



City of Hermosa Beach

Civic Center, 1315 Valley Drive, Hermosa Beach, CA 90254-3885

CONTRACT FOR PROFESSIONAL SERVICES FOR STAFF AUGMENTATION BETWEEN THE CITY OF HERMOSA BEACH AND CSG Consultants, Inc.

This AGREEMENT is entered into this 27th day of June, 2024, by and between the CITY OF HERMOSA BEACH, a California general law city and municipal corporation ("CITY") and CSG Consultants, Inc, a California corporation ("CONSULTANT").

RECITALS

- A. The City desires to secure as needed staff augmentation services for the Community Development Department.
- B. The City does not have the personnel able and/or available to perform the services required under this agreement and therefore, the City desires to contract for consulting services to accomplish this work.
- C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, based on the foregoing recitals, the City and the Consultant agree as follows:

- 1** CONSIDERATION AND COMPENSATION As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, attached as EXHIBIT A.

As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement.

As additional consideration, CITY agrees to pay CONSULTANT a total of \$30,000, for CONSULTANT's services, unless otherwise specified by written amendment to this Agreement.

No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his/her designee.

CONSULTANT shall submit to CITY, by not later than the 10th day of each month, its invoice for services itemizing the fees and costs incurred during the previous month. CITY shall pay CONSULTANT all uncontested amounts set forth in CONSULTANT's invoice within 30 days after it is received.

- 2** SCOPE OF SERVICES. CONSULTANT will perform the services and activities set forth in the SCOPE OF SERVICE attached hereto as Exhibit A and incorporated herein by this reference.

Except as herein otherwise expressly specified to be furnished by CITY, CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office



space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

- 3 PAYMENTS. For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit an invoice to CITY which lists the reimbursable costs, the specific tasks performed, and, for work that includes deliverables, the percentage of the task completed during the billing period in accordance with the schedule of compensation incorporated in "Exhibit A."
- 4 TIME OF PERFORMANCE. The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's reasonable satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.
- 5 FAMILIARITY WITH WORK. By executing this Agreement, CONSULTANT represents that CONSULTANT has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
- 6 KEY PERSONNEL. CONSULTANT's key person(s) assigned to perform work under this Agreement are Kaneca Pompey and Sophia Matheny. CONSULTANT shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of the City.
- 7 TERM OF AGREEMENT. The term of this Agreement shall commence upon execution by both parties and shall expire on June 30, 2026, unless earlier termination occurs under Section 11 of this Agreement, or this Agreement is extended in writing in advance by both parties.
- 8 CHANGES. CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.
- 9 TAXPAYER IDENTIFICATION NUMBER. CONSULTANT will provide CITY with a Taxpayer Identification Number.
- 10 PERMITS AND LICENSES. CONTRACTOR will obtain and maintain during the term of this Agreement all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.
- 11 TERMINATION. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing.

CONSULTANT may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.

In the event of such termination, the CONTRACTOR shall cease services as of the date of termination, and all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONSULTANT shall, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.

Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.



12 INDEMNIFICATION. CONSULTANT shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should CITY in its sole discretion find CONSULTANT'S legal counsel unacceptable, then CONSULTANT shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation. The CONSULTANT shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees, and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 17, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

13 ASSIGNABILITY. This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

14 INDEPENDENT CONTRACTOR. CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which it is performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

15 AUDIT OF RECORDS. CONSULTANT agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONSULTANT agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONSULTANT further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.

CONSULTANT will keep all books, records, accounts, and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.

16 CORRECTIVE MEASURES. CONSULTANT will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. CONSULTANT will be given a reasonable amount of time as determined by the City to implement said



corrective measures. Failure of CONSULTANT to implement required corrective measures shall result in immediate termination of this Agreement.

17 INSURANCE REQUIREMENTS.

- A. The CONSULTANT, at the CONSULTANT's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:
1. Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for City.
 2. General Liability Coverage. The CONSULTANT shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
 3. Automobile Liability Coverage. The CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONSULTANT arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
 4. Professional Liability Coverage. The CONSULTANT shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONSULTANT'S operations under this Agreement, whether such operations be by the CONSULTANT or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.
- B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by City, and shall be endorsed as follows. CONSULTANT also agrees to require all contractors, and subcontractors to do likewise.
1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONSULTANT, including materials, parts, or equipment furnished in connection with such work or operations."
 2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance



maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.

3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
4. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents.
5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.
6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the CITY.

C. CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against Contractor arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

D. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option, the CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

E. The CONSULTANT shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.

F. Failure on the part of the CONSULTANT to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 11 above.

G. The commercial general and automobile liability policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Consultant (as the named insured) should Consultant fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. Consultant understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Consultant as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Consultant's behalf upon the Consultant's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against Consultant for breach of this Agreement in addition to any other damages incurred by City due to the breach.

18 USE OF OTHER CONSULTANTS. CONSULTANT must obtain CITY's prior written approval to use any sub-consultants while performing any portion of this Agreement. Such approval must include approval of the proposed consultant and the terms of compensation.

19 FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE. The acceptance by the CONSULTANT of the final payment made under this Agreement shall operate as and be a release of the



CITY from all claims and liabilities for compensation to the CONSULTANT for anything done, furnished, or relating to the CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of the CITY'S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the CITY shall not constitute, nor be deemed, a release of the responsibility and liability of the CONSULTANT, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the CITY for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

- 20 CORRECTIONS.** In addition to the above indemnification obligations, the CONSULTANT shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the CITY, and the cost thereof shall be charged to the CONSULTANT. In addition to all other available remedies, the City may deduct the cost of such correction from any retention amount held by the City or may withhold payment otherwise owed CONSULTANT under this Agreement up to the amount of the cost of correction.
- 21 NON-APPROPRIATION OF FUNDS.** Payments to be made to CONSULTANT by CITY for services preformed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that CITY does not appropriate sufficient funds for payment of CONSULTANT'S services beyond the current fiscal year, the Agreement shall cover payment for CONSULTANT'S services only to the conclusion of the last fiscal year in which CITY appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.
- 22 NOTICES.** All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	CONSULTANT
City of Hermosa Beach 1315 Valley Drive Hermosa Beach, CA 90254 ATTN: Community Development Director	CSG Consultants, Inc. 3707 W. Garden Grove Blvd. Orange, CA 92868 ATTN: Ethan Edwards / Gena Guisar

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

- A. SOLICITATION.** CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent



upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.

- B. THIRD PARTY BENEFICIARIES.** This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.
- C. INTERPRETATION.** This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.
- D. ENTIRE AGREEMENT.** This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.
- E. RULES OF CONSTRUCTION.** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.
- F. AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's city manager, or designee, may execute any such amendment on behalf of CITY.
- 23 ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES.** The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.
- 24 FORCE MAJEURE.** Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.
- 25 TIME IS OF ESSENCE.** Time is of the essence to comply with dates and schedules to be provided.
- 26 ATTORNEY'S FEES.** The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.
- 27 STATEMENT OF EXPERIENCE.** By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the



Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

28 OWNERSHIP OF DOCUMENTS. It is understood and agreed that the City shall own all documents and other work product of the Consultant, except the Consultant's notes and workpapers, which pertain to the work performed under this Agreement. The City shall have the sole right to use such materials in its discretion and without further compensation to the Consultant, but any re-use of such documents by the City on any other project without prior written consent of the Consultant shall be at the sole risk of the City.

29 DISCLOSURE REQUIRED. (City and Consultant initials required at one of the following paragraphs)

By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials _____

Consultant Initials _____

OR

By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a "consultant" for the purpose of the California Political Reform Act because Consultant's duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18700.3(a) and is otherwise not serving in staff capacity in accordance with the City's Conflict of Interest Code.

City Initials _____

Consultant Initials C.K.

30 COMPLIANCE WITH COVID-19 VACCINATION POLICY. All CONSULTANT'S employees, agents, officers and subcontractors who will be physically present in the City and have contact with City officials and employees or with the public shall be fully vaccinated from COVID-19. CONSULTANT agrees to certify in writing to CITY that it complies with the foregoing.

