



CITY OF WESTMINSTER
CONTRACT/AGREEMENT
TRANSMITTAL COVER SHEET

Contract/Agreement No.
 2025-070

NAME / CONTRACTOR		CSG Consultants, Inc.	
DESCRIPTION OF SERVICES		City proposes to utilize the services of Consultant as an independent contractor to perform services on an as needed basis, as more fully described herein.	
AGREEMENT TERM	COMMENCEMENT DATE /Amended or Renewal	EXPIRATION DATE /Exp. Amended or Renewed	
12 Months	July 1, 2025	June 30, 2026	
DEPARTMENT	Community Development	DEPT/STAFF CONTACT Justin Nguyen	
CONTRACT AMOUNT	\$100,000.00	BUDGET ACCOUNT NO. (Include Acct. No. to Deposit Reimbursements/Payments.)	
AMENDMENT/RENEWAL AMOUNT	(If Federal - UEI #)	62050-43090	

1 - BUSINESS LICENSING Not Required - Skip: _____ (Initials)

BL No. _____ Not Required
 Exp. _____ Not Approved

Approved Initial: _____ Date: _____

2 - FINANCE DEPT. Not Required - Skip: _____ (Initials)

Sufficient Funds Verified
 Checked for Debarment
 Insufficient Funds
 Requires Budget Transfer/Adjustment

Approved Initial: _____ Date: July 1, 2025

3 - RISK MANAGEMENT Not Required - Skip: _____ (Initials)

Commercial/General/Auto Liability _____ Insurance Req's Met
 Additional Insured Endorsement
 Professional/Errors and Omissions
 Worker's Compensation
 Additional Insured Endorsement
 Certificates Reviewed & Approved

Requires Changes as Noted Below:
 Bond Required

Notes: _____

Approved Initial: _____ Date: July 15, 2025

SPECIAL REQUIREMENTS/FORMS Not Required - Skip: _____ (Initials)

Requirements Met:

FPPC (Form 700)
 Ethics (AB1234/1661)
 Sexual Harassment Prevention Training
 Oath Administered: _____
 Other: _____

NOTES: _____

4 - CITY ATTORNEY Not Required - Skip: _____ (Initials)

Name of Reviewing Attorney: _____
 Reviewed
 Approved as to Form
 Not Required

____ Requires Changes: Changes/Update Approved
 _____ Returned to Submitting Department

Approved Initial: SP Date: July 2, 2025

5 - CITY CLERK'S OFFICE Not Required - Skip: _____ (Initials)

Council Approved
 City Manager Approved

Agenda Item No. _____
 Meeting Date _____

Approved Initial: JAT Date: July 22, 2025

Approved
 Denied
 Amount does not Exceed CM Approval Amount
 Return to Submitting Department
 Requires Changes:

Approved Initial: U Date: July 21, 2025

MISCELLANEOUS

Special Event Permit
 City Council
 Administratively Approved
 Reimbursement Payment
 Fee Payment

Permit No.

Dept./Contact: _____

**CITY OF WESTMINSTER
PROFESSIONAL SERVICES AGREEMENT
WITH CSG CONSULTANTS, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 1st day of July, 2025 (“Effective Date”), by and between the CITY OF WESTMINSTER, a municipal corporation (“City”), and CSG Consultants, Inc., a California Corporation (“Consultant”).

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to perform services on an as needed basis, as more fully described herein.

B. Consultant represents that it has that degree of specialized training and experience contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated.

C. City and Consultant desire to contract for the specific services described in Exhibit “A” and desire to set forth their rights, duties and liabilities in connection with the services to be performed.

D. No official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

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

1.0 SERVICES PROVIDED BY CONSULTANT

1.1 Scope of Services. City hereby retains Consultant to provide the professional services more particularly described in the Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference.

1.2 Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement.

1.3 Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- a. Meet with Consultant to review the quality of the work and resolve the matters of concern;
- b. Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- c. Terminate the Agreement as hereinafter set forth.

1.4 Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal, State and local laws and ordinances applicable to the services required under this Agreement including all employment laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5 Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Consultant shall, in all solicitations and advertisements for employees placed by, or on behalf of Consultant shall state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, marital status, national origin, or mental or physical disability. Consultant shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6 Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7 Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant recognizes that the qualifications and experience of the personnel to

be used are vital to professional and timely completion of the services. The key personnel assigned to perform portions of the services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval. The key personnel for performance of the services under this Agreement are Khoa Duong, Eric Haghani, Amir Hamidzadeh, Chi Tran, Yoko Tanaka, Khanh Nguyen, Richard Supan, Matthew Corrigan, Michael Leiendecker, Gerald Quast, Mike Teemant, Frank Biangone, and Mark Sallee.

1.8 Subcontracting. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the City. Subcontracts, if any, shall contain a provision making them subject to all provisions of this Agreement, including without limitation, the indemnity and insurance obligations. Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subconsultant for purposes of establishing a duty of care between any subconsultant and the City.

1.9 Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0 COMPENSATION AND BILLING

2.1 Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A" attached hereto and made a part of this Agreement. Consultant's total compensation shall not exceed One Hundred Thousand Dollars (\$100,000.00).

2.2 Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services in Exhibit "A" unless the City Manager or designee, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should Consultant perform any additional services which have not been approved, in writing, by the City, Consultant does so at its own risk and costs.

2.3 Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than once a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4 Records and Audits. Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable as relating to this Agreement and shall be maintained in accordance with generally recognized accounting principles. Consultant shall allow a representative of the City (including the California State Auditor if requested by the City pursuant to Government Code § 8546.7) during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall retain and allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement. and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1 Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed under this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2 Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0 TERM AND TERMINATION

4.1 Term. This Agreement shall commence on the Effective Date and continue for a period of 12 months, ending on June 30th 2026, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2 Notice of Termination. The City has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3 Compensation.

4.2.1 Termination Without Cause. In the event of termination without cause, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.3.2 Termination for Cause. In the event of termination for cause, Consultant will be liable to City for all costs to cure the deficiencies, and all loss, cost, expense, damage, and liability resulting from such breach and termination. The City is entitled to withhold any payments otherwise owed to Consultant to the extent of such costs, losses, expenses, damages, and liability.

4.4 Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0 INSURANCE

5.1 Minimum Scope. Prior to City's execution of this Agreement and Consultant's commencement of the services, Consultant shall secure, submit proof of, and shall thereafter maintain without interruption, until completion of and acceptance by the City of the services, such workers' compensation, commercial general and automobile liability insurance as shall protect Consultant, its subconsultants and the Additional Insured's herein, from any and all claims for damages for personal injury, including accidental death, as well as any and all claims for property damage which may arise from or which may concern operations under this Agreement, whether such operations be by or on behalf of Consultant, any subconsultant or anyone directly or indirectly employed by, connected with or acting for or on behalf of any of them.

5.2 Carrier Ratings. All liability insurance shall be issued by an insurance company or companies authorized to transact liability insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or larger.

5.3 Minimum Limits. Consultant shall maintain minimum limits of insurance as follows:

5.3.1 Commercial General Liability. Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability,

independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence, an aggregate limit for products/completed operations in the amount not less than \$2,000,000.

5.3.2 Automobile Liability Insurance. Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant-owned vehicles and hired vehicles.

5.3.3 Workers' Compensation. The following is required in connection with the Worker's Compensation insurance:

- a. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- b. Employers Liability with limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- c. The policy shall include a written waiver of the insurer's right to subrogate against the City.

5.3.4 Professional Liability. Consultant shall maintain professional liability insurance appropriate to Consultant's profession with a limit of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate. The retroactive date of the policy, if any, shall be prior to the start of the services. This insurance shall be maintained during the term of this Agreement and for at least three consecutive years following the completion of the services.

5.3.5. Additional Insurance. If the Consultant maintains broader coverage and/or higher coverage limits than the minimum amounts shown above, then the City requires and shall be entitled to the broader coverage for and/or the higher coverage limits maintained by the Consultant. Any available insurance proceeds exceeding the specified minimum limits of insurance and coverage shall be available to the City.

5.4 Notice of Cancellation and Renewals. The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to City by certified or registered mail (this obligation may be satisfied in the alternative by requiring such notice to be provided by Consultant's insurance broker and set forth on its Certificate of Insurance provided to City). Consultant agrees that upon receipt of any notice of cancellation or alteration of the policies, Consultant shall, within five (5) days, procure other policies of insurance similar in all respects to the policy or policies to be cancelled or altered. Consultant shall furnish to the City copies of any endorsements that are subsequently issued amending coverage or limits within fourteen (14) days of the amendment.

