

**SECOND AMENDMENT TO AGREEMENT**

This SECOND Amendment to the Agreement (“Second Amendment”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the CITY OF ALAMEDA, a municipal corporation (“the City”) and ELS, dba ELS Architecture and Urban Design, a California corporation whose address is 2040 Addison St, Berkeley CA 94704, (hereinafter “Provider”), is made with reference to the following:

## RECITALS:

A. On July 16, 2024, an agreement was entered into by and between the City and Provider (“Agreement”) in an amount not to exceed \$503,687.50, for the design of the Alameda Aquatic Center.

B. On December 19, 2024, the Agreement was amended between the City and Provider (“First Amendment”) with additional compensation not to exceed \$1,009,434.00 for services to be rendered after June 1, 2024 and with a total aggregate compensation not to exceed \$1,513,121.50.

C. The City has requested Provider to provide additional services at an additional cost and Provider is willing to do on the terms and conditions in this Second Amendment.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. Paragraph 2, SCOPE OF WORK, of the Agreement is modified to read as follows:

Provider shall provide all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A-1,2 as requested. The Provider acknowledges that the work plan included in Exhibit A-1,2 is tentative and does not commit the City to request Provider to perform all tasks included therein.]

2. Paragraph 3, COMPENSATION TO PROVIDER, is modified to read as follows:

a. By the 7<sup>th</sup> day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit A-1,2 and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or his/her designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit A-1,2.

b. Provider shall be compensated for the services performed in accordance with the Agreement and the First Amendment consistent with the terms of those Agreement and First Amendment. Provider shall also be compensated for the services described in Exhibit A-1,2 performed after the date of this Second Amendment. Compensation for services performed pursuant

to the Second Agreement shall not exceed \$1,761,715 and total compensation for the Agreement, First Amendment and Second Amendment shall not exceed \$3,274,836.50.

4. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

*Signatures on following page*

IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed on the day and year first above written.

ELS dba ELS Architecture and Urban Design  
A California Corporation

CITY OF ALAMEDA  
A Municipal Corporation

DocuSigned by:  
  
580297D3CCDC446...  
Clarence Mamuyac  
CEO

\_\_\_\_\_  
Jennifer Ott  
City Manager

DocuSigned by:  
  
3CE027DD04064B8...  
Gerald Navarro  
CFO

RECOMMENDED FOR APPROVAL:

DocuSigned by:  
  
F9D7CCA807754F2...  
Justin Long  
Recreation and Park Director

APPROVED AS TO FORM:  
City Attorney

Signed by:  
  
7CE53AE1DAA84DE...  
Michael Roush  
Special Counsel



**AAC Additional Service Request No. 02- Off-Site Improvements**

Date April 17, 2025  
 To Justin Long, Director Alameda Recreation and Parks Department  
 From William Gordon  
 Project Alameda Aquatic Center  
 Subject Request for Additional Service Fees- Off-Site Improvements

The following proposed scope and schedule changes include:

**OFF-SITE IMPROVEMENTS DESIGN**

Provide design and documentation to cover Recommendations #1, 7, and 9 noted in the “Alameda Aquatic Center Project – Transportation Impact Analysis” prepared by Fehr & Peers dated March 7.

Documents attached: Detailed description of services.

For the scope and schedule changes noted above, following is a breakdown of our request for additional fees by the design team.

**ADDITIONAL SERVICE FEES REQUESTED:**

<b>ELS</b>		
William Gordon	4 hours x \$250/hr	\$1,000
Lauren Wynveen	4 hours x \$165/hr	\$660
ELS Total Fee for Additional Scope		\$1,660
<b>BKF</b>		\$16,480
Consultant’s Total Fee for Additional Scope		\$16,480
<b>Total Additional Service Fees Requested</b>		<b>\$18,140</b>

If the City of Alameda is agreeable to the above, please sign below and return a signed copy to our office. This memorandum will serve as an amendment to our agreement, which will increase our total contract dollar amount by **\$18,140.00 (Eighteen Thousand, One Hundred Forty Dollars and Zero Cents)** to cover Additional Service items described above.



Thank you in advance for your consideration. Should you have any questions, please do not hesitate to contact me.

APPROVED

-----  
Justin Long, City of Alameda

**End of AAC Additional Service Request No. 02- Off-Site Improvements**



April 14, 2025  
BKF No. C20240076-10

William Gordon  
ELS Architecture and Urban Design  
2040 Addison Street  
Berkeley, CA 94704

Transmitted Via Email: [wgordon@elsarch.com](mailto:wgordon@elsarch.com)

**Subject: Additional Service Request #03 – Off-Site Design  
Alameda Aquatic Center**

Dear Mr. William Gordon:

Per your request, we have prepared this additional service request that addresses work outside the limits of our current contractual scope of work. Below I have identified each item with the approximate level of effort needed to address the additional tasks.

**I. ADDITIONAL SCOPE OF SERVICES**

**TASK 1: OFF-SITE DESIGN**

1. **Coordination:** Based on the recommendation in the “Alameda Aquatic Center Project – Transportation Impact Analysis” prepared by Fehr & Peers dated March 7, 2025, BKF will work with the design team to incorporate Recommendations #1, 7, and 9 as shown in Figure 8 *Atlantic Avenue Conceptual Improvements*.
  - a. **Recommendation #1** – Stripe a 100-foot westbound left-turn lane with a 60-foot taper along Atlantic at the Project driveway.
  - b. **Recommendation #7** – Install R26(S) (CA) “No Stopping Anytime” signs and paint red curb on both sides of Atlantic Avenue along Project frontage to prohibit vehicles from using the existing Class II bicycle facilities for pickups and drop-offs.
  - c. **Recommendation #9** – Install the following at the proposed crosswalk across Atlantic Avenue between the Marina Village Research Park and the Project Driveways:
    - i. High-visibility crosswalk markings.
    - ii. Rectangular Rapid-Flashing Beacons (RRFBs) on both sides of the crosswalk.
    - iii. A raised center median between the Marina Village Research Park and the Project driveways.
2. **Scope:** BKF will prepare drawings if the mid-block crossing with a rectangular rapid flashing beacon (RRDB) system according to the City of Alameda Standards, as well as the cut sheet provided for Model R920-E manufactured by Carmanah (see attached). It is anticipated that the system will utilize solar power and will therefore not require an electrical service from Alameda Power.
3. **Stormwater Treatment:** For new and replaced impervious surfaces in the public right of way, the project team will utilize an in-lieu treatment approach for stormwater treatment. This will consolidate the footprint of stormwater treatment while meeting the County C3 requirements.
4. **Submittals:** BKF will provide a 50% submittal for internal review by the project owner and City Staff. BKF will next provide a 95% submittal as the permitting set. The first response to City comments will be considered the 100% submittal.

April 14, 2025

**II. COMPENSATION**

BKF proposes to provide the services on a lump sum basis. We will invoice for our services on a percent complete basis per task summarized as follows:

Task	Description	Fee
1	Off-Site Design – Atlantic Ave	\$16,480
		<b>\$16,480</b>

Please contact me at 925-940-2253 if you have any questions regarding the additional scope items or if we need to meet to review them.

Respectfully,  
BKF Engineers

Christine Gurske, PE, Assoc. DBIA  
Project Manager

Eric Swanson, PE DBIA  
Associate Principal

Authorized to proceed per the terms described herein:

**ELS Architecture & Urban Design**

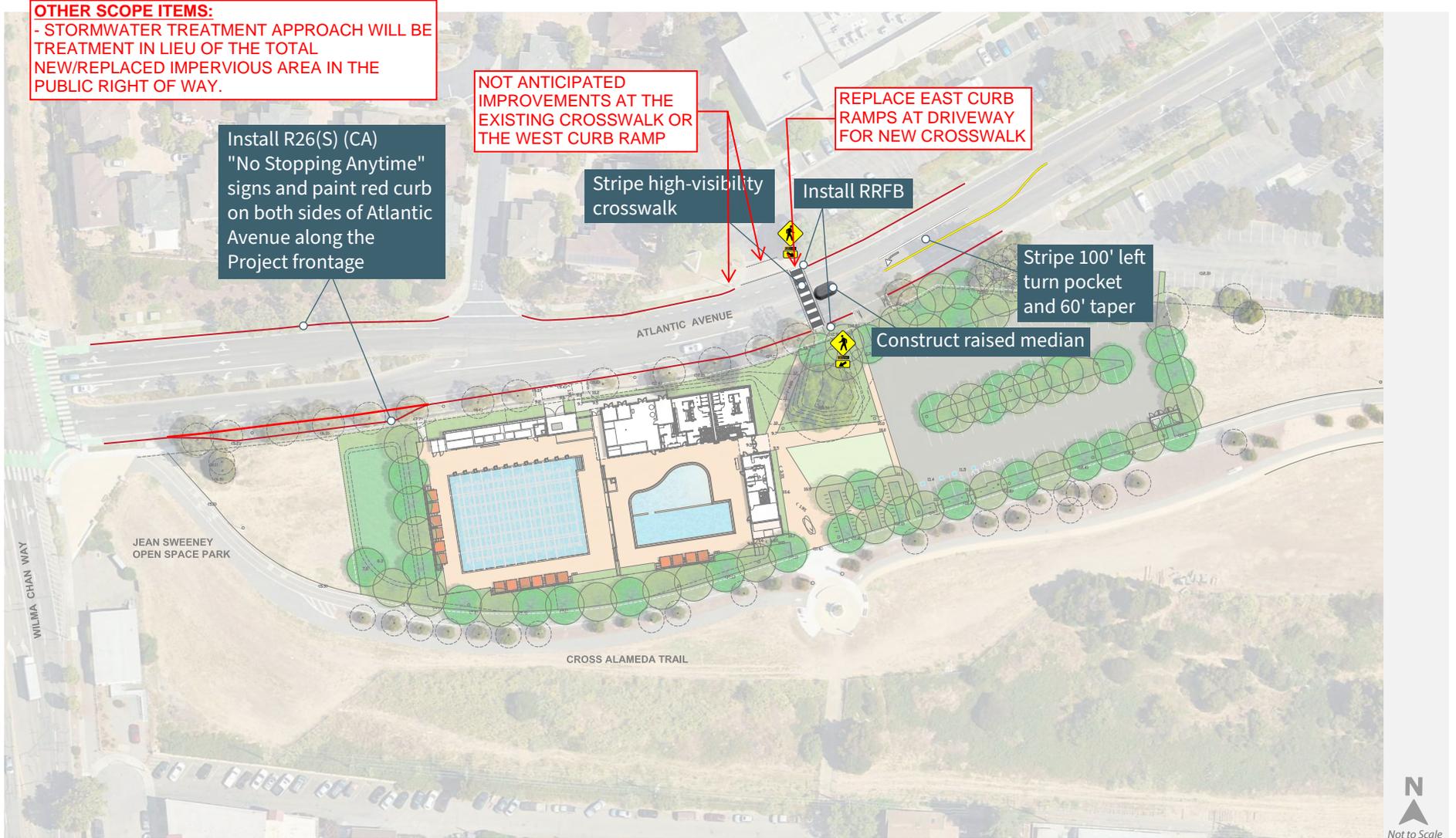
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date