City of Hermosa Beach



IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF HERMOSA BEACH

CONSULTANT

A blue ink signature of Suja Lowenthal.

Suja Lowenthal, City Manager

By:

A blue ink signature of Cyrus Kianpour.

Cyrus Kianpour, PE, PLS, President

CSG Consultants, Inc.

ATTEST:

A blue ink signature of Myra Maravilla.

Myra Maravilla, City Clerk

91-2053749

Taxpayer ID No.

APPROVED AS TO FORM:

A blue ink signature of Patrick Donegan.

Patrick Donegan, City Attorney



CITY OF HERMOSA BEACH

STATEMENT OF QUALIFICATIONS FOR ON-CALL PROFESSIONAL PLANNING SERVICES

JUNE 18, 2024

www.csengr.com

Prepared By
CSG CONSULTANTS

3707 W. Garden Grove Blvd, STE 100 | Orange, CA 92868
TEL : 714.568.1010 | FAX : 714.568.1028

COVER LETTER



Employee-Owned

June 18, 2024

Carrie Tai, Community Development Director
City of Hermosa Beach
1315 Valley Drive
Hermosa Beach, California 90254

Subject: On-Call Professional Planning Services

Dear Ms. Tai,

Thank you for the opportunity for **CSG Consultants (CSG)** to present our Statement of Qualifications to the City of Hermosa Beach for On-Call Professional Planning Services. CSG understands the City is seeking assistance for current planning. Our firm offers specialized planning expertise, a depth and breadth of highly experienced staff, proven project “concierge” services, and flexibility to meet the City’s needs.

CSG is an employee-owned, California corporation and works solely for public agencies, serving as a seamless extension of municipal staff. We currently furnish planning, environmental, sustainability, building and safety, fire prevention, code enforcement, public works, and a host of additional services to over 250 municipal clients throughout California. We support numerous public agencies with our planning and related services.

For over 33 years, CSG has had a solutions-oriented approach to our work, leveraging our team’s extensive experience and technical expertise to address a wide range of client needs. Our staff can also be augmented by technical subconsultants with which we have teamed on prior projects, as well as specific personnel from CSG’s Building, Code Enforcement, Engineering, Fire Safety, and Construction Management staff. In this way, we can provide the City with comprehensive services for any planning and environmental project.

Ethan Edwards, AICP, CSG’s Vice President of Planning Services, will serve as Principal in Charge and will provide QA/QC for CSG’s work. Gena Guisar, AICP, Director of Development Services, will serve as Project Manager and primary contact for the City.

We look forward to providing the City of Hermosa Beach with Planning Services. Please do not hesitate to contact Gena Guisar should you have questions or require additional information.

Sincerely,

Cyrus Kianpour, PE, PLS

President, CSG Consultants, Inc.

CONTACTS

Ethan Edwards, AICP

Vice President of Planning Services

714.699.4297

ethane@csgengr.com

Gena Guisar, AICP

Director of Development Services

714.794-8027

genag@csgengr.com

A GLIMPSE INTO CSG

- Founded in 1991
- 8 offices across California
- 350+ employees
- 100% employee-owned
- Multidisciplinary: planning, environmental, sustainability, building and safety, fire prevention, code enforcement, public works, plan check, construction management, and engineering services



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FIRM OVERVIEW

COMPANY PROFILE

CSG Consultants, Inc. (CSG) is an employee-owned California company with over 350 employees. CSG's Southern California office is in Orange and headquarters in Foster City, California. Additional support is available from our other offices in Pleasanton, Newman, Paso Robles, Fresno, Sacramento and San Jose. Founded in 1991, CSG performs work solely for public agencies, eliminating the potential for conflicts of interest between developers and agencies. In this way, we can focus exclusively on the specific needs of our municipal clients.

NAME OF FIRM: CSG Consultants, Inc.

CONTACTS: **Gena Guisar, AICP**, Director of Development Services, So Cal
714.794.8027 *Office* • genag@csgengr.com
Ethan Edwards, AICP, Vice President of Planning Services
714.699.4297 *Mobile* • ethane@csgengr.com

LOCAL OFFICE: 3707 W. Garden Grove Boulevard, #100, **Orange**, California 92868

HEADQUARTERS: 550 Pilgrim Drive, **Foster City**, California 94404
(650) 522-2500 *phone* • (650) 522-2599 *fax*
www.csgengr.com • csgstaff@csgengr.com

REGIONAL OFFICES: 5151 N. Palm Avenue, Suite 530, **Fresno**, California 93704
1303 J Street, #270, **Sacramento**, California 95814
3150 Almaden Expressway, #255, **San Jose**, California 95118
809 9th Street, Suite 2A, **Paso Robles**, California 93446
930 Fresno Street, **Newman**, California 95360
3875 Hopyard Road, #141, **Pleasanton**, California 94588

YEARS IN BUSINESS: 33+ • Founded in 1991

OWNERSHIP: Employee-Owned

EMPLOYEES: 350+

TYPE OF BUSINESS: California Corporation • Incorporated June 15, 2000

Our multi-disciplined municipal services staff consists of the following professionals:

The CSG Consultants Team Works for You



COMPREHENSIVE MUNICIPAL SERVICES

CSG provides a wide range of services to community development and public works departments, serving as an extension of agency staff. We are customer-centric and organized into the lines of business outlined below, each managed by highly experienced industry experts. Many of CSG's personnel serve more than one line of business, which improves the quality of customer service and results in high employee retention.



PLANNING, ENVIRONMENTAL, AND SUSTAINABILITY

Staff Augmentation for Current and Advance Planning • Project Management Including Plan Amendments • CEQA Environmental Review • Energy Efficiency, Water Conservation, Solid Waste Program Development • AB32 Compliance/Climate Action Plan Development and Implementation • Greenhouse Gas Reduction Strategies • Grant Writing and Grant Management



BUILDING AND FIRE LIFE SAFETY

Building Department Administration • Building Plan Review and Inspection • Fire Plan Review and Inspection • Structural Plan Review • OSHPD3 Review • CASp Assessment and Inspection • Public Facilities Assessment • LEED/Green Building Services • Code Compliance/Enforcement • Staff Augmentation



PUBLIC WORKS ENGINEERING AND DESIGN

Capital Improvement Project Design: Transportation/Roadway, Water and Sewer Utilities, Traffic Engineering • Development Review/Plan Check • Surveying and Mapping • Stormwater Program Compliance (NPDES, QSP/QSD)



CIP PROJECT AND PROGRAM MANAGEMENT

Capital Improvement Program Development and Implementation • Federal and State Grant Administration • Rule 20A Undergrounding • Staff Augmentation Including: Design Consultant Coordination, Projects Scoping, RFP Preparation



CONSTRUCTION MANAGEMENT AND INSPECTION

Contract Administration Including: Resident Engineer Oversight, Inspection, and Construction Management • Constructibility/Bidability Reviews • Cost and Schedule Control • Claims Avoidance



INFORMATION TECHNOLOGY

GreenVue Permitting Software • Digital Plan Review • Electronic Archiving • Web-Based Construction Management and Asset Management • Project Management • GIS and IT Support

CURRENT PLANNING AND SPECIAL PROJECT MANAGEMENT

CSG's Planning team provides contract staff support, entitlement services and special project management for a variety of project types. We excel at interfacing with public agencies and elected officials, tackling a wide range of current planning issues, and serve as case planners, applicant liaisons, or assist the public at the counter. Our staff planners perform daily planning activities, such as (but not limited to): zoning review and compliance, project entitlement services, Subdivision Map Act compliance, site plan review and design review, plan check, construction inspection services based on approved plans and conditions of approval, and other services as needed. Our planning staff also serve as extension of City staff in a number of jurisdictions, preparing staff reports, and making presentations to Planning Commissions, City Councils or Boards of Supervisors.

We understand the City's need for the management of several high profile priority projects. With our expertise and dedicated staff, we can seamlessly integrate with the existing planning staff and provide valuable support to meet the City's objectives.

