

FOURTH AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF REDONDO BEACH AND PLACEWORKS, INC.

THIS FOURTH AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("Fourth Amendment") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Placeworks, Inc., a California corporation ("Consultant" or "Contractor").

WHEREAS, on October 4, 2016, the parties hereto originally entered into that certain Agreement for Consulting Services between the City and Consultant ("Agreement"); and

WHEREAS, on December 19, 2017, the parties hereto entered into that certain First Amendment to the Agreement between the City and Consultant ("First Amendment"); and

WHEREAS, on April 16, 2019, the parties hereto entered into that certain Second Amendment to the Agreement between the City and Consultant ("Second Amendment"); and

WHEREAS, on March 17, 2020, the parties hereto entered into that certain Third Amendment to the Agreement between the City and Consultant ("Third Amendment"); and

WHEREAS, City and Consultant desire to amend the Agreement, First Amendment, Second Amendment, and Third Amendment (collectively "Amended Agreement") pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereby agree to make the following amendments to the Amended Agreement:

a. Study Sessions and Public Hearings

EXHIBIT "A" PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES of the Amended Agreement entitled, "**II. Consultant's Duties, Phase 2. Community Engagement Program, Task 2.5 Study Sessions and Public Hearings**" is hereby amended to add the following duties and deliverables:

Study Sessions

At the City's request, Consultant shall co-host study session(s) with the Planning Commission and City Council (joint session if desirable) to provide preliminary feedback regarding the concepts and approaches related to the land use plan.

The format and intent of the study session(s) will vary from the public hearings to adopt the General Plan. These session(s) are intended to keep decision makers informed, get informal approval at key points, and provide an additional opportunity for community participation. Consultant(s) may participate in these study session(s) as determined by the City in lieu of Consultant(s) attending the same number of public hearings prescribed below.

Public Hearings

Consultant shall participate in up to four (4) public hearings for the public draft Revised Land Use; Conservation, Recreation and Parks, and Open Space; Noise; and Safety Elements with both the Planning Commission and City Council (total of eight hearings) as determined by the City. This task includes some preparation in support of the study session(s) or hearings with the City to prepare the PowerPoint presentations and staff reports and the Consultant(s) to be in attendance by up to two staff members of the Consultant as well as representatives from Sub-Consultants Fehr and Peers and BAE, as needed. Sub-Consultant Fehr and Peers will attend up to 3 public meetings (study session or public hearing) and will provide input on the preparation of presentation materials as it relates to land use changes and their effect on transportation.

Consultant(s) shall work with City staff in support of the City staff's development of required staff reports and PowerPoint presentations. At the study session(s) and/or hearings, the Consultant shall be available for presentations and responding to questions and comments received.

City will be responsible for any subsequent work related to revisions of the adopted Local Coastal Program (including text changes or coordination/hearings with the California Coastal Commission).

Deliverables:

- Support City staff's preparation of staff reports and PowerPoint presentations
- Attendance at Study Sessions or Public Hearings (up to 8 total, at Planning Commission and City Council)."

b. Land Use Constraints and Issues - Infrastructure

EXHIBIT "A" PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES of the Agreement entitled, "**II. Consultant's Duties, Phase 3. Review Existing Conditions and Data, Task 3.2 Review of Existing General Plan Land Use and Zoning, Land Use Constraints and Issues - Infrastructure**" is hereby amended to add the following duties and deliverables:

“Land Use Constraints and Issues - Infrastructure

Consultant shall meet with Redondo Beach Public Works staff to assess the availability and adequacy of existing and planned infrastructure to support future development. Analyses shall include wastewater collection and treatment, water supply and distribution facilities, storm drainage infrastructure, and solid and hazardous waste disposal based on review of existing studies and reports. In addition, Consultant shall consult with external service agencies, including Southern California Gas, Southern California Edison, and telecommunications providers. Fuscoe Engineering (FEI) will review available records provided by the City on drainage and wet utilities (water and sewer) to compile “existing conditions” exhibits including a focused effort on infrastructure age, condition, adequacy and capacity. Excludes water supply analysis.