5.5 All Coverages. The insurance policy or policies shall also comply with the following provisions:

5.5.1 Scope of Insurances. Policies shall include premises/operations, products completed operations, independent contractors, owners and contractors' protection, explosion, collapse, underground hazard, broad form contractual, personal injury with employment exclusion deleted, and broad form property damage.

5.5.2 Waiver of Subrogation. The policy shall be endorsed to waive any right of subrogation against the City and its subconsultants, employees, officers, agents and directors for work performed under this Agreement.

5.5.3 Claims Made Basis. If policies are written on a claims made basis, the certificate should so specify and the policy must continue in force for one (1) year after completion of the services. The retroactive date of the coverage must also be listed.

5.5.4 Primary, Not Contributory. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City.

5.5.5 City Named Additional Insured. All policies, except Worker' Compensation and Professional Liability, shall name the City as an Additional Insured and shall contain the following language: "Solely with respect to work done by and on behalf of the name insured for the City of Westminster, the City of Westminster, and its officers, officials, employees and agents are added as additional insureds under this policy."

5.5.6 Combination of Insurances is Acceptable. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

5.5.7 Deductibles Exceeding \$25K. Any deductible or self-insured retention shall be shown on the certificate of insurance. If the deductible or self-insured retention exceeds \$25,000.00, it shall be approved in advance by City. Consultant is responsible for any deductible or self-insured retention and shall fund it upon City written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving City.

5.6 Certificates of Insurance, Additional Insured Endorsements and Deductibles. Prior to execution of the Agreement, and thereafter upon City's request, Consultant shall furnish City with original certificates of insurance and additional insured endorsements setting forth evidence of all insurance coverage required by this Article. Each certificate and endorsement shall be signed by a person authorized by that insurer to bind coverage on its behalf. The City shall continue to be an additional insured for completed operations for (1) year after completion of the work.

5.7 Consultant's Failure to Provide Required Insurance. Failure to maintain required

insurance at all times shall constitute a default and material breach. In such event, Consultant shall immediately notify City and cease all performance under this Agreement until further directed by the City. In the absence of satisfactory insurance coverage, City may, at its discretion and sole option: (a) procure insurance with collection rights for premiums, attorneys' fees and costs against Consultant by way of set-off or recoupment from sums due Consultant; (b) immediately terminate or suspend Consultant's performance of the Agreement; (c) pay Consultant's premiums for renewal of Consultant's coverage; or (d) self-insure the risk, with all damages and costs incurred, by judgment, settlement or otherwise, including attorneys' fees and costs, being collectible from Consultant, by way of set-off or recoupment from any sums due Consultant. Upon demand, Consultant shall repay City for all sums that City paid to obtain, renew, reinstate, or replace the insurance, or City may offset the cost against any monies that the City may owe Consultant.

5.8 Verification of Coverage. City shall have the right to obtain complete and certified copies of Consultant's and subconsultants' insurance policies (including, but not limited to, the declarations page, form list and riders), endorsements or certificates required this Agreement, upon request (including, but not limited to, the declarations page, form list and riders).

5.9 No Limitation. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant or its subconsultants to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

5.10 Subconsultants Insurance. The Consultant shall include in all subcontracts a requirement that its subconsultants obtain and maintain, at a minimum, all insurance required by this Agreement. The City reserves the right to request certificates of insurance from the Consultant for its subconsultants. The Consultant acknowledges that regardless of insurance obtained by its subconsultants, the Consultant will be responsible to the City for any and all acts of its subconsultants.

6.0 INDEMNIFICATION

6.1 Indemnification and Hold Harmless. If Consultant is not a "design professional" under Civil Code 2782.8, then the requirements of this section 6.1 shall apply instead of the requirements of section 6.2, below. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are

specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.2 Indemnification and Hold Harmless for Design Professionals. If Consultant is a "design professional" under Civil Code 2782.8, then the requirements of this section 6.2 shall apply instead of the requirements of section 6.1, above. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or subconsultants, in the performance of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subconsultants, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subconsultants, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon negligence, recklessness, or willful misconduct in the work performed by the Consultant, its employees, and/or authorized subconsultants under this Agreement, whether or not the Consultant, its employees, and/or authorized subconsultants are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with other parties regarding unpaid defense costs. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

7.0 GENERAL PROVISIONS

7.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations.

7.2. Amendments in Writing. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification.

7.3. Priority of Documents. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

7.4 Representatives. The City Manager or his or her designee shall be the representative

of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement. Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

7.5 Project Managers. Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

7.6 Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

CSG Consultants, Inc.
3707 Garden Grove Blvd, #100
Orange, CA 92868
Tel: (714) 568-1010
Attn: Cyrus Kianpour, President

IF TO CITY:

City of Westminster
8200 Westminster Blvd.
Westminster, CA 92683
Tel: (714) 548-3475
Attn: Justin Nguyen

7.7 Attorneys' Fees. If litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

7.8 Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws.

7.9 Venue. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

7.10 Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of

Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

7.11 Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

7.12 Conflicts with Independent Contractor. Consultant/consultant's duties and services under this Agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering into this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Consultant/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement.

7.13 PERS Eligibility Indemnification. If Consultant or any employee, agent, or subconsultant of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City,

including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

7.14 Cooperation. If any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

7.15 Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subconsultants in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

7.16 Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subconsultants, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 7920.000 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 7924.510, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

7.17 Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

7.18 Responsibility for Errors. Consultant shall be responsible for its work and results

under this Agreement. Consultant, when requested, shall provide clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

7.19 Prohibited Employment. Consultant shall not directly solicit for employment nor hire any employee of City while this Agreement is in effect. Notwithstanding the above, this provision shall not apply to any publicly advertised position to which an employee, without enticement or promises by Consultant, applies.

7.20 Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

7.21 Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

7.22 Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

7.23 No Third-Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

7.24 Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

7.25 Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

7.26 Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

7.27 Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

7.28 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

7.29 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

7.30 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CONSULTANT

DocuSigned by:
Cyrus Kianpour
7AC12FF2224A4B2...
Signature
Cyrus Kianpour President
[Name and Title]

Date: July 17, 2025

CITY OF WESTMINSTER

DocuSigned by:
Christine Cordon
E8CB17CEAA77440...
Christine Cordon, City Manager

Date: July 21, 2025

ATTEST:

Signed by:
Ashton Arocho
50F8C4C21CE544C...
Ashton Arocho, City Clerk

APPROVED AS TO FORM:

Signed by:
Scott Porter
D97E0F2A7BF0479...
Scott Porter, City Attorney

Date: July 2, 2025

APPROVED AS TO INSURANCE:

DocuSigned by:
Jodie Griner
5749E0E8B30A462...
Jodie Griner, Risk Manager

Date: July 15, 2025

APPROVED AS TO CONTENT:

DocuSigned by:

Justin Nguyen
FF7663CB7F2341D...

Justin Nguyen
Project Manager

Date: July 1, 2025

DEPARTMENTAL APPROVAL:

Signed by:

Sheri VanderDussen
C8036634945A418...

Sheri VanderDussen
Interim Director of Community Development

Date: July 1, 2025

EXHIBIT "A"

SCOPE OF SERVICES AND FEE SCHEDULE

PROPOSAL TO THE

City of Westminster

FOR

Updated Staff and Fee Schedule for Building Services Contract Renewal

PREPARED BY

CSG Consultants, Inc.

June 27, 2025



Employee-Owned

3707 West Garden Grove Boulevard, Suite 100, Orange, CA 92868
phone 714.568.1010 | fax 714.568.1028 | www.csngenr.com

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

Cover Letter

June 27, 2025

Paul Davison, Management Analyst
City of Westminster
8200 Westminster Blvd.
Westminster, CA 92683

Subject: Updated Staff and Fee Schedule for Building Services Contract Renewal

Dear Mr. Davison,

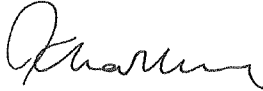
CSG Consultants, Inc. (CSG) thanks you for opportunity to submit our Updated Staff and Fee Schedule for Building Services Contract Renewal to the City of Westminster (City). We value our successful relationship and look forward to continuing to provide our building plan check, inspection and permit technician services to the City.

Eric Haghani, MS, PE, SE, CBO, Vice President, Building Department, will serve as the primary contact for this contract, and his contact information is as follows:

Eric Haghani, MS, PE, SE, CBO | *Vice President, Building Department*
3707 W. Garden Grove Boulevard, Suite 100, Orange, CA 92868
714.568.1010 *phone* | 714.568.1028 *fax* | erich@csgengr.com

Please feel free to contact Mr. Haghani with any questions or comments you may have regarding our information. Thank you again for the opportunity to continue serving the City.