Our capabilities in planning staff augmentation include, but are not limited to, the following services:

1. **Project Management:** Our team is experienced in project management for current planning projects. We have the ability to handle multiple projects simultaneously, effectively managing priorities, timelines, budgets and duties to ensure timely and successful project completion.
2. **Land Use Entitlements Processing:** We are proficient in processing various land use entitlements, including conditional use permits, general plan amendments, and zoning code amendments. Our team members act as project managers and have the necessary expertise to navigate the regulatory processes, manage timelines and budgets and ensure efficient processing of applications.
3. **Compliance and Plan Review:** Our experienced team can review application submittals for compliance with the City's General Plan policies, Zoning Code, specific plans, Subdivision Map Act, California Environmental Quality Act (CEQA), and other relevant regulatory statutes. We ensure that proposed developments align with the applicable requirements and regulations.
4. **Plan Analysis and Corrections:** CSG's experts can carefully analyze development plans and identify any necessary corrections or adjustments. We work closely with project applicants to communicate and address any required changes, ensuring adherence to planning standards and guidelines.
5. **Project presentations:** CSG can represent the City with high quality presentations before the Planning Commission and City Council. We possess strong communication and presentation skills, effectively conveying project details, recommendations, and addressing any inquiries or concerns.
6. **Customer Service and Communication:** CSG can provide coverage for the public counter, general planning phone, and general planning email. We excel in effectively communicating with customers, addressing inquiries, and providing assistance related to planning, zoning, and general development questions.

With CSG's planning staff augmentation services, the City can rely on our expertise to provide seamless support, maintain service continuity, and ensure the efficient processing of applications and projects. We are committed to assisting the City achieve its planning objectives while delivering high-quality results and excellent customer service.

ADVANCED PLANNING

CSG's planners are well versed in the creation and management of long-range policy documents, and assist communities with visioning, goal setting and implementation, as well as project coordination for applicants and their consultant teams. Our team has prepared General Plans, Specific Plans as well as Community and Area Plans, Objective Design Standards, Design Guidelines, Zoning Code updates, and Economic Development Plans.

With our extensive experience, we are well-equipped to handle city-initiated and applicant-driven advanced planning projects and special projects on behalf of the City. Our capabilities include managing a wide range of tasks and delivering successful outcomes.

Some of the specific services include:

1. General Plan Updates or Amendments: We have the expertise to assist the City in making updates or amendments to the general plan, ensuring alignment with the City's long-term vision and goals.
2. Specific Plans and Amendments: CSG is proficient in developing and modifying specific plans, tailored to specific areas or projects, to guide future development and land use.
3. Zoning Map and Text Amendments: We have the knowledge and experience to facilitate changes in the zoning map and zoning text, incorporating necessary updates or modifications to accommodate evolving requirements.
4. Focused Land Use Studies: CSG conducts in-depth land use studies to analyze specific sites or focused issues, providing valuable insights and recommendations for informed decision-making.
5. Objective Design Standards: Our team can develop objective design standards, ensuring consistency and quality in architectural and urban design for the City's projects.
6. Assessment of Legislative Requirements: We offer expert analysis of legislative requirements, ensuring compliance with applicable laws, regulations, and policies.
7. Policy/Procedure Memorandum: CSG is proficient in preparing policy and procedure memoranda, providing clear guidelines and frameworks for effective implementation.
8. Presentations and Public Engagement: We are skilled in presenting project proposals and findings before boards, committees, commissions, and the city council, effectively conveying information and garnering support.
9. Creation of Forms and Documents: CSG can develop customized forms and documents that streamline administrative processes and facilitate efficient project management.

CSG brings a wealth of experience and expertise enabling us to handle various advanced planning and special projects for the City. We are committed to delivering high-quality results and ensuring the City's vision and goals are realized.

CSG'S ENVIRONMENTAL PLANNING EXPERIENCE

CSG understands the City is seeking an experienced consultant with the expertise necessary to process environmental review applications and requests pursuant to CEQA, which may include facilitating, leading and/or assisting planning staff with environmental review of long-range planning initiatives. We understand the City may need assistance with following duties:

- Initial Studies with all applicable technical reports to support an adequate CEQA determination.
- Negative Declaration.
- Mitigated Negative Declaration.
- Associated Mitigation Monitoring and Reporting Program (MMRP), if applicable.
- Environmental exemptions.
- Addendums to previously approved and certified environmental analyses.
- Environmental Impact Reports (EIRs).
- All notices required per CEQA such as Notices of Intent/Preparation/Determination.
- Providing peer review of CEQA documents prepared by project applicants.
- Conducting and/or supporting CEQA review for the following potential projects:
 - Large and small-scale development applications such as zoning amendments, use permits, and vesting tentative maps.

- Potential updates/amendments to the General Plan.
- Potential updates/amendments to Specific Plans.
- Potential updates to the Zoning Ordinance.
- Providing strong emphasis on the management of multiple projects and completing priorities while maintaining quality, meeting schedules, and staying within budget.
- Facilitation of special projects authorized by the City Council.

CSG views every assignment and project as a way to build long-lasting, meaningful working relationships with our clients. We always seek to excel in maintaining a clear line of communications with every client, stakeholder, agency, decisionmaker, and project team member to ensure assignments and projects are achieving and exceeding expectations. We work with positive attitudes, focus on teamwork, and have a shared determination in exhibiting professionalism in everything we do. Our mission is to consistently meet or exceed our client's expectations in a responsible and efficient manner.

CSG has the environmental staff resources to manage and prepare clear, concise, and legally defensible environmental documents under the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) for projects of all types, including development, infrastructure improvements, ecological enhancements, and policy adoption documents, such as General Plans and Specific Plans. CSG will serve as an extension of El Segundo staff to ensure that the entire environmental review process is conducted in a comprehensive manner. CSG will consider recent legislation and court decisions pertaining to CEQA and NEPA, and agency requirements. Our objective is to provide premium services to our clients, along with highly accurate technical documentation and impact determinations. Our approach entails an efficient process to ensure that studies are comprehensive, objective, technically accurate, and complete, while maintaining a focus on the schedule established for the review. Our approach includes consistent and regular interaction and communications between staff, our team, and other interested/responsible governmental agencies and parties, as appropriate, allowing for frequent exchange of information without loss of time or resources.

Our range of types of CEQA studies includes Categorical Exemptions, Initial Studies, Negative Declarations, Mitigated Negative Declarations, Project/Program/Focused/Supplemental/Subsequent and Addendum Environmental Impact Reports (EIRs), consistency checklists, as well as mitigation monitoring and reporting programs. We can assist the City of El Segundo with recommendations and scoping for the appropriate CEQA and NEPA documentation and, should an EIR be the determined CEQA clearance, CSG can lead the preparation of response to comments and any required findings of facts/statement of overriding considerations. We are also ready to assist the City of Bell with project stakeholder coordination, filing of public notices, participation in public hearings, and complete project management services throughout the environmental review process.

RELEVANT PROJECTS

Our record of success with our clients is outstanding. The following is a small sampling of CSG's Environmental Consulting Services projects and clients. For each of these projects, CSG was able to maintain agreed upon budgets and processing timeframes. Additional examples and references are available upon request.

Planning Services | City of El Segundo, California. CSG staff provides project management and entitlement processing services for the City of El Segundo. We have managed several high-profile projects, including a ±140-acre mixed use site on the former Raytheon manufacturing site and a mixed-use media campus. Another noteworthy project is the Smoky Hollow Specific Plan Amendment and EIR for the Grand Kansas II Project. CSG staff provides entitlement project management and conducted a peer review of the environmental documentation for this office and commercial development. Our services also include Site Plan Review, Specific Plan Amendments, Coastal Development Permits, public outreach and grant administration.



In order to develop the Los Angeles Chargers headquarters and training facility, CSG's Planning team assumed a project manager role in working with the applicants to process the requisite entitlements which included an EIR Addendum, Development Agreement Amendment, Minor Amendment of the Smoky Hollow Specific Plan, Vesting Tentative Tract Map, and Site Plan Review. CSG successfully presented the entitlement package, staff reports, resolutions, and project presentation to both the Planning Commission and the City Council, and both were approved. CSG's team also assisted the City with the realignment of the Nash Street Extension. In this role, we are ensuring that the street design is consistent with the Specific Plan and incorporates the requisite median design and sidewalk and bike lane improvements.