Sub-Consultant (Fuscoe) shall also evaluate the general capacity of the City's infrastructure (storm drain, water and sewer) related to projected land use changes, growth and additional demands on the infrastructure systems. Sub-Consultant (Fuscoe) shall identify opportunities and constraints related to future land use changes and recreational and open space areas for infrastructure improvements and water quality/water conservation opportunities. Prepare an assessment of potential impacts on new development and suggested infrastructure remedies. Sub-Consultant (Fuscoe) shall summarize findings for the general plan with narratives and graphics, including:

- Drainage & Flood Control
- MS4/NPDES Compliance and Regional Water Quality Improvement Opportunities
- Sanitary Sewer
- Domestic Water Services

c. Fiscal Impacts of Land Use Scenarios

EXHIBIT "A" PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES of the Amended Agreement entitled, **“II. Consultant's Duties, Phase 4. Prepare Draft Land Use Element, Task 4.4 Evaluate Fiscal Impacts of Land Use Scenarios”** is hereby amended to add the following duties and deliverables:

“For this task, Sub-Consultant BAE shall conduct a fiscal impact analysis to determine the net fiscal impacts to the City's General Fund for the proposed Land Use Plan. A fiscal impact model shall be prepared to measure the recurring annual impacts of the proposed Land Use Plan at project build out.

Sub-Consultant BAE shall prepare the fiscal model using the City's most recent budget.

Revenues will be based on a hybrid average revenue/marginal revenue approach. Sub-Consultant BAE shall project revenues using a marginal approach (e.g., property taxes, property tax in lieu of VLF, sales taxes) based on development characteristics. Sub-Consultant BAE shall project revenues using an average revenue approach based on the anticipated increase in service population (i.e., new residents plus half of new employment). Sub-Consultant BAE shall use an average cost approach to project new costs. Sub-Consultant BAE shall compare projected revenues to costs in order to determine whether revenues from new development are sufficient to cover the costs of providing municipal services.

Deliverables:

- Fiscal Impact Analysis Report (for proposed Land Use Plan)”

d. Draft Land Use Element

EXHIBIT "A" PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES of the Amended Agreement entitled, “**II. Consultant's Duties, Phase 4. Prepare Draft Land Use Element**” is hereby amended to add the following duties and deliverables:

“Consultant shall prepare a draft updated Land Use Element incorporating revisions to the Land Use Diagram, goals and policies, and implementation programs in consideration of the analyses completed in the preceding work tasks and input from the public outreach and engagement process. In developing the Diagram, one or more alternatives may be identified for areas of change, evaluated for their comparative impacts, and a preferred use selected. Consultant and City shall select the preferred land use plan. Goals and policies shall be revised to reflect the selected plan diagram and address issues regarding continuing utility and relevance.

Consultant supported multiple additional meetings required by GPAC, Planning Commission, and City Council for determining the proposed Land Use Plan to comply with Housing Element requirements. Buildout numbers required multiple reruns. Additional coordination and work with F&P to model and provide input/adjustments based on new buildouts. Additional hours required to prepare element and make final revisions to Element.

Deliverables:

- Administrative draft updated Land Use goals and policies

- Revised draft updated Land Use goals and policies
- Additional exhibits, research, technical consultant reviews, and buildout reruns required in support of additional meetings in the development of the proposed Land Use Plan.”

e. CEQA Review Process

EXHIBIT "A" PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES of the Amended Agreement entitled, “**Phase 8. CEQA Review Process**” is hereby amended to revise the following duties and deliverables:

“Phase 8. CEQA Review Process

Consultant shall conduct a two-phase environmental review process that includes preparing an Initial Study to "scope out" impacts found to be less than significant, then preparing a program-level Environmental Impact Report that is limited to analyses of potentially significant environmental topics. Consultant shall work alongside the City Staff and Consultant's Team and Sub-Consultants to incorporate General Plan policies that mitigate environmental impacts.

Additional consultant resources and updated billing rates are required across the scope of the CEQA review process to address changes in State Environmental Laws since the initial scoping of this Phase in 2016.”

f. Air Quality & Greenhouse Gas Emissions

EXHIBIT "A" PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES of the Amended Agreement entitled, “**Phase 9. Technical Studies, Task 9.3 Air Quality & Greenhouse Gas Emissions**” is hereby amended to revise the following duties and deliverables:

“Task 9.3 Air Quality & Greenhouse Gas Emissions

Consultant shall prepare an air quality and greenhouse gas (GHG) emissions analysis for the City of Redondo Beach General Plan EIR. The air quality and GHG analysis shall be based on the current methodology of the South Coast Air Quality Management District (SCAQMD) for projects in the South Coast Air Basin (SoCAB), and modeling files shall be included as an appendix to the EIR.

