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THIRD AMENDMENT TO AGREEMENT

This THIRD Amendment of the Agreement, entered into this ___day of _____, 2026, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "the City") and ELS, dba ELS Architecture and Urban Design, a California corporation, whose address is 2040 Addison St, Berkeley CA 9, (hereinafter "Provider"), is made with reference to the following:

RECITALS:

A. On July 17, 2024, an agreement was entered into by and between the City and Provider (hereinafter "Agreement") in an amount not to exceed $503,687.50, for Community Engagement, Programming/Concept Design, Schematic Design, and reimbursable expenses relating to the Alameda Aquatic Center.

B. On December 19, 2024, the original agreement was amended by and between the City and Provider (hereinafter "First Amendment") with additional compensation not to exceed $1,009,434.00 for services rendered during the added contractual term between July 17, 2024 and December 31, 2028, and with a total aggregate compensation not to exceed $1,513,121.50.

C. On June 4, 2025, the First Amendment was amended by and between the City and Provider (hereinafter "Second Amendment") with additional compensation not to exceed $1,761,715.00 for services rendered during the added contractual term between July 17, 2024 and December 31, 2028, and with a total aggregate compensation not to exceed $3,274,836.50.

D. Whereas, the City Council authorized the City Manager to execute this amendment on _____.

E. The City and Provider desire to modify the Agreement on the terms and conditions set forth herein.

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

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

a. By the 7th 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-1,3 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-1,3.

b. Provider shall be compensated for the services performed in accordance with the original contract and the First Amendment, and Second Amendment, consistent with the terms of those agreements. Additionally, Provider shall be compensated for the Third Amendment, covering services performed during the period between July 17, 2024, and December 31, 2028, at the hourly rates set forth in Exhibit A-1,3 of the Third Amendment. Compensation for services performed pursuant to the Third Amendment shall not exceed $171,470.00. Total Compensation for this Agreement shall not exceed $3,446,306.50.

2. 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

Docusign Envelope ID: 649C4BAC-13D3-8781-81BF-05F7724BFA90

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

DocuSigned by:
580297D3CCDC446...
Clarence Mamuyac
CEO

DocuSigned by:
GERALD NAVARRO
3CE027DD04064B8...
Gerald Navarro
CFO

CITY OF ALAMEDA
A Municipal Corporation

Gerry Beaudin
City Manager

RECOMMENDED FOR APPROVAL:

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

APPROVED AS TO FORM:
City Attorney

Signed by:
Skitch Crosby
1A7D4E65843841B...
Skitch Crosby
Assistant City Attorney

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VC5 F145 contract 5250011

12/ 2028

~~226 710~~

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AAC AMP Additional Service Request No. 01- Microgrid Utility Yard

Date	December 29, 2025
To	Chris Ferrara, Assistant General Manager, Customer & Energy Resources
From	Clarence Mamuyac
Project	Alameda Aquatic Center- AMP Microgrid
Subject	Request for Additional Service Fees- Microgrid Utility Yard + Video Screen

The following proposed scope and schedule changes include:

Microgrid Utility Yard
Design and coordinate a Microgrid Utility Yard outside the current project scope. Revise civil and landscape drawings to integrate the yard. Refer to attached consultant proposals for a detailed breakdown of scope. This work will be included as an **Additive Alternate** in the bid documents for the Alameda Aquatic Center.

Video Screen – Bid Documentation and Installation
Specify and coordinate power requirements for a video screen with a 16:9 display (anticipated size: approximately 16' x 9', subject to budget). Include this feature as an **Additive Alternate** in the bid documents for the Alameda Aquatic Center. The allocated budget for design and implementation is $200,000. This proposal excludes work beyond screen specification, such as content creation, graphics, software, or laptop units.

