\$125	\$125	\$160	\$155	\$150	\$105	\$95	\$100	\$135	\$130	\$60	
Task 1: Project Initiation															
1.1 Project Kick-off Meeting		4													\$720
1.2 Prepare Project Description, Environmental Setting, and Project Alternatives	2	8							26		4	2	3		\$5,630
Subtotal for Task 1	2	12	0	0	0	0	0	0	26	0	4	2	3	0	\$6,350
Task 2: Peer Review of Technical Studies															
2.1 Air Quality Peer Review		1	8								1				\$1,960
2.2 Biological Resources Peer Review	2	2		16							1				\$2,860
2.3 Geology and Soils Peer Review	1	8									1				\$1,740
2.4 Hydrology Peer Review	1	8									1				\$1,740
2.5 Noise Peer Review		1	2				14				1				\$2,870
2.6 Stormwater Peer Review	1	8									1				\$1,740
2.7 Traffic Peer Review		1				12					1				\$2,200
Subtotal for Task 2	5	29	10	16	0	12	14	0	0	0	7	0	0	0	\$15,110
Task 3: Technical Analysis															
3.1 Health Risk Assessment		1	8		32						2				\$6,060
Subtotal for Task 3	0	1	8	0	32	0	0	0	0	0	2	0	0	0	\$6,060
Task 4: Supplemental Environmental Impact Report Preparation															
4.1 Administrative Draft Supplemental EIR	48	72	12	24		24	16	44	48	46	36	4	4	4	\$55,310
4.2 Pre-Print and Public Review Draft Supplemental EIR	16	28	8	4			8	24	8	8	10			8	\$18,340
4.3 Administrative Final Supplemental EIR															
4.3.1 Response to Comments	3	16						16	24	24	8			8	\$11,960
4.3.2 Administrative Draft Final Supplemental EIR	3	8								16	8			4	\$4,600
4.4 Final Supplemental EIR	2	4								16	4			8	\$3,520
4.5 Findings of Fact and Statement of Overriding Considerations	4	8								16	4				\$4,160
Subtotal for Task 4	31	102	0	0	0	0	0	52	118	204	72	4	4	32	\$97,890
Task 5: Project Management and Meetings															
5.1 Project Management	16	50													\$12,200
5.2 Meetings and Hearings	3	33											6		\$7,320
Subtotal for Task 5	19	83	0	0	0	0	0	0	0	0	0	0	6	0	\$19,520
TOTAL LABOR	102	261	38	44	32	36	38	84	106	126	83	6	13	32	\$144,930
DIRECT COSTS															
(1) Mileage															\$250
(2) Printing and Graphic Reproduction															\$3,100
(3) CDs															\$300
(4) Postage and Delivery															\$100
TOTAL DIRECT COSTS															\$3,750
TOTAL LSA TEAM BUDGET															
TOTAL LSA TEAM BUDGET (WITHOUT CONTINGENCY)															\$148,680
CONTINGENCY FUNDS															
CONTINGENCY AT 10 PERCENT															\$14,868
TOTAL LSA TEAM BUDGET WITH CONTINGENCY															
TOTAL LSA TEAM BUDGET (WITH CONTINGENCY)															\$163,548



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6. SCHEDULE

The proposed schedule for the Supplemental EIR is provided in Table C. As shown in Table C, LSA estimates the Final Supplemental EIR can be completed within 6 months from Notice to Proceed. The LSA Team understands the importance of completing the environmental documentation for the project within the determined schedule. LSA’s abbreviated schedule is based on the assumption that a final site plan will be provided upon receiving a Notice to Proceed. LSA’s schedule is also based on the assumption that the technical studies will not require major revisions or additional analysis in order to complete the Administrative Draft Supplemental EIR.

Team members are ready to initiate the first tasks (i.e., the kick-off meeting and preparation of the project description) upon Notice to Proceed and receipt of the project information from the County and project Applicant. Concurrence between the County and LSA on the project description will be critical to enabling the LSA Team to begin preparation of the Supplemental EIR quickly.

LSA has demonstrated its ability to maintain project schedules under aggressive deadlines on many projects in the Central Coast. The company’s track record of providing quality products and meeting demanding schedules, coupled with its reputation with past and current clients, provides the best guarantee of success in meeting the County’s scheduling needs for the required environmental services.

Table C: Estimated Schedule

Task	Duration	Deliverables
TASK 1: PROJECT INITIATION		
County Issues Notice to Proceed (NTP)		
Project Kick-Off Meeting	1 working day	<ul style="list-style-type: none"> Meeting Minutes (electronic format) List of outstanding project information (electronic format) Supplemental EIR outline (electronic format) Refined project schedule and scope of work if applicable (electronic format)
LSA prepares project description, environmental setting, description of project alternatives	5 working days	<ul style="list-style-type: none"> Draft project description, environmental setting, description of alternatives (electronic format)
County reviews project description, environmental setting, description of project alternatives	2 working days	
LSA prepares final project description, environmental setting, description of project alternatives for use in Supplemental EIR	2 working days	<ul style="list-style-type: none"> Final project description, environmental setting, description of alternatives (electronic format)
Duration for Task 1	2 weeks after NTP	
TASK 2: PEER REVIEW OF TECHNICAL STUDIES (Tasks Overlap with Task 1)		
LSA peer reviews applicant-prepared technical studies	5 working days	<ul style="list-style-type: none"> 1 copy of each peer review memorandum (electronic format)
County reviews Peer Review results/Applicant’s Consultants Revised Technical Report if applicable	2 working days	
LSA reviews Final Applicant Prepared Technical Report	3 working days	<ul style="list-style-type: none"> E-mail confirmation that comments on the technical studies were addressed



Table C: Estimated Schedule

Task	Duration	Deliverables
<i>Duration for Task 2</i>	2 weeks after NTP	
TASK 3: TECHNICAL ANALYSIS (Task Initiated Upon Completion of Task 2)		
LSA prepares the Health Risk Assessment	15 working days	<ul style="list-style-type: none"> 1 copy of the Draft Health Risk Assessment (electronic format)
County reviews the Health Risk Assessment	3 working days	
LSA revises the Health Risk Assessment	3 working days	<ul style="list-style-type: none"> 1 copy of the Final Health Risk Assessment (electronic format)
<i>Duration for Task 3</i>	4 weeks (5 weeks after NTP)	
TASK 4: SUPPLEMENTAL ENVIRONMENTAL IMPACT REPORT PREPARATION (Tasks Overlap with Tasks 1–3)		
LSA prepares Administrative Draft Supplemental EIR	70 calendar days (50 working days)	<ul style="list-style-type: none"> 4 hard copies of Supplemental EIR with technical appendices on a CD
County reviews Administrative Draft Supplemental EIR	10 working days	
LSA to Make Revisions and Prepare Pre-Print Draft Supplemental EIR	3 working days	<ul style="list-style-type: none"> Pre-print draft Supplemental EIR (electronic format)
County's Final Comments on Pre-Print Draft Supplemental EIR	2 working days	
LSA Prepares Draft Supplemental EIR	5 working days	<ul style="list-style-type: none"> Public Review Draft Supplemental EIR 1 "camera ready" reproducible hard copy 1 reproducible and downloadable CD 11 bound copies 1 CD of Draft Supplemental EIR in Microsoft Word
45-Day Public Review and Comment Period	45 calendar days (35 working days)	
LSA Preparation of Administrative Final Supplemental EIR	15 working days	<ul style="list-style-type: none"> 4 hard copies of Administrative Final Supplemental EIR
County Reviews Administrative Final Supplemental EIR	5 working days	
LSA to Make Revisions and Prepare Pre-Print Final Supplemental EIR	3 working days	<ul style="list-style-type: none"> Pre-Print final Supplemental EIR (electronic format)
County's Final Comments on Pre-Print Final Supplemental EIR	2 working days	
LSA prepares Final Supplemental EIR	5 working days	<ul style="list-style-type: none"> Final Supplemental EIR 1 "camera-ready" reproducible hard copy 1 reproducible and downloadable CD 10 bound copies
<i>Duration for Task 4</i>	27 weeks or ~ 6 months from NTP	
TASK 5: PROJECT MANAGEMENT AND MEETINGS		
Public Hearings (3)	TBD	<ul style="list-style-type: none"> Presentations

Note: Some tasks in the schedule overlap.