Additional qualitative documentation in the Draft EIR to address CEQA caselaw is required for:

- Air Quality (e.g., Friant Ranch) – The EIR section will document the relationship of the regional significance thresholds to health-based impacts in the South Coast Air Basin based on the statements made in

the Amicus Brief by the South Coast Air Quality Management District and the San Joaquin Valley Air Pollution Control District.

- Greenhouse gas emissions (e.g., Golden Door) – Efficiency-based targets that are based on the statewide GHG emissions inventory and forecast in the Scoping Plan may no longer be used as significance thresholds in CEQA. Additionally, the Scoping Plan is being updated to address carbon neutrality targets identified in Executive Order B-55-18. The EIR section will need to address the latest GHG regulations and approach for plan-level analyses to ensure consistency with the latest GHG emissions reduction targets.
- Criteria Air Pollutant Emissions Inventories (Existing and General Plan Buildout): The air quality analysis shall provide an estimate of long-term criteria air pollutant emissions using the latest models (e.g., EMFAC, OFFROAD, CalEEMod). Buildout of the General Plan would generate emissions from an anticipated increase in trips and vehicle miles traveled (VMT) associated with land uses in the City. In addition, use of natural gas and other area sources generate criteria air pollutants. Construction of individual development projects would also generate emissions from vehicles, off-road equipment, off-gas emissions, and fugitive dust. Potential impacts from construction activities associated with implementation of the General Plan shall be described qualitatively. The EIR shall compare criteria air pollutants generated by existing land uses (CEQA Baseline) in the City of Redondo Beach compared to land uses projected at buildout of the City (i.e., not a plan-to-plan analysis). An inventory of criteria air pollutants generated by existing land uses and proposed land uses shall be based on an existing inventory of land uses on the ground and future buildout statistics generated for the proposed Land Use Plan. Cumulative air quality impacts from buildout of the General Plan shall be described based on the emissions inventory compared to SCAQMD's regional significance thresholds.
- Air Quality Management Plan Consistency: The SoCAB is designated nonattainment of the National and/or California ambient air quality standards (MQS) for ozone, nitrogen dioxide, and particulate matter (PM10 and PM2.s). Consistency of the project's regional emissions shall also be evaluated against SCAQMD's Air Quality Management Plan.
- CO Hotspots: The SoCAB has been designated as attainment of the state and federal carbon monoxide (CO) ambient air quality standards. Given that no intersection has exceeded the CO standards since redesignation, quantitative evaluation is not warranted. Instead, the

potential for the proposed project to generate a CO hotspot shall be addressed qualitatively by the Consultant.

- Nuisance Odors: The air quality impact analysis shall describe land uses in the City that have the potential to generate nuisance odors. Buffer distances and/or control measures for sources listed in the SCAQMD's guidelines shall be incorporated.
- GHG Emissions Inventories for the General Plan EIR (CEQA Baseline and General Plan Buildout): Pursuant to current CEQA Guidelines, all phases of the project must be considered (CEQA Guidelines Section 15126). Because the time horizon of a General Plan extends beyond the GHG reduction target year of Assembly Bill 32 (AB 32) (i.e., 2020 compared to General Plan buildout), the GHG impact analysis for the EIR shall identify GHG emissions associated with full buildout of the General Plan. To date, there is no comprehensive statewide plan that identifies GHG reduction programs past 2020. However, the California Air Resources Board (CARB) is currently in the process of updating the Scoping Plan to address interim targets to reach the 2030 goal of reducing GHG emissions to 40 percent below 1990 levels pursuant to Executive Order B-30-15 (anticipated by fall 2017).

The EIR shall include a GHG emissions inventory for the City for the CEQA baseline year and General Plan buildout. The GHG inventory for CEQA baseline and buildout shall provide an estimate of long-term GHG emissions using the latest models (e.g., EMFAC, OFFROAD) for the applicable GHG emissions sectors. Sources of GHG emissions in the City shall be based on those within the City's jurisdictional control and shall utilize the recent GHG emissions inventory and forecast compiled by the City for the Energy Efficiency Climate Action Plan (EECAP) and shall include:

- Residential and Nonresidential Energy (based on electricity use provided by Southern California Edison and natural gas use provided by the Southern California Gas Company)
- Transportation (on-road vehicles based on VMT provided by Sub-Consultant (Fehr & Peers))
- Water Use and Wastewater Treatment (from California Water Services)
- Other Area Sources (e.g., off-road equipment)
- Permitted Sources (GHG for this sector shall be presented, if available from SCAQMD)

The inventories shall be adjusted by the Consultant for reductions associated with statewide programs that have been adopted to reduce GHG emissions. The EIR shall evaluate the impact from the change in GHG emissions in the

City compared to CEQA baseline conditions pursuant to SCAQMD's draft thresholds.