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:

ELS		
Clarence Mamuyac (ELS)	03 hours x $400/hr	$ 1,200
Wiliam Gordon (ELS)	02 hours x $250/hr	$ 3,000
Lauren Wynveen (ELS)	36 hours x $165/hr	$ 5,940
ELS Total Fee for Additional Scope		$10,140
Consultants		
BKF (Civil)		$12,000
SWA (Landscape)		$25,600
Cambridge Seven + Cortina Productions		$ 7,500
Consultant's Total Fee for Additional Scope		$45,100
Total Additional Service Fees Requested		**$55,240**

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 **$55,240.00 (Fifty-Five Thousand, Two Hundred and Forty Dollars and Zero Cents)** to cover Additional Service items described above.

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Summary	
Previous Proposal Sum	$209,370
Additional Service Request #1	$ 55,240
Amended Total	$264,610

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

APPROVED

_____

Chris Ferrara, Alameda Municipal Power

End of AAC AMP Additional Service Request No. 01

Attachements:

BKF Proposal
SWA Proposal
Cambridge Seven Email – Fee Proposal

cc:

Tim Haines, AMP
Justin Long, ARPD

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AAC Additional Service Request No. 03- Dry Utilities

Date	May 5, 2025
To	Justin Long, Director Alameda Recreation and Parks Department
From	William Gordon
Project	Alameda Aquatic Center
Subject	Request for Additional Service Fees- Dry Utilities

The following proposed scope and schedule changes include:

DRY UTILITIES DESIGN

Provide a dry utility design in the public right of way approximately 800 feet long along Atlantic Avenue from a pull box outside the on-site transformer yard to a primary pull box located at the adjacent parking lot entrance. The alignment of the trench will likely be in the vehicle lane. The new joint trench will contain power conduits and spares for telecom.
Provide survey work to pick up additional information at the intersection of Atlantic and the adjacent property. This survey will include the sidewalk and the entire width of the street and the existing ADA ramp adjacent to the Primary box the conduits will connect to.
As needed, provide replacement portions of the sidewalk, roadway and curb and gutter to accommodate the new joint trench. Prepare repair plans for the trench in the public right of way.
Drawings to be incorporated into the main project drawing set.
Provide Construction Administration oversight of dry utilities scope of work.

Documents attached: BKF and PSD proposals.

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:

ELS- Management & Coordination		
William Gordon	8 hours x $250/hr	$2,000
Lauren Wynveen	16 hours x $165/hr	$2,640
ELS Total Fee for Additional Scope		$4,640
Civil- Site Work		
BKF-Survey		$5,520
BKF-Design		$7,980
BKF- CA		$1,400
Consultant's Total Fee for Additional Scope		$14,900

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Dry Utilities	
PSD- Job Startup & Preliminary Investigation	$1,475
PSD- Preliminary Design	$1,475
PSD- Base drawing & Trench Route	$5,900
PSD- Composite Plan, Telecom Substructures & AMP Coordination	$17,700
PSD- Plan Submittal & Trench Cost Estimate	$1,475
PSD- Bid Docs & Pre-construction Meeting	$1,475
Subtotal	$29,500
BKF- Dry Utilities Coordination	$4,425
Consultants' Total Fee for Additional Scope	$33,925
Total Additional Service Fees Requested	**$53,465**

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 **$53,465.00 (Fifty-Three Thousand, Four Hundred Sixty-Five 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. 03- Dry Utilities

Docusign Envelope ID: 649C4BAC-13D3-8781-81BF-05F7724BFA90

June 3, 2025
Revised June 4, 2025
BKF No. C20240076-10

William Gordon
ELS Architecture and Urban Design
2040 Addison Street
Berkeley, CA 94704
Transmitted Via Email: wgordon@elsarch.com

Subject: **Additional Service Request #04 – JT Design Subcontractor**
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: JOINT TRENCH DESIGN