Planning Services | City of Carson, California. CSG provides on-call planning and special project management to the City of Carson. As part of this process, our Planning Lead manages technical consultants, provides document review, conducts community outreach, and attends community and City Council meetings. Our staff is currently managing several high profile projects in the City, including Imperial Avalon, a high density mixed use project near the City's gateway. Staff is also managing the District at South Bay Specific Plan amendment for a modification to the permitted land uses and development standards for a portion of its 157-acres. The site remains undeveloped, as it was used as a landfill site for the deposition of waste/refuse from areas throughout Los Angeles County between 1959 and 1965, prior to the incorporation of the City of Carson.

Planning Services | City of Norwalk, California. CSG staff is currently managing the Norwalk Transit Village project, a 32-acre Mixed Use Eco-District in the City of Norwalk. The property sits roughly 0.25 acres from a Metrolink Station and is immediately adjacent to a 9.4-acre public park. The project will include up to 770 dwelling units (40% affordable), ample open space, a 150-key hotel, and neighborhood commercial space. CSG's responsibilities include drafting the Specific Plan, managing the CEQA compliance document (in this case, an EIR), Public Outreach, management of due diligence activities and a Remediation Action Plan, entitlement processing and Project Team management. This unique project will occupy the site of a former State-owned Youth Correctional Facility and is subject to the Surplus Land Act.

Laguna Beach Downtown Specific Plan Program EIR | City of Laguna Beach, California. CSG is starting an assignment with the City of Laguna Beach, involving preparation and processing of the Downtown Specific Plan EIR, which proposes to introduce 200 to 400 residential units in the downtown area. In addition, CSG has been involved with various staff training programs with City staff and community groups to develop a better understanding of the practice of CEQA. The assignment was authorized in the fall of 2023 and the budget and schedule will be adhered to, with the contract citing completion by December 2025.

Janss Marketplace EIR | City of Thousand Oaks, California. CSG prepared an Environmental Impact Report (EIR) to evaluate the potential environmental impacts of the development of a hotel at 225 North Moorpark Road in Thousand Oaks. The proposed project included demolition of the current two-story retail building, to be replaced by a five-story dual hotel and retail pad, the creation of a map to designate airspace rights, and a zoning change to the footprint of the hotel to increase the building's height limitation.



WORK PLAN

APPROACH TO WORK – CURRENT AND LONG-RANGE PLANNING

At CSG, we act as project managers in most of our efforts, but we are first and foremost planners. Our goal is to always perform as a “partner planner” for our clients, providing additional support and services to existing agency staff members. CSG’s project managers bring decades of project management experience, implementing best practices, while delivering work products on time and within budget.

We believe that a comprehensive approach to project management includes attention to land planning, economic feasibility, urban design, and the environment. Our project management philosophy is built upon the anticipation of, and preparation for, all issues that may arise throughout the planning process. By constantly considering and developing the appropriate process and plan to address political, environmental, social, and design challenges/opportunities, we can better serve the City while delivering the highest quality product. Our management team of senior professionals will work in close partnership with City staff to ensure continuous coordination of our proposed services. They will assist the City in determining planning and environmental review requirements with support from additional City planners and technical staff that allow our team to provide a wide range of services in a cost-effective manner.

CSG junior planning personnel assist client jurisdictions with plan checks, use permits, design review, tentative maps, and General Plan and zoning amendments, as needed. As Planning staff augmentation, our planners regularly coordinate with project developers, property owners, contractors, engineers and architects; prepare staff reports, resolutions, ordinances and conditions of approval; and present to appointed Commissions, Planning Commission, City Council or Board of Supervisors.

CSG's approach to current and long-range planning is to “dig in” and become familiar with the City’s General Plan, zoning code, ongoing projects, and development trends so that we may best assist the City. Our approach includes:

- Analyzing a project’s compliance with the City’s plans, policies and regulations. Our staff is familiar with conducting plan checks and design review; evaluating Tentative Maps, development permits, conditional use permits, and other permits; and, conducting General Plan and zoning amendments;
- Reviewing and processing both ministerial and discretionary applications;
- Researching, compiling and analyzing social, economic, environmental and associated data;
- Preparing necessary long-range planning documents and amendments;
- Meeting with developers, their consultants and other project proponents, such as property owners and other interested groups, for any project. We recognize that these are important groups or individuals to any project; and
- Providing public counter services, including but not limited to, answering general questions and processing Zoning Clearances, Accessory Dwelling Unit Zone Clearances, Temporary Use Permits, Home Occupation Permits, and/or Short-Term Rental permits.

Members of our staff are currently actively working in agency offices, holding regular office hours, and answering public inquiries by email, mail, or telephone. However, given current COVID-19 restrictions, we also provide services remotely for several jurisdictions. Our staff are available to attend community meetings and present at public hearings; prepare staff reports, resolutions, ordinances; and prepare oral and/or electronic presentations. CSG staff also has knowledge and experience in providing affordable housing support, preparing and administering grants, preparing parking studies, performing fiscal and economic analyses, as well as providing Geographic Information System (GIS) assistance.

APPROACH TO WORK – ENVIRONMENTAL PLANNING/REVIEW SERVICES

CSG Consultants, Inc. (CSG) brings specialized expertise, knowledgeable and highly experienced staff, and proximity which facilitates communication and rapid response. As a proud partner working with many of the local communities and industry associations, CSG has successfully contributed to the fabric of community development services in the region.

CSG recognizes that future agency projects, depending on their type, size, and issues of concern, may require several different types of CEQA processes. The work program will be initiated following completion and confirmation of the Project Description.

Additionally, and more specifically, we embrace the following steps in the review process:

- Establish a communications protocol and technical leads, including subconsultants and other key team members, to ensure project critical information is efficiently and accurately conveyed across the team.
- Ensure roles/responsibilities are clear for efficient management of assignments and quality control of services and deliverables.
- Utilize experienced staff with extensive relevant experience who will do the job right the first time.
- Agree on initial project schedule, budget, and protocol for updating status during all project phases.
- Determine key project description details with the City early to facilitate accurate and consistent reviews and analysis.
- Verify that the technical approach/scope of services, as conveyed in the proposal, meet San Fernando's expectations following completion of the Project Description.
- Collaborate up front with the City on standard templates for project deliverables, including peer review technical memoranda and CEQA document components.

Communications and Techniques. As previously mentioned, CSG's goal is to provide cost-effective, technically sound, and legally defensible environmental consulting and documentation services to our municipal clients. To this end, we emphasize frequent, informal communications with agencies and prepare concise verbal and written summaries of project information that can be readily shared with project participants and City staff. Our firm's management style involves "no surprises", which means that if we encounter a challenge or constraint, we will immediately notify the City and be prepared to provide proven, short and/or long-term strategies for remedying any situation we encounter. Our project management philosophy revolves around an infrastructure of effective communications and problem solving, resulting in effective results for a particular situation.

Developing Project Descriptions and Context. One of the most important factors in preparing a legally defensible environmental document is having a complete and accurate understanding of the proposed project/action prior to initiating environmental analysis or review. Taking the time to fully describe "the whole of the action" can result in significant time and cost savings. Further, initiating technical studies and starting the CEQA process at the appropriate time eliminates the need to backtrack and redo analysis due to new or changing project circumstances. CSG will assist City staff in defining the precise location and boundaries of all of the components, facilities, and associated infrastructure to be studied for a proposed project. CSG will also assist the City in identifying opportunities to keep a project moving forward, despite uncertainties. For example, if a specific utility alignment is not yet known, CSG can evaluate a larger area in the field in order to provide flexibility in the project design, while allowing the environmental studies to proceed.

Conducting Preliminary Environmental Compliance Review. CSG's proposed approach to preparing environmental documentation is reflective of our experience in dealing with the preparation of documentation for a wide range of projects. After conducting a preliminary environmental compliance review to confirm whether and at what level a project is subject to CEQA, CSG will consider whether a statutory or categorical exemption may apply and provide the appropriate recommendation. CSG will also evaluate whether a project may be eligible to utilize one or more of the applicable CEQA streamlining provisions.