- **Consistency with Plans Adopted for the Purpose of Reducing GHG Emissions:** The GHG section in the EIR shall discuss the City's commitment to reducing GHG emissions in accordance with the GHG reduction goals of AB 32 and Senate Bill 375. Project consistency with CARB's Scoping Plan and the Southern California Association of Governments' (SCAG) 2016 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) shall be reviewed by the Consultant, in accordance with the CEQA requirements.

In addition, the San Gabriel Valley Council of Government (SAVCOG), in partnership with Southern California Edison (SCE), implemented an Energy Wise Partnership for cities in the San Gabriel Valley. As part of this program, an Energy Efficiency chapter of the Climate Action Plan (EECAP) for the City of Redondo Beach was prepared and includes measures to reduce energy use and associated GHG emissions. Consistency with the recommended energy action measures shall be incorporated to ensure consistency with this regional program for the San Gabriel Valley.

Deliverables:

- Analysis incorporated into the EIR and model outputs included as an appendix
- Analysis to include required additional information to address recent CEQA caselaw

g. Noise and Vibration Studies

EXHIBIT "A" PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES of the Amended Agreement entitled, "**Phase 9. Technical Studies, Task 9.5 Noise and Vibration**" is hereby amended to revise the following duties and deliverables:

"Task 9.5 Noise and Vibration

Consultant shall prepare noise and vibration technical analyses to evaluate potential acoustical impacts associated with the Draft General Plan Update. The EIR shall identify the impacts on sensitive land uses from implementation of the focused update of the General Plan. Particular attention shall be paid to areas in the City that are expected to experience the most growth in the coming years. The EIR shall discuss relevant standards and criteria for noise exposure, and the assessment of impacts shall be based on federal, state, and local ordinances, policies, and

standards, including those in the City of Redondo Beach's existing Municipal Code and updated Noise Element.

Additionally, recent CEQA case law and new topical sections concerning Noise and Vibration are now required to be included in the scope of the EIR analysis concerning this issue area.

Existing Noise Conditions

Consultant shall use Consultant's knowledge of similar noise environments to evaluate existing ambient noise conditions and identify potential issues, opportunities, and challenges with respect to noise and land use compatibility.

Transportation Noise

Existing and future vehicular traffic noise shall be assessed using a version of the US Federal Highway Administration (FHWA) Traffic Noise Model. These contours shall rely on traffic forecasts provided in the traffic impact analyses for the General Plan. These analyses shall identify areas along freeway and roadway segments that would be exposed to noise increases above criteria in the City's General Plan Noise Element. In addition, the noise analysis shall identify potential noise impacts to noise-sensitive uses in the City from railways. Aircraft noise from operations at nearby airports (outside the City limits, including LAX, Torrance, and Hawthorne Municipal Airports) would be expected to have minimal impacts on the general community, but shall be addressed for CEQA completeness on a qualitative basis.

Stationary Noise and Land Use Compatibility

Noise impacts from nontransportation sources such as major commercial/industrial uses shall be discussed in terms of potential impacts to nearby noise-sensitive receptors. Future ambient noise and land use compatibility that could be affected by land use changes or by changes in traffic patterns shall be discussed qualitatively in light of the recent related California Supreme Court ruling (CB/A v BAAQMD).

Construction Noise and Vibration

Construction impacts with implementation of the project shall be evaluated at a programmatic level for the General Plan. Future noise and vibration effects from construction activities shall be discussed in terms of accepted standards from the US Federal Transit Administration (FTA). Feasible mitigation measures shall be identified to minimize future construction-related impacts in the study area.

The results of the above analyses shall be summarized in the EIR noise section, and pertinent calculation details shall be provided in an appendix.

Deliverables:

- Analysis incorporated into the EIR, and model outputs included as an appendix
- Incorporation of most recent CEQA case law and new topical sections into the analysis of this issue area.

h. Major Changes in Allowable Land Uses – Article XXVII Traffic Analysis

EXHIBIT "A" PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES of the Amended Agreement entitled, "**Phase 9. Technical Studies, Task 9.6.5 Article XXVII Traffic Analysis**" is hereby added with the following duties and deliverables:

"Task 9.6.5 Article XXVII Traffic Analysis

Consultant shall prepare a focused traffic analysis pursuant to the required provisions within Article XXVII. Major Changes in Allowable Land Use. The Sub-Consultant (Fehr & Peers) shall calculate trips and Level of Service (LOS) at all required "Critical Corridors" and "Critical Intersections" pursuant to Article XXVII. Major Changes in Allowable Land Use resulting from the proposed Land Use Plan. PlaceWorks and City Staff will provide support as necessary.