Sincerely,



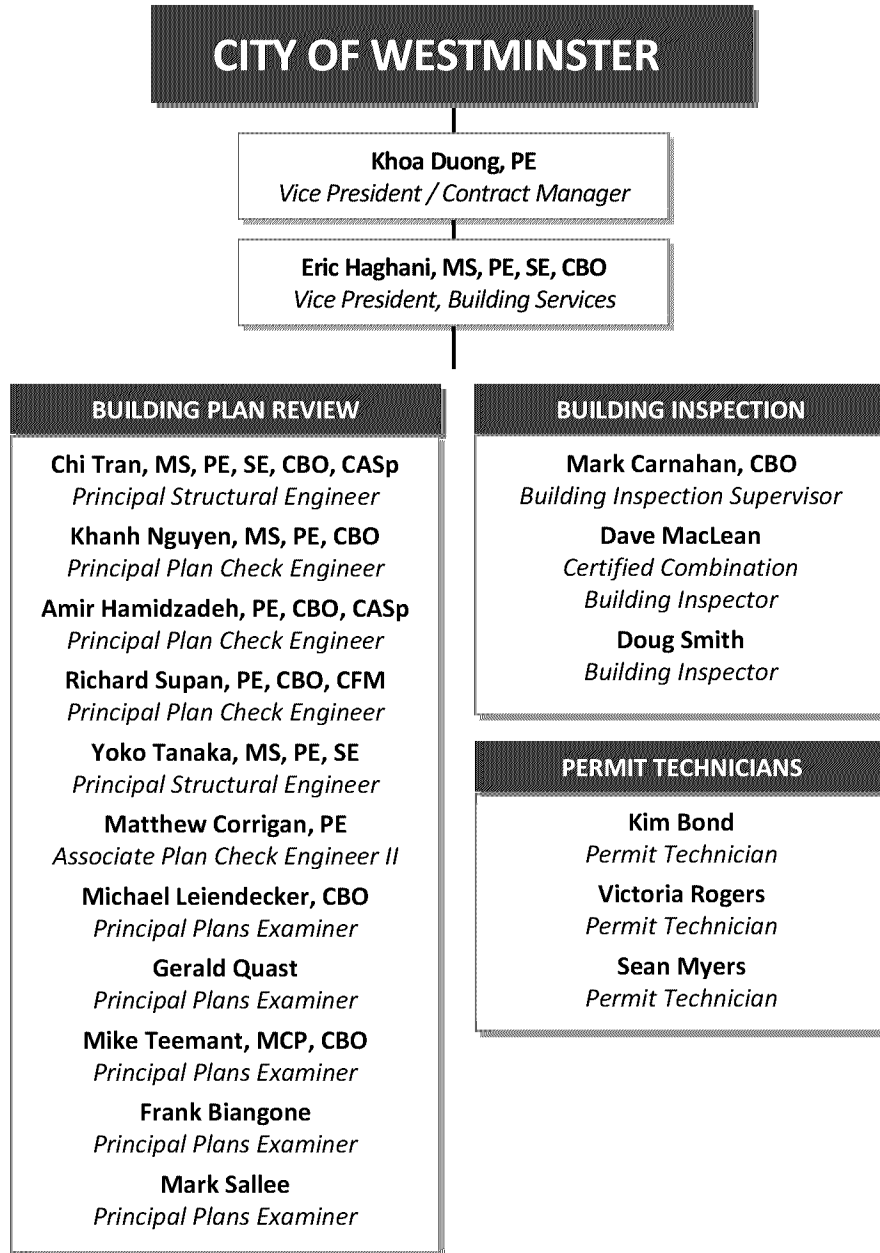
Khoa Duong, PE
Vice President, Building Department



Staffing

ORGANIZATIONAL CHART

CSG proposes the following staff and organizational structure for requested services for this contract. Eric Haghani will serve as the point of contact for the City. All proposed staff are assigned to our local office in Orange, CA. Work will be performed in our Orange office. **No subconsultants will be used on this contract. Resumes with detailed qualifications of proposed key staff are available upon request from the City.**



QUALIFICATIONS OF PLAN CHECK REVIEW STAFF

CSG takes pride in providing building department staff who have a variety of project experiences, who are motivated to achieve the highest level of certification, and who have the code expertise and customer service skills that are crucial to on-the-job success. Proposed staff are registered and/or certified and possess additional required certifications. We work hard to match your jurisdiction’s level of safety and code compliance. The table below illustrates the breadth and depth of staff available for this contract.

No subconsultants will be used on this contract. Due to page restriction, resumes with detailed qualifications of proposed key staff are available upon request from the City.

NAME AND TITLE	BUILDING QUALIFICATIONS	LICENSE / CERTIFICATION #
Khoa Duong, PE <i>Vice President/Contract Manager</i>	Professional Civil Engineer, State of California Professional Civil Engineer, State of Nevada Certified Plans Examiner, ICC Certified Safety Assessment Program, SAPC	43901 013620 ICC 0840436 72868
Eric Haghani, MS, PE, SE, CBO <i>Vice President, Building Services</i>	Professional Structural Engineer, State of California Professional Civil Engineer, State of California Certified Building Official, ICC Certified Certified Plans Examiner, ICC Certified	S4079 C42200 ICC 253530
Amir Hamidzadeh, PE, CBO, CASp <i>Principal Plan Check Engineer</i>	Registered Professional Engineer, State of California Certified Plans Examiner, ICC Certified Certified Building Official, ICC Certified Certified Access Specialist (CASp)	68216 ICC 1041666-CB ICC 1041666-CB 093
Chi Tran, PE, SE, CBO, CASp <i>Building Official / Principal Structural Engineer</i>	Professional Structural Engineer, State of California Professional Civil Engineer, State of California Certified Building Official, ICC Certified Certified Plans Examiner, ICC Certified	2728 33643 ICC 1061872-CB ICC 1061872-B3
Yoko Tanaka, MS, PE, SE <i>Principal Structural Engineer</i>	Licensed Structural Engineer, California Licensed Professional Civil Engineer, California ICC Building Plans Examiner ICC Commercial Building Inspector ICC Residential Fire Sprinkler Inspector/Plans Examiner	S 6089 C 74864
Khanh Nguyen, MS, PE, CBO <i>Building Official/ Principal Plan Check Engineer</i>	Professional Civil Engineer, State of California Certified Building Plans Examiner, ICC Certified Certified Building Official, ICC Certified	C51737 ICC 879847
Richard Supan, PE, CBO, CFM <i>Principal Plan Check Engineer</i>	Licensed Civil Engineer, State of California Certified Building Official Certified Fire Marshal Certified Building Plans Examiner Certified Residential Plans Examiner Certified Commercial Plans Examiner Certified Building Inspector Certified Residential Building Inspector Certified Building Code Specialist	88934 8326066
Matthew Corrigan, PE <i>Associate Plan Check Engineer</i>	Professional Civil Engineer, State of California Residential Plans Examiner, ICC Certified	95707 ICC 9610336
Michael Leiendecker, CBO <i>Principal Plans Examiner</i>	Certified Building Official Plans Examiner Building Inspector Plumbing Inspector	ICC (Confidential)

NAME AND TITLE	BUILDING QUALIFICATIONS	LICENSE / CERTIFICATION #
Gerald Quast <i>Principal Plans Examiner</i>	Certified Energy Plans Examiner Non-Residential California Energy Commission Certified Energy Plans Examiner Residential, California Energy Commission IAPMO Certified Mechanical Inspector IAPMO Certified Plumbing Inspector	NRE-98-1001 RES-93-1016
Mike Teemant, MCP, CBO <i>Principal Plans Examiner</i>	Master Code Professional (MCP) Certified Building Official Certified Building Code Official Certified Plumbing Code Official Combination Inspector Commercial Combination Inspector Commercial Energy Inspector Commercial Energy Plans Examiner Residential Energy Inspector/Plans Examiner Fire Inspector II Residential Fire Sprinkler Inspector/Plans Examiner Building Plans Examiner Plumbing Plans Examiner Commercial Building Inspector Commercial Electrical Inspector Commercial Plumbing Inspector Accessibility Inspector/Plans Examiner Residential Building Inspector Residential Electrical Inspector Residential Mechanical Inspector Residential Plumbing Inspector	ICC (Confidential)
Frank Biangone <i>Principal Plans Examiner</i>	Residential Building Inspector Commercial Building Inspector	ICC 860170
Mark Sallee <i>Principal Plans Examiner</i>	Building Inspector Electrical Inspector Plumbing Inspector	ICC 1026285

Scope of Services

BUILDING PLAN REVIEW SERVICES

Our team of professionals is ready to assist in all aspects of plan review and to focus on the special needs and requirements of each of our clients. We pledge thorough and accurate reviews and prompt turnaround times, and offer proven digital plan review services and comprehensive online status reports. CSG serves as an active partner, working as a seamless extension of our public agency clients in performing the requested services and working closely with the development community and public as directed.