7. REFERENCES

LSA has earned the attention and respect of public and private-sector clients for the successful preparation of environmental documentation pursuant to CEQA and related technical reports. LSA takes pride in a high level of client satisfaction and the significant number of repeat clients.

LSA encourages you to contact each reference below to learn first-hand of the quality services that LSA and our dedicated team of professionals provide for each project.

Table D: Client References

Client	Contact Information	Project(s)
D.J. Moore <i>Partner</i> Latham & Watkins	355 South Grand Avenue, Suite 100 Los Angeles, CA 90071 (213) 891-7758 DJ.Moore@lw.com	<ul style="list-style-type: none"> Century City Center Office Development Subsequent EIR
Rick Medina <i>Senior Planner</i> City of Seaside Planning Department	440 Harcourt Avenue Seaside, CA 93955 (831) 899-6726 rmedina@ci.seaside.ca.us	<ul style="list-style-type: none"> Marriott Springhill Suites Hotel EIR In-N-Out Burger Drive-Through Restaurant EIR In-N-Out Burger Drive-Through Restaurant EIR Addendum Seaside Senior Living Project IS/MND
Pat Kelly <i>Senior Environmental Planner</i> Environmental Services State of California Department of General Services	707 Third Street 4th Floor, MS-509 West Sacramento, CA 95605 (916) 376-1609 pat.kelly@dgs.ca.gov	<ul style="list-style-type: none"> Santa Maria Department of Motor Vehicles (DMV) Field Office Replacement Project IS/MND Environmental Services Retainer



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APPENDIX A

RÉSUMÉS



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PAM READING

PRINCIPAL / ENVIRONMENTAL PLANNER



EXPERTISE

CEQA/NEPA

Land Use Planning

Natural Resource Management

EDUCATION

Yale University, School of Forestry & Environmental Studies, M.S., Hydrology & Watershed Management, New Haven, Connecticut, 1992.

University of Vermont, B.A. Magna Cum Laude, Environmental Studies/Political Science, Burlington, Vermont, 1988.

PROFESSIONAL ORGANIZATIONS/ MEMBERSHIPS

American Planning Association, California Central Coast Chapter

Association of Environmental Professionals, Channel Counties Chapter

PROFESSIONAL EXPERIENCE

Principal, LSA San Luis Obispo, California, 2004–Present.

Program Director, Jackson Hole Conservation Alliance, Jackson, Wyoming, 1994–2003.

PROFESSIONAL RESPONSIBILITIES

Ms. Reading, a Principal in LSA's San Luis Obispo office, serves as Project Manager for the preparation of a variety of documents pursuant to CEQA and NEPA, including Initial Studies (ISs), Mitigated Negative Declarations (MNDs), Environmental Impact Reports (EIRs), Preliminary Environmental Assessment Reports (PEARs), Environmental Assessments (EAs), and Environmental Impact Statements (EISs). She manages the preparation of technical studies and similar reports, and also develops technical CEQA/NEPA analyses, including land use and Coastal Zone consistency analyses, and visual, water quality, and farmland impact assessments. Complementing her CEQA and NEPA experience, Ms. Reading has significant experience in land use planning and land use regulations. She has served as a contract planner to conduct analyses, prepare documents, and make presentations for land use planning applications.

PROJECT EXPERIENCE

Department of Motor Vehicles (DMV) Field Office Replacement Project Santa Maria, California

Ms. Reading is LSA's Project Manager for a proposed DMV Field Office Replacement Project. The new field office will be approximately 13,300 square feet and will be developed on a 3-acre site currently owned by the State of California. The project will be part of the Zero Net Energy (ZNE) Pilot Program described in the Governor's Executive Order B-18-12 which states that "all new state buildings and major renovations beginning design after 2025 be constructed as Zero Net Energy facilities with an interim target for 50% of new facilities beginning design after 2020 to be Zero Net Energy." As the Project Manager, Ms. Reading will work in cooperation with the State of California, Department of General Services to complete technical reports and an IS/MND.

The Inn at Mattei's Tavern EIR Santa Barbara, California

Ms. Reading was LSA's Project Manager for the peer review of applicant-prepared technical studies and the preparation of a focused EIR for the Historic Inn at Mattei's Tavern in the Los Olivos Township in central Santa Barbara County. The historic Mattei's Tavern was built in 1885 to serve customers of the then-planned Pacific Coast Railway and is an iconic historic landmark in Los Olivos. The project Applicant proposed to expand the existing restaurant and bring a hotel component back to the property. The proposal included the construction of 64 cottage-style guestrooms, a gymnasium, a spa, a swimming pool, a meeting/banquet room, a small boutique and reception building, a kitchen expansion, a single-story restaurant addition with a basement, and other facilities for staff. The Final EIR was approved by the County Planning Commission in January 2013.

Marriott Springhill Suites Hotel, In-N-Out Burger Drive-Through Restaurant EIR, Addendum and Construction Monitoring Seaside, California

Ms. Reading was the Project Manager for the environmental documentation and associated technical analyses for the In-N-Out Burger Drive-Through

**PROFESSIONAL
EXPERIENCE
(CONTINUED)**

Community Planning Director,
Jackson Hole Conservation
Alliance, Jackson, Wyoming,
1993–1994.

Research Associate, Northern
Rockies Conservation
Cooperative, Jackson, Wyoming,
1992–2004.

Legislative Aide, Zero Population
Growth, Washington, D.C., 1990.

Marine Debris and Entanglement
Project Assistant, The Ocean
Conservancy, Washington, D.C.,
1989.

Consultant, Natural Resources
Defense Council, Washington,
D.C., 1988.

TEACHING

Lecturer, California Polytechnic
State University, San Luis Obispo,
2009–2010.

Educator, The Wetlands Institute,
Stone Harbor, New Jersey, 1991.

PROJECT EXPERIENCE (CONTINUED)

Restaurant in the City of Seaside. Prior to managing the In-N-Out Project, Ms. Reading coordinated the completion of final technical reports and a partial EIR for a Marriott Springhill Suites Hotel in the same location until the hotel developer withdrew the application. The City of Seaside retained LSA's services to revise the existing technical reports as needed and to complete an EIR on the drive-through restaurant. The project site is 2.23 acres and is within the Coastal Zone. Key issues that were addressed in the EIR included biological resources, visual and cultural resources, traffic and circulation, noise, air and water quality, water supply, soil and groundwater quality as a result of previous on-site land uses, potential flooding, land use planning, energy and greenhouse gas emissions, and public services. Although the project was not approved by the Seaside City Council, the Council certified the EIR in July 2011. In the spring of 2014, the Seaside City Council decided to revisit the In-N-Out Burger Drive-Through Restaurant project and retained LSA's services to prepare updated technical analyses, as needed, and a Modified Initial Study/Addendum to the previously certified EIR.