Preparing Initial Studies. When it is determined that a project/action is subject to CEQA and no statutory or categorical exemptions/exclusions apply, CSG would recommend that an Initial Study be prepared to determine the level of CEQA clearance that is required. An Initial Study is the common supporting review documentation for a (mitigated) negative declaration determination. In certain instances, we know early on that a proposed activity may have the potential to result in significant impacts and that the preparation of an EIR will be required. In these cases, depending upon a project's circumstances, CSG can either bypass the preparation of an initial study and immediately proceed with preparing an EIR, or we may recommend that it is beneficial to prepare an Initial Study as a tool for scoping an EIR to only those topical areas that may result in a potentially significant impact.



Preparing EIRs. When there is substantial evidence that a proposed project or action may result in potentially significant impacts on the environment, CSG provides the technical capabilities and expertise to assist our agency clients in preparing an EIR, including, but not limited to: defining the project description, identifying stakeholders and affected agencies, maintaining the administrative record, preparing and distributing the notice of preparation for a 30 day review, conducting a scoping meeting, preparing supporting technical reports and Administrative Draft EIR for internal review, preparing and circulating the Public Review Draft EIR for a 45 day review period, drafting responses to comments, preparing the Final EIR and Mitigation Monitoring and Reporting Program, preparing Findings of Facts, and, as necessary, preparing a Statement of Overriding Considerations to support a lead agency's final decision on a project.

Leveraging Knowledge of Local, State, and Federal Regulations. CSG regularly works with regulatory agencies through the CEQA process to identify, discuss, and resolve key environmental issues, as well as during the regulatory permitting phases of a project. We have professional working relationships with local, State, and Federal agency staff and can facilitate discussions and meetings as needed for items and issues for discussion. Our management and technical staff have excellent working relationships with Caltrans, California Department of Fish and Wildlife, the Regional Water Quality Control Boards, California Housing and Community Development, the Army Corps of Engineers, and other State and Federal agencies.

Public Input Processes and Dissemination of Information. CSG will help the City ensure that responses to public comments received on environmental documents are complete and accurate for the purposes of CEQA. CSG can assist the City in preparing robust community outreach plans that include ongoing public engagement opportunities, or we can attend public hearings and meetings either to answer questions on the City's behalf or present our findings to the decision-making body. Should any additional/new public comments be raised at these hearings and meetings, CSG can assist the City in appropriately responding to these comments.

Ensuring Compliance with Processing and Legal Requirements. The CSG team has historically prepared CEQA documentation for low to highly controversial projects and we have an excellent record of legal defensibility for the documentation we prepare. We exercise particular care to ensure that CSG's environmental documents contain thorough environmental analysis and explicitly document all data sources and research contacts. This approach reduces the potential for successful legal challenges and assists lead agencies in preparing the administrative record. CSG staff are experienced in conducting environmental review for controversial projects and we have developed research and documentation techniques that can reduce the potential for legal challenges.

Quality Assurance/Control. CSG is committed to providing high quality documentation that engenders client satisfaction, meets the needs of the project, and withstands legal scrutiny. Therefore, conducting in-house QA/QC reviews concurrently with the preparation of written technical documents is a critical part of our delivery of technically sound and legally defensible environmental documents. Our approach to achieving the envisioned level of quality includes the following steps: First, our QA/QC process begins with the assignment of staff members who have the appropriate technical expertise to complete the work. Second, all work products are prepared with oversight and reviewed by an assigned technical lead. Third, upon completion of the first internal draft of a technical document or report, it is reviewed by the project manager for consistency with the project description, compliance with the approved scope of work, and technical accuracy. Once the documentation has been revised and updated to the satisfaction of the project manager, it is sent to our technical editor for review of grammar, proper nomenclature, references, and methodology consistency. The last step before the document is submitted to the City is a thorough and complete word processing review that produces a correctly formatted document, with accurate references to tables, exhibits, appendices, and the table of contents. Only then is the document submitted to the City for review.



PROJECT STAFFING

The majority of the 350+ individuals within our firm have provided public agency services throughout their entire careers. Our talented personnel, having held positions within communities facing similar development concerns as the City of El Segundo, bring a wealth of ideas, experience, and solutions. Depending upon the needs of our clients, we can serve in either a project-specific or on-call staff augmentation capacity.

KEY CSG TEAM MEMBERS

ETHAN EDWARDS | AICP | VICE PRESIDENT OF PLANNING SERVICES

About

Mr. Edwards is dedicated to ensuring resource availability and maintaining high-quality standards. As the Vice President of Planning Services at CSG, he oversees Planning, Environmental, and Sustainability divisions. With over 24 years of extensive experience in complex land use planning across California and Oregon, Mr. Edwards brings expertise in current and long-range planning, design strategies, coastal development review, CEQA compliance, and professional practice building. Mr. Edwards served as a planner for several public and private sector organizations and has served in various management roles including Community Development Director, Planning Manager and Principal Planner. In his present role, Mr. Edwards manages staff and projects, ensuring quality assurance and control, effective scheduling, budget adherence, and the implementation of customer service strategies. Actively involved in guiding project success, he is dedicated to providing the highest level of service to CSG's clientele. With his unwavering commitment and extensive experience, Mr. Edwards plays a pivotal role in advancing CSG's mission to excel in delivering planning services.

GENA GUI SAR | AICP | DIRECTOR OF DEVELOPMENT SERVICES

About

Ms. Guisar has over 24 years of planning expertise in both the private and public sectors. She has designed and managed a wide variety of development applications and led teams through the entitlement and environmental review process. Ms. Guisar's experience includes working as a project manager leading large, interdisciplinary consultant teams in environmental planning efforts for a variety of residential, commercial, industrial and mixed-use land development projects throughout Southern California. Her thorough knowledge of the principles and practices of CEQA, urban and regional planning, zoning, development economics and designs makes her an asset to any development team.

GLENN LAJOIE | AICP | PRINCIPAL, DIRECTOR OF ENVIRONMENTAL PLANNING**About**

Mr. Lajoie has over 35 years of experience in the environmental planning profession. Mr. Lajoie's diverse background includes a wide range of CEQA/ NEPA compliance studies, including policy, development, and infrastructure projects. He has served in various roles on projects, including Project Director, Project Manager, Quality Control and lead for navigating complex regulatory processes. Mr. Lajoie has an extensive background with agencies throughout California. The geographic context is wide ranging including: resort and destination projects in the Town of Mammoth Lakes; numerous infrastructure and desalination project reviews in the Community of Cambria; downtown high rise and mixed-use proposals in Long Beach; city center and neighborhood revitalization opportunities in Lancaster; buildout of the City's Business Park Master Plan in Cypress; over two million square feet of expansion for the Raytheon Corporate facility in El Segundo; campus modernization and enhancement projects in the University of California, Riverside; and the master plan update for the Hotel del Coronado.

KANECA POMPEY | ASSOCIATE PLANNER**About**

Ms. Pompey serves as an Associate Planner for CSG Consultants. Ms. Pompey has over 6 years of experience in the planning industry, providing project management and high-quality customer service, reviewing discretionary planning applications and various environmental documents, providing oversight and preparation of staff reports and presentations performing plan checks for Zoning and Municipal Code compliance, and mentoring junior staff.

SOPHIA MATHENY | ASSISTANT PLANNER**About**

Ms. Matheny serves as an Assistant Planner II for CSG Consultants and is currently providing staff support to CSG clients. Ms. Matheny provides planning assistance to public agencies using her knowledge of administering municipal codes and her communication skills in providing information to the public and other City departments.

BRENNA WENGERT | AICP | ASSOCIATE PLANNER**About**

Ms. Wengert serves as an Associate Planner for CSG Consultants. Ms. Wengert has over 7 years of experience in the planning industry, providing project management and high-quality customer service, reviewing discretionary planning applications and various environmental documents, providing oversight and preparation of staff reports and presentations, and performing plan checks for Zoning and Municipal Code compliance.



FEE SCHEDULE

CSG's fee schedule is provided in Table 1 (CSG Hourly Rates) below.