Deliverables:

- Article XXVII Traffic Impact Analysis for City Staff review (1 electronic version in Word and PDF format)
- Final Article XXVII Traffic Impact Analysis will be attached to the EIR as an addendum (1 electronic version in Word and PDF format)."

i. Water, Wastewater, and Storm Water Utility Systems

EXHIBIT "A" PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES of the Amended Agreement entitled, "**Phase 9. Technical Studies, Task 9.7 Water, Wastewater, and Storm Water Utility Systems**" is hereby amended to revise the following duties and deliverables:

"Task 9.7 Water, Wastewater, and Storm Water Utility Systems

Consultant and Sub-Consultant (Fusco Engineering) shall prepare the Utilities and Service Systems section of the EIR, covering water,

wastewater, and storm Water utility systems. Consultant shall utilize the Baseline Assessment Memorandum, prepared by Sub-Consultant (Fusco Engineering) as part of the General Plan Update process in Phase 3, to inform the environmental setting section. This shall include information on the age, condition, adequacy, and capacity of utilities infrastructure in Redondo Beach.

To assess utilities-related impacts and identify any needed mitigation measures, Consultant shall utilize the results of Sub-Consultant's (Fusco's) evaluation, performed as part of Phase 4, of the general capacity of the City's infrastructure (storm drain, water and sewer) related to projected land use changes, growth, and additional demands on the infrastructure systems. Recommended improvements needed to serve planned future development shall be integrated into both the EIR and the General Plan.

Providers and management organizations that compose the utilities and service system in Redondo Beach include, but are not limited to:

- Los Angeles County Sanitation Districts
- Hermosa-Redondo District, California Water Services Company (CalWater)
- Carson Joint Water Pollution Control Plant
- City of Redondo Beach Solid Waste Division
- Athens Services
- Los Angeles County Department of Public Works
- Cal Recycle
- Southern California Edison
- Southern California Gas Company

Sub-Consultant (Fusco Engineering) shall prepare a technical report to serve as an appendix to the EIR covering infrastructure and water quality evaluations. This report shall include analyses and conclusions per the CEQA Appendix G checklist, as well as concept-level hydrology comparison of existing versus proposed conditions, and all MS4 LID/BMP measures required. Analysis is to exclude any water or sewer hydraulic modeling related to the proposed land use changes. All water and sewer hydraulic modeling analysis to be provided by City or City's hydraulic modeling consultant.

Deliverables:

- Draft Water, Wastewater, and Storm Water Utility Systems Technical Report (1 electronic version in Word and PDF format)

- Final Water, Wastewater, and Storm Water Utility Systems Technical Report (1 electronic version in Word and PDF format)”

j. Technical Studies – Energy (New Task)

EXHIBIT "A" PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES of the Amended Agreement entitled, “**Phase 9. Technical Studies, Task 9.8 Energy**” is hereby added with the following duties and deliverables:

“Task 9.8 Energy

Pursuant to recent changes in CEQA concerning this issue area, additional specific analysis is required. Additional work includes preparation of a standalone EIR section in response to Appendix F checklist questions on whether energy use is wasteful or inefficient. Substantial evidence is needed in support of the Energy section, a quantified analysis of energy impacts shall be completed for operational phase electricity, natural gas, and transportation fuels.

Deliverables:

- Standalone EIR section to include information/analysis to confirm whether energy use is wasteful or inefficient
- Standalone EIR energy section will also include quantified analysis of energy impacts resulting from the proposed Land Use Plan.”

k. Technical Studies – Wildfire (New Task)

EXHIBIT "A" PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES of the Amended Agreement entitled, “**II. Consultant’s Duties, Phase 9. Technical Studies, Task 9.9 Wildfire**” is hereby added with the following duties and deliverables:

“Task 9.8 Wildfire

Pursuant to recent changes in CEQA concerning this issue area, additional specific analysis is required. Additional work includes preparation of a standalone EIR section in response to Appendix F checklist questions on wildfire hazards and evacuation. Although this is a minor issue for the City of Redondo Beach, substantial evidence is needed to explain potential impacts.