**Senior Living Project IS/MND
Seaside, California**

Ms. Reading was the Project Manager for the environmental documentation for a proposed Senior Living Facility in the City of Seaside. The project site was previously owned by the United States Army. Following the closure of Fort Ord in 1994, the parcel was transferred to the City under the Fort Ord Reuse Authority Act. The Senior Living Facility plans to develop three facilities on the 5.47-acre project site, including an Assisted Living Facility, a Memory Care Facility, and a Co-Housing Facility. The project will also provide on-site amenities. The Final Environmental Document was approved by the Seaside City Council in August 2016.

**Mohsin-Samoske General Plan Amendment EIR
Monterey County, California**

Ms. Reading was the Project Manager for the preparation of an EIR for a proposed rural subdivision development located on River Road in the Toro Planning Area of Monterey County. The applicants sought to convert 72 acres of agricultural land into a 13-unit subdivision. The proposed development required a General Plan Amendment and a Zone change. The pivotal issues surrounding the proposed development included converting 72 acres of agricultural land to nonagricultural uses and amending the General Plan to allow a residential subdivision on land designated for agricultural uses. The EIR was certified by the Monterey County Board of Supervisors in May 2009.

**Century City Center
Los Angeles, California**

Ms. Reading assisted with the preparation of the Subsequent EIR for a commercial development at the northeast corner of Avenue of the Stars and Constellation Boulevard in Century City.



EXPERTISE

CEQA/NEPA

Surface Water Quality

Storm Water Quality

Floodplains

EDUCATION

University of California, Berkeley,
M.S., Civil and Environmental
Engineering, December 2003.

University of California, Davis,
B.S., with Honors, Evolution and
Ecology, June 1998.

PROFESSIONAL CERTIFICATIONS

Qualified SWPPP
Developer/Practitioner.

Certified Professional in Storm
Water Quality.

Engineer-in-Training.

PROFESSIONAL EXPERIENCE

Associate, LSA, San Luis Obispo,
California, May 2006–Present.

Staff Engineer, McGuire Malcolm
Pirnie, Irvine, California, February
2004–May 2006.

Summer intern, GeoSyntec
Consultants, Walnut Creek,
California, June–August 2003.

PROFESSIONAL RESPONSIBILITIES

Ms. West has over 18 years of experience in the management and preparation of environmental documents. As an Associate in the Environmental Planning Division at LSA, Ms. West is responsible for managing and preparing environmental documents for a variety of transportation and land development/redevelopment projects in compliance with CEQA and NEPA. Her water quality experience includes researching related regulations, conducting surface water sampling, and reviewing technical reports, as well as preparing water quality assessments, watershed sanitary surveys, quality control/quality assurance plans for water quality sampling projects, stormwater pollution prevention plans, and environmental impact assessments.

PROJECT EXPERIENCE

Century City Center Los Angeles, California

Ms. West was part of the project management team and assisted with preparation of the Subsequent EIR for a Leadership in Energy and Environmental Design (LEED) Platinum-rated commercial development at the northeast corner of Avenue of the Stars and Constellation Boulevard in Century City. The applicant was previously entitled a residential project at the same location but sought to revise the project to include the construction of a 37-story office building, low-rise one- and two-story office spaces, a Mobility Hub, a Transit Plaza for the extension of the Westside Subway, ancillary retail, and a partially subterranean parking structure with a green roof.

Marriott Springhill Suites Hotel, In-N-Out Burger Drive-Through Restaurant Seaside, California

Ms. West was part of the multi-disciplinary team that prepared the environmental documentation for the In-N-Out Burger Drive-Through Restaurant in the City of Seaside. Prior to preparing the environmental documentation for the In-N-Out project, LSA completed final technical reports and a partial EIR for a Marriott Springhill Suites Hotel in the same location until the hotel developer withdrew the application. The City of Seaside retained LSA's services to revise the existing technical reports as needed and to complete an EIR on the drive-through restaurant. Although the project was not approved by the Seaside City Council, the Council certified the EIR in July 2011. In the spring of 2014, the Seaside City Council decided to revisit the In-N-Out Burger Drive-Through Restaurant project and retained LSA's services to prepare updated technical analyses, as needed, and a Modified Initial Study/Addendum to the previously certified EIR. The Addendum was approved by the City Council in March 2015. The restaurant opened for business in the spring of 2016.

20 Old Ranch Road City of Laguna Niguel, California

Ms. West was Project Manager for preparation of an Initial Study/Mitigated Negative Declaration (IS/MND) Addendum, pre-construction nesting bird surveys, and archeological/paleontological construction surveys for hillside grading and terracing at 20 Old Ranch Road in the City of Laguna Niguel.

**PROFESSIONAL
EXPERIENCE
(CONTINUED)**

Graduate Student Researcher,
Department of Civil and
Environmental Engineering,
University of California, Berkeley,
September 2002–March 2003.

Post-Graduate Researcher II,
Department of Vegetable Crops,
USDA-ARS Aquatic Weed
Laboratory, University of
California, Davis, June 2000–
August 2002.

Post-Graduate Researcher II,
Department of Wildlife, Fisheries,
and Conservation Biology,
University of California, Davis,
June 1998–June 2000.

**PROFESSIONAL
AFFILIATIONS**

Association of Environmental
Professionals

California Construction
Management Association of
America

California Stormwater Quality
Association

Toastmasters

PROJECT EXPERIENCE (CONTINUED)

Subsequent to approval of the IS/MND and completion of construction for a single-family residence, it became necessary to terrace a hillside to reduce ongoing scour and erosion. LSA prepared an IS/MND Addendum for the additional grading on the project site. The Planning Commission approved the IS/MND Addendum in February 2018.

**Dana Point Harbor Marina Improvement Project
Orange County, California**

Ms. West was part of the multi-disciplinary team for preparation of a Subsequent EIR for this marina project. The County of Orange had developed a plan to upgrade, refurbish, and expand the existing Harbor facilities to meet the projected needs of merchants and Harbor visitors. A Program Final EIR was prepared for the overall Harbor Revitalization Project (landside and waterside areas) and certified by the Orange County Board of Supervisors in 2006. The Marina Improvement Project had been evaluated at a preliminary level in the Program Final EIR. The Subsequent EIR was required to focus on effects not discussed in the previous Program Final EIR and addressed the impacts of replacing all slips, docks, and pilings within the Harbor, focusing on compliance with California Coastal Act policies, marine biological resources, hydrology and water quality issues, and cumulative impacts related to construction activities.

**Department of Motor Vehicles (DMV) Field Office Replacement
Santa Maria, California**

Ms. West is part of the multi-disciplinary team for preparation of an IS/MND for a proposed DMV Field Office Replacement Project for the State of California, Department of General Services. The new field office will be approximately 13,300 square feet and will be developed on a 3-acre site currently owned by the State of California. The project will be part of the Zero Net Energy (ZNE) Pilot Program described in the Governor’s Executive Order B-18-12, which states that “all new state buildings and major renovations beginning design after 2025 be constructed as Zero Net Energy facilities with an interim target for 50% of new facilities beginning design after 2020 to be Zero Net Energy.”