Compliance Standards

Our engineers and plan reviewers carefully review all plans and documents for compliance with building codes, fire codes, energy conservation standards, and accessibility regulations adopted by the State of California, and all local policies and ordinances including but not limited to:

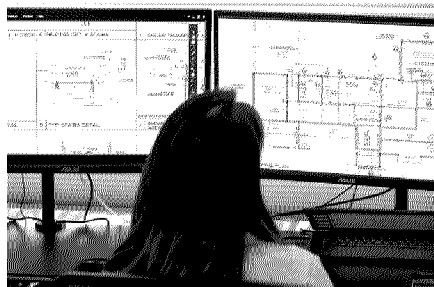
- ▶ *California Building Code, Volumes 1 and 2*
- ▶ *California Residential Code*
- ▶ *California Electrical Code*
- ▶ *California Plumbing Code*
- ▶ *California Mechanical Code*
- ▶ *California Fire Code*
- ▶ *California Energy Code*
- ▶ *California Green Building Standards Code (CALGreen)*
- ▶ *California Existing Building Code*
- ▶ *California Health and Safety Code*
- ▶ *National Fire Protection Association (NFPA) Standards as adopted and referenced by the State of California (California Code of Regulations, Title-19)*
- ▶ *State Historical Building Code*
- ▶ *NPDES/WQMP/SWPPP Compliance*
- ▶ *Local adopted ordinances and amendments relative to building, fire and municipal codes, including project Conditions of Approval from other agency departments, divisions, and regulating agencies*



On-Site Plan Review Services

Drawing from a large team of experienced plan reviewers, CSG has the ability to provide the City with temporary, as-needed, on-site plan review staffing during periods in which City staff is on vacation, ill or otherwise not able to perform services.

Digital Plan Review



CSG has been providing digital plan review services for over 20 years, leading the consultant field with this ground-breaking service. All paper plans submitted to CSG for building and fire plan review are immediately scanned into digital files and stored on CSG's servers for quick and easy access by both our clients and our plan reviewers.

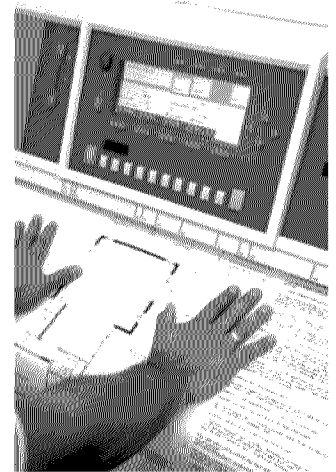
Leading the field in digital plan review services for more than 20 years.

Our plan reviewers furnish electronic versions of their plan comments conforming to each client’s established correction list templates. Any additional forms utilized by the agency will be incorporated into the correction comments and returned with the appropriate recommendations. Plan check comments can be delivered electronically by email or other agency-approved means, enabling staff to immediately modify CSG’s checklist for incorporation with other department comments. We provide convenient, environmentally friendly digital storage of all construction-related documents, and on request, can provide clients with a set of digitally scanned plans at no additional cost.

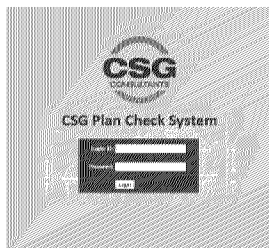
In addition, for jurisdictions requesting a pure digital plan review workflow, we can enable an applicant to submit digital files—**with no size limitations**—directly to CSG via our web-based application. Our application includes an online portal for the applicant/jurisdiction to retrieve comments and marked-up digital plans including redlines. Importantly, this service tracks the status of all submittals and re-submittals until the plans have been approved.

Key features of our digital plan review service include:

- ▶ **Efficient.** Plans are pushed to plan review staff the same day they are received.
- ▶ **User-friendly.** CSG developed its own online portal specifically to manage the electronic file submittal process. Through use of this interface, the applicant is no longer faced with size restrictions on email attachments or required to learn complex file transfer settings.
- ▶ **Proven.** We have provided a digital plan review option to our clients for over 20 years.
- ▶ **Non-Proprietary.** CSG’s electronic review process is 100% PDF-based with no additional software required to view redlines.



All paper plans submitted to CSG are immediately scanned into digital files for quick and easy access by our clients and plan reviewers.



Online Plan Check Status

CSG offers a convenient service allowing clients to check plan review status and comments online. By accessing our secure Plan Check Status website, agency staff as well as authorized applicants can view their project documents and plans and communicate with the specific plan checker via e-mail. Staff and authorized applicants can download comments upon completion of the plan check. **There is no additional cost for this service.**

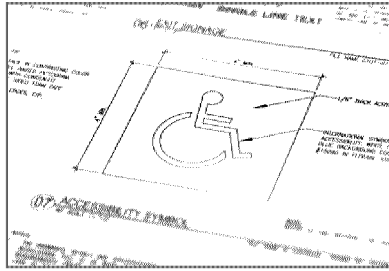
Plans Pickup and Delivery

CSG will coordinate pickup and delivery of plans and other materials from/to the agency via CSG personnel or an approved alternative service.

Green Building and LEED Accreditation

Our Building Division team is experienced in plan review and inspection for compliance with CALGreen and local green building ordinances and includes LEED Accredited Professionals. In addition, CSG Consultants has the qualifications necessary to assist with both the development of policy and the implementation of green and sustainable building practices. CSG’s Sustainability Programs division can assist, for example, with construction and demolition debris recycling programs and public outreach to the building industry.

CASp Review Services



We understand California Building Departments are required to have CASp certified staff in place and available for technical questions and interpretations. Our CASp certified team members are knowledgeable of state and federal accessibility laws and regulations and possess the expertise necessary to promote access to facilities for persons with disabilities. In accordance with current regulations, CSG can provide CASp certified professionals to review plans for accessibility and to facilitate compliance with regulations when requested.

BUILDING INSPECTION SERVICES



CSG provides fully integrated, multi-disciplined building inspection services for residential, commercial, and industrial projects. Our inspection personnel have an outstanding mixture of technical expertise and experience in all construction types. We provide experienced, ICC certified inspectors

CSG offers virtual inspections utilizing Google Duo, FaceTime, Skype, MS Teams or other agency-preferred platform.

who work with a team approach to ensure compliance with applicable codes and requirements and provide solutions to mitigate potential risks and safety hazards. Using well-honed customer service and communication skills our inspectors excel at educating stakeholders to keep projects moving forward. Our inspectors also utilize current technologies and equipment to view plans and documents, research related code requirements, document field conditions and progress, and share that information with stakeholders while in the field.

Key services include but are not limited to the following:

- ▶ *Providing inspection services to ensure project compliance with State adopted codes and local amendments including building, electrical, mechanical and plumbing codes*
- ▶ *Offering code interpretation and education*
- ▶ *Seamlessly integrating into client organizations and consistently enforcing policies and procedures*
- ▶ *Addressing and resolving inquiries*
- ▶ *Maintaining records and files*
- ▶ *Providing all vehicles, fuel, maintenance and other equipment necessary for inspectors to carry out duties.*

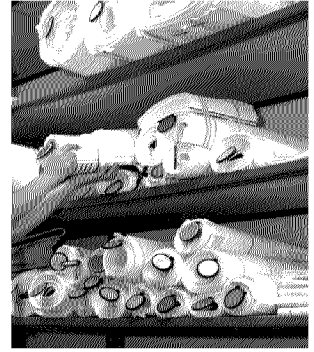
CSG provides all vehicles, fuel, maintenance, and other equipment necessary for inspectors to carry out duties, with no additional charges.

CASp Inspection Services

To facilitate the City’s compliance with current rules and regulations, CSG will provide a CASp certified professional for technical questions and interpretations and to perform accessibility compliance inspections upon request.

PERMIT TECHNICIAN SERVICES

CSG has highly qualified staff available to provide Permit Technician services. These frontline, first-response services are vital to the success of the entire building and safety permit process as they often set the tone for the applicant whether a homeowner, contractor, or design professional. CSG handpicks exceptionally qualified personnel who can function as seamless extensions of the agency's team, understand the importance of exemplary customer service, and have knowledge of the inner workings of building departments and thorough familiarity with the building application and permit process.



CSG's permit processing staff is trained in customer service and helping to facilitate and expedite the permit process. Our staff members can perform quick assessments of each customer's needs and ensure that they are served appropriately. They are familiar with State Contractors License Law and ensure that permits are issued to properly licensed contractors. CSG's permit technicians are also familiar with multiple permit software systems and will quickly gain proficiency with the software that has been customized for the City.