Site Plan Source: ELS Architecture + Urban Design, Feb. 14, 2025



Figure 8

# R920-E

## Solar-Powered Rectangular Rapid Flashing Beacon Data Sheet



Rectangular rapid flashing beacons (RRFBs) improve pedestrian safety by increasing yield rates to 72-96% at crosswalks:

- ✓ Meets 11th Ed. MUTCD (Chapter 4L) and MUTCDC Canada Standards and is Buy America/ BABA compliant
- ✓ Compact and lightweight solar engine
- ✓ Audible pushbutton activation with all ADA compliance features
- ✓ Solar Power Report™ (SPR) prepared for every location to ensure battery longevity

### Superior Design and Technology

The R920-E utilizes a self-contained solar engine integrating the Energy Management System (EMS) with an on-board user interface, housed in a compact enclosure together with the batteries and solar panel. MUTCD interim approval IA-21 flash pattern and multiple configurations enable the R920-E to handle all crosswalk applications.

### Easy Installation

With its highly efficient and compact design, installation is quick and uncomplicated, dramatically reducing installation costs. Retrofitting can be done where existing sign bases are used to enhance existing marked crosswalks in minutes, and new installations can be completed without the cost of larger poles, new bases, and trenching.

### Advanced User Interface

The R920-E comes with an on-board user interface for quick configuration and status monitoring. It allows for simple in-the-field adjustment of flash pattern, duration, intensity, ambient auto adjust, night dimming, and many more. Settings are automatically sent wirelessly to all units in the system.

### Reliable

Every solar-powered model is solar-sized by location to ensure year-after-year operation. Carmanah includes a Solar Power Report to prove sustainability over a 12-month period.



MUTCD compliant



Buy America compliant



5-year limited warranty



Solar-sized for every location

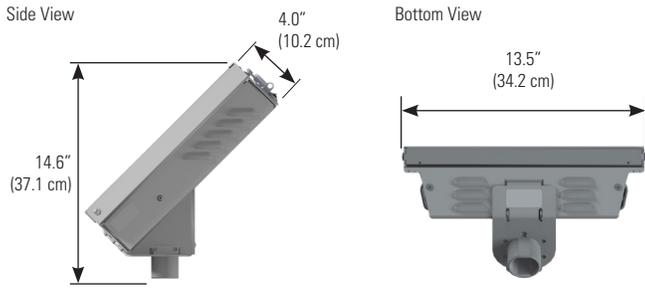
# R920-E

## Solar-Powered Rectangular Rapid Flashing Beacon Data Sheet

1.844.412.8395 | traffic@carmanah.com | carmanah.com



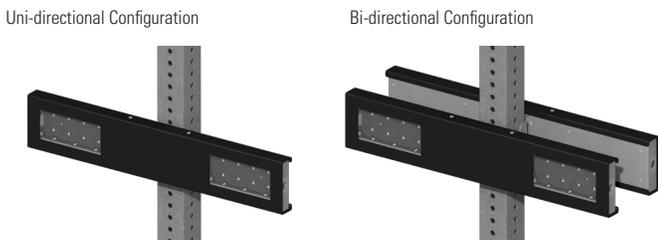
### SOLAR ENGINE DIMENSIONS



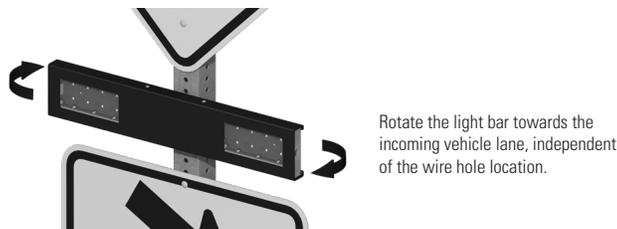
### SOLAR ENGINE MOUNTING



### LIGHT BAR CONFIGURATION



### IN-THE-FIELD AIMING



### BEACON SPECIFICATIONS

Optical	Configurable to MUTCD 11th Ed. (Chapter 4S) Standard
	Purpose-built light bar optics = maximum efficiency and no stray light
	Exceeds SAE J595 class 1 intensity by 2.5 to 3x when used as recommended
	Meets SAE J578 chromaticity
	3 in (76 mm) x 7 in (178 mm) clear, UV-rated polycarbonate lens with yellow LEDs
	High-power LEDs: +90% lumen maintenance (L90) based on IES LM-80
Side-emitting pedestrian confirmation LEDs	
Independent, stainless steel mounting brackets make back-to-back installation simple and enable in-field aiming for maximum effectiveness	
Yellow, black, or green powder coated light bar covers	

### SYSTEM SPECIFICATIONS

On-Board User Interface (OBU)	Adjustable system settings with auto-scrolling LED display on our latest EMS
	System test, status, and fault detection: battery, solar, button, beacon, radio, day/night
	Flash patterns meet MUTCD 11th Ed. (4L.03) Standards
	Input: momentary for pushbutton activation, normally open switch, normally closed switch, dusk-to-dawn operation
	Flash duration: 5 sec. to 1 hr.
	Intensity setting: 20 to 1400 mA for multiple RRFBs, circular beacons, or LED enhanced signs
	Nighttime dimming: 10 to 100% of daytime intensity
	Ambient Auto Adjust: increases intensity during bright daytime
	Automatic Light Control: reduces intensity if the battery is extremely low
	Temperature correction: yellow beacons
Beacon Communication	Calendar: internal time clock function
	Radio settings: enable/disable, selectable channel from 1 to 14
	Output: enabled when beacons flashing daytime and nighttime, or nighttime only
	Activation counts and data reporting via OBU or optional USB connection
	Encrypted, wireless radio with 2.4 GHz mesh technology
	Wireless update of settings from any unit to all systems on the same radio channel
	User-selectable multiple channels to group different beacons and ensure a robust wireless signal
	Communicates with all other Gen III radio-enabled systems including our R820-E, -F, and -G circular beacons
	Instantaneous wireless activation: <150 ms
	Wireless range: 1000 ft (305 m)
Energy Collection	Integrated, vandal-resistant antenna
	15 W high-efficiency photovoltaic solar panel
	45 deg tilt for optimal energy collection
	Maximum Power Point Tracking with Temperature Compensation (MPPT-TC) battery charger for optimal energy collection in all solar and battery conditions
Energy Storage	12 V 14 Ahr. battery system
	Replaceable, recyclable, sealed, maintenance-free, best-in-class AGM batteries offer the widest temperature range and longest life
	Battery design life: +5 yrs.
	Tool-less battery change with quick connect terminals and strapping for easy installation
Solar Engine Construction	Weatherproof, gasketed enclosure with vents for ambient air transfer (NEMA 3R)
	Lockable, hinged lid for access to on-board user interface and batteries
	Corrosion-resistant aluminum with stainless steel hardware
	Raw aluminum finish or yellow, black, or green powder coated
	Prewired to minimize installation time
	High-efficiency optics and EMS = the most compact, lightweight system
	19 lb (8.6 kg) including batteries, excluding beacons and pushbutton
Environmental	-35 to 165° F (-37 to 74° C) system operating temperature
	-40 to 140° F (-40 to 60° C) battery operating temperature
	150 mph (241 kph) wind speed as per AASHTO LTS-6
Activation	Pushbutton: ADA-compliant, piezo-driven with visual LED and two-tone audible confirmation
	Audible pushbutton station: ADA-compliant, piezo-driven with visual LED and customizable voice message confirmation
<b>Warranty</b>	<b>5-year limited warranty, 1-year limited on batteries</b>
Customize	<a href="#">Build an RRFB online</a>

**Specifications subject to local environmental conditions, and may be subject to change.**  
 All Carmanah products are manufactured in facilities that are certified to ISO quality standards.  
 "Carmanah" and Carmanah logo are trademarks of Carmanah Technologies Corp.  
 © 2024, Carmanah Technologies Corp.  
 Document: Carmanah\_DATA\_R920-E\_RevV

**EXHIBIT A-1,2**

March 10, 2025

Mr. Justin Long, Director  
Alameda Recreation and Parks Department  
City of Alameda  
2226 Santa Clara Avenue  
Alameda, CA 94501

Subject: Proposal for Extension of Professional Design Services for the Alameda Aquatic Center  
to include: **Construction Documents, Bid and Permit and Construction Administration Phases**

Dear Mr. Long:

**ELS Architecture and Urban Design (ELS)** is pleased to submit our proposed fees to provide extended professional architectural and engineering services for the **Alameda Aquatic Center**. This proposal includes our assumptions; our lump sum, not-to-exceed fee amount; our description of reimbursable expenses; our list of potential additional services; and our list of exclusions and provisions.

This effort largely aligns with the services described under the original Design-Build contract with Blach Construction. However, now that the project will follow a Design/Bid/Build delivery format, ELS will be responsible for providing services previously under Blach's domain. Those services under ELS and included in this proposal are services for: mechanical, electrical (lighting design and photometrics), plumbing, and low voltage engineering infrastructure (conduits, boxes and plates for telephone/data, AV, security, fire alarm, and we assume that the city will contract directly with vendor to design, engineer and install low voltage systems based upon the base infrastructure design that will be provided under our proposed services), building envelope modeling, cost estimating, and supplemental construction administration services.