**Weddington Street Residential Project
Los Angeles, California**

Ms. West served as Project Manager for preparation of an IS/MND for the Weddington Street Residential Project in Sherman Oaks in the City of Los Angeles. The project involved demolition of a 169-unit, three-story apartment building and construction of five four-story condominium buildings with 270 units, one level of subterranean parking, and two courtyards with 32,266 square feet of open space. The Planning Commission approved the IS/MND in October 2016.

AMY E. FISCHER

PRINCIPAL / AIR QUALITY/GREENHOUSE GAS/NOISE SPECIALIST



EXPERTISE

CEQA/NEPA

Air Quality Analysis

GHG Analysis

Climate Change Analysis

Noise Analysis

Transportation Planning

Health Risk Assessment

EDUCATION

B.S., Environmental Policy Analysis, minor in Geography, University of Nevada, Reno, 1998

PROFESSIONAL EXPERIENCE

Principal, LSA Associates, Inc., July 2005-present

Transportation Planner, VRPA Technologies, 2002-2005

Planning Coordinator, Council of Fresno County Governments, 2000-2002

Air Quality Planner, San Joaquin Valley Air Pollution Control District, 1999-2000

PROFESSIONAL RESPONSIBILITIES

With 19 years of experience, Amy Fischer serves as a senior air quality, noise, and greenhouse gas (GHG) emissions specialist qualified to conduct analyses for a variety of development and recreation projects. As a Principal at LSA, Ms. Fischer is the technical lead on air quality, climate change, and noise impact analyses documents and is responsible for research, and preparation of technical reports. Her air quality analysis experience includes permitting with Air Pollution Control Districts throughout California. Her noise experience includes ambient noise monitoring and the application of local and State noise standards used in impact analysis and development noise mitigation for residential and commercial development projects.

PROJECT EXPERIENCE

The Point Mixed-Use Development Project Technical Studies Bakersfield, California

LSA was contracted to prepare several technical reports in compliance with CEQA for a proposed commercial development project. Ms. Fischer was the technical principal for the Air Quality and Greenhouse Gas Impact Technical Report and the Noise Impact Analysis.

Department of Motor Vehicles (DMV) Field Office Replacement Santa Maria, California

LSA is preparing the CEQA document and supporting technical studies for the new field office replacement project. Amy Fischer provided Principal-level review of the analysis and responses to the environmental checklist for air quality, GHG emissions, and noise.

Del Monte Building Reuse Air Quality Impact Analysis Alameda, California

The Del Monte Warehouse, built in 1927, is proposed for 330 residential units with commercial/retail space. Development activity associated with the project could potentially increase air quality and greenhouse gas emissions in Alameda through increased vehicle trips and construction activities. LSA prepared an air quality impact analysis for the project in accordance with the Bay Area Air Quality Management District (BAAQMD) Air Quality CEQA Guidelines, including an assessment of construction and operational health risk impacts and an assessment of the project's GHG emissions.

Stone Fire Mixed Use Development GHG Analysis Berkeley, California

LSA prepared a GHG analysis for a proposed mixed-use project in Berkeley. The BAAQMD's Air Quality CEQA Guidelines, which outline quantification methods and significance criteria for the evaluation of GHG emissions, was used by LSA to document the estimated impact of the proposed project on climate change and its associated GHG emissions. The proposed project, comprised of 114 units of housing over ground-floor retail, would not result in significant GHG emissions.



EXPERTISE

Natural Resources Planning
Biological Resource Assessments
Botanical Surveys
Regulatory Compliance & Permitting
Jurisdictional Delineation
CEQA/NEPA Documentation

EDUCATION

Whittier College, B.A.,
Environmental Studies and
Science, May 2015.

CERTIFICATIONS

California Rapid Assessment
Methodology (CRAM) for
Wetlands, Trained
Practitioner. April 2017.

PROFESSIONAL EXPERIENCE

Biologist, LSA Associates,
Inc., Irvine, California, 2015–
Present.

Project Manager, Energized
Solutions LLC, Whittier,
California, 2015-2016.

Ecologist (Intern), Puente
Hills Habitat Preservation
Authority, Whittier,
California, 2014-2015.

PROFESSIONAL RESPONSIBILITIES

As a Biologist with LSA, Mr. Gould has worked on diverse projects throughout Southern California ranging in size from less than 1 acre to over 800 acres. Besides serving as a Biological Monitor for numerous construction and habitat restoration projects, Mr. Gould has successfully prepared regulatory compliance documentation and has assisted clients through complex environmental permitting processes. His broad experience in the field of environmental consulting includes the preparation of Biological Impact Assessments, Habitat Conservation Plans, CEQA and NEPA documents, and Jurisdictional Delineations. Mr. Gould has developed specific skills in mitigation planning, botanical surveys, and environmental regulatory compliance. In addition to his scientific skills, Mr. Gould has strong communication skills and has worked with various utilities and agencies throughout Southern California.

SELECT PROJECT EXPERIENCE

Monterey Park Market Place Project: Biological Resources Services Monterey Park, California

Mr. Gould served as the Project Manager during multiple phases of the 62-acre commercial retail development project, including the preparation of a Habitat Conservation Plan to support an application for an incidental take permit from the United States Fish and Wildlife Service (USFWS) pursuant to Section 10(a)(1)(B) of the federal Endangered Species Act to incidentally take the federally-listed as threatened coastal California gnatcatcher (*Polioptila californica californica*). Prior to the preparation of the report, Mr. Gould conducted focused gnatcatcher surveys and mapped all vegetation communities on the project site. Additional responsibilities for the project included consulting with the USFWS, coordinating biological monitoring services and conducting nesting bird surveys, preparing a Habitat Restoration Plan, and mitigation planning and implementation oversight.

California High-Speed Rail Project: Biological Resources and Wetlands Technical Studies and Environmental Documentation Burbank to Los Angeles Project Segment, California

In addition to conducting field surveys and preparing three technical reports pertaining to special-status biological resources and jurisdictional aquatic features, Mr. Gould served as the lead author of the EIR/EIS Biological Resources and Wetlands chapter for the proposed 14-mile High Speed Rail alignment in the Cities of Burbank, Glendale, and Los Angeles, California. Mr. Gould also attended various meetings with involved regulatory agencies in 2017 and 2018, presenting technical studies and environmental impact findings before the California High-Speed Rail Authority, Federal Railroad Administration, California Department of Fish and Wildlife (CDFW), USFWS, Regional Water Quality Control Board, United States Army Corps of Engineers (USACE), and the Environmental Protection Agency, among others.