Our staff is knowledgeable and experienced with permit processing functions including:

- Providing the public with appropriate forms and handouts
- Processing permit applications and issuing permits using the City's software
- Accepting plans, documents, structural calculations and energy reports for permit processing
- Routing plans to building and other departments and agencies
- Performing document control, ensuring permit file integrity, and maintaining status of plans and documents during the permit process.
- Preparing plan check letters to be sent to applicants
- Assisting the public with completing applications and other required forms
- Preparing documents and reports; providing permit record materials requested from the public; researching and compiling documents for compliance with Public Records Act (PRA) requests.

PLAN CHECK TURNAROUND TIMES

CSG strives to provide the highest quality and most timely service in the industry. We take pride in maintaining the requested plan review times for all our clients—even delivering faster than our own deadlines. Our goal is to approve code-complying projects and to move work quickly and successfully through jurisdictional processes. CSG will ensure that all building and safety duties and follow-up actions will be performed in a timely and responsive manner.

The following are CSG’s proposed plan check turnaround times:

TYPE OF REVIEW	INITIAL REVIEW (BUSINESS DAYS) ²	RE-CHECK (BUSINESS DAYS) ²
RESIDENTIAL		
New Construction	10	5
Additions	7	5
Small Remodels	7	5
Expedited	5	5
COMMERCIAL		
New Construction ¹	10	5
Additions	7	5
Small Remodel / Tenant Improvements	7	5
Large/Complex Projects ¹	10	5
Expedited	5	5

¹Turnaround time may vary with the complexity and magnitude of the project. If a review is anticipated to take longer than the maximum turnaround time, CSG will notify the City’s representative and negotiate additional time required to ensure an appropriate level of review.

² The number of working days associated with the plan check turnaround time is based on time of project submittal. The first working day will be the day the project is received by CSG if submitted by 3:00 PM. For a project that is received by CSG after 3:00 PM, the first working day will be the next business day.

Expedited Plan Check Services

At the City’s request, we can perform plan check services on an accelerated schedule with associated fees negotiated between the City and CSG.

AVAILABILITY AND CUSTOMER SERVICE

We clearly understand the importance of our role in the success of the City and commit to providing project stakeholders and City staff with the highest level of service while functioning as a seamless extension of the City. We believe effective communication, responsiveness and an intense focus on customer service are essential to developing and continuing a successful working relationship between City staff, project stakeholders and CSG’s team members.

Office Hours and Meeting Availability

Plan Review

CSG plan checkers are available for inquiries anytime during normal business hours via phone or email, Monday through Friday. Our plan checkers can typically respond to the City for all questions or requests generated during any plan review on the same day, but no later than the following day a request is received.

We recognize the value of pre-design consultation and are available to provide this important service.

To assist the City, we can also meet in-person with City staff and project stakeholders or can utilize video conferencing with all parties involved. We recognize the value of pre-design consultation with prospective applicants and are available to provide this service as well. Our designated Project Manager and/or technical staff will be available in-person for consultation and meetings with a reasonable lead time.

Inspection

CSG inspectors can be ready to provide services upon request to CSG's designated project manager. We are flexible and can alter our hours to meet the City's needs. Evening and weekend inspections for special construction needs can be accommodated with sufficient notice. CSG staff can typically respond to the City for all questions or requests generated during field inspections on the same day, but no later than the following day a request is received.

Permit Technician CSG Permit Technician(s) are available remotely or on-call, as needed.

LANDSCAPE & GRADING PLAN REVIEW SERVICES**Compliance Standards**

Below are key elements CSG staff looks for when reviewing elements of any project:

- ✓ Does the design meet all standards?
- ✓ Do plans show sound engineering judgment and practice?
- ✓ Are the recommendations or design practical and constructible?
- ✓ Is the product complete, and can it be understood from the information shown in the report or on the plans with few, if any, questions?

Landscape & Grading Plan Review

CSG utilizes an individualized review process tailored to meet a jurisdiction's particular needs and design requirements or guidelines. The checklist is commonly prepared from the City's Municipal Codes/Ordinances, City standard plans and specifications, design guidelines available online to the general public, and any other public or confidential information made available to CSG by City staff. Our experienced staff regularly reviews the following in conjunction with each Grading Plan Check and WQMP submittal:

- ▶ *Rough and Precise Grading Plans*
- ▶ *Off-site Improvements and Encroachment Permits*
- ▶ *Sediment and Erosion Control Plans*
- ▶ *Stormwater Pollution Prevention Plans (SWPPPs)*
- ▶ *Construction Notes & Details*
- ▶ *Construction Cost Estimates (Engineer's Estimates/Probable Costs)*

We review the plans and supporting documents for compliance with the following:

- ▶ *Municipal Code, City Design Guidelines and Standards, or other City procedures and policies*
- ▶ *Conditions of Approval or other related additional documents*
- ▶ *Community Plans (Specific Plan, General Plan)*
- ▶ *City Standards*
- ▶ *CEQA & other environmental documents*
- ▶ *Final/Parcel Map & Subdivision Map Act*
- ▶ *National Pollution Discharge Elimination System (NPDES) permits*
- ▶ *Other regional agency requirements as they relate to infrastructure needs*
- ▶ *ADA compliance*
- ▶ *Industry Standards*

Our staff is trained and experienced in the following:

- ▶ *NPDES Compliance, permanent stormwater treatment measures*
- ▶ *Hydro-Management (HM) and design of detention systems*
- ▶ *Construction Site Compliance for Water Quality Protection*
- ▶ *State General Construction Permit (QSD's/QSP's on staff)*
- ▶ *Caltrans Standard Specifications and Standard Plans*
- ▶ *Subdivision Maps Act & Land Surveyor's Act*
- ▶ *Industry Standards*

Landscape & Grading Plan Review Submittals Schedule

Development of hard-and-fast schedules for completion of development review and plan review work is difficult as timing and scope of projects is not always known.

Examples of time frames for completing certain tasks are provided below.

TASK	TIME FRAME
Pre-application entitlement review	<i>Review application material in advance of requested meetings; complete formal comments and submit to Planning within two weeks of meeting</i>
Review Tentative Map Application or Other Entitlement Package	<i>Fifteen (15) working days of notice of submittal by City</i>
Prepare Conditions of Approval	<i>Prepare within one week of request by Planning, or within reasonable shorter time frame if needed to meet hearing date</i>
Complete Improvement Plan (1 st Check)	<i>Fifteen (15) working days of notice of submittal by City</i>
Complete Subsequent Improvement Plan as Needed	<i>Ten (10) working days of notice of submittal by City</i>
Prepare fee estimate, review bond estimate, or prepare permit	<i>Ten (10) working days of request</i>
Miscellaneous Assignments	<i>Dependent on scope, typically between five (5) and ten (10) working days</i>

Turnaround times include pickup, QA/QC, and delivery to City. CSG will attempt to reduce the need for formal resubmittals to the City by reviewing electronic submittals of revisions provided directly to CSG. Turnaround times would vary based on the scope of the review, but would typically be returned within two to three working days.

Professional Services Fees

BUILDING SERVICES FEE SCHEDULE

CSG’s fee schedule for proposed work is provided in the table below. Plan review fees will be based on the percentage rates provided below and include the initial review and all subsequent reviews. Reviews of revisions to approved plans and any services provided on-site will be charged at the appropriate hourly rate below. CSG will coordinate the pickup and return of all plans to CSG via staff or a licensed courier service. This service is provided at no additional cost.

REVIEW TYPE / ROLE	ALL INCLUSIVE FEE / HOURLY RATE
Full Plan Review by Percentage	75% of City’s Building Plan Check Fees
Plumbing, Mechanical & Electrical Plan Review by Percentage	35% of City’s Building Plan Check Fees or 75% of City’s P/M/E Plan Check Fees
Structural Plan Review by Percentage	35% of City’s Building Plan Check Fees
Expedited Plan Review by Percentage	95% of City’s Building Plan Check Fees
Plan Review / Professional Engineer	\$145
Plan Review / Structural Engineer	\$160
Plan Review / Landscape & Grading	\$155
Expedited Plan Review (Hourly)	1.5 x Hourly Rate
Certified Commercial Building Inspector	\$120
Certified Building Inspector	\$110
CASp Consultation / Inspection	\$150
Permit Technician	\$90
Overtime	1.5 x Hourly Rate

Terms

All hourly rates include overhead costs including, but not limited to, salaries, benefits, Workers Compensation Insurance, travel and office expenses. Should the scope of work change, or circumstances develop which necessitate special handling, CSG will notify the City prior to proceeding. CSG will mail an invoice every month for services rendered during the previous month. On July 1, 2025 and each subsequent year, CSG will initiate a rate increase based on change in CPI for the applicable region.