1. **Description:** BKF will procure Power System Design Group (PSD) to prepare a dry utility design in the public right of way approximately 800 to the east along Atlantic Avenue to a primary pull box located at the adjacent parking lot entrance. It appears that the existing joint trench runs in the sidewalk which means that the alignment of the trench will likely be in the vehicle lane. The new joint trench will contain power conduits and spares for telecom. It is not anticipated there will be natural gas in the trench, so PG&E will not be part of this approval. BKF will manage contracting and billing related to the subconsultant.
2. **Scope:** BKF will send a field crew to the site to pick up additional information at the intersection of Atlantic and the adjacent property. This survey will include the sidewalk and the entire width of the street and the existing ADA ramp adjacent to the Primary box the conduits will connect to. It is anticipated that portions of the sidewalk, roadway and curb and gutter will need to be replaced to accommodate the new joint trench. BKF will prepare repair plans for the trench in the public right of way.
3. **Submittals:** It is assumed the project plans will require the addition of sheets to the current set. It is not anticipated that BKF will need to separate offsite repair plans from the main package. We have allotted time for one (1) resubmittal to address comments.
4. **Construction Administration:** BKF has allotted approximately 8 hours for offsite construction administration.

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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	BKF Survey	$ 5,520
2	BKF Offsite Design	$ 7,980
3	Joint Trench Design	$ 33,925
4	BKF CA	$1,400
		$48,825

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

Docusign Envelope ID: 649C4BAC-13D3-8781-81BF-05F7724BFA90

POWER SYSTEMS DESIGN GROUP

Power Systems Design Group
1853 Bonanza Street
Walnut Creek, CA 94596
Phone: 925-933-8485

June 2, 2025

BKF Engineers
Attn: Mr. Eric Swanson, P.E., DBIA
Senior Associate Principal
1646 N. California Blvd, Suite 400
Walnut Creek, CA 94596

Subject: Alameda Aquatic Center – 800 Atlantic Ave, Alameda, CA 94501 - Dry Utility Joint Trench Design

Dear Mr. Swanson:

Power Systems Design Group (PSD) is pleased to submit our proposal for joint utility coordination and joint trench composite for the subject project in the amount indicated on the billing schedule provided. Reproduction and blueprinting is included.

Project Background

The City of Alameda anticipates the redevelopment of Jean Sweeney Open Space Park within the City of Alameda. The development plan consists of a new aquatics center.

Coordination of a joint trench system will be required to accommodate the utility respondents, and will be provided in the form of a composite plan set, illustrating the coordinated design of joint utility trenches and facility locations to coordinate with the proposed civil, and dry utility improvements. This proposal includes the coordination of AMP electric facilities as directed by the AMP power engineering team and all communication company respondents. PG&E gas service and public & private street lighting specification and circuit design is excluded from this proposal.

The following scope of engineering/design services is based on site visits, telephone conversations with the project engineers, and anticipated utility requirements. This proposal excludes any off site capacity work to accommodate initial loads. Any off-Site capacity work and sequencing to be discussed in planning phase of project, with specific utilities.

Detailed Scope of Services

The Scope of Services is categorized into the following tasks:

- Project Management
- Preliminary Engineering
- Preliminary Design (35% Submittal)
- Detailed Design (65% Submittal)
- Finalize Composite (100% Submittal)
- Final Bid Documents
- Construction Services

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- Supplemental Services

General Information Requirement

Client will provide the following as requested:

- Preliminary improvement plans
- Preliminary soils report
- Base sheets in same scale as improvement plans
- Grading plans
- Final soils report
- Improvement Plans (electronic media - acceptable format)

Project Management

This task includes coordination with the project team and attendance of meetings prior to the actual design of the joint trench composite. This includes continuous coordination with representatives of each participating utility, as required.

Meetings

Attend meetings as required for coordinating work efforts and reporting progress as follows:

- Five Project Team Meetings
- One Pre-engineering Meeting
- One Field Review Meeting
- One Pre-construction Meeting

Additional meetings requested by client will be based on the hourly rates outlined in the Supplemental Service section of this scope.