EXPERTISE

CEQA Document Preparation

Environmental Analysis

Air Quality Analysis

Greenhouse Gas Emission
Analysis

Noise Analysis

Land Use Planning

EDUCATION

B.S., City & Regional Planning,
minor in Real Property
Development

California Polytechnic State
University, San Luis Obispo, June
2015

PROFESSIONAL AFFILIATIONS

Association of Environmental
Professionals (AEP) – Secretary,
Central Valley Chapter, 2016 –
present

AEP – Student Liaison, Central
Valley Chapter, 2016 – present

American Planning Association
(APA)

PROFESSIONAL EXPERIENCE

Environmental Planner, LSA
Associates, Inc., Fresno, CA, June
2014 – present

PROFESSIONAL RESPONSIBILITIES

Cara Carlucci is an environmental planner with a growing roster of experience. At LSA, she provides project management and technical assistance on a variety of planning and environmental documents, including Environmental Assessments, Initial Studies, and EIRs. At LSA, Ms. Carlucci has been involved in residential and commercial development projects, road improvement projects, and program-level plans. Ms. Carlucci has a strong foundation in land use planning and is well-versed in addressing impacts to air quality, greenhouse gas (GHG) emissions, and noise.

Ms. Carlucci is proficient with the use of the FHWA Highway Traffic Noise Prediction Model (FHWA RD-77-108) and is proficient in air quality models including CalEEMod and RoadMod. Ms. Carlucci is also responsible for conducting field noise measurements with the Larson Davis SoundTrack LxT sound level meter in compliance with applicable standards.

PROJECT EXPERIENCE

Department of Motor Vehicles (DMV) Field Office Replacement Santa Maria, California

Ms. Carlucci is assisting with the preparation of the Air Quality, Greenhouse Gas, and Noise sections of the IS/MND for the project. The project would develop a new, modern DMV field office that is capable of accommodating the current and future needs of the Santa Maria community, including sufficient production terminals and ancillary uses.

Lineage Logistics Santa Maria, California

Ms. Carlucci prepared a GHG memorandum for the proposed Lineage Logistics Project. The proposed project would include the following improvements: 277,698 square feet (sf) of existing processor development, 28,131 sf of new processor development, 208,320 sf of new freezer development, repair and maintenance of existing drive-aisles and parking surfaces, parking lot restriping, three bioretention basins, enlarging and improving an existing retention basin, improved landscaping, and infrastructure improvements.

California Maritime Academy Master Plan, California State University Vallejo, California

The Master Plan will cover all aspects of campus development over the next 15 years, including student enrollment growth, overall campus land use and design, building capacity and placement, circulation and infrastructure, and sustainability. Ms. Carlucci assisted with the preparation of the Air Quality, Greenhouse Gas, and Noise sections of the EIR.

Merced Mall Expansion Merced, California

The proposed project would include the expansion and redevelopment of the Merced Mall by increasing leasable retail area and constructing a new movie theater. Ms. Carlucci is serving as the project planner and is preparing both technical and non-technical sections of the IS/MND for the proposed project.

DEAN ARIZABAL

ASSOCIATE / TRANSPORTATION PLANNER



EXPERTISE

Transportation Planning and
Traffic Impact Assessment

Data Collection and Analysis

Parking Demand Analysis

EDUCATION

University of California, Irvine,
B.S., Computer Engineering,
2002.

PROFESSIONAL CERTIFICATIONS/ REGISTRATIONS

Orange County Traffic
Engineering Council

PROFESSIONAL EXPERIENCE

Associate Transportation
Planner, LSA Associates, Inc.,
Irvine, California, Transportation
Division, April 2016–Present.

Senior Transportation Planner,
LSA Associates, Inc., Irvine,
California, Transportation
Division, May 2005–March 2016.

Programmer/Specialist &
Mentor/Trainer, Reynolds &
Reynolds, Irvine, California,
Legacy Finance & Insurance
Division, July 2002–April 2005.

PROFESSIONAL RESPONSIBILITIES

Mr. Arizabal has been involved in transportation planning since 2005. His primary responsibilities and experience include technical analyses of land development and roadway improvement projects. Mr. Arizabal has prepared comprehensive traffic impact analyses, traffic operations analyses, access and on-site circulation analyses, and parking studies for residential, commercial, office, institutional, and mixed-use developments. Many of Mr. Arizabal's reports and documents are incorporated into an EIR, Initial Study (IS), or Mitigated Negative Declaration (MND).

PROJECT EXPERIENCE

Department of Motor Vehicles (DMV) Field Office Replacement Santa Maria, California

Mr. Arizabal prepared a Traffic Impact Analysis (TIA) for the Transportation/Traffic section of the IS/MND for a new DMV office in Santa Maria. The TIA identified potential traffic and circulation impacts associated with the proposed 13,500-square-foot (sf) DMV office at 2850 Santa Maria Way. The TIA evaluated four scenarios (Existing, Cumulative, Existing Plus Project, and Cumulative Plus Project), 15 signalized intersections, and two unsignalized project driveways. Project trip generation and distribution were key components of this local-serving government facility. The TIA was prepared consistent with applicable requirements of the City of Santa Maria, the Santa Barbara County Association of Governments, and Caltrans. The project is currently out for public review.

In-N-Out Burger Drive-Through Restaurant EIR Seaside, California

Mr. Arizabal prepared a TIA to identify potential traffic and circulation impacts associated with the proposed construction of a 3,750 sf In-N-Out Burger drive-through restaurant in Seaside. The project site is located on the south side of Del Monte Boulevard, west of Laguna Grande Lake. The TIA provided an access analysis of the two project driveways, a queuing analysis of the drive-through lane, and an on-site parking analysis. The TIA was approved and the restaurant is now open.

Cross Border Xpress (CBX) San Diego, California

Mr. Arizabal assisted in preparation of a Traffic Impact Study (TIS) to identify potential traffic and circulation impacts associated with the CBX and ancillary retail/industrial uses in the Otay Mesa community of San Diego. The project is located on a 55.5-acre site south of Siempre Viva Road, east of Britannia Boulevard and west of La Media Road, and will consist of the 95,000 sf CBX, 402,000 sf of industrial use, 34,000 sf of specialty retail complex, 340 hotel rooms, a 12-pump gas station with a 1,200 sf convenience market and car wash, and 6,000 sf of restaurant use. The CBX is anticipated to service 17,225 passengers per day at build out. Recommendations were made for circulation improvements. The TIS was approved and the CBX is now open.



EXPERTISE

Noise and Vibration

EDUCATION

Purdue University, West Lafayette, IN, B.S., Acoustical Engineering, with minor in Communications, 2004.

SPECIALIZED TRAINING

CadnaA

FHWA TNM 2.5

FHWA RCNM

Insul

Microsoft Office

AutoCAD

PROFESSIONAL EXPERIENCE

Associate / Senior Acoustical Specialist, LSA, Irvine and Point Richmond, California, March 2012–Present.

Acoustical Engineer, Urban Crossroads Inc., Irvine, California, February 2006–February 2012.

PROFESSIONAL AFFILIATIONS

Member, Institute of Noise Control Engineering (INCE)

E.I.T. License No. ET30504764 (2005)

PROFESSIONAL RESPONSIBILITIES

Mr. Stephens is a Senior Acoustical Specialist and part of LSA's environmental technical staff. He is primarily responsible for the preparation of noise studies for a variety of projects. Mr. Stephens is proficient in the use of FHWA Highway Traffic Noise Prediction Model (FHWA RD-77-108), TNM 2.5, RCNM, AEDT, SounPLAN Noise Prediction Software, and INSUL, a noise prediction software for building façades and partitions. Mr. Stephens is also responsible for performing noise monitoring surveys using a variety of Larson-Davis sound level meters.