Table 1
CSG Hourly Rates

PERSONNEL / ROLE	HOURLY RATE
GIS Technician	\$133
GIS Analyst	\$145
GIS Manager	\$192
Planning Technician	\$125
Planning Technician	\$125
Assistant Planner	\$145
Associate Planner	\$166
Senior Planner	\$182
Principal Planner	\$197
Planning Manager	\$223
Planning Director	\$239
Assistant Environmental Planner	\$151
Associate Environmental Planner	\$171
Senior Environmental Planner	\$187
Environmental Director	\$223
Sustainability Programs Analyst	\$156
Sustainability Programs Manager	\$208
Principal-in-Charge	\$244

Notes: All hourly rates include overhead costs including, but not limited to, salaries, benefits, workers' compensation insurance, travel and office expenses. Overtime services and services provided outside of normal business hours will be billed at 1.5x the applicable hourly rate. On July 1 of each year following the contract start year, CSG will initiate a rate increase based on change in CPI for the applicable region. CSG will deliver an invoice every month for services rendered during the previous month.



Foster City • Orange • Sacramento • Pleasanton • San Jose • Newman • Fresno • Paso Robles



PROJECT CONTACT

Ethan Edwards, AICP | Vice President of
Planning Services

CSG Consultants
3707 W Garden Grove Blvd, Ste 100
Orange, California, 92868



Tel: 714.568.1010
Fax: 714.568.1028

Email: socal@cswebsite.com
Website: www.csengr.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/20/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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 License # 0C36861 Alliant Insurance Services, Inc. 560 Mission St 6th Fl San Francisco, CA 94105	CONTACT NAME: Julia Perry PHONE (A/C, No, Ext): (925) 280-4671 FAX (A/C, No): E-MAIL ADDRESS: Julia.Perry@alliant.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : General Casualty Co of WI (QBE)	
INSURER B : North Pointe Insurance Company	
INSURER C : QBE Insurance Corporation	
INSURER D : Praetorian Insurance Company	
INSURER E : Pacific Insurance Company, Limited	
INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	CGA1414883	12/4/2023	12/4/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	161001088	12/4/2023	12/4/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			191000608	12/4/2023	12/4/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ Aggregate \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		X	152000753	12/4/2023	12/4/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liab.	X		83 OH 0489503-23	12/4/2023	12/4/2024	Ea Claim/Agg 5,000,000

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

RE: Professional services for staff augmentation

The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds on a Primary & Non-Contributory basis with respect to General liability, Professional Liability, & Auto liability arising out of work performed by or on behalf of the CONSULTANT, including materials, parts, or equipment furnished in connection with such work or operations. 30 day notice of cancellation and Waiver of Subrogation applies, with endorsement to follow.

CERTIFICATE HOLDER

CANCELLATION

City of Hermosa Beach 1315 Valley Drive Hermosa Beach, CA 90254	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
--	---

Policy Number: 161001088

COMMERCIAL AUTO
CA 80 02 05 12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. ADDITIONAL INSURED BY CONTRACT OR AGREEMENT

Paragraph **A.1. Who Is an Insured** of **SECTION II — LIABILITY COVERAGE** is amended to include the following:

Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

1. The coverage and/or limits of this policy, or
2. The coverage and/or limits required by said contract or agreement.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE ENHANCEMENT

Name of Insured:	CSG Consultants, Inc.
Policy Number:	161001088
Endorsement Number:	
Effective Date of Endorsement:	12/4/2023
Name of Insurer:	North Pointe Insurance Company

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PRELIMINARY STATEMENT – This endorsement broadens coverage provided under the Coverage Form. However, further limitations and exclusions may apply to these coverages. Read all provisions of this endorsement and the entire policy carefully to determine all rights, duties, coverages and limitations provided.

- | | |
|---|--|
| A. BROADENED WHO IS AN INSURED | N. LOAN/LEASE PAYOFF COVERAGE |
| B. NEWLY ACQUIRED OR FORMED ORGANIZATIONS | O. CUSTOM SIGNS AND DECORATIONS |
| C. LIABILITY COVERAGE EXTENSIONS
SUPPLEMENTARY PAYMENTS | P. HIRED AUTO PHYSICAL DAMAGE |
| D. FELLOW EMPLOYEE COVERAGE | Q. EXTENDED EMPLOYEE HIRED AUTO
PHYSICAL DAMAGE |
| E. POLLUTION LIABILITY – BROADENED
COVERAGE FOR COVERED AUTOS | R. EXTRA EXPENSE – STOLEN AUTOS |
| F. EXTENDED TOWING | S. PARKED AUTO COLLISION WAIVER OF
DEDUCTIBLE |
| G. PHYSICAL DAMAGE COVERAGE
EXTENSIONS | T. DUTIES IN THE EVENT OF ACCIDENT, CLAIM,
SUIT OR LOSS |
| H. RENTAL REIMBURSEMENT | U. WAIVER OF SUBROGATION |
| I. AIRBAG COVERAGE | V. CANCELLATION CONDITION |
| J. AUDIO, VISUAL AND DATA ELECTRONIC
EQUIPMENT | W. UNINTENTIONAL FAILURE TO DISCLOSE
HAZARDS |
| K. TAPES, RECORDS AND DISCS COVERAGE | X. POLICY PERIOD, COVERAGE TERRITORY |
| L. PHYSICAL DAMAGE DEDUCTIBLE – SINGLE
DEDUCTIBLE AND GLASS REPAIR | Y. DEFINITION OF BODILY INJURY AMENDED |
| M. PERSONAL EFFECTS COVERAGE | |



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PROVISIONS

A. BROADENED WHO IS AN INSURED

SECTION II — COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured is amended by the addition of the following:

Employees As Insureds

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

Employee Hired Auto

Any "employee" of yours is an "insured" while using an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

Additional Insured By Written Contract

Any person or organization to whom you are required by a written contract or agreement to provide additional insured status is an "insured" under Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under **Section II.A.1. Who Is An Insured** of this Coverage Form. The written contract or agreement must be in effect during the policy period shown in the Declarations and must have been executed prior to the "bodily injury" or "property damage".

B. NEWLY ACQUIRED OR FORMED ORGANIZATIONS

Throughout this policy, the words "you" and "your" also refer to any subsidiary organization you newly acquire or form and over which you maintain 50% or more ownership interest, but only if there is no similar insurance available to that organization.

However:

1. "Insured" does not include any subsidiary organization where similar insurance is unavailable because the organization has exhausted that policy's limits of insurance or the other carrier has become insolvent.
2. The coverage does not apply to an "accident" which occurred prior to your acquisition or formation of the organization.
3. Unless you notify us to add coverage to your policy, the coverage under this provision is afforded only until:
 - a. The 180th day after you acquire or form the organization, or
 - b. The end of the policy period, whichever is earlier.

C. LIABILITY COVERAGE EXTENSIONS SUPPLEMENTARY PAYMENTS

SECTION II — COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, Paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

D. FELLOW EMPLOYEE COVERAGE

SECTION II — COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire that is not a bus, motorcycle or van used to transport "employees".

This Fellow Employee Coverage is excess over any other collectible insurance.

E. POLLUTION LIABILITY — BROADENED COVERAGE FOR COVERED AUTOS

1. SECTION II — COVERED AUTOS LIABILITY COVERAGE, B. Exclusions is amended as follows:

- a. **11. Pollution,** Paragraph a. applies only to liability assumed under a contract or agreement.
- b. With respect to the coverage afforded by Paragraph 1.a. above, **6. Care, Custody Or Control** does not apply.

2. Changes in Definitions

For the purposes of this endorsement, **SECTION V — DEFINITIONS, Paragraph D.** is replaced by the following:

- D. "Covered pollution cost or expense" means any cost or expense arising out of:
 1. Any 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



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2. Any 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".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

This Pollution Liability Coverage is subject to an Annual Aggregate Limit of Liability of \$100,000.

F. EXTENDED TOWING

SECTION III — PHYSICAL DAMAGE COVERAGE, A. Coverage, 2. Towing And Labor is replaced by the following:

2. Extended Towing And Labor

We will pay for towing and labor costs each time a covered "auto" is disabled. All labor must be performed at the place of

disablement.

The most we will pay under this Extended Towing coverage is \$750 per occurrence.

No deductible applies to this coverage.