We are also including services for baseline all-electric design. This will include heat pump technology but not solar energy collection infrastructure (whether photovoltaic or photovoltaic/thermal panels), as the investment will not fit within the current project budget. During the recent collaboration sessions between ELS, ARPD, and Alameda Municipal Power (AMP), we are optimistic about adding some combination of solar energy and microgrid infrastructure as part of a demonstration project sponsored by AMP. Should the AMP demonstration project move forward, we will gladly prepare an additional services proposal upon request.

## **BACKGROUND**

Since the Stop Work Notice to Blach Construction on June 3, 2024, for work defined under the Blach Design-Build Agreement, ELS was directly engaged by the City of Alameda (City) to continue the Conceptual Design Phase and an extended Community Engagement effort that included an additional workshop on August 3, 2024, and associated pre- and post-workshop activities and tasks.

On September 17, 2024, the Alameda City Council approved the Final Concept Design required the project to operate as an all-electric facility. All-electric operations will eliminate greenhouse gas emissions, bringing the project into alignment with the City's Climate Action and Resiliency Plan. The City Council's approval was based upon a Community Engagement effort that included input from 1,400+ Alameda residents via four different public meetings and multiple online and in-person surveys.

Also on September 17, 2024, the City approved an extension of ELS' professional design services to complete the Schematic Design Phase. ELS has finished the Schematic Design effort, which began on October 9, 2024, and was completed in early December, 2024.

On December 19, 2024, and following the completion of the Schematic Design Phase, our contract with the City was amended to provide services for the Design Development Phase, which is approximately 50% complete, and targeted for 100% completion by April 11, 2025. To keep the project on track and to meet the project

Mr. Justin Long  
March 10, 2025  
Page 2 of 4

schedule for permitting and bidding this coming fall, we will need to advance to the Construction Documents Phase immediately upon completion of the Design Development Phase on April 11, 2025.

Since the city has moved to a Design/Bid/Build format, in lieu of Design-Build; pursuant to the city's request, we have prepared this proposal for extending our current Design Development Phase effort to include the final phases of design, which include **Construction Documents, Bidding and Permitting and Construction Administration.**

## ASSUMPTIONS

### PROJECT SCOPE

Following completion of the Design Development Phase, ELS will execute the following traditional design phases as defined by the American Institute of Architects when the Owner has hired a PM for Bid, Permit and Construction Administration Phases:

- Construction Documents Phase
- Concurrent Bid and Permit Phases (ELS is supporting the efforts of Griffin Structures, the City's PM)
- Construction Administration Phase (ELS is supporting the efforts of Griffin Structures, the City's PM)
- Project Closeout (ELS is supporting the efforts of Griffin Structures, the City's PM)

### PROJECT BUDGET

\$35,500,000

*Revised from \$30,000,000 to allow for the inclusion of:*

- a. soils improvements to mitigate liquefaction and water table issues;*
- b. design, engineering and construction to deliver an aquatic center that uses all-electric operations; and*
- c. cost escalation of construction following the City's establishment of a \$30MM budget, pre-2024.*

As mentioned, the City and ELS are exploring the potential of a collaborative partnership with AMP to transform the aquatic center into a demonstration/STEAM-oriented demonstration site for the benefit of AMP's customer base. Scope for this effort will be covered under a separate ELS proposal.

### DESIGN SCHEDULE

Following the completion of Schematic Design, we anticipate the following schedule:

- **Design Development** **In progress - 04/11/2025**
  - **Planning Commission** **05/2025**  
*Considers recommendation to City Council to certify the amended MND and approve the project*
  - **City Council** **05/2025**  
*Considers certification of the amended MND and approving the project*
- **Construction Documents** **04/14/2025 - 08/15/2025**
- **Bid and Permit** **08/18/2025 - 10/03/2025**

Mr. Justin Long  
March 10, 2025  
Page 3 of 4

- **Contract Negotiations/City Council Approval of Construction Contract** **10/03/2025 - 10/31/2025**
- **Construction Administration** **11/03/2025 - 07/01/2027**

### CONSULTANT TEAM

To deliver the above scope of work, we propose to continue with our current consultant team as follows:

BKF	Civil
SWA	Landscape Architecture
Aquatic Design Group	Pools
Forell/Ellsesser	Structural
Guttman & Blaevoet	Mechanical, Electrical, Plumbing, Lighting, Low Voltage
Mack 5	Cost
Edson Design	Furnishings
Muller Design	Kitchen/Food Service/Snack Bar
SGH	Waterproofing
Specifications West	Specifications

### PROFESSIONAL DESIGN FEES

We are proposing a Not-to-Exceed Lump Sum Fee, for Basic Services, to be invoiced monthly, on a percentage complete basis. The Basic Services Lump Sum amount is \$1,743,575.00 (ONE MILLION, SEVEN-HUNDRED, FORTY-THREE THOUSAND AND FIVE HUNDRED AND SEVENTY-FIVE DOLLARS AND ZERO CENTS). Reimbursable expenses are in addition to our Basic Services Lump Sum Fee.

Please see our Fee Matrix, Exhibit B, for a breakdown of fees by discipline.

### REIMBURSABLE EXPENSES

Reimbursable expenses shall be billed at cost times 1.1 and shall include actual expenditures made in the interest of the project, in the following categories:

1. Outside consultants and consultants not identified in our qualifications.
2. Expense of transportation and living expenses in connection with out-of-town travel.
3. Reproduction and photography.
4. Postage, shipping, and delivery.
5. Fees paid for securing approval of authorities having jurisdiction over the project.
6. Professional renderings and models as requested by the Client.

### ADDITIONAL SERVICES

1. Project scope in addition to that described above.
2. Project scope exceeding a project cost of \$35.5MM.
3. Work and scope to be performed by any consultants not included in this proposal.
4. Site and improvements that exceed the project budget as stated above.
5. Work area beyond the Project Limits defined in attached Exhibit A, including analysis of offsite utility capacity, upsizing utility capacity, or bringing utilities to the site.
6. Expedited Schedule, including fast-tracked, multiple early bid and construction packages.
7. Except for the mid-May presentation to the Planning and Architectural Review Board, negotiating entitlement agreements, variances with city agencies, and design review approval submittals and presentations are to be provided as an additional service.
8. LEED or WELL documentation and certification effort.
9. Preparing phased construction documents that require the issuance of separate multiple packages.
10. Providing professional renderings or models, and ELS effort required to coordinate with special rendering or model-making consultants.

Mr. Justin Long  
March 10, 2025  
Page 4 of 4

11. Building code variances or modifications, if required, will be provided as an additional service.
12. Preparing Project Record Drawings, As-Built Drawings and/or As-Built BIM documentation.

### **EXCLUSIONS/PROVISION**

The following items of work are excluded from our services:

1. Removal of hazardous materials, including any related documentation work, as these services are not covered by our professional practice insurance policy.
2. Site, boundary, utility, and topographic survey, as these services are not covered by our professional practice insurance policy.
3. Geotechnical analysis and soils report (including recommendations for liquefaction and water table mitigations) as these services are not covered by our professional practice insurance policy.
4. Obtaining and paying for construction permits.
5. ADA and/or access compliance survey of existing conditions.
6. Joint trench design.
7. Special pool foundations or pool piping foundations.
8. Daylighting study.
9. Acoustic study

Unless otherwise provided, ELS and its Consultants shall have no responsibility for the discovery, presences, handling, removal, or disposal of, or exposure of persons to, hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB), or other toxic substances.

We look forward to participating in these steps of your process. Should you have any questions, or require any additional information regarding our fees, please do not hesitate to contact me at [cmamuyac@elsarch.com](mailto:cmamuyac@elsarch.com) or 510.684.1159.

Respectfully Submitted,  
**ELS ARCHITECTURE AND URBAN DESIGN**



Clarence D. Mamuyac, Jr., FAIA, LEED AP BD+C, NCARB  
President and CEO/Principal-in-Charge

Attachment:

- EXHIBIT A – City Council Approved Final Concept (Provided with previous proposal for Design Development Phase)
- EXHIBIT B – ELS Fee Matrix
- EXHIBIT C – Rate and Expense Schedule (Provided with previous proposal for Design Development Phase)





Policy Number: PSB0001596  
Named Insured: ELS Architecture and Urban Design

RLI Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**RLIPack<sup>®</sup> FOR PROFESSIONALS  
SCHEDULED ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM – SECTION II – LIABILITY  
Schedule**

Name of Person(s) or Organization(s):

City of Alameda, its City Council, boards, commissions, officials, employees, and volunteers, as required per written contract

**1. SECTION II C. Who Is An Insured** is amended to include as an additional insured the person or organization shown in the schedule above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

**2.** The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply to the rendering of or failure to render any "professional services".
- b. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

**3.** The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an additional insured under this policy must apply on a

primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

**4.** The following is added to **SECTION III K.2 Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO SECTION I – PROPERTY AND SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

**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 2% of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

**Person or Organization**

All persons or organizations that are party to a contract that requires you to obtain this agreement, provided you executed the contract before the loss.

**Job Description**

Jobs performed for any person or organization that you have agreed with in a written contract to provide this agreement.

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

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

Endorsement Effective  
Insured  
ELS Architecture and Urban Design

Policy No. PSW0002642  
Insurance Company  
RLI Insurance Company

Endorsement No.