Preliminary Engineering

Plan Submittal

To facilitate plan submittal to utility companies, the client will provide the following:

- Electronic access to improvement plans. The improvement plans to include the following: grading plans, storm drains and catch basins, sewer mains and laterals, water mains and laterals, fire hydrant locations, and driveway locations
- One copy of final soils report
- Any other required plans necessary to provide utility ancillary service to signal controllers, irrigation control panels, etc.

Preliminary Investigation

Establish location and availability of existing utility facilities

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- Field review of the job-site
- Joint utility engineering department contact

Preliminary Design (35% Submittal)

Preliminary Design (35%) plans are defined as progress plans that do not include details, quantities, and specifications.

Establish preliminary joint trench route with input from the following:

- AMP Electric Department
- AT&T
- Comcast
- PG&E

Provide rough estimate of joint trench cost on per lineal foot basis.

Provide single line drawing to civil engineer, illustrating joint trench location, for engineer's review and comments.

Detailed Design (65% Submittal)

This submittal provides complete information for a detailed review of the design. The submittal will include a complete set of plans (unchecked), details (unchecked), and approximate quantities.

Composite Drawing

Joint trench composite plan provided in English units of measure on 24" x 36" sheets at a scale of 1"=20' or to a size and scale mutually agreed upon.

The composite drawing will include the following:

- Trench sections to identify occupancy of electric, telephone, CATV and street lighting facilities
- Excavation locations to identify the installation of electric, telephone and CATV splice boxes, vaults, manholes, pads and pedestals

The composite drawing shall be forwarded to the civil engineer for review and comment at the 65% submittal stage. This iterative process will continue until all infrastructure conflicts are resolved. This does not include revisions to the plan and profile drawings of the improvement plans. Preliminary specifications may be available at this time to facilitate ordering of long lead time materials, or provide budgetary data.

~~**PG&E Gas Design**~~

- ~~Provide value engineering (review utility requirements)~~
- ~~Provide tariff analysis~~
- ~~Coordinate gas design with PG&E~~
- ~~Provide gas construction plan approved by PG&E~~

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- ~~Provide a list of major material items with PG&E code numbers~~

Finalize Composite Plan (100% Submittal)

Incorporate comments received on the 65% submittal

Submit complete plans, specifications, and estimate to city for review and comment.

Final Bid Documents

Incorporate comments received from the reviewing agencies on the 100% submittal, and incorporate into the Final Bid Documents.

Trench Cost Estimate

Consultant will prepare a joint trench cost estimate, (Form B). This Form B, estimate provides a breakdown of trench and excavation cost, and identifies cost responsibilities for all participating utilities, and the applicant.

Bid Package and Specifications

Utilizing the composite drawing, electric, telephone and CATV plans (as applicable), the consultant will prepare unit price bid sheets that include the following:

- Lineal footage of all trenches, listed by various sizes
- Splice boxes excavations, listed by quantity and size
- Lineal footage of all conduits to be supplied and installed by the client
- All vaults/boxes, manholes & pads to be supplied and installed by client
- AMP electric drawings, Street lighting plans (as applicable), PG&E Gas, AT&T, Comcast, and other construction plans as available

Construction Services

Preconstruction Meeting

Prior to start of joint trench construction, consultant will set up and attend a pre-construction meeting with the utility companies, client, trenching agent and civil team.

Supplemental Services

Coordinate with others as directed by the client to provide additional services beyond the detailed scope of this proposal.

Attend City's Utility Coordination Meetings & any other requests made by client and/or their consultants beyond this scope of work.

Reproduction and blueprinting will be billed at cost.

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Consultant is available on an hourly basis. Hourly rates are as follows:

Principal	$ 500.00
Engineer	$ 350.00
Design Engineer	$ 250.00
Contract Analyst	$ 250.00

Note: Services beyond the scope of this proposal shall be billed accordingly and based on the above hourly rates.