G. PHYSICAL DAMAGE COVERAGE EXTENSIONS

SECTION III — PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended as follows:

a. Transportation Expenses

The amount we will pay for temporary transportation expense is increased to \$75 per day to a maximum of \$3,000.

b. Loss of Use Expenses

The amount we will pay for loss of use is increased to \$75 per day and to a maximum limit of \$1,000.

H. RENTAL REIMBURSEMENT

1. This coverage applies only to a covered "auto" described or designated in the Schedule or in the Declarations as carrying physical damage coverage.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of coverage you have on each covered "auto".
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
4. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$75 per day
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for



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under **SECTION III — PHYSICAL DAMAGE COVERAGE** in Paragraph **A.4. Coverage Extensions**.

No deductible applies to this coverage.

I. AIRBAG COVERAGE

SECTION III — PHYSICAL DAMAGE COVERAGE, B. Exclusions, Paragraph **3.a.** is amended by the addition of the following:

This exclusion does not apply to the unintended discharge of an airbag.

J. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT

SECTION III — PHYSICAL DAMAGE COVERAGE is amended as follows:

1. **C. Limits Of Insurance**, Paragraph **1.b.** is amended as follows:

The \$1,000 limit is increased to \$1,500.

2. **D. Deductible** does not apply to coverage provided in **C. Limits Of Insurance**, Paragraph **1.b.**

K. TAPES, RECORDS AND DISCS COVERAGE

SECTION III — PHYSICAL DAMAGE COVERAGE, B. Exclusions, Paragraph **4.a.** is replaced by the following:

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment except when the tapes, records, discs or other similar audio, visual or data electronic devices:

(1) Are your property or that of a family member, and

(2) Are in a covered "auto" at the time of "loss".

The most we will pay for "loss" under this Tapes, Records and Discs Coverage is \$200.

No Physical Damage Coverage deductible applies to this coverage.

L. PHYSICAL DAMAGE DEDUCTIBLE — SINGLE DEDUCTIBLE AND GLASS REPAIR

SECTION III — PHYSICAL DAMAGE COVERAGE, D. Deductible is replaced by the following:

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations prior to the application of the Limit of Insurance. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

When two or more covered "autos" sustain "loss" in the same occurrence, the total of all the "loss" for all the involved covered "autos" will be reduced by a single deductible, which will be the largest of all the deductibles applying to all such covered "autos."

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

M. PERSONAL EFFECTS COVERAGE

1. If you purchase Comprehensive Coverage on this policy for a stolen owned "auto", we will pay up to \$1,000 for "personal effects" stolen with the "auto".
2. "Personal effects" as used in this extension means tangible property that is worn or carried by the "insured". "Personal effects" does not include tools, jewelry, money, securities, radar or laser detectors, or tapes, records, discs or similar audio, visual or data electronic equipment.

No deductible applies to this coverage.

The insurance provided by this extension is excess over any other collectible insurance.

N. LOAN/LEASE PAYOFF COVERAGE

SECTION III — PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" shown in the Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

O. CUSTOM SIGNS AND DECORATIONS

In the event of a total "loss" to a vehicle insured for auto physical damage coverage on this policy, in addition to the ACV of the vehicle, we will pay the actual cost to repair or replace signage or custom paint details up to \$5,000.



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P. HIRED AUTO PHYSICAL DAMAGE

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

The most we will pay for any one "loss" is the lesser of the following:

1. \$100,000 per "accident";
2. Actual Cash Value; or
3. The cost of repair.

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

Q. EXTENDED EMPLOYEE HIRED AUTO PHYSICAL DAMAGE

SECTION IV — BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, Paragraph **b.** is replaced by the following:

- b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. EXTRA EXPENSE – STOLEN AUTOS

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by the addition of the following:

Extra Expense – Stolen Autos

We will pay the extra expense of returning a stolen covered "auto" to you if:

- (1) The Declarations indicates that Comprehensive Coverage is provided for the stolen covered "auto"; or

- (2) The Declarations indicates that Specified Causes of Loss is provided for the stolen covered "auto".

However, the most we will pay for any extra expense under this Coverage Extension is \$1,000.

S. PARKED AUTO COLLISION WAIVER OF DEDUCTIBLE

SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph D. Deductible is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to a covered "auto" of the private passenger type or light weight truck with a maximum gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer while it is:

1. In the charge of an "insured";
2. Legally parked; and
3. Unoccupied.

The "loss" must be reported to the police within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization in the automobile business.

T. DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

SECTION IV — BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss, Paragraph **a.** is replaced by the following:

- a.** In the event of "accident", claim, "suit" or "loss", you, your insurance manager or any other person you designate must give us or our authorized representative prompt notice of such "accident" or "loss". Include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

Knowledge of an "accident", claim, "suit" or "loss" by your agent, servant or "employee" shall not be considered knowledge by you unless you, your insurance manager or any other person you designate has received notice of the "accident", claim, "suit" or "loss" from your agent, servant, or "employee".



U. WAIVER OF SUBROGATION

SECTION IV — BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us is amended as follows:

This condition does not apply to any person or organization to which you waived this condition by written contract or agreement, but only to the extent that subrogation is waived prior to the "accident" or "loss" under a contract with that person or organization.

V. CANCELLATION CONDITION

Subject to any statute or regulation requiring a longer time period, if we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 90 days prior to the effective date of cancellation.

W. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV — BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud is amended by the addition of the following:

Any unintentional failure to disclose all exposures or hazards existing as of the effective date of this Coverage Form or at any time during the policy period will not invalidate or adversely affect the coverage for such exposure or hazard. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery.

X. POLICY PERIOD, COVERAGE TERRITORY

SECTION IV — BUSINESS AUTO CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory is replaced by:

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

Y. DEFINITION OF BODILY INJURY AMENDED

SECTION V — DEFINITIONS, Paragraph C. is replaced the following:

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, injury or illness or emotional distress and/or death resulting from any of these at any time.

None of the extensions provided under this coverage endorsement apply if coverage is more specifically identified elsewhere in the policy or endorsements, for which a premium charge is made or a higher limit is identified. Under no circumstances is any limit provided under this extension to be combined with a limit provided elsewhere in the policy or endorsements.

All other terms and conditions of this policy remain unchanged.



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Policy Number: CGA1414883

COMMERCIAL GENERAL LIABILITY
CG 81 02 08 05**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****CONTRACTORS BLANKET ADDITIONAL INSURED
ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. WHO IS AN INSURED (Section II)** is amended to include as an insured any person or organization (called additional insured) whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:
1. Currently in effect or becoming effective during the term of this policy; and
 2. Executed prior to the "bodily injury", "property damage" or "personal and advertising injury".
- B.** The insurance provided to the additional insured is limited as follows:
1. That person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf.
 in the performance of your operations for the additional insured.
 2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
 3. The coverage provided to the additional insured by this endorsement and paragraph f. of the definition of "insured contract" under **DEFINITIONS (SECTION V)** do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
- 4.** The insurance provided to the additional insured does not apply to:
- "Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
- a. The preparing, approving, or failure to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.
- 5.** We have no duty to defend or indemnify an additional insured under this endorsement:
- a. For any liability due to negligence attributable to any person or entity other than you or those acting on your behalf in the performance of your operations for the additional insured.
 - b. For any loss which occurs prior to our named insured commencing operations at the location of the loss.
 - c. Until we receive written notice of a claim or "suit" from the additional insured as required in the **Duties In The Event of Occurrence, Offense Claim or Suit Condition**.
- C.** As respects the coverage provided under this endorsement, the **COMMERCIAL GENERAL LIABILITY CONDITIONS (SECTION IV)** are amended as follows:
1. The following is added to the **Duties In The Event of Occurrence, Offense, Claim or Suit Condition**:
An additional insured under this endorsement will as soon as practicable:

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- (1) Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
 - (2) Agree to trigger or activate any other insurance which the additional insured has, which is primary, for a loss we cover under this Coverage Part by tendering the defense to the insurers of all such other insurance.
2. As respects the coverage provided under this endorsement, Paragraph **4.b.** of the Other Insurance Condition is deleted and replaced by the following:
 4. **Other Insurance**
 - b. **Excess Insurance**

This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless the written contract or agreement described in **A.** above specifically requires that this insurance be provided on either a primary basis or a primary and noncontributory basis.