Countersigned By Leslie Pancoast





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/25/2024

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

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

<b>PRODUCER License # 0E67768</b> <b>IOA Insurance Services</b> 3875 Hopyard Road Suite 200 Pleasanton, CA 94588	<b>CONTACT NAME: Andrea Michael</b> <b>PHONE (A/C, No, Ext): (925) 249-7958</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS: Andrea.Michael@ioausa.com</b>
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>	<b>NAIC #</b>
<b>ELLS dba: ELS Architecture and Urban Design</b> 2040 Addison Street Berkeley, CA 94704	<b>INSURER A : RLI Insurance Company</b> <span style="float: right;"><b>13056</b></span>
	<b>INSURER B : Lexington Insurance Company</b> <span style="float: right;"><b>19437</b></span>
	<b>INSURER C :</b>
	<b>INSURER D :</b>
	<b>INSURER E :</b>
	<b>INSURER F :</b>

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PSB0001596	10/1/2024	10/1/2025	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
A	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PSA0002551	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PSE0001380	10/1/2024	10/1/2025	EACH OCCURRENCE \$ <b>4,000,000</b> AGGREGATE \$ <b>4,000,000</b> \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	PSW0002642	10/1/2024	10/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
B	<b>Professional Liab.</b>			031565618	6/10/2024	6/10/2025	<b>Per Claim</b> <b>5,000,000</b>
B	<b>Professional Liab.</b>			031565618	6/10/2024	6/10/2025	<b>Aggregate</b> <b>5,000,000</b>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Alameda Aquatic Center  
 All operations of the Named Insured, including the aforementioned project.  
 General Liability: Please see Additional Insured Endorsement attached; such coverage is Primary and Non-contributory, with Waiver of Subrogation included, as required by written contract.  
 NOTE: No company owned vehicles. Aforementioned General Liability includes coverage for Hired & Non-Owned Auto Liability.  
 Workers' Compensation: Waiver of Subrogation is included as per attached Waiver of Subrogation Endorsement, as required by written contract.  
 Excess Liability is a follow form over General Liability, Auto Liability, and Employers' Liability (Workers' Compensation).  
 SEE ATTACHED ACORD 101

<b>CERTIFICATE HOLDER</b>  City of Alameda Department of Recreation and Park 2263 Santa Clara Avenue Alameda, CA 94501	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--



### ADDITIONAL REMARKS SCHEDULE

AGENCY <b>IOA Insurance Services</b>		License # 0E67768	NAMED INSURED ELS dba: ELS Architecture and Urban Design 2040 Addison Street Berkeley, CA 94704
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

**ADDITIONAL REMARKS**

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

**Description of Operations/Locations/Vehicles:**  
GENERAL LIABILITY/AUTO LIABILITY ADDITIONAL INSURED INCLUDE THE FOLLOWING PERSON(S) OR ORGANIZATION(S): City of Alameda, its City Council, boards, commissions, officials, employees, and volunteers, as required per written contract

Policy Number: PSB0001596  
Named Insured: ELS Architecture and Urban Design

RLI Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**RLIPack® FOR PROFESSIONALS  
SCHEDULED ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM – SECTION II – LIABILITY  
Schedule**

Name of Person(s) or Organization(s):

City of Alameda, its City Council, boards, commissions, officials, employees, and volunteers, as required per written contract

**1. SECTION II C. Who Is An Insured** is amended to include as an additional insured the person or organization shown in the schedule above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

**2.** The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply to the rendering of or failure to render any "professional services".
- b. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

**3.** The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an additional insured under this policy must apply on a

primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

**4.** The following is added to **SECTION III K.2 Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO SECTION I – PROPERTY AND SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

Policy Number: PSA0002551  
Named Insured: ELS

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **RLIPack® BUSINESS AUTO ENHANCEMENT**

### **SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT**

- A. Broad Form Named Insured
- B. Employees As Insureds
- C. **Blanket Additional Insured**
- D. **Blanket Waiver Of Subrogation**
- E. Employee Hired Autos
- F. Fellow Employee Coverage
- G. Auto Loan Lease Gap Coverage
- H. Glass Repair – Waiver Of Deductible
- I. Personal Effects Coverage
- J. Hired Auto Physical Damage Coverage
- K. Hired Auto Physical Damage – Loss Of Use
- L. Hired Car – Worldwide Coverage
- M. Temporary Transportation Expenses
- N. Amended Bodily Injury Definition – Mental Anguish
- O. Airbag Coverage
- P. Amended Insured Contract Definition – Railroad Easement
- Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound
- R. Notice Of And Knowledge Of Occurrence
- S. Unintentional Errors Or Omissions
- T. Towing Coverage

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

**A. Broad Form Named Insured**

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

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

**B. Employees As Insureds**

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

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.

**C. Blanket Additional Insured**

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

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the “bodily injury” or “property damage” occurs is an “insured” for 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 – COVERED AUTOS LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured's own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the “bodily injury” or “property damage” occurs.

**D. Blanket Waiver Of Subrogation**

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss 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 contract executed prior to any “accident” or “loss”, provided that the “accident” or “loss” arises out

of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**E. Employee Hired Autos**

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

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

2. Changes In General Conditions:

Paragraph **5.b.** of the **Other Insurance** Condition in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

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

(1) Any covered “auto” you lease, hire, rent or borrow; and

(2) Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee's” name, with your permission, while performing duties related to the conduct of your business. However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.

**F. Fellow Employee Coverage**

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, Exclusion B.5.** does not apply if you have workers compensation insurance in-force covering all of your employees.

**G. Auto Loan Lease Gap Coverage**

**SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance**, is amended by the addition of the following:

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

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and

2. Any:

a. Overdue lease/loan payments at the time of the “loss”;

- b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
- c. Security deposits not returned by the lessor;
- d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- e. Carry-over balances from previous loans or leases.

**H. Glass Repair – Waiver Of Deductible**

**SECTION III – PHYSICAL DAMAGE COVERAGE, D. Deductible** is amended by adding the following:

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

**I. Personal Effects Coverage**

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

**c. Personal Effects Coverage**

In the event of a total theft loss of your covered “auto” we will pay up to \$400 for “loss” to wearing apparel and other personal effects which are:

- (1) Owned by an “insured”; and
- (2) In or on your covered “auto”;

No deductible applies to Personal Effects Coverage.

**J. Hired Auto Physical Damage Coverage**

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

**d. Hired Auto Physical Damage Coverage**

If hired “autos” are covered “autos” for Liability Coverage and this policy also provides Physical Damage Coverage for an owned “auto”, then the Physical Damage Coverage is extended to “autos” that you hire, rent or borrow subject to the following:

- (1) The most we will pay for “loss” in any one “accident” to a hired, rented or borrowed “auto” is the lesser of:
  - (a) \$60,000
  - (b) The actual cash value of the damaged or stolen property as of the time of the “loss”; or
  - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- (2) An adjustment for depreciation and physical condition will be made in the event of a total “loss”.
- (3) If a repair or replacement results in better than like kind or quality, we will not pay for the betterment.
- (4) A deductible equal to the highest Physical Damage deductible applicable to any owned auto will apply.
- (5) This Coverage Extension will not apply to:
  - (a) Any “auto” that is hired, rented or borrowed with a driver; or
  - (b) Any “auto” that is hired, rented or borrowed from your “employee”.

**K. Hired Auto Physical Damage – Loss Of Use**

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

- e. We will pay sums which you legally must pay to the lessor of a covered “auto” which you have leased without a driver for thirty (30) days or less for the lessor’s loss of use of the covered “auto”, provided:
  - (1) This insurance provides comprehensive, specified causes of loss or collision covered on the covered “auto”;
  - (2) The loss of use results from the covered “auto” being damaged in an “accident” while you are leasing it.

We will pay up to a maximum limit of \$1,500 for this covered extension.

**L. Hired Car – Worldwide Coverage**

The following is added to **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A.2. Coverage Extensions:**

**f. Hired Car – Worldwide Coverage**

- (1) We will pay all sums an “insured” legally must pay as damages because of “bodily injury” or “property damage” to which this insurance applies, caused by an “accident” which occurs outside of the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada resulting from the maintenance, or use of any covered “auto” of the private passenger type you lease, hire, rent or borrow without a driver for thirty (30) days or less.
- (2) With respect to any claim made or “suit” instituted outside the United States of America, the territories and possessions of the United States of America, Puerto Rico, and Canada:

- (a) You shall undertake the investigation, settlement and defense of such claims and “suits” and keep us advised of all proceedings and actions.
- (b) You will not make any settlement without our consent.
- (c) We will reimburse you:
  - (i) For the amount of damages because of liability imposed upon you by law on account of “bodily injury” or “property damage” to which this insurance applies, and
  - (ii) For all reasonable expenses incurred with our consent in connection with the investigation, settlement or defense of such claims or “suits”. Reimbursement for expenses will be part of the Limit of Insurance for liability coverage shown in the Business Auto Coverage Declarations, and not in addition to such limits.
- (3) The limit of Insurance for Liability Coverage shown in the Business Auto Coverage Declarations is the most we will reimburse you for the sum of all damages imposed on you, as set forth in paragraph 2.c. above, and all expenses incurred by you arising out of any single “accident” or “loss”.
- (4) You must maintain the greater of the following primary auto liability insurance limits:
  - (a) Compulsory admitted insurance with limits required to be in force to satisfy the legal requirements of the jurisdiction where the accident occurs; or
  - (b) Insurance limits required by law and issued by a government entity or by an insurer licensed or permitted by law to do business in the jurisdiction where the “accident” occurs; or
  - (c) Auto liability insurance limits of at least \$300,000 combined single limit or \$100,000 per person/\$300,000 per accident Bodily Injury, \$100,000 Property Damage.

If you fail to comply with the above, this insurance is not invalidated. However, in the event of a “loss”, we will pay only to the extent that we would have been liable had you so complied.

- (5) The insurance provided by this coverage extension is excess over any other collectible insurance available to you whether on a primary, excess contingent or any other basis.

## M. Temporary Transportation Expenses

**SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions**, subparagraph a. **Transportation Expenses** is deleted and replaced by the following:

### a. Transportation Expenses

- (1) We will pay up to a maximum of \$1,500 for temporary transportation expense incurred by you because of Physical Damage to a covered “auto”.
- (2) We will pay only for those covered “autos” for which you carry Comprehensive, Collision or Specified Case of Loss Coverage.
- (3) We will pay only for those expenses incurred by you during the period of time that begins twenty-four (24) hours after the covered “loss” and ends at the time when the covered “auto” can be reasonably repaired or replaced.
- (4) This coverage does not apply while there are spare or reserve “autos” available to you for your operations.

## N. Amended Bodily Injury Definition – Mental Anguish

The following is added to **SECTION V – DEFINITIONS, Definition C.**:

“Bodily injury” also includes mental anguish, but only when the mental anguish arises from other bodily injury, sickness or disease.

## O. Airbag Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions 3.a.**:

However, this exclusion will not apply to accidental discharge of an airbag due to mechanical or electrical breakdown.

## P. Amended Insured Contract Definition – Railroad Easement

**SECTION V – DEFINITIONS** paragraph H. “Insured contact” is modified as follows:

- 1. Paragraph H.3. is replaced by the following:
  - 3. Any easement or license agreement.
- 2. Paragraph H.6.a. is deleted.

## Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound

**SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions**, exception paragraph a. to exclusion 4.c. and 4.d. is deleted and replaced with the following:

- a. Equipment and accessories used with such equipment, except for tapes, records, discs or other electronic media device, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or is removable from the housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "autos" electrical system, in or upon the covered "autos"; or

**R. Notice Of And Knowledge Of Occurrence**

**SECTION IV – BUSINESS AUTO CONDITIONS, A.2. Duties In The Event Of Accident, Claim Suit Or Loss**, subparagraph a. is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss" including:
  - (1) How, when and where the "accident" or "loss" occurred;
  - (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured person and witnesses.

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:

- (1) You, if you are an individual;

- (2) A partner if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

**S. Unintentional Errors Or Omissions**

**SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions; 2. Concealment Misrepresentation Or Fraud** is amended by adding the following:

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 nonrenewal.

**T. Towing Coverage**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A.2. Towing**, is deleted and replaced by the following:

- 2. We will pay up to \$750 for towing and labor costs incurred each time a covered "auto" is disabled due to a covered cause of loss. However:
  - a. All labor must be performed at the place of disablement; and
  - b. If the covered auto is a private passenger type no deductible applies; and
  - c. If the covered auto is not of the private passenger type our obligation to pay will be reduced by a \$250 deductible per disablement.

**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 2% of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

**Person or Organization**

All persons or organizations that are party to a contract that requires you to obtain this agreement, provided you executed the contract before the loss.

**Job Description**

Jobs performed for any person or organization that you have agreed with in a written contract to provide this agreement.

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

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

Endorsement Effective  
Insured  
ELS Architecture and Urban Design

Policy No. PSW0002642  
Insurance Company  
RLI Insurance Company

Endorsement No.

Countersigned By Leslie Pancoast

**From:** [Justin Long](#)  
**To:** [Irene Jung](#)  
**Subject:** FW: New Amendment  
**Date:** Wednesday, December 4, 2024 4:26:39 PM

---

Attached this email to the ELS agreement as Lisa Cooper indicated.

Justin

---

**From:** Clarence Mamuyac <cmamuyac@elsarch.com>  
**Sent:** Wednesday, December 4, 2024 4:25 PM  
**To:** Justin Long <jlong@alamedaca.gov>  
**Subject:** [EXTERNAL] Re: New Amendment

Go for it! Done!!

Sent from my iPhone

On Dec 4, 2024, at 4:22 PM, Justin Long <[jlong@alamedaca.gov](mailto:jlong@alamedaca.gov)> wrote:

Clarence,

We modified the agreement for the new design development phase. To save time we used the original signatures form. Attached is the new agreement. Please verify if you are ok with use using the existing signature page.

Justin  
<Exhibit 2 - ELS Amendment.pdf>

## **CALIFORNIA FRAUD STATEMENT**

For your protection, California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Policy Number: PSE0001380



## NOTICE TO OUR INSURED AND THEIR AGENTS OF OUR CLAIM NOTIFICATION PROCEDURE

As part of our continuing effort to provide you with the best service available,  
ALL CLAIMS, OCCURRENCES, INCIDENTS, LAWSUITS  
under this policy are to be reported immediately to:

**RLI Insurance Company  
P.O. Box 3961  
9025 N. Lindbergh Drive  
Peoria, IL 61612-3961**

**Phone: (877) 863-5095  
Fax: (877) 863-4352**

**Email: [new.claim@rlicorp.com](mailto:new.claim@rlicorp.com)**

ALL LOSSES must be reported in the usual manner as well, to your AGENT or BROKER.

Below is a "cut-out" card to keep in your wallet or with your business papers.

We pledge to continue upgrading our services to our valued policyholders.

Sincerely,

Robert S. Handzel  
Vice President, Chief Claim Officer

CUT ALONG DOTTED LINE

Insured: ELS

Policy No: PSE0001380

**RLI Insurance Company  
P.O. Box 3961  
9025 N. Lindbergh Drive  
Peoria, IL 61612-3961  
Phone: (877) 863-5095  
Fax: (877) 863-4352  
Email: [new.claim@rlicorp.com](mailto:new.claim@rlicorp.com)**

Keep this card with you or in a safe place.



**RLI Insurance Company**  
Peoria, Illinois 61615

## **NOTICE TO POLICYHOLDERS**

### **REGARDING THE UNITED STATES TREASURY DEPARTMENT – OFFICE OF FOREIGN ASSETS CONTROL (OFAC)**

This Policyholder Notice does not provide coverage nor can it be construed to replace any provisions of your policy. Please read your policy carefully to determine your rights, duties, and what is and what is not covered by your policy. This Notice should only be used to provide information concerning the possible impact of your insurance coverage as it relates to directives issued by OFAC.

#### **PLEASE READ THIS NOTICE CAREFULLY.**

OFAC administers and enforces economic and trade sanctions and places restrictions on certain transactions. OFAC acts pursuant to Executive Orders of the President of the United States and specific legislation. OFAC has identified and named numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers, among others, as “Specially Designated Nationals and Blocked Persons.” The complete list can be found on the United States Treasury website – <http://www.treas.gov/ofac>.

Various trade or economic sanctions and other laws or regulations prohibit us from providing insurance in certain circumstances. In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance contract is considered a blocked or frozen contract and will be considered null and void. When an insurance policy is considered to be a blocked or frozen contract, all provisions of this insurance will be immediately subject to OFAC, and neither payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.



## IMPORTANT NOTICE TO POLICYHOLDERS

### TERRORISM RISK INSURANCE ACT, AS AMENDED

Under the Terrorism Risk Insurance Act, as amended (the "**Act**"), we must make coverage for "**certified acts of terrorism**" available in the policies we offer. We notified you at the time of offer and purchase of the policy to which this Notice is attached that this coverage was available and we gave you the right to reject our offer of such terrorism coverage. If you elected to purchase the coverage, the premium charged for such coverage is shown on the Declarations page of the policy. If you elected to reject the coverage we have not charged your policy for terrorism coverage and have attached a terrorism exclusion to your policy.

PLEASE NOTE: IF YOU REJECTED THE OFFER OF FEDERAL TERRORISM INSURANCE COVERAGE, THAT REJECTION DOES NOT APPLY TO THE LIMITED EXTENT THAT RELEVANT STATE LAW REQUIRES COVERAGE FOR FIRE LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER THE ACT.

You should know that where coverage is provided by this policy for losses resulting from certified acts of terrorism, such losses may be partially reimbursed by the United States government under a formula established by federal law. Under this formula, the United States government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning January 1, 2018; 81% beginning January 1, 2019 and 80% beginning January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

You should also know that the Act contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

Specific coverage terms for terrorism, including limitations and exclusions, are more fully described in endorsements attached to the policy. Your policy may contain an exclusion for losses that are not eligible for federal reinsurance under the Act.

Definitions:

"**Certified act of terrorism**," as defined in Section 102(1) of the Act, means an act that is certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security, and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

**RLIPack® EXCESS LIABILITY  
DECLARATIONS**



**RLI Insurance Company**

9025 N. Lindbergh Drive - Peoria, Illinois 61615

**POLICY NO:** PSE0001380

**PRODUCER:** 68072

IOA Insurance Services (68072)

1855 W State Rd 434

Longwood, FL 32750

**ITEM 1. NAMED INSURED AND MAILING ADDRESS**

ELS  
dba: ELS Architecture and Urban Design  
2040 Addison Street  
Berkeley, CA 94704

**ITEM 2. POLICY PERIOD (Mo./Day/Yr.)**

**FROM** 10/01/2024 **TO** 10/01/2025 **12:01 A.M. Standard Time at your mailing address shown above.**

**ITEM 3. LIMITS OF LIABILITY**

\$ 4,000,000	Each Occurrence
\$ N/A	Each Occurrence Auto Sublimit
\$ 4,000,000	General Aggregate
\$ 4,000,000	Products-Completed Operations Aggregate

**ITEM 4. SCHEDULE OF UNDERLYING INSURANCE**

See PPU 110

**ITEM 5. PREMIUM**

Non-Auditable

Flat Rate: \$

Auditable

Advance Premium: \$

Rate: \$

Premium Basis:

Estimated Exposure:

Audit Period (annual unless noted):

Policy Minimum: \$

Terrorism Charge: \$

Total Premium Due: \$

**ITEM 6. FORMS AND ENDORSEMENTS ATTACHED AND MADE A PART OF THIS POLICY AT ISSUE**

See endorsement RIL 2150

Countersigned by

\_\_\_\_\_  
Authorized Representative

Policy Number: PSE0001380

RLI Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**RLIPack® SCHEDULE OF UNDERLYING INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

Item 4. of the declarations is amended to include:

Type of Coverage	Carrier	Eff. Date	Exp. Date	Limits
<p>General Liability</p> <p>Only the Type of Coverage identified in this Schedule of Underlying Insurance by Carrier, policy number and applicable Limits are to be included.</p>	<p>RLI Insurance Company</p>	<p>10/01/2024</p>	<p>10/01/2025</p>	<p>Occurrence \$ 1,000,000 Aggregate \$ 2,000,000</p>
<p>Employee Benefits Liability</p> <p>Only the Type of Coverage identified in this Schedule of Underlying Insurance by Carrier, policy number and applicable Limits are to be included.</p>	<p>RLI Insurance Company</p>	<p>10/01/2024</p>	<p>10/01/2025</p>	<p>Each Employee \$1,000,000 Aggregate \$1,000,000</p>
<p>Employers' Liability</p> <p>Only the Type of Coverage identified in this Schedule of Underlying Insurance by Carrier, policy number and applicable Limits are to be included.</p>	<p>RLI Insurance Company</p>	<p>10/01/2024</p>	<p>10/01/2025</p>	<p>Each Accident: Statutory Limits or \$1,000,000 ,whichever is greater Disease Each Employee: Statutory Limits or \$1,000,000 ,whichever is greater Disease Policy Limit: Statutory Limits or \$1,000,000 ,whichever is greater</p>
<p>Business Auto Liability</p> <p>Only the Type of Coverage identified in this Schedule of Underlying Insurance by Carrier, policy</p>	<p>RLI Insurance Company</p>	<p>10/01/2024</p>	<p>10/01/2025</p>	<p>Each Accident \$1,000,000</p>

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

number and applicable Limits are to be included.				

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

Policy Number: PSE0001380

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **APPLICABLE FORMS & ENDORSEMENTS**

FORMS AND ENDORSEMENTS LISTED BELOW APPLY TO AND ARE MADE PART OF THIS POLICY AT TIME OF ISSUE.