PROJECT EXPERIENCE

Department of Motor Vehicles (DMV) Field Office Replacement Noise Study Santa Maria, California

Mr. Stephens is preparing the Noise and Vibration Impact Analysis for the proposed DMV field office replacement in the City of Santa Maria. The project would provide a replacement for the existing DMV field office in Santa Maria that is capable of accommodating the current and future needs of the Santa Maria community. The technical noise analysis analyzed noise impacts to the nearby sensitive uses and provided mitigation measurements to reduce any significant noise impacts to comply with applicable noise standards.

7th Street Multi-Family Development Noise Study Rancho Cucamonga, California

Mr. Stephens prepared the Noise Impact Analysis for the 7th Street Residential Development. In addition to completion of the noise impact analysis, Mr. Stephens worked with City staff and the Project Developer to solve noise-related issues associated with construction-related impacts to the existing residential uses surrounding the project site.

Seaside Senior Living Noise Study Peer Review Seaside, California

Mr. Stephens prepared a comprehensive peer review for the Noise Impact Analysis for the Seaside Senior Living facility. In addition to completion of the peer review, Mr. Stephens worked with City staff and the Project Developer to solve noise-related issues associated with traffic impacts to the private living of Seaside areas near major roadways.

City of Hope Noise Study Peer Review Irwindale, California

Mr. Stephens prepared a comprehensive peer review for the Noise Impact Analysis for the City of Hope Campus Expansion project. In addition to completion of the peer review, Mr. Stephens worked with City staff and the Project Developer to solve noise-related issues associated with a variety of impacts to surrounding uses.



EXPERTISE

Environmental Planning and Analysis

CEQA/NEPA Documentation

Regulatory Permitting

Jurisdictional Delineation of Waters

Hydrology and Watershed Management

EDUCATION

California Polytechnic State University, San Luis Obispo, B.S., Environmental Management/Hydrology & Watershed Management, 2008.

CERTIFICATIONS

Wetland Training Institute – Nationwide Permits Reissued, March 2017

Wetland Training Institute – Wetland Delineator Certification Program, November 2014

Wetland Training Institute – Nationwide Permits Reissued, May 2012

PROFESSIONAL EXPERIENCE

Environmental Planner, LSA Associates, Inc., San Luis Obispo, California, 2007–Present.

PROFESSIONAL RESPONSIBILITIES

Ms. Frakes is an Associate in LSA’s San Luis Obispo office. Ms. Frakes has over 11 years of experience managing and preparing environmental documents pursuant to CEQA and NEPA including Initial Studies (ISs), Mitigated Negative Declarations (MNDs), EIRs, Preliminary Environmental Assessment Reports, Environmental Assessments, and EISs. Ms. Frakes also manages the preparation of technical studies, develops CEQA and NEPA analyses, and provides her clients with expertise in land use planning and land use regulations.

PROJECT EXPERIENCE

Department of Motor Vehicles (DMV) Field Office Replacement Santa Maria, California

Ms. Frakes is assisting with the preparation of the IS/MND for the project. The project would develop a new, modern DMV field office that is capable of accommodating the current and future needs of the Santa Maria community, including sufficient production terminals and ancillary uses. The project is currently out for public review.

Marriott Springhill Suites Hotel, In-N-Out Burger Drive-Through Restaurant EIR, Addendum and Construction Monitoring Seaside, California

Ms. Frakes served as assistant Project Manager of the interdisciplinary team responsible for the environmental documentation and associated technical analyses for a proposed drive-through restaurant in the City of Seaside. Ms. Frakes assisted with the completion of final technical reports and preparation of a partial EIR for a Marriot Springhill Suites Hotel in the City of Seaside until the hotel developer withdrew the application and was replaced by a developer proposing an In-N-Out Burger Drive-Through Restaurant. The City of Seaside retained LSA’s services to revise the existing technical reports as needed and to complete an EIR on the drive-through restaurant. Although the project was not approved by the Seaside City Council, the EIR was certified in July of 2011. In the spring of 2014, the Seaside City Council decided to revisit the In-N-Out Burger Drive-Through Restaurant and retained LSA’s services to prepare updated technical analyses, as needed, and a Modified Initial Study/Addendum to the previously certified EIR. Ms. Frakes was responsible for preparation of the Modified Initial Study/Addendum that was approved by the City Council in March 2015.

The Inn at Mattei’s Tavern Project Los Olivos, California

Ms. Frakes served as Assistant Project Manager for the Inn at Mattei’s Tavern Project. LSA prepared a focused EIR for the historic cottage inn and restaurant in the unincorporated township of Los Olivos in central Santa Barbara County. The primary issues addressed in the Focused EIR included visual and historical resources, transportation and parking, air quality/greenhouse gas emissions, biological and wetland resources, water quality, and storm water and wastewater management. The Final EIR was approved by the County Planning Commission in January 2013.

EXPERTISE

Health Risk Assessment
Air Quality Analysis

EDUCATION

Bakersfield City College 1987-1989

PROFESSIONAL EXPERIENCE

Air Quality Specialist Consultant,
LSA Associates, Inc., 2011-present

Supervising Air Quality Specialist,
San Joaquin Valley Air Pollution
Control District, 1989-present

PROFESSIONAL RESPONSIBILITIES

Mr. Villalvazo has over 28 years of experience in air dispersion modeling and Health Risk Assessments (HRAs) and is one of the country's leading modeling experts. Leland was instrumental in drafting the California Air Pollution Control Officer's Health Risk Assessment for Proposed Land Use Projects document, released in July of 2009 and the Modeling Compliance of The Federal 1-Hour NO₂ National Ambient Air Quality Standards (NAAQS) document, released in October of 2011. He has also been leading the effort in developing documentation to interpret United States Environmental Protection Agency (EPA) modeling guidance for the use of the AERMOD model and creation of streamlining tools used by agencies and consultants.

PROJECT EXPERIENCE

The Air Toxics Hot Spots Information and Assessment Act of 1987 seeks to provide information to state and local agencies and to the general public on the extent of airborne emissions from stationary sources and the potential public health impacts of those emissions. Mr. Villalvazo prepares HRAs using the Guidance Manual (February 2015) developed by the California Office of Environmental Health Hazard Assessment (OEHHA). He is trained in the use of the Hot Spots Analysis and Reporting Program (HARP) model, developed by the California Air Resources Board (CARB), as a tool to implement the risk assessments as outlined in the Guidance Manual. Under contract to LSA, Mr. Villalvazo has prepared HRAs for over 20 projects, including.

- 1717 University Avenue Mixed-Use Project CEQA for the City of Berkeley, California
- 394 Ortega Avenue Multi-family Residential Project CEQA for the City of Mountain View, California
- 211 Airport Boulevard/Pinefino Apartment Project Health Risk Assessment for the Concord Design Group, South San Francisco, California
- Dorris Eaton School Health Risk Assessment, for Kava Massih Architects, San Ramon, California
- Riviera Avenue Air Quality Services for Resources for Community Development, Walnut Creek, California
- 1601 Mariposa Mixed-Use Project Air Quality Criteria Pollutant Analysis for Related California, San Francisco, California
- Redwood Hills Residential Project Health Risk Analysis for Affordable Housing Associates, Oakland, California



EXPERTISE

Environmental Planning

Urban Planning

CEQA/NEPA

EDUCATION

California State University,
Northridge, Northridge,
California, M.A. in Urban
Planning, 2017.

University of California, San
Diego, San Diego, California,
B.A., Urban Studies and Planning,
Minor in Sociology, 2013.