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COMMERCIAL GENERAL LIABILITY
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PREMIER GENERAL LIABILITY COVERAGE EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. REASONABLE FORCE

Paragraph 2.a. **Expected or Intended Injury** under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of **SECTION I — COVERAGES** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by:

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 any person or property.

B. CONTRACTUAL LIABILITY

Paragraph 2.b. **Contractual Liability** under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of **SECTION I — COVERAGES** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by:

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 had 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.

C. NON OWNED WATERCRAFT

Paragraph 2.g.(2) in the **Aircraft, Auto Or Watercraft** exclusion under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of **SECTION I — COVERAGES** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by:

g. Aircraft, Auto Or Watercraft

- (2) A watercraft you do not own that is:
 - (a) less than 75 feet long; and
 - (b) Not being used to carry persons or property for a charge.

D. ELECTRONIC DATA LIABILITY

1. Paragraph 2.p. **Electronic Data** under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of **SECTION I — COVERAGES** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by:

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury".

2. The following definition is added to **SECTION V — DEFINITIONS**:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

3. For purposes of the coverage provided for "Electronic Data", Paragraph 17. in **SECTION V — DEFINITIONS** is replaced by:

17. "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

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- 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; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For purposes of this insurance, "electronic data" is not tangible property.

E. DAMAGE TO PREMISES RENTED TO YOU

1. The last paragraph after the listed exclusions under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of **SECTION I — COVERAGES** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by:

Exclusions **c.** through **n.** do not apply to "property damage" by fire; smoke from a "hostile fire"; explosion; lightning; smoke resulting from such explosion or lightning; collision by "mobile equipment" or leakage from fire protection systems 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**.

2. Paragraph **6.** of **SECTION III — LIMITS OF INSURANCE** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay in any one event under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE** for damages because of "property damage" from fire; smoke from a "hostile fire"; explosion; lightning; smoke resulting from such explosion or lightning; collision by "mobile equipment" or leakage from fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner.

F. MEDICAL PAYMENTS

1. Paragraph **1.a.** under **COVERAGE C. MEDICAL PAYMENTS** of **SECTION I — COVERAGES** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by:

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:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within three years of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonable require.

G. SUPPLEMENTARY PAYMENTS

SUPPLEMENTARY PAYMENTS — COVERAGES A AND B of **SECTION I COVERAGES** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by:

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 \$5,000 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 bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
- e. All costs taxed against the "insured" in any "suit".
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

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- 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".

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

H. FELLOW EMPLOYEE COVERAGE — SUPERVISOR OR HIGHER

Paragraph 2.a.(1) of **SECTION II — WHO IS AN INSURED** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** does not apply to the following:

Your supervisory or management "employees" for "bodily injury" only.

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

I. NEWLY ACQUIRED ORGANIZATIONS

Paragraph 3.a. of **SECTION II — WHO IS AN INSURED** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by:

- a. Coverage under this provision is afforded only until the end of the current policy period.

J. BROAD FORM NAMED INSURED

The following is added to **SECTION II — WHO IS AN INSURED** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**:

Throughout this policy the words "you" and "your" refer to any corporation or other business organization, other than a joint venture, in which the first Named Insured has or acquires during the policy period an ownership interest of more than 50% and is subject to the management control of the first Named Insured or its subsidiaries, and which is domiciled within the United States of America or its territories or possessions.

K. AMENDMENT OF AGGREGATE LIMIT OF INSURANCE

The General Aggregate Limit Of Insurance referenced in Paragraph 2. of **SECTION III — LIMITS OF INSURANCE** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** applies separately to:

- 1. Each of your "locations" owned by or rented to you; and

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2. Each of your projects away from premises owned by or rented to you.

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

L. KNOWLEDGE OF OCCURRENCE

The following is added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**:

Knowledge of an "occurrence", offense, claim or "suit" by your agent, servant or "employee" shall not be considered knowledge by you unless you, your insurance manager or any other person you designate has received notice of the "occurrence", offense, claim or "suit" from your agent, servant, or "employee."

M. OTHER INSURANCE

Paragraph 4.b.(1)(a) in the **Other Insurance** condition of **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by:

4. Other Insurance

b. Excess Insurance

- (1) This insurance is excess over:
 - (a) any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builders Risk; Installation Risk or similar coverage for "your work";
 - (ii) That is insurance covering Fire; smoke from a "hostile fire"; explosion; lightning; smoke resulting from such explosion or lightning; collision by "mobile equipment" or leakage from fire protection systems for premises while rented to you or temporarily occupied by you with permission of the owner; or

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

- (iv) If the loss arises out of the maintenance or use of aircraft, "autos", or watercraft to the extent not subject to Paragraph 2.g. **Aircraft, Auto Or Watercraft** under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of **SECTION I — COVERAGES** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**.

N. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following is added to Paragraph 6. **Representations** of **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**:

Any unintentional failure to disclose all exposures or hazards existing as of the effective date of the Commercial General Liability Coverage Form or at any time during the policy period will not invalidate or adversely affect the coverage for such exposure or hazard. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after the exposure or hazard is discovered.

O. WAIVER OF SUBROGATION

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**:

This condition does not apply to any person or organization to which you waived this condition by written contract or agreement, but only to the extent that subrogation is waived prior to the "bodily injury" or "property damage" under a contract with that person or organization.

P. LIMITED WORLDWIDE LIABILITY COVERAGE

The following is added to **SECTION IV — CONDITIONS** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**:

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Expanded Coverage Territory

1. If a "suit" is brought in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from defending the insured, the insured will initiate a defense of the "suit". We will reimburse the insured, under Supplementary Payments, for any reasonable and necessary expenses incurred for the defense of a "suit" seeking damages to which this insurance applies, that we would have paid had we been able to exercise our right and duty to defend.

If the insured becomes legally obligated to pay sums because of damages to which this insurance applies in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from paying such sums on the insured's behalf, we will reimburse the insured for such sums.

2. All payments or reimbursements we make for damages because of judgments or settlements will be made in U.S. currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in U.S. currency at the prevailing exchange rate at the time the expenses were incurred.
3. Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Puerto Rico or Canada.
4. The insured must fully maintain any coverage required by law, regulation or other governmental authority during the policy period, except for reduction of the aggregate limits due to payments of claims, judgments or settlements.

Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this insurance. However, this insurance will apply as if the required coverage by law, regulation or other governmental authority was in full effect.

For purposes of this coverage only, the following is added to Paragraph **4.b.(1)(a)** under **Other Insurance** of **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**:

If the insured's liability to pay damages is determined in a "suit" brought outside the United States of America (including its territories and possessions), Puerto Rico or Canada; or

That is coverage required by law, regulation or other governmental authority in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada.

For purposes of this coverage only, Paragraph **4.** of **SECTION V — DEFINITIONS** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by:

4. "Coverage territory" means anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.

Q. BODILY INJURY REDEFINITION

Paragraph **3.** of **SECTION V. — DEFINITIONS** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, injury or illness or emotional distress and/or death resulting from any of these at any time.

R. INSURED CONTRACT — LEASE OF PREMISES

Paragraph **9.a.** of **SECTION V — DEFINITIONS** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by:

9. "Insured contract" means:
 - a. a contract for lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "property damage" by fire; smoke from a "hostile fire", explosion; lightning; smoke resulting from such explosion or lightning; collision by "mobile equipment" or leakage from fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

S. LIBERALIZATION

If we revise this endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

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T. GOOD SAMARITAN SERVICES

1. Under **SECTION II — WHO IS AN INSURED**, paragraph **2.d.**, the following is added:

This exclusion does not apply to your employees or volunteer workers, other than an employed or volunteer physician, rendering "Good Samaritan services".

2. The following definition is added to **SECTION V — DEFINITIONS**:

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 03 13**

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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.)

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

Schedule

Blanket Waiver of Subrogation as required by written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12/4/2023
Insured CSG Consultants, Inc.

Policy No. 152000753

Endorsement No.
Premium \$

Insurance Company Praetorian Insurance Company

Countersigned by _____