Deliverables:

- Standalone EIR section to include information/analysis to confirm impacts and potential mitigation for this issue area

- Standalone EIR wildfire and evacuation section will also include an analysis and identification of potential impacts of from the proposed Land Use Plan concerning this issue area.”

I. Introduction to General Plan (New Task)

EXHIBIT "A" PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES of the Amended Agreement entitled, “**II. Consultant’s Duties, Phase 10. Project Administration, Task 10.3 Introduction to General Plan**” is hereby added with the following duties and deliverables:

“Task 10.3 Introduction to General Plan

Consultant shall prepare an “Introduction” chapter that will serve to document the overall process, general assumptions, and context that supported the General Plan Advisory Committee, and other appointed and elected officials in the development of the General Plan Update.

Additionally, the “Introduction” shall provide an overview of the Vision and Guiding Principles and also new goals and policies related to community engagement. The “Introduction” shall also serve to reference/connect/organize, with a “Table of Contents”, the various General Plan Elements that are included in this update as well as those existing General Plan Elements that have not been updated.

Deliverables:

- General Plan Introduction Chapter that includes:
 - Summary of the overall process, general assumptions, and context that supported the General Plan Advisory Committee, and other appointed and elected officials in the development of this General Plan Update.
 - An overview of the Vision and Guiding Principles and also new goals and policies related to community engagement.
 - References/connects/organizes (table of contents) the various General Plan Elements that are included in this update as well as those existing General Plan Elements that have not been updated.”

m. EXHIBIT "B" SCHEDULE FOR COMPLETION of the Amended Agreement is hereby amended as follows:

“The term of this Agreement shall extend to December 31, 2023 (“Term”) unless otherwise terminated as herein provided. The Agreement shall automatically renew for a subsequent annual term upon the City Manager providing notice to Consultant at least 30 days prior to the expiration of

the Term. In no event shall the Agreement extend beyond December 31, 2024.”

- n. **EXHIBIT "C" COMPENSATION** of the Amended Agreement is hereby amended and revised to increase the total cost for this Fourth Amendment from **\$1,436,608** to an amount not to exceed **\$1,761,647**. Tasks with budgets available for repurpose/reallocation are itemized first followed by additional budgets required to complete identified tasks.

STUDY SESSIONS AND PUBLIC HEARINGS	
Task 2.5	
<ul style="list-style-type: none"> • (\$20,982 originally budgeted) • (\$4,000 repurposed/reallocated with Third Amendment) • \$12,000 additional required to complete task 	\$12,000
TOTAL Task 2.5 (Fourth Amendment)	\$12,000

LAND USE CONSTRAINTS AND ISSUES – INFRASTRUCTURE (SUBCONSULTANT FUSCOCE)	
Task 3.2	
<ul style="list-style-type: none"> • (\$18,284 originally budgeted) • \$2,300 additional required to complete task 	\$2,300
TOTAL Task 3.2 (Fourth Amendment)	\$2,300

DRAFT LAND USE ELEMENT	
Phase 4	
<ul style="list-style-type: none"> • (\$60,698 originally budgeted) • \$65,000 additional required to complete task 	\$65,000
TOTAL Phase 4 (Fourth Amendment)	\$65,000

FISCAL IMPACTS OF LAND USE SCENARIOS (SUBCONSULTANT BAE)	
Task 4.4	
<ul style="list-style-type: none"> • (\$18,014 originally budgeted) • (\$13,650 of the originally budgeted funds were repurposed administratively for additional economic analysis and participation of the economic consultant at GPAC meetings in the development of AACAP – Tasks 12.4 and 12.12 AACAP) • (\$10,000 additionally budgeted, Third Amendment) • \$15,400 additional required to complete task 	\$15,400
TOTAL Task 4.4 (Fourth Amendment)	\$15,400

CEQA REVIEW PROCESS	
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Phase 8	
<ul style="list-style-type: none"> • (\$98,752 originally budgeted) • \$37,305 additional required to complete task 	\$37,305
TOTAL Phase 8 (Fourth Amendment)	\$37,305

AIR QUALITY & GREENHOUSE GAS EMISSIONS	
Task 9.3	
<ul style="list-style-type: none"> • (\$14,392 originally budgeted) • \$15,455 additional required to complete task 	\$15,455
TOTAL Task 9.3 (Fourth Amendment)	\$15,455

NOISE AND VIBRATION STUDIES	
Task 9.5	
<ul style="list-style-type: none"> • (\$10,0098 originally budgeted) • \$16,500 additional required to complete task 	\$16,500
TOTAL Task 9.5 (Fourth Amendment)	\$16,500