PROFESSIONAL EXPERIENCE

Environmental Planner, LSA,
July 2018–Present.

Assistant Environmental Planner,
LSA, June 2017–July 2018.

Environmental Planning Intern,
LSA, June 2016–May 2017.

Research Assistant, California
State University, Northridge,
Department of Urban Studies
and Planning, January 2016–
May 2017.

Planning Intern, City of
Paramount, March 2016–
May 2017.

PROFESSIONAL AFFILIATIONS

Association of Environmental
Professionals

PROFESSIONAL RESPONSIBILITIES

As an Environmental Planner at LSA, Ms. Cramton contributes to project planning for large land use and development projects and redevelopment projects. She assists in the preparation of a myriad of environmental documents pursuant to CEQA and NEPA for various public and private projects throughout Southern California.

PROJECT EXPERIENCE

Davenport Park Expansion Long Beach, California

LSA is preparing an environmental document for the proposed expansion of the existing Ed “Pops” Davenport Park. Davenport Park was constructed on a former municipal landfill and includes an extensive landfill cap. Ms. Cramton is serving as Project Manager on the project, and as such, is responsible for preparing the environmental document, coordinating with in-house technical staff and subconsultants, and communicating with the project team. It is anticipated that the discretionary actions for the project will include a General Plan Amendment, Zone Change, and Site Plan Review.

The Farm Specific Plan Project San Juan Capistrano, California

Ms. Cramton assisted in preparing the MND for The Farm Specific Plan project in San Juan Capistrano, California. The project proposes the adoption of a Specific Plan and a corresponding General Plan Amendment to change the land use designation from Agri-Business to Specific Plan/Precise Plan on a 35-acre project site. The project would allow for the development of up to 180 single-family homes, the installation of a 0.5-acre park, and the creation of a multi-use trail on the site. The project was approved by the City Council in June 2018.

Alamitos Concession Stand Rebuild Project Long Beach, California

LSA prepared an MND for the Alamitos Bay Concession Rebuild Project in Long Beach, California. The project would replace the existing concession stand with a more modern facility and would also develop the site with a facility for beach visitors to rent recreational equipment, public bathrooms, a rinse station, and an outdoor play area. Ms. Cramton is assisting in the preparation of the MND for the project. The MND was unanimously approved by the City’s Planning Commission in November 2017.

Alamitos Bay Shoreline Trail Project Long Beach, California

LSA prepared an MND for the Alamitos Bay Shoreline Trail Project in Long Beach, California. The project included the provision of a continuous public walkway within an existing portion of the public right-of-way that runs along the northern shoreline of Naples Island. The trail was intended to provide pedestrian access to public trust lands, including Alamitos Bay waters and shoreline. Ms. Cramton assisted in the preparation of the MND. The MND was unanimously approved by the City’s Planning Commission in October 2017.



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APPENDIX B

CONFLICT OF INTEREST STATEMENT



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CARLSBAD
FRESNO
IRVINE
LOS ANGELES
PALM SPRINGS
POINT RICHMOND
RIVERSIDE
ROSEVILLE
SAN LUIS OBISPO

November 2, 2018

Santa Barbara County Planning and Development
Attn: Dana Eady, Senior Planner
624 W. Foster Road, Suite C
Santa Maria, CA 93455

Subject: Conflict of Interest Statement

Dear Ms. Eady:

Neither LSA, nor any members of the project team, has been hired by Orcutt Marketplace LLC, Urban Planning Company, or any consultants hired by the applicant to assist in the preparation of materials directly related to any component of the proposed project or related projects under study in the EIR. No member of LSA's team has a financial gain or any interest in the final outcome of the project. I attest that I am an authorized representative of LSA.

Sincerely,

LSA Associates, Inc.

Rob McCann
Chief Executive Officer



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APPENDIX C

CERTIFICATE OF INSURANCE



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/2/2018

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

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

PRODUCER Dealey, Renton & Associates 600 Anton Blvd., Suite 100 Costa Mesa CA 92626	CONTACT NAME: PHONE (A/C. No. Ext): 510-465-3090		FAX (A/C. No.): 714-427-6818
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : Hartford Fire Ins. Co.			19682
INSURER B : Berkley Insurance Company			32603
INSURER C :			
INSURER D :			
INSURER E :			
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** 139153741 **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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			57UUNIF1488	9/30/2018	9/30/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			57UUNIF1488	9/30/2018	9/30/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below			57WEGG5794	9/30/2018	9/30/2019	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Professional and Pollution Liability			AEC902316002	9/30/2018	9/30/2019	\$2,000,000 \$4,000,000	per Claim Annl Aggr.

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

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

Re: **CSB1801.P**, Orcutt Marketplace Supplemental EIR.

County of Santa Barbara is Additional Insured as required by written contract.

Primary and Non-Contributory applies as required by written contract.

Waiver of Subrogation as required by written contract.

CERTIFICATE HOLDER**CANCELLATION 30 Day Notice of Cancellation/10 Day**

County of Santa Barbara
 130 E. Victoria Street, 2nd Floor
 Santa Barbara CA 93101

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization with whom you have agreed in a written contract, agreement, or permit,	All projects or locations covered under this policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Policy #57UUNIF1488

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization with whom you have agreed in a written contract, agreement, or permit.	All projects or locations covered under this policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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

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

SECTION I - COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

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

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

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- e. **Incidental Medical Malpractice And Good Samaritan Coverage**
"Bodily injury" arising out of the rendering of or failure to render the following health care services by any "employee" or "volunteer worker" shall be deemed to be caused by an "occurrence" for:

- (1) Professional health care services such as:
 - (a) Medical, surgical, dental, laboratory, x-ray or nursing services or treatment, advice or instruction, or the related furnishing of food or beverages;
 - (b) Any health or therapeutic service, treatment, advice or instruction; or
 - (c) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
- (2) First aid services, which include:
 - (a) Cardiopulmonary resuscitation, whether performed manually or with a defibrillator; or
 - (b) Services performed as a Good Samaritan.

For the purpose of determining the limits of insurance, 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".

However, this Incidental Medical Malpractice And Good Samaritan Coverage provision applies only if you are not engaged in the business or occupation of providing any of the services described in this provision.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

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

c. Liquor Liability

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

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

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

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:

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

This exclusion applies:

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

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

f. Pollution

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

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

- (i) Any insured; or

- (ii) Any person or organization for whom you may be legally responsible;

- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

- (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the

operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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

g. Aircraft, Auto Or Watercraft

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

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

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

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

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement,

enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

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

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

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

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising from the use of elevators.

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

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

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

k. Damage To Your Product

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

l. Damage To Your Work

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

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

m. Damage To Impaired Property Or Property Not Physically Injured

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

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

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

n. Recall Of Products, Work Or Impaired Property

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

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

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

o. Personal And Advertising Injury

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

p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

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

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

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

q. Employment-Related Practices

"Bodily injury" to:

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

This exclusion applies:

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

r. Asbestos

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

detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

s. Recording And Distribution Of Material Or Information In Violation Of Law

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

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

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

Exclusions c. through h. and j. through n. do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:
 - (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
 - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or

settlements under Coverages A or B or medical expenses under Coverage C.