<b>Form Number</b>	<b>Form Title</b>
PPU101 07 17	RLIPACK COMMERCIAL EXCESS LIABILITY COVERAGE FORM
PPK2108 05 11	RLIPACK NOTICE OF CANCELLATION OR NONRENEWAL - DESIGNATED PERSON OR ORGANIZATION
PPU300 06 10	RLIPACK ASBESTOS EXCLUSION
PPU301 06 10	RLIPACK SILICA EXCLUSION
PPU302 03 20	RLIPACK FOR DESIGN PROFESSIONALS PROFESSIONAL SERVICES EXCLUSION
PPU303 06 10	RLIPACK LEAD EXCLUSION
PPU304 06 10	RLIPACK FOR DESIGN PROFESSIONALS EXCESS LIABILITY ENHANCEMENT
PPU305 06 10	RLIPACK DISCRIMINATION EXCLUSION
PPU306 06 10	RLIPACK EMPLOYMENT PRACTICES LIABILITY EXCLUSION
PPU307 06 10	RLIPACK DAMAGES TO PREMISES RENTED TO YOU EXCLUSION
PPU308 09 11	RLIPACK UNINSURED/UNDERINSURED MOTORISTS EXCLUSION
PPU310 01 15	RLIPACK CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
PPU343 01 24	PUNITIVE DAMAGE EXCLUSION
RIL2143 11 13	CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)
ILF0001 04 22	SIGNATURE PAGE

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

# RLIPack® COMMERCIAL EXCESS LIABILITY COVERAGE FORM

## (Occurrence Form)

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

Throughout this policy the words "you" and "your" refer to the "Named Insured" shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as an insured person under the terms of the **underlying insurance**.

Other words and phrases that appear in bold print have special meaning. Refer to **SECTION II – DEFINITIONS**.

In consideration of the payment of premium, in reliance upon the statements in the Declarations and Schedule of Underlying Insurance which are made a part of this policy, and subject to the terms, conditions and exclusions of this policy we agree with you as follows:

### SECTION I – INSURING AGREEMENT

#### A. Coverage

Subject to the other provisions of this policy, we will pay on behalf of the insured the insured's **ultimate net loss** if such loss results from an occurrence insured by **underlying insurance**. However, the insurance afforded by this policy shall apply: (a) only in excess of the **underlying insurance**; (b) only after the **underlying insurance** has been exhausted by payment of the limits of liability of such insurance; and (c) only if caused by an occurrence which takes place during the policy period and in the coverage territory as defined in the **underlying insurance**. If the **underlying insurance** does not pay a loss, for reasons other than exhaustion of an aggregate limit of liability, then we shall not pay such loss.

This policy, except where provisions to the contrary appear herein, is subject to all of the conditions, agreements, exclusions, endorsements and limitations of and shall follow the underlying insurance in all respects.

#### B. Defense And Expense Of Claims And Suits

1. We shall not be obligated to assume charge of or participate in the settlement or defense of any claim made, or suit brought, or proceedings instituted against the insured. However, we shall have the right and opportunity to be associated with the insured in the defense of any claim, suit or proceeding which, in our opinion, may create

liability under the terms of this policy. If we assume such right and opportunity, we shall not continue to defend or participate in the defense of any claim or suit after the applicable limit of liability of this policy has been exhausted.

2. We shall not pay any expenses except as follows:
  - a. If the insured is legally liable for interest which accrues on a judgment after the entry of the judgment and before we have paid, offered to pay, or deposited in court the amount of the judgment to which this policy applies, then we will pay the interest on the amount of the judgment to which this policy applies.
  - b. If an expense is incurred directly by us and solely at our discretion, then we will pay such expense.
  - c. If a payment for damages is made under this policy, then we will pay related prejudgment interest for which the insured is legally liable, provided:
    - (1) The **underlying insurance** pays prejudgment interest; and
    - (2) Our share of prejudgment interest shall not exceed the proportion that payment for damages under this policy bears to the total damages determined by final judgment or settlement.
3. Subject to all of the foregoing:
  - a. If the defense expense payments are included within the limit of liability of the **underlying insurance** by the terms of that policy, then any such expense payment we make shall reduce the limit of liability of this policy.
  - b. If the **underlying insurance** does not include defense expense payments within its limit of liability by the terms of that policy, then any such expense payment we make shall not reduce the limit of liability of this policy.

#### C. Limits Of Liability

1. The limit of liability stated in the Declarations as applicable to each occurrence shall be the total limit of our liability for all **ultimate net loss** sustained by any one person or as the result of any one occurrence as applied to the appropriate coverage.
2. Subject to the limit of liability for each occurrence:

- a. The limit of liability stated in the Declarations as general aggregate is the most we will pay during each policy period for all **ultimate net loss**, except **ultimate net loss** because of injury and damage included in the products-completed operations hazard or for covered claims involving automobile liability; and
  - b. The limit of liability stated in the Declarations as products-completed operations aggregate is the most we will pay during each policy period for all **ultimate net loss** because of injury and damage included in the products-completed operations hazard.
3. This insurance shall apply only as excess of the **underlying insurance** limits of liability shown in the Declarations. However, if the limit of liability of the **underlying insurance** shown in the Declarations has been reduced or exhausted because of payments for an occurrence which took place during our policy period, then this policy shall apply as excess of such reduced limit of liability of the **underlying insurance**.

## SECTION II – DEFINITIONS

**A. Ultimate net loss** means all sums actually paid, or which the insured is legally obligated to pay, as damages in settlement or satisfaction of claims or suits for which insurance is afforded under this policy, after proper deduction for all recoveries or salvage.

**Ultimate net loss** shall include defense expense payments made by the insurer of the **underlying insurance**, provided that such expenses are included within the limit of insurance of the **underlying insurance** by the terms of that policy.

**B. Underlying insurance** means the policy or policies of insurance in the Schedule of Underlying Insurance.

## SECTION III – EXCLUSIONS

Regardless of whether or not such coverage is afforded by any **underlying insurance**, this policy does not apply:

### A. Pollution

- 1. Advertising injury, bodily injury, personal injury or property damage arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:
  - a. That are, or that are contained in any property that is:
    - (1) Being moved from the place where such property or pollutants are accepted by an insured for movement into or onto an automobile;
    - (2) Being transported or towed by an automobile;
    - (3) Otherwise in the course of transit by or on behalf of an insured;

- (4) Being stored, disposed of, treated or processed in or upon an automobile; or
  - (5) Being moved from an automobile to the place where such property or pollutants are finally delivered, disposed of or abandoned by an insured;
- b. At or from any premises, site or location which is or was at any time, owned or occupied by, or rented or loaned to, any insured;
  - c. At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
  - d. Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom any insured may be legally responsible; or
  - e. At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations;
    - (1) If the pollutants are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or
    - (2) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to, or assess the effects of pollutants.

Paragraphs **1.a.(4)** and **1.b.** through **1.e.** above do not apply to fuels, lubricants, fluids, exhaust gases or other similar pollutants that are needed for or result from the normal electrical, hydraulic or mechanical functioning of an automobile or its parts, if the pollutants escape, seep or migrate or are discharged, dispersed or released directly from an auto part designed by its manufacturer to hold, store, receive or dispose of such pollutants.

Paragraphs **1.b.** through **1.e.** above do not apply to pollutants not in or upon an automobile if:

- a. The pollutants or any property in which the pollutants are contained are upset, overturned or damaged as a result of the maintenance or use of an automobile;
- b. The discharge, dispersal, seepage, migration, release or escape of the pollutants is caused directly by such upset, overturn or damage; and
- c. The bodily injury or property damage is not otherwise excluded under Paragraph **1.a.** of this exclusion.

Paragraph **1.e.(1)** above does not apply to bodily injury or property damage arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the fuels, lubricants or other operating fluids are intentionally discharged, dispersed or released, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent to be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor.

Paragraphs **1.b.** and **1.e.(1)** above do not apply to bodily injury or property damage arising out of heat, smoke or fumes from a hostile fire.

2. Any loss, cost or expense arising out of any:
  - a. Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
  - b. Claim or suit by or on behalf of any governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

As used in this exclusion:

1. Hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be; and
2. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned, reclaimed or disposed of.

**B. Nuclear Energy Liability Exclusion (Broad Form)**

This policy does not apply:

1. Under any Liability Coverage, to **ultimate net loss**:
  - a. With respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

- b. Resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

2. Under any Medical Payment Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to **ultimate net loss** resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization;
3. Under any Liability Coverage, to **ultimate net loss** resulting from the hazardous properties of nuclear material, if:
  - a. The nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured, or (b) has been discharged or dispersed therefrom;
  - b. The nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - c. The loss arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility. If such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion **3.** applies only to **ultimate net loss** to such nuclear facility and any property thereat.

As used in this policy:

Hazardous properties include radioactive, toxic or explosive properties;

Nuclear material means source material, special nuclear material or by-product material;

Source material, special nuclear material and by-product material have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

Spent fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

Waste means any waste material (1) containing by-product material other than the tailings or waste produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under Paragraph (a) or (b) thereof;

Nuclear facility means:

- (a) Any nuclear reactor;
- (b) Any equipment or device designed or used for: (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste;
- (c) Any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste;

And includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

Nuclear reactor means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

**Ultimate net loss** includes all forms of radioactive contamination of property.

### C. Workers' Compensation And Similar Laws

This policy does not apply:

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

### SECTION IV – CONDITIONS

**A. Appeal** – In the event you or any underlying insurer elect not to appeal a judgment in excess of the amount of any **underlying insurance**, we may elect to appeal. Our limit of liability shall not be increased because of such appeal. Any appeal we elect to make will be at our cost and expense.

**B. Assignment** – Your interest in this policy may not be transferred to another; except by an endorsement issued by us which gives our consent. If you die, this policy shall apply: (1) to your legal representative, but only while acting within the scope of their duties as such; and (2) with respect to your property, to the person having proper temporary custody as an insured, but only until the appointment and qualification of the legal representative.

**C. Changes** – This policy may be changed only by an endorsement issued to form a part of the policy. Notice to you or to our agent or knowledge possessed by us, by our agent or by any other person shall not affect a waiver or a change in any part of this policy. Nor will such notice or knowledge prevent us from asserting any right under the terms of this policy.