Employee-Owned

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CERTIFICATE OF INSURANCE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- TRUCKERS COVERAGE FORM

In consideration of payment of the additional premium listed below, LIABILITY COVERAGE is extended to any person or organization you are required to add to this policy as an additional insured in a written agreement between you and the additional insured that is executed prior to the "accident" provided that:

- 1) such insurance applies only to the ownership, maintenance or use of a covered auto; and
- 2) such insurance applies only to acts or omissions by you, your agents or your "employees" while such covered auto is being used in your business; and
- 3) such insurance does not apply to the acts or omissions of the additional insured or any of the additional insured's agents or "employees" other than you; and
- 4) such insurance does not apply if the additional insured is subject to motor carrier insurance requirements and is not insured for hired "autos" under an "auto" liability insurance form that insures on a primary basis the owners of the "autos" and their agents and "employees" while the "autos" are being used exclusively in the additional insured's business and pursuant to operating rights granted to the additional insured by a public authority; and
- 5) such inclusion of additional insured shall not increase our limit of liability under this policy.

All other terms, conditions and agreements remain unchanged.

Additional Premium: \$ _____

Company Name	Policy Number
	Endorsement Effective
Named Insured	Countersigned by

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

- | | |
|--|---|
| 1. Expected Or Intended Injury | 14. Newly Acquired Organizations |
| 2. Amended Defense Coverage For Indemnitees | 15. Additional Insureds By Written Contract |
| 3. Non-Owned Watercraft | 16. Additional Insured – Lessors of Leased Equipment |
| 4. Non-Owned Aircraft | 17. Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations |
| 5. Property Damage Liability – Borrowed Equipment | 18. Additional Insured – Vendors |
| 6. Property Damage Liability – Elevators | 19. Broad Knowledge / Notice Of Occurrence |
| 7. Damage To Premises Rented To You | 20. Waiver Of Transfer Of Rights of Recovery Against Others To Us |
| 8. Contractual Liability For Personal And Advertising Injury | 21. Unintentional Failure To Disclose Hazards |
| 9. Medical Payments | 22. Mental Anguish, Mental Injury Or Humiliation |
| 10. Supplementary Payments | 23. Mobile Equipment |
| 11. Broad Form Named Insured | 24. Waiver Of Sovereign Immunity |
| 12. Fellow Employee Coverage | 25. Liberalization Clause |
| 13. Incidental Medical Malpractice Liability | 26. Application Of This Endorsement |

1. Expected Or Intended Injury

Exclusion a. Expected Or Intended Injury under Section I – Coverage A – Bodily Injury And Property Damage Liability is hereby deleted and replaced by the following:

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

2. Amended Defense Coverage For Indemnitees

Supplementary Payments – Coverages A and B is amended as follows:

Paragraph 2.d. under Section I – Supplementary Payments – Coverages A and B is hereby deleted.

Paragraph 2.e. under Section I – Supplementary Payments – Coverages A and B is hereby deleted and replaced by the following:

The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit". In the event we agree a conflict exists between the interests of the insured and the interests of the indemnitee, we will select and assign separate defense counsel for the indemnitee and pay reasonable attorney fees and necessary litigation expenses; and

3. Non-Owned Watercraft

Paragraph (2)(a) of Exclusion g. Aircraft, Auto Or Watercraft under Section I – Coverage A – Bodily Injury And Property Damage Liability is hereby deleted and replaced by the following:

(a) Less than 55 feet in overall length; and

4. Non-Owned Aircraft

Exclusion g. Aircraft, Auto Or Watercraft under Section I – Coverage A – Bodily Injury And Property Damage Liability does not apply to an aircraft, in which you have no ownership interest, provided:

a. It is:

- (1) Loaned to;
- (2) Rented by; or
- (3) Hired or chartered by

the insured with a paid and licensed crew;

b. It is not being used to carry persons or property for a charge; and

- c. The pilot in command holds a currently effective license, issued by the duly constituted authority of the United States of America or Canada, designating him or her as a commercial airline pilot for the particular aircraft being flown.

5. Property Damage Liability – Borrowed Equipment

Paragraph (4) of Exclusion j. Damage To Property under Section I – Coverage A – Bodily Injury And Property Damage Liability is amended to include the following:

This exclusion does not apply to equipment which you borrow from a person or entity, other than an insured, unless the "property damage" occurs while such equipment is being used by an insured at a job site.

Subject to all terms of Section III – Limits Of Insurance, the maximum limit in any one "occurrence" is \$25,000 subject to an annual aggregate of \$50,000 for all "occurrences".

The insurance provided by this exception to Exclusion j.(4) as set forth in Paragraph 5. of this General Liability Enhancement Endorsement is excess over any other valid and collectible insurance available to the insured whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or any other basis, that would also apply to the loss covered under this provision.

6. Property Damage Liability – Elevators

Exclusion j. Damage To Property under Section I – Coverage A – Bodily Injury And Property Damage Liability is amended to include the following:

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

The insurance provided by this exception to Exclusions j.(3) and j.(4) as set forth in Paragraph 6. of this General Liability Enhancement Endorsement is excess over any other valid and collectible insurance available to the insured whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or any other basis, that would also apply to the loss covered under this provision.

7. Damage To Premises Rented To You

- a. The last paragraph of 2. Exclusions under Section I – Coverage A – Bodily Injury And Property Damage Liability is hereby deleted and replaced by the following:

- (1) With respect to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner, Exclusions c. through n., do not apply.
- (2) With respect to damage by other than fire to premises while rented to you or temporarily occupied by you with permission of the owner, Exclusions c. through n., except for Exclusion f., do not apply unless the damage arises out of "your work".

A separate limit of insurance applies to the coverage set forth in (1) and (2) above as

described in Section III – Limits Of Insurance.

b. Section III – Limits Of Insurance is amended by deleting Paragraph 6. and replacing it with the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you or temporarily occupied by you with the permission of the owner. The Damage To Premises Rented To You Limit is the amount set forth in the Declarations or \$300,000, whichever is greater.

8. Contractual Liability For Personal And Advertising Injury

Exclusion e. Contractual Liability under Section I – Coverage B – Personal And Advertising Injury Liability is amended to add the following after the last sentence:

This exclusion also does not apply to that part of any contract or agreement pertaining to your business under which you assume the "tort liability" of another party to pay for "personal and advertising injury" to a third party or organization, provided the "personal and advertising injury" offense occurs subsequent to the execution of the contract or agreement.

For the purposes of this provision, "tort liability" means a liability that would be imposed by law in the absence of any contract or agreement.

9. Medical Payments

Section I – Coverage C – Medical Payments is amended to include the following only if Coverage C – Medical Payments is not otherwise excluded from this coverage part:

The Medical Payments Limit is changed to the greater of:

- a. \$15,000; or
- b. The Medical Expense Limit shown in the Declarations of this coverage part.

Paragraph 1.a.(3)(b) under Section I – Coverage C – Medical Payments is hereby deleted and replaced by the following:

The expenses are incurred and reported to us within three years of the date of the accident; and

10. Supplementary Payments

Supplementary Payments – Coverages A and B under Section I – Coverages is amended as follows:

- a. The bail bonds limit shown in Paragraph 1.b. is increased from \$250 to \$2,500.
- b. The actual loss of earnings limit shown in Paragraph 1.d. is increased from \$250 to \$1,000.

11. Broad Form Named Insured

Paragraph 1.d. under Section II – Who Is An Insured is amended to include the following:

If you are an organization other than a partnership, limited liability company or joint venture, any of your subsidiary companies or any company over which you exercise control and actively manage will qualify as an insured only if other valid and collectible insurance does not apply.

12. Fellow Employee Coverage

Paragraph 2.a. (1)(a) under Section II – Who Is An Insured is hereby deleted.

13. Incidental Medical Malpractice Liability

Paragraph 2.a. (1)(d) under Section II – Who Is An Insured does not apply to "employees" who are employed as nurses or other "employees", excluding physicians and medical doctors, who provide incidental health care services within the scope of their employment by you.

14. Newly Acquired Organizations

Paragraph 3.a. under Section II – Who Is An Insured is hereby deleted and replaced by the following:

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

15. Additional Insureds By Written Contract

Section II – Who Is An Insured is amended to include as an additional insured, any person or organization whom you are required to add as an additional insured to this policy by written contract or written agreement that is:

- a. Currently in effect or becoming effective during the term of this policy; and
- b. Executed prior to the "bodily injury", "property damage" or "personal and advertising injury".

1. The insurance provided to the additional insured applies as follows:

(a) That person or organization is only an additional insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused by your negligent acts or omissions at or from:

- (i) Premises you own, rent, lease or occupy; or
- (ii) Your ongoing operations performed for the additional insured at the jobsite indicated by the written contract or written agreement.

(b) 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 are less. These limits of insurance are inclusive of, and not in addition to, the limits of insurance shown in the Declarations of this policy.

2. If the additional insured is an architect, engineer or surveyor, the insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" caused by:

- (a) The rendering of or failure to render any professional services including preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (b) Any supervisory, inspection or engineering services.

3. With respect to the insurance afforded these additional insured(s), the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury":

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

Paragraph a. Primary Insurance of Condition 4. Other Insurance under Section IV – Commercial General Liability Conditions is amended by the addition of the following:

Regardless of whether other insurance is maintained by an additional insured on a primary basis, the coverage provided by Paragraph 15. of the General Liability Enhancement Endorsement will be primary to and noncontributing with other insurance maintained by the additional insured if the written contract between you and the additional insured specifically requires that this insurance be primary.

16. Additional Insured – Lessors Of Leased Equipment

Section II – Who Is An Insured is amended to include as an additional insured any person or organization from whom you lease equipment and with whom you have agreed to add as an additional insured to this policy by written contract or written agreement but only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of the equipment leased to you by such person or organization.

With respect to the insurance afforded to these additional insured(s), this insurance does not apply to any "occurrence" which takes place after the equipment lease expires or is

terminated.

17. Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations

Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision which has issued a permit or authorization to you.

- a. This applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
- b. This insurance does not apply to:
 - (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
 - (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

18. Additional Insured – Vendors

Section II – Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) whom you have agreed to add as an additional insured to this policy by written contract or written agreement but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

The insurance afforded the vendor does not apply to:

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

performed at the vendor's premises in connection with the sale of the product;

- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its "employees" or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in subparagraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

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

The coverage afforded the additional insured under this provision will be excess over any valid and collectible insurance available to the additional insured as an additional insured under a policy issued to a manufacturer or distributor for products manufactured, sold, handled or distributed unless you require that this insurance be primary and non-contributory.

19. Broad Knowledge / Notice Of Occurrence

Section IV – Commercial General Liability Conditions is amended to include the following:

The requirement in Condition 2.a., which states that you must see to it that we are notified of any "occurrence" or offense, applies only when the "occurrence" or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. A member, if you are a joint venture;
4. An "executive officer", manager or supervisor if you are a corporation; or
5. A member, if you are a limited liability company.

The requirement in Condition 2.b., which states that you must see to it that we receive notice of a claim or "suit", will not be considered breached unless the breach occurs after such claim or "suit" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. A member, if you are a joint venture;
4. An "executive officer", manager or supervisor if you are a corporation; or
5. A member, if you are a limited liability company.

If you report an accident to your Workers Compensation insurance carrier which later develops into a claim or "suit" for a liability "occurrence" for coverage which is provided by

this policy, failure to report such "occurrence" to us at the time of the accident shall not be a violation of the notification of loss condition (Condition 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit under Section IV – Commercial General Liability Conditions) contained in this policy. It is agreed, however, that you shall give notification of such claim or "suit" to us as soon as you are made aware of the fact that the particular accident has developed into a claim or "suit".

20. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

Condition 8. Transfer Of Rights Of Recovery Against Others To Us under Section IV – Commercial General Liability Conditions is amended to include the following:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" when you have waived such right of recovery under a written contract with that person or organization. Such written contract must be:

- a. Currently in effect or becoming effective during the term of this policy; and
- b. Executed prior to the "bodily injury", "property damage" or "personal and advertising injury".

Alternatively, the written contract may be executed after the "bodily injury", "property damage" or "personal and advertising injury" but only if:

- (i) The terms and conditions of the written contract or written agreement had been agreed upon prior to the "bodily injury", "property damage" or "personal and advertising injury"; and
- (ii) The insured can definitively establish that the terms and conditions of the written contract or written agreement ultimately executed are the same as those which had been agreed upon prior to the "bodily injury", "property damage" or "personal and advertising injury".

21. Unintentional Failure To Disclose Hazards

Section IV – Commercial General Liability Conditions is amended to include the following:

9. Unintentional Failure To Disclose Hazards

Your unintentional failure to disclose all hazards or prior "occurrences" existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy.

22. Mental Anguish, Mental Injury Or Humiliation

The definition of "bodily injury" in Paragraph 3. under Section V – Definitions is hereby deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including

mental anguish, mental injury, humiliation or death resulting from any of these at any time.

23. Mobile Equipment

Paragraph 12. under Section V – Definitions is amended to include the following:

Paragraph f.(1) does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

24. Waiver Of Sovereign Immunity

The following provision applies if you are a "governmental entity" or we have added a "governmental entity" to your policy as an additional insured, and the "governmental entity" requires us to obtain permission prior to asserting a defense involving governmental immunity or the jurisdiction of the tribunal over the "governmental entity":

We shall not raise any defense involving, in any way, the jurisdiction of the tribunal over the "governmental entity", the immunity of the "governmental entity" or its commissioners, officers, agents or employees, the governmental nature of such entity, or the provisions of any statutes respecting suits against the "governmental entity" without first obtaining express advance permission from the designated representative of the "governmental entity".

Application of this provision shall not subject us to liability for any portion of a claim or judgment in excess of the applicable limit of insurance.

For the purposes of this provision, "governmental entity" means a state, county, district, municipality, town, township, borough, parish, village, or other political subdivision or governmental agency or subdivision.

25. Liberalization Clause

If we adopt a change in the coverage form, CG 00 01, which broadens coverage without an additional premium charge, the broader coverage will apply to this policy on the effective date of approval in the state shown in the Named Insured's address in the Declarations of this policy.

26. Application Of This Endorsement

The coverage enhancements provided by this endorsement apply to the Commercial General Liability Coverage Part. If your policy includes other endorsements in addition to this General Liability Enhancement Endorsement, and there is a conflict between any of the terms of such endorsement(s) and this General Liability Enhancement Endorsement, the terms of the other endorsement(s) shall be given priority and control over the terms set forth in this General Liability Enhancement Endorsement, even if the terms of such other endorsement(s) have the effect of limiting, excluding or reducing the coverage provided under this General Liability Enhancement Endorsement.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIRD-PARTY NOTICE OF CANCELLATION OR NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE	
First Named Insured: CS Consultants	
Policy Number: [REDACTED]	Policy Period: [REDACTED] - [REDACTED]
Endorsement Effective Date:	
Number of Days' Notice - Nonpayment of Premium:	30
Number of Days' Notice - All Other Reasons:	10
Name And Mailing Address/Email Address of Third Party:	
Per attached schedule	

The cancel or renewal of this Policy will be a null and void if these delivery notice cancellation or renewal to the Third Party shown in the Schedule above at the address shown on the third party notification will also be mailed or delivered to the first named insured.

The number of days prior to the cancellation or renewal that the notice will be mailed or delivered is shown in the Schedule above.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**NOTICE OF CANCELLATION FOR CERTIFICATE
HOLDERS**

This endorsement modifies insurance provided under this policy.

SCHEDULE	
Name of Person(s) / Organization(s)	Email Address
Per attached schedule	

- A. If we cancel this policy for any reason other than nonpayment of premium, we will endeavor to provide notice of such cancellation by electronic mail to any person or organization shown in the schedule above or set forth in a list provided to us by the First Named Insured, subject to the following conditions:**
 - 1. The schedule or list shall only contain the names and e-mail addresses of persons or organizations:**
 - (a) that have been sent a certificate of insurance; and**
 - (b) that you are required to notify in the event of a cancellation of the policy.**
 - 2. You must send us a written request to provide such notice as soon as possible after the First Named Insured shown in the Declarations receives notice from us of the cancellation of this policy;**
 - 3. We must receive such written request no later than 15 days after the date the notice of cancellation was sent by us to the First Named Insured; and**
 - 4. You must provide us with accurate e-mail addresses for all persons and organizations on the schedule and list.**
- B. We will endeavor to maintain proof of e-mailing the electronic notification described in Paragraph A. of this endorsement, but we are not obligated to do so.**
- C. Our delivery of notification of cancellation described in Paragraphs A. of this endorsement is intended as a courtesy only. We have no obligation to do so, nor do we have an obligation to provide such notification within the timeframe that you may have agreed upon with the certificate holder. Our failure to provide such notification will not:**
 - 1. Extend the Policy cancellation date;**
 - 2. Negate the cancellation as to any insured or any certificate holder; or**
 - 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.**
- D. We are not responsible for the accuracy, integrity, timeliness or validity of information contained in the schedule above or the list provided to us described in Paragraphs A. of this endorsement.**

All other terms and conditions of this policy remain unchanged.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

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

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

The additional premium for this endorsement shall be _____% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Any person or organization with whom or with which you have agreed in a written contract to waive your right of recovery against, provided such written contract:

Job Description

See wording under Person or Organization

1. is currently in effect or will be come effective during the term of this policy; and
2. was executed and became effective prior to the occurrence of the injury covered by this policy.