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

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

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

b. Material Published With Knowledge Of Falsity

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

c. Material Published Prior To Policy Period

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

d. Criminal Acts

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

e. Contractual Liability

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

f. Breach Of Contract

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

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

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

h. Wrong Description Of Prices

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

i. Infringement Of Intellectual Property Rights

(1) "Personal and advertising injury" arising out of any actual or alleged infringement or violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, trade dress, service mark or other designation of origin or authenticity; or

(2) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

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

- (1) Infringement, in your "advertisement", of:
 - (a) Copyright;
 - (b) Slogan; or
 - (c) Title of any literary or artistic work; or
- (2) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

j. Insureds In Media And Internet Type Businesses

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

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

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

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

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the

insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

m. Pollution

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

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

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

p. Internet Advertisements And Content Of Others

"Personal and advertising injury" arising out of:

- (1) An "advertisement" for others on your web site;
- (2) Placing a link to a web site of others on your web site;
- (3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or

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

(a) Your web site; or

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

q. Right Of Privacy Created By Statute

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

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

r. Violation Of Anti-Trust law

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

s. Securities

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

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

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

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

u. Employment-Related Practices

"Personal and advertising injury" to:

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

This exclusion applies:

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

v. Asbestos

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

w. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

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

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;provided that:
 - (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

- a. **Any Insured**

To any insured, except "volunteer workers".
- b. **Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. **Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.
- d. **Workers Compensation And Similar Laws**

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

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

- f. Products-Completed Operations Hazard**
Included within the "products-completed operations hazard".
- g. Coverage A Exclusions**
Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.These payments will not reduce the limits of insurance.
2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been

- assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I - Coverage A - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

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

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

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

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

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

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

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

- (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or that

"volunteer worker" as a consequence of Paragraph (1)(a) above;

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (1)(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:

- (a) Subparagraphs (1)(a), (1)(b) and (1)(c) above do not apply to any "employee" or "volunteer worker" providing first aid services; and
- (b) Subparagraph (1)(d) above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

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

c. Temporary Custodians Of Your Property

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

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

d. Legal Representative If You Die

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

e. Unnamed Subsidiary

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

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

3. Newly Acquired Or Formed Organization

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

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. 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.

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

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

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

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

a. Vendors

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

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

This insurance does not apply to:

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

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs (d) or (f); or

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

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

b. Lessors Of Equipment

(1) Any person(s) or organization(s) 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(s) or organization(s).

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

c. Lessors Of Land Or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

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

This insurance does not apply to:

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

d. Architects, Engineers Or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or

omissions of those acting on your behalf;

(1) In connection with your premises; or

(2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

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

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

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", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

e. Permits Issued By State Or Political Subdivisions

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

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

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

f. Any Other Party

Any other person or organization who is not an additional insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations;

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

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

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", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section III - Limits Of Insurance.

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

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

SECTION III - LIMITS OF INSURANCE

1. The Most We Will Pay

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

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

2. General Aggregate Limit

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

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

3. Products-Completed Operations Aggregate Limit

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

4. Personal And Advertising Injury Limit

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

5. Each Occurrence Limit

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

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

6. Damage To Premises Rented To You Limit

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

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

7. Medical Expense Limit

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

8. How Limits Apply To Additional Insureds

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

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

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

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

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

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

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

a. Notice Of Occurrence Or Offense

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

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

b. Notice Of Claim

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

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

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

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

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

d. Obligations At The Insureds Own Cost

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

e. Additional Insureds Other Insurance

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

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

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

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

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or the additional insured is a partnership;

- (3) Any manager, if you or the additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;
- (5) Any trustee, if you or the additional insured is a trust; or
- (6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

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

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

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

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

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

b. Excess Insurance

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

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

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

(3) Tenant Liability

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

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

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

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

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

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

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

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

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

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

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

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

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

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

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

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

c. Method Of Sharing

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

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

5. Premium Audit

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

computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

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

b. Unintentional Failure To Disclose Hazards

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

7. Separation Of Insureds

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

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

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

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

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

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the

nonrenewal not less than 30 days before the expiration date.

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

SECTION V - DEFINITIONS

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

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper; or
- b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
 - b. An interactive conversation between or among persons through a computer network.
2. **"Advertising idea"** means any idea for an "advertisement".
3. **"Asbestos hazard"** means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. **"Auto"** means:
- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

5. **"Bodily injury"** means physical:
- a. Injury;
 - b. Sickness; or
 - c. Disease
- sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. **"Coverage territory"** means:
- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or

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. **"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".
8. **"Employment-Related Practices"** means:
- a. Refusal to employ that person;
 - b. Termination of that person's employment; or
 - c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.
9. **"Executive officer"** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. **"Hostile fire"** means one which becomes uncontrollable or breaks out from where it was intended to be.
11. **"Impaired property"** means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- 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 the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.
12. **"Insured contract"** means:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to

Premises Rented To You Limit described in Section III - Limits of Insurance;

- 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. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- 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:

- (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 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, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal,
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;

- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral, written or electronic publication, in any manner, 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, in any manner, of material that violates a person's right of privacy;
- f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or
- g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

18. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

- (a) When all of the work called for in your contract has been completed.
- (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
- (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

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

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

20. "Property damage" means:

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

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

- a. Stored as or on;
 - b. Created or used on; or
 - c. Transmitted to or from;
- computer software, including systems and applications software, hard or floppy disks, CD-

ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

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

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

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

23. **"Volunteer worker"** means a person who

- a. Is not your "employee";
- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. **"Your product"**:

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. **"Your work"**:

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

**EXCERPTS FROM CA 0001 (1013)
HARTFORD BUSINESS AUTO COVERAGE**

Additional Insured: SECTION II – COVERED AUTO LIABILITY COVERAGE

A.1. WHO IS AN INSURED: The following are “insureds”

c. Anyone liable for the conduct of an “insured”...but only to the extent of that liability.

Primary Insurance: SECTION IV – BUSINESS AUTO CONDITIONS

B. General Conditions - 5. Other Insurance

a. For any covered “auto” you own, this Coverage Form provides primary insurance.

For any covered “auto” you don’t own, the insurance provide by this Coverage Form is excess over any other collectible insurance.

c. Regardless of the provisions of paragraph a. above, this Coverage Form’s Covered Auto Liability Coverage is primary for any liability assumed under an “insured contract”.

Cross Liability Clause: SECTION V – DEFINITIONS

G. “Insured” means any person or organization qualifying as an insured in the Who is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or “suit” is brought.

EXCERPTS FROM HA9916 (0312)

**HARTFORD COMMERCIAL AUTOMOBILE BROAD
FORM ENDORSEMENT**

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

Workers' Compensation and Employers' Liability Insurance Policy
Waiver of Our Right to Recover From Others Endorsement - California
WC 04 03 06

If the following information is not complete, refer to the appropriate Schedule attached to the policy.

Insured: LSA Associates, Inc.

Policy Number 57WEGG5794

Producer: Dealey, Renton & Associates

Effective Date 9/30/2018

Schedule

Person or Organization

County of Santa Barbara
130 E. Victoria Street, 2nd Floor
Santa Barbara CA 93101

Job Description

Re: CSB1801.P, Orcutt Marketplace Supplemental
EIR.

Additional Premium %

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

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

The additional premium for this endorsement shall be the percentage, as shown in the Schedule applicable to this endorsement, of the California workers' compensation premium otherwise due on such remuneration.



Authorized Representative