### D. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us or any of our authorized agents advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. Ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. Thirty (30) days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be computed at ninety percent (90%) of pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### E. Duties In The Event Of Occurrence, Claim Or Suit

You must see to it that we receive prompt written notice of an occurrence which may result in a claim under this policy. Notice should include how, when and where the occurrence took place. The names and addresses of any injured persons and witnesses must be included.

If a claim is made or suit brought against any insured, you must see to it that we receive prompt written notice of the claim or suit.

You and any other insured involved must:

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

It is a requirement of this policy that you do not make any admission of liability. You shall not, unless we agree, incur any expense or make any payment. If you do, such liability, expense or payment will be at your own cost.

**F. Bankruptcy Of The Underlying Insurer** – In the event of the bankruptcy or insolvency of the insurer of any **underlying insurance**, the insurance afforded by this policy shall not replace such **underlying insurance**. Rather, this policy shall apply in the same manner as though such **underlying insurance** were available and collectible.

**G. Maintenance Of Underlying Insurance** – You agree to maintain all **underlying insurance** in full force and effect as scheduled in the Schedule of Underlying Insurance at the inception of this policy and during our policy period except for reduction of aggregate limits of liability by payment of losses. If any **underlying insurance** is not maintained in full effect by the insured, or if there is any material change in the terms, conditions or scope of coverage, by endorsement or otherwise, of any **underlying insurance**, the insurance afforded by this policy shall apply in the same manner as though such **underlying insurance** had been in full effect, so maintained and unchanged. You agree to notify us promptly if any **underlying insurance** is cancelled or terminated.

**H. Premium** – Premiums for this policy shall be stated in the Declarations and computed in accordance with our rules, rates, rating plans, premiums, and minimum premiums applicable to this insurance. If this policy is issued for a period in excess of one year, the premium for this policy may be revised on each annual anniversary. Any such revision will be in accordance with our manuals in effect at that time.

If the policy is issued on a non-auditable basis, the Flat Rate Premium becomes the policy premium.

If the policy is issued on an auditable basis, the premium designated on the Declarations page as Advance Premium shall be credited to the amount of earned premium due at the end of the policy period. At the close of each audit period, the earned premium shall be computed for such period. Upon notice to you, it shall become due and payable. If the total earned premium exceeds the Advance Premium previously paid, the amount by which the earned premium exceeds the Advance Premium shall be due and payable to us by you. In no case shall the earned premium be less than the Minimum Premium shown on the Declarations page.

You shall maintain records of such information as is necessary for premium computation. You shall send copies of such records to us at the end of this policy period. You shall also send us copies of such records at such times during the policy period as we may direct.

**I. Legal Action Against Us** – No legal action shall be brought against us unless the insured has fully complied with all terms of this policy. In addition, no legal action shall be brought against us until the amount of the insured's obligation to pay has been finally determined. The insured's obligation to pay must be finally determined either by judgment against the insured after actual trial or by written agreement between us, the insured and the claimant.

**J. Conformity** – Terms of this policy which are in conflict with the laws of the state wherein this policy is issued are hereby amended to conform to such laws.

**K. Other Insurance** – If other insurance, whether collectible or not, is available to the insured covering a loss also covered by this policy, other than insurance that is specifically excess of the insurance afforded by this policy, the insurance afforded by this policy shall be in excess of, and shall not contribute with, such other insurance.

**L. Subrogation** – In the event of any payment under this policy, the insured must notify us of any of the insured's rights of recovery against any person or organization. We shall be subrogated to all such rights. The insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

Any amount recovered through subrogation or otherwise shall be apportioned in the inverse order of payment of the claim or claims involved to the extent of actual payment thereof by all interests. The expenses of all such recoveries and proceedings in connection therewith shall be apportioned in the ratio of respective recoveries. With respect to proceedings conducted solely by us, if there is no recovery, we will bear the expense thereof. If there is a recovery, we shall be reimbursed in full from such recovery for the amount of all expenses incurred by us before apportionment of such recovery as herein provided.

**M. Salvage** – All salvage, recoveries, or payments recovered or received subsequent to a loss settlement under this policy shall be applied as if recovered or received prior to such settlement. All necessary adjustments shall then be made between the insured and us. Nothing in this clause shall be construed to mean that losses under this policy are not recoverable until the insured's ultimate net loss has been finally ascertained.

**N. Inspection And Audit** – We shall be permitted but not obligated to inspect your property and operations at any time. Neither our rights to make inspections, nor the making thereof, nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of you or others, to determine or warrant that such property or operations are safe.

We may examine and audit your books and records at any time during the policy period and extensions thereof and within three (3) years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

**O. Separation Of Insureds** – Except with respect to the limits of liability this insurance applies as if each Named Insured were the only Named Insured and separately to each insured against whom claim is made or suit is brought.

**P. Payment Of Loss** – It is a condition of this policy that the insurance afforded under this policy shall apply only after the underlying insurance has been exhausted by payment of its limits of liability. Upon final determination by settlement, award or verdict of the liability of the insured, we will promptly pay you as you shall pay, or be required to pay, the amounts of any losses falling within the terms or limits of this insurance. All losses covered under this policy shall be due and payable by us within thirty (30) days after they are respectively claimed and proof of loss filed with us in conformity with this policy. Bankruptcy or insolvency of the insured shall not relieve us of any of our obligations hereunder.

Policy Number: PSE0001380  
Named Insured: ELS

RLI Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**RLIPack<sup>®</sup> NOTICE OF CANCELLATION OR NONRENEWAL –  
DESIGNATED PERSON OR ORGANIZATION**

**Schedule**

Designated Person or Organization:

Catellus AZ Construction Mgr, LLC

Email Address:

US Mail Address:

c/o Catellus Development Corporation  
66 Franklin Street, Suite 200  
Oakland, CA 94607

If we cancel or chose to nonrenew this policy for any reason other than nonpayment of premium we will provide written notice at least (30) days before the effective date of the cancellation or nonrenewal to the designated person or organization in the above schedule.

Such notice will be sent via the US mail address or E-mail address listed above. Proof of mailing or e-mailing will be sufficient proof of notice.

Policy Number: PSE0001380  
Named Insured: ELS

RLI Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**RLIPack<sup>®</sup> NOTICE OF CANCELLATION OR NONRENEWAL –  
DESIGNATED PERSON OR ORGANIZATION**

**Schedule**

Designated Person or Organization:

City of South San Francisco

Email Address:

US Mail Address:

Capital Projects

33 Arroyo Drive

South San Francisco, CA 94080

If we cancel or chose to nonrenew this policy for any reason other than nonpayment of premium we will provide written notice at least (30) days before the effective date of the cancellation or nonrenewal to the designated person or organization in the above schedule.

Such notice will be sent via the US mail address or E-mail address listed above. Proof of mailing or e-mailing will be sufficient proof of notice.

Policy Number: PSE0001380  
Named Insured: ELS

RLI Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**RLIPack<sup>®</sup> NOTICE OF CANCELLATION OR NONRENEWAL –  
DESIGNATED PERSON OR ORGANIZATION**

**Schedule**

Designated Person or Organization:

Golden Rain Foundation

Email Address:

US Mail Address:

800 Rockview Drive  
Walnut Creek, CA 94595

If we cancel or chose to nonrenew this policy for any reason other than nonpayment of premium we will provide written notice at least (30) days before the effective date of the cancellation or nonrenewal to the designated person or organization in the above schedule.

Such notice will be sent via the US mail address or E-mail address listed above. Proof of mailing or e-mailing will be sufficient proof of notice.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **RLIPack<sup>®</sup> ASBESTOS EXCLUSION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL EXCESS LIABILITY COVERAGE FORM**

The following is added to **SECTION III – EXCLUSIONS**:

This insurance does not apply to bodily injury, property damage, personal and advertising injury, or medical payments arising out of:

1. Asbestos, asbestos fibers or asbestos products or to any obligation of the insured to indemnify another and/or contribute with another because of damages arising out of, or as a result of such bodily injury, property damage, personal and advertising injury, or medical payments;
2. Any supervision, instructions, recommendations, notices, warnings, testing, monitoring or advice given or which should have been given in connection with the manufacturing, selling, renting, consulting, removal, demolition, and/or distributing of asbestos, asbestos fibers or asbestos products or products or premises containing asbestos;
3. Removal of asbestos or products containing asbestos including:
  - a. Cost of asbestos removal and replacement with other fire retardant materials;
  - b. Property damage in the course of removing asbestos, asbestos fibers or asbestos products.
4. Any loss, cost or expense arising out of any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of asbestos, asbestos fibers, or asbestos products; or
5. Any loss, cost or expense arising out of any claim or suit by or on behalf of a governmental authority for damages, because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of asbestos, asbestos fibers, or asbestos products.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **RLIPack<sup>®</sup> SILICA EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following is added to **SECTION III – EXCLUSIONS**:

This insurance does not apply to:

1. Bodily injury or medical payments arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
2. Property damage arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
3. Personal and advertising injury arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".

4. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

"Silica" means silicon dioxide, (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **RLIPack® FOR DESIGN PROFESSIONALS PROFESSIONAL SERVICES EXCLUSION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following is added to **SECTION III – EXCLUSIONS**:

This insurance does not apply to **ultimate net loss** arising out of the rendering or failure to render any **professional services**.

“Professional Services” means any service requiring specialized skill or training including but not limited to the following:

- a.** Preparing, approving, or failing to prepare or approve any map, shop drawing, opinion, report, survey, field order, change order, design, drawing, specification, recommendation, permit application, payment request, manual or instruction;
- b.** Supervision, inspection, quality control, architectural, engineering or surveying activity or service, job site safety, warning or failure to warn, construction contracting, construction administration, construction management, computer consulting or design, software development or programming service, or selection of a contractor, subcontractor or subconsultant;
- c.** Monitoring, testing, or sampling service necessary to perform any of the services included in **a.** or **b.** above.