MAJOR CHANGES IN ALLOWABLE LAND USES – ARTICLE XXVII TRAFFIC ANALYSIS (NEW TASK – SUBCONSULTANT FEHR & PEERS)	
Task 9.6.5 Article XXVII Traffic Analysis (New Task)	
<ul style="list-style-type: none"> • (\$0, not originally budgeted) • \$40,900 required to complete task 	\$40,900
TOTAL Task 9.6.5 (New Task – Fourth Amendment)	\$40,900

WATER, WASTEWATER, AND STORM WATER UTILITY SYSTEMS (SUBCONSULTANT FUSCOE)	
Task 9.7	
<ul style="list-style-type: none"> • (\$22,000 originally budgeted) • \$4,840 additional required to complete task 	\$4,840
TOTAL Task 9.7 (Fourth Amendment)	\$4,840

TECHNICAL STUDIES – ENERGY (NEW TASK)	
Task 9.8 Technical Studies - Energy (New Task)	
<ul style="list-style-type: none"> • (\$0, not originally budgeted) • \$5,250 required to complete task 	\$5,250
TOTAL Task 9.8 (New Task – Fourth Amendment)	\$5,250

TECHNICAL STUDIES – WILDFIRE (NEW TASK)	
Task 9.9 Technical Studies - Wildfire (New Task)	
<ul style="list-style-type: none"> • (\$0, not originally budgeted) • \$6,550 required to complete task 	\$6,550
TOTAL Task 9.9 (New Task – Fourth Amendment)	\$6,550

DAY-TO-DAY PROJECT COORDINATION AND SCHEDULE	
Task 10.1	
<ul style="list-style-type: none"> • (\$25,949 originally budgeted) • (\$15,480 additionally budgeted, Second Amendment) • \$12,000 additional required to complete task 	\$12,000
TOTAL Task 10.1 (Fourth Amendment)	\$12,000

PROJECT TEAM MEETINGS	
Task 10.2	
<ul style="list-style-type: none"> • (\$23,868 originally budgeted) • (\$30,000 additionally budgeted, Second Amendment) • (\$15,840 additional budgeted, Third Amendment) • \$43,420 additional required to complete task 	\$43,420
TOTAL Task 10.2 (Fourth Amendment)	\$43,420

INTRODUCTION TO GENERAL PLAN (NEW TASK)	
Task 10.3 Introduction to General Plan (New Task)	
<ul style="list-style-type: none"> • (\$0, not originally budgeted) • \$5,500 required to complete task 	\$5,500
TOTAL Task 10.3 (New Task – Fourth Amendment)	\$5,500

SAFETY ELEMENT PREPARATION	
Task 11.1	
<ul style="list-style-type: none"> • (\$7,500 originally budgeted) • (\$10,000 additionally budgeted, Third Amendment) • \$2,500 additional required to complete task 	\$2,500
TOTAL Task 11.1 (Fourth Amendment)	\$2,500

Subtotal – Fourth Amendment **\$284,920**

Reimbursables – PlaceWorks: Additional required to complete project	\$10,819
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Reimbursables – Fehr & Peers: Additional required to complete project	\$19,300
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Contingency: Additional to complete project	\$10,000
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GRAND TOTAL – Fourth Amendment	\$325,039
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Notes: Reimbursable expenses are estimated above and include the costs for printing, photography, copies, blueprinting, and deliveries. The above budget

is an estimate. Actual reimbursable expenses will be billed at cost plus 12.5%.

o. Modification

Except as expressly set forth herein, the Agreement, the First Amendment, the Second Amendment, and the Third Amendment shall continue in full force and effect. The Agreement together with the First Amendment, Second Amendment, Third Amendment and this Fourth Amendment constitute the entire agreement between the parties and supersedes any previous oral or written agreement. In the event of any inconsistency between this Fourth Amendment and the Agreement, First Amendment, Second Amendment, and Third Amendment the terms of this Fourth Amendment shall prevail. This Fourth Amendment may be modified or amended only by a subsequent writing executed by all of the parties and approval by the City Council.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have entered into this Fourth Amendment as of this 4th day of October 2022.

CITY OF REDONDO BEACH
A chartered municipality

PLACEWORKS, INC.
a California Corporation

DocuSigned by:

Nils H. Nehrenheim

DC2A3D6CA98045B...

For William C. Brand, Mayor
Nils H. Nehrenheim,
Mayor Pro Tempore

DocuSigned by:

Wendy Nowak

AA27F1E389504BE...