This form only applies in CA.

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

Endorsement Effective
Insured

Policy No. 4087479726
Insurance Company

Endorsement No.

Countersigned By _____

Certificate Of Completion

Envelope Id: 04EA6D46-0831-49DA-80AB-D7F7D789997E

Subject: CSG Consultants, Inc.

Source Envelope:

Document Pages: 48

Certificate Pages: 7

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:

Paul Davison

pdavison@WESTMINSTER-CA.GOV

IP Address: 12.206.145.194

Record Tracking

Status: Original

July 1, 2025 | 15:27

Status: Original

July 17, 2025 | 07:16

Holder: Paul Davison

pdavison@WESTMINSTER-CA.GOV

Holder: Tanya Ramirez

tramirez@westminster-ca.gov

Location: DocuSign

Location: DocuSign

Signer Events

Cyrus Kianpour

cyrus@csgengr.com

President

CSG Consultants Inc.

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

7AC12FF2224A4B2...

Signature Adoption: Pre-selected Style

Using IP Address: 2600:387:c:6c14::7

Timestamp

Sent: July 1, 2025 | 16:24

Resent: July 17, 2025 | 10:27

Viewed: July 17, 2025 | 10:39

Signed: July 17, 2025 | 22:36

Electronic Record and Signature Disclosure:

Accepted: July 11, 2025 | 09:51

ID: ae73f608-4b66-4f12-bed5-55de85b30c27

Erin Backs

EBacks@Westminster-CA.gov

Security Level: Email, Account Authentication
(None)

DS

Signature Adoption: Pre-selected Style

Using IP Address: 12.206.145.194

Sent: July 1, 2025 | 16:24

Viewed: July 1, 2025 | 16:39

Signed: July 1, 2025 | 16:42

Electronic Record and Signature Disclosure:

Accepted: April 17, 2024 | 22:33

ID: e3ece55a-23ac-4471-8550-49bf717bcb16

Jodie Griner

JGriner@Westminster-CA.gov

Security Level: Email, Account Authentication
(None)

DocuSigned by:

5749E0E8B30A462...

Signature Adoption: Pre-selected Style

Using IP Address: 12.206.145.194

Sent: July 1, 2025 | 16:24

Viewed: July 15, 2025 | 08:53

Signed: July 15, 2025 | 08:56

Electronic Record and Signature Disclosure:

Accepted: January 21, 2025 | 16:51

ID: deeb76ac-9a01-4452-b1eb-b72378b051db

Justin Nguyen

JVNguyen@Westminster-CA.gov

Security Level: Email, Account Authentication
(None)

DocuSigned by:

FF7663CB7F2341D...

Signature Adoption: Pre-selected Style

Using IP Address: 12.206.145.194

Sent: July 1, 2025 | 16:24

Viewed: July 1, 2025 | 16:25

Signed: July 1, 2025 | 16:27

Electronic Record and Signature Disclosure:

Accepted: September 11, 2024 | 13:27

ID: 0e14aca9-717a-4e96-8efa-e818a761bf37

Signer Events

Scott Porter
sep@jones-mayer.com
City Attorney
Security Level: Email, Account Authentication (None)

Signature

Signed by:

D97E0F2A7BF0479...

Signature Adoption: Pre-selected Style
Using IP Address: 47.152.40.2


Timestamp

Sent: July 1, 2025 | 16:24
Viewed: July 2, 2025 | 16:45
Signed: July 2, 2025 | 17:26

Electronic Record and Signature Disclosure:

Accepted: July 2, 2025 | 16:45
ID: 4f6ffb4f-f80b-477e-b9e6-0c6db476641d

Sheri VanderDussen
SVanderDussen@WESTMINSTER-CA.GOV
Interim Director of Community Development
Security Level: Email, Account Authentication (None)

Signed by:

C8036634945A418...

Signature Adoption: Pre-selected Style
Using IP Address: 12.206.145.194

Sent: July 1, 2025 | 16:24
Viewed: July 1, 2025 | 16:25
Signed: July 1, 2025 | 16:28

Electronic Record and Signature Disclosure:

Accepted: October 8, 2024 | 10:28
ID: 5c429ca8-c5d1-432e-bd0d-b32ac9701a14

Tanya Ramirez
TRamirez@Westminster-CA.gov
Security Level: Email, Account Authentication (None)

Completed

Using IP Address: 12.206.145.194

Sent: July 1, 2025 | 16:24
Viewed: July 2, 2025 | 15:48
Signed: July 2, 2025 | 15:49

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Christine Cordon
ccordon@westminster-ca.gov
City Manager
Security Level: Email, Account Authentication (None)

DocuSigned by:

E9CB17CEAA77440...

Signature Adoption: Pre-selected Style
Using IP Address: 2a02:26f7:b385:a006:0:4800:0:6
Signed using mobile

Sent: July 21, 2025 | 10:13
Viewed: July 21, 2025 | 11:57
Signed: July 21, 2025 | 11:58

Electronic Record and Signature Disclosure:

Accepted: July 21, 2025 | 11:57
ID: 0740d2d1-183b-4c57-a83d-db5e214f1522

Ashton Arocho
AArocho@WESTMINSTER-CA.GOV
City Clerk
City of Westminster
Security Level: Email, Account Authentication (None)

Signed by:

50F8C4C21CE544C...

Signature Adoption: Pre-selected Style
Using IP Address: 12.206.145.194

Sent: July 17, 2025 | 22:36
Resent: July 21, 2025 | 11:58
Viewed: July 21, 2025 | 10:03
Signed: July 22, 2025 | 10:54

Electronic Record and Signature Disclosure:

Accepted: July 22, 2025 | 10:53
ID: 7dfc00c1-0bb2-460a-ad62-f6946998f9d1

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Cyrus Kianpour
cyrus@csgengr.com
President
CSG Consultants Inc.
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: January 24, 2025 | 10:46
ID: 99263f40-9ded-4f1f-8bb2-75b3ce31b0f6

Patricia Peraza
PPeraza@WESTMINSTER-CA.GOV
Administrative Assistant
City of Westminster
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via Docusign

City Clerk
CityClerkCSR@westminster-ca.gov
City Clerks Office
City of Westminster
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Patricia Peraza
PPeraza@Westminster-CA.gov
Administrative Assistant
City of Westminster
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Cyrus Kianpour
cyrus@csgengr.com
President
CSG Consultants Inc.
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: January 24, 2025 | 10:46
ID: 99263f40-9ded-4f1f-8bb2-75b3ce31b0f6

Witness Events

Notary Events

Envelope Summary Events

Envelope Sent
Envelope Updated
Envelope Updated
Envelope Updated
Envelope Updated
Envelope Updated
Envelope Updated
Envelope Updated

Status

COPIED

COPIED

COPIED

COPIED

COPIED

Signature

Signature

Status

Hashed/Encrypted
Security Checked
Security Checked
Security Checked
Security Checked
Security Checked
Security Checked
Security Checked

Timestamp

Sent: July 8, 2025 | 09:10
Viewed: July 8, 2025 | 14:10

Sent: July 9, 2025 | 14:18

Sent: July 22, 2025 | 10:54

Sent: July 22, 2025 | 10:54

Sent: July 22, 2025 | 10:54

Timestamp

Timestamp

Timestamps

July 1, 2025 | 16:24
July 8, 2025 | 09:10
July 9, 2025 | 14:18
July 17, 2025 | 08:40
July 17, 2025 | 08:40
July 17, 2025 | 10:27
July 17, 2025 | 10:27
July 17, 2025 | 10:27

Envelope Summary Events**Status****Timestamps**

Envelope Updated	Security Checked	July 17, 2025 10:27
Envelope Updated	Security Checked	July 17, 2025 10:27
Envelope Updated	Security Checked	July 21, 2025 10:13
Envelope Updated	Security Checked	July 21, 2025 10:13
Envelope Updated	Security Checked	July 21, 2025 10:13
Envelope Updated	Security Checked	July 21, 2025 10:13
Envelope Updated	Security Checked	July 21, 2025 10:13
Certified Delivered	Security Checked	July 21, 2025 10:03
Signing Complete	Security Checked	July 22, 2025 10:54
Completed	Security Checked	July 22, 2025 10:54

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

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