- d.** Legal, accounting or advertising services;
- e.** Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- f.** Any health or therapeutic service treatment, advice or instruction;
- g.** Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- h.** Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- i.** Body piercing services; and
- j.** Services in the practice of pharmacy.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the “occurrence” which caused the “bodily injury” or “property damage”, or the offense which caused the “personal and advertising injury”, involved the rendering or failure to render of any “professional services”.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **RLIPack<sup>®</sup> LEAD EXCLUSION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL EXCESS LIABILITY COVERAGE FORM**

The following is added to **SECTION III – EXCLUSIONS**:

This insurance does not apply to bodily injury, property damage, personal and advertising injury, or medical payments arising out of:

1. The ingestion, inhalation or absorption of lead in any form or to any obligation of the insured to indemnify another and/or contribute with another because of damages arising out of, or as a result of such bodily injury, property damage, personal and advertising injury, or medical payments;
2. Any supervision, instructions, recommendations, notices, warnings, testing, monitoring or advice given or which should have been given in connection with the manufacturing, selling, renting, consulting, removal, demolition and/or distributing of lead or products or premises containing lead;
3. Removal of lead or products containing lead, including property damage in the course of removing lead;
4. Any loss, cost or expense arising out of any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of lead; or
5. Any loss, cost or expense arising out of any claim or suit by or on behalf of a governmental authority for damages, because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **RLIPack<sup>®</sup> FOR DESIGN PROFESSIONALS EXCESS LIABILITY ENHANCEMENT**

### **SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT**

- A. General Aggregate Limit – Per Project Or Per Location**
- B. Additional Insured – Primary/Non-contributory**
- C. Waiver Of Transfer Of Rights Of Recovery Against Others To Us**

This endorsement modifies insurance provided under the following:

#### **COMMERCIAL EXCESS LIABILITY COVERAGE FORM**

##### **A. General Aggregate Limit – Per Project Or Per Location**

Paragraph **2.a.** of **C. Limits of Liability** of **SECTION I – INSURING AGREEMENT** is deleted and replaced by the following:

- a.** The limit of liability stated in the Declarations as general aggregate is the most we will pay during each policy period for all ultimate net loss, except ultimate net loss because of:
  - (1)** injury and damage included in the products-completed operations hazard or;
  - (2)** any coverage included in **underlying insurance** to which no underlying aggregate applies.

The general aggregate applies separately to each of your “projects” away from premises owned by or occupied by you or to each of your locations owned by or occupied by you.

“Projects” mean an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each “project” at the same “location” shall be considered a single “project”.

For the purposes of this provision, “location” means

- (1)** premises involving the same or connecting lots;
- (2)** premises where connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad; or

- (3)** premises where operations are performed in sections, stages or phases as a continuation of the same contract or agreement, even if the premises do not involve connecting lots.

##### **B. Additional Insured – Primary/Non-contributory**

Paragraph **K. Other Insurance** of **SECTION IV – CONDITIONS** is deleted and replaced by the following:

##### **K. Other Insurance**

If other insurance, whether collectible or not, is available to the insured covering a loss also covered by this policy, the insurance afforded by this policy shall be in excess of, and shall not contribute with, such other insurance. However, if the **underlying insurance** provides coverage to an additional insured on a primary basis, or a primary and non-contributory basis, this insurance shall be available to such additional insured on an excess basis over the underlying insurance. We will not share with other insurance which covers such additional insured as a named insured.

##### **C. Waiver Of Transfer Of Rights Of Recovery Against Others To Us**

Paragraph **L. Subrogation** of **SECTION IV – CONDITIONS** is deleted and replaced by the following:

**L. Subrogation**

In the event of any payment under this policy, the insured must notify us of any of the insured's rights of recovery against any person or organization. We shall be subrogated to all such rights. The insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights. However we waive any rights of recovery we may have against any person or organization if the **underlying insurance** also waives such rights.

Any amount recovered through subrogation or otherwise shall be apportioned in the inverse order of payment of the claim or claims involved to the extent of actual payment thereof by all interests. The expenses of all such recoveries and proceedings in connection therewith shall be apportioned in the ratio of respective recoveries. With respect to proceedings conducted solely by us, if there is no recovery, we will bear the expense thereof. If there is a recovery, we shall be reimbursed in full from such recovery for the amount of all expenses incurred by us before apportionment of such recovery as herein provided.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

Policy Number: PSE0001380

RLI Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **RLIPack<sup>®</sup> DISCRIMINATION EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following is added to **SECTION III – EXCLUSIONS**:

This insurance does not apply to bodily injury, property damage, personal and advertising injury, or medical payments arising out of discrimination based on, but not limited to, race, color, creed, sex, religion, age, weight, national origin, gender, handicap, familial preference, or sexual preference.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **RLIPack<sup>®</sup> EMPLOYMENT PRACTICES LIABILITY EXCLUSION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL EXCESS LIABILITY COVERAGE FORM**

The following is added to **SECTION III – EXCLUSIONS**:

This insurance does not apply to any liability or damages which arise out of any:

1. Refusal to employ
2. Termination of employment
3. Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, policies, acts or omission; or
4. Consequential bodily injury or personal and advertising injury as a result of 1. through 3. above.

This exclusion applies:

1. Whether the injury-causing event described in paragraphs 1. through 3. above occurs before, during or after employment of any person;
2. Whether the insured may be held liable as an employer or in any other capacity; or
3. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

Policy Number: PSE0001380

RLI Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **RLIPack<sup>®</sup> DAMAGE TO PREMISES RENTED TO YOU EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following is added to **SECTION III – EXCLUSIONS**:

This insurance does not apply to damage to premises while rented to you or temporarily occupied by you with permission of the owner.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **RLIPack<sup>®</sup> UNINSURED/UNDERINSURED MOTORISTS EXCLUSION**

This insurance does not apply to sums which the insured shall be legally entitled to recover as damages from the owner or operator of an uninsured auto or underinsured auto because of injuries sustained by the insured, caused by an accident and arising out of the ownership, maintenance or use of such auto.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **RLIPack<sup>®</sup> CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY (FOLLOWING FORM)  
COMMERCIAL UMBRELLA LIABILITY  
EXCESS UMBRELLA LIABILITY

- A.** With respect to any one or more **certified act of terrorism**, we will not pay any amounts for which we are not responsible under the terms of the Terrorism Risk Insurance Act, as amended ("Terrorism Risk Insurance Act"), due to the application of any clause which results in a cap on our liability for payments for terrorism losses.
- B.** The following definition is added:
- 1. Certified act of terrorism** means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism pursuant to the "Terrorism Risk Insurance Act." The "Terrorism Risk Insurance Act" sets forth the criteria for a **certified act of terrorism** including:
    - a.** The act resulted in aggregate losses in excess of \$5 million; and
    - b.** The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
  - C.** If aggregate insured losses attributable to acts of terrorism certified under the federal "Terrorism Risk Insurance Act" exceed \$100 billion in a calendar year (January 1 through December 31) and we have met our insurer deductible under the "Terrorism Risk Insurance Act," we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
  - D.** The terms and limitations of any terrorism endorsement or exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Policy.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

Policy Number: PSE0001380

RLI Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

## **PUNITIVE DAMAGE EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following is added to **SECTION III – EXCLUSIONS**:

This policy does not apply:

To any punitive damages, exemplary damages, multiplied portion of any damages, or the defense thereof.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY  
COMMERCIAL EXCESS UMBRELLA LIABILITY  
RLIPACK® COMMERCIAL EXCESS LIABILITY

Any endorsement addressing acts of **terrorism** (however defined) in any **underlying insurance** does not apply to this excess insurance. The following provisions addressing acts of **terrorism** apply with respect to this excess insurance.

### **A. Applicability Of The Provisions Of This Endorsement**

1. The provisions of this endorsement become applicable commencing on the date when any one or more of the following first occurs. But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.
  - a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Coverage Part; or
  - b. A renewal, extension or replacement of the Program has become effective without a requirement to make **terrorism** coverage available to you and with revisions that:
    - (1) Increase our statutory percentage deductible under the Program for **terrorism** losses. (That deductible determines the amount of all certified **terrorism** losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified **terrorism** losses.); or
    - (2) Decrease the federal government's statutory percentage share in potential **terrorism** losses above such deductible; or
    - (3) Redefine **terrorism** or make insurance coverage for **terrorism** subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.

2. If the provisions of this endorsement become applicable, such provisions:
  - a. Supersede any **terrorism** endorsement already endorsed to this policy that addresses **certified acts of terrorism** and/or other acts of terrorism, but only with respect to an incident(s) of **terrorism** (however defined) which results in injury or damage that occurs on or after the date when the provisions of this endorsement become applicable (for claims-made policies, such an endorsement is superseded only with respect to an incident of **terrorism** (however defined) that results in a claim for injury or damage first being made on or after the date when the provisions of this endorsement become applicable); and
  - b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.
3. If the provisions of this endorsement do NOT become applicable, any **terrorism** endorsement already endorsed to this policy, that addresses **certified acts of terrorism** and/or other acts of terrorism, will continue in effect unless we notify you of changes to that endorsement in response to federal law.

- B. The following definition is added and applies under this endorsement wherever the term **terrorism** is in boldface type:

**Terrorism** means activities against persons, organizations or property of any nature:

1. That involve the following or preparation for the following:
  - a. Use or threat of force or violence; or
  - b. Commission or threat of a dangerous act; or
  - c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and

2. When one or both of the following applies:
  - a. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
  - b. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

C. The following exclusion is added:

#### Exclusion Of Terrorism

We will not pay for **ultimate net loss** resulting from injury or damage caused directly or indirectly by **terrorism**, including action in hindering or defending against an actual or expected incident of **terrorism**. **Ultimate net loss** resulting from injury or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. But this exclusion applies only when one or more of the following are attributed to an incident of **terrorism**:

1. The **terrorism** is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the **terrorism** was to release such material; or
3. The **terrorism** is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the **terrorism** was to release such materials; or

5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the **terrorism** and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
  - a. Physical injury that involves a substantial risk of death; or
  - b. Protracted and obvious physical disfigurement; or
  - c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of **terrorism** which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraph **C.5.** or **C.6.** are exceeded.

With respect to this exclusion, Paragraphs **C.5.** and **C.6.** describe the threshold used to measure the magnitude of an incident of **terrorism** and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that incident. When the exclusion applies to an incident of **terrorism**, there is no coverage under this Coverage Part.

In the event of any incident of **terrorism** that is not subject to this exclusion, coverage does not apply to injury or damage that is otherwise excluded under this Coverage Part.

## SIGNATURE PAGE

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



Secretary



President