By: _____
Name: Wendy Nowak
Title: Principal

ATTEST:

APPROVED

DocuSigned by:

Eleanor Manzano

72F2AC716C214CF...

Eleanor Manzano, City Clerk

DocuSigned by:

Diane Strickfaden

ABED8CF35EEF48C...

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

DocuSigned by:

Michael W. Webb

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Michael W. Webb, City Attorney



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh Risk & Insurance Services		NAMED INSURED PlaceWorks, Inc 3 MacArthur Place, Suite 1100 Santa Ana, CA 92707
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

Errors & Omissions Retro Dates:
7/1/99 - Planning Center, Inc.
1/1/87 - Design Community & Engineering Inc.

Subject to policy terms, conditions, limitations and exclusions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS F. HIRED AUTO - LIMITED WORLDWIDE COVERAGE - INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE - GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE - LOSS OF USE - INCREASED LIMIT I. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
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PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

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

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of SECTION IV - BUSINESS AUTO CONDITIONS:

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

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

permission, while performing duties related to the conduct of your business.

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

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

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

E. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO - LIMITED WORLDWIDE COVERAGE - INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph 8.7., **Policy Period, Coverage Territory**, of SECTION IV - BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II - COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II - COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE - GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE - LOSS OF USE - INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph 8.3., **Exclusions**, of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- The airbags are not covered under any warranty; and
- The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV- BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- You (if you are an individual);
- A partner (if you are a partnership);
- A member (if you are a limited liability company);
- An executive officer, director or insurance manager (if you are a corporation or other organization); or
- Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV - BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph 8.2., **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV - BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Person(s) or Organization(s):	Location And Description Of Completed Operations
Where Required By Written Contract.	Where Required By Written Contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NON--CONTRIBUTORY ADDITIONAL
INSURED WITH WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

SCHEDULE

<p>Name of Additional Insured Person(s) or Organization(s) Where Required by Written Contract</p>

A. SECTION III - WHO IS AN INSURED within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to "claims" caused in whole or in part, by "your work" for that person or organization performed by you, or by those acting on your behalf.

This insurance shall be primary and non-contributory, but only in the event of a named Insured's sole negligence.

B. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for "damages" arising out of "your work" performed under a designated project or contract with that person(s) or organization(s).

C. This Endorsement does not reinstate or increase the Limits of Insurance applicable to any "claim" to which the coverage afforded by this Endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh Risk & Insurance Services		NAMED INSURED PlaceWorks, Inc 3 MacArthur Place, Suite 1100 Santa Ana, CA 92707	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Errors & Omissions Retro Dates:
 7/1/99 - Planning Center, Inc.
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Subject to policy terms, conditions, limitations and exclusions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

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| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS F. HIRED AUTO - LIMITED WORLDWIDE COVERAGE - INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE - GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE - LOSS OF USE - INCREASED LIMIT I. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

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

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of SECTION IV - BUSINESS AUTO CONDITIONS:

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

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

permission, while performing duties related to the conduct of your business.

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

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II - COVERED AUTOS LIABILITY COVERAGE**:

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

E. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II - COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II - COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO - LIMITED WORLDWIDE COVERAGE - INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph 8.7., **Policy Period, Coverage Territory**, of **SECTION IV - BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II - COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II - COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE - GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE - LOSS OF USE - INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph 8.3., **Exclusions**, of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- The airbags are not covered under any warranty; and
- The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV- BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- You (if you are an individual);
- A partner (if you are a partnership);
- A member (if you are a limited liability company);
- An executive officer, director or insurance manager (if you are a corporation or other organization); or
- Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV - BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph 8.2., **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV - BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Person(s) or Organization(s):	Location And Description Of Completed Operations
Where Required By Written Contract.	Where Required By Written Contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NON--CONTRIBUTORY ADDITIONAL
INSURED WITH WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

SCHEDULE

<p>Name of Additional Insured Person(s) or Organization(s) Where Required by Written Contract</p>

A. SECTION III - WHO IS AN INSURED within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to "claims" caused in whole or in part, by "your work" for that person or organization performed by you, or by those acting on your behalf.

This insurance shall be primary and non-contributory, but only in the event of a named Insured's sole negligence.

B. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for "damages" arising out of "your work" performed under a designated project or contract with that person(s) or organization(s).

C. This Endorsement does not reinstate or increase the Limits of Insurance applicable to any "claim" to which the coverage afforded by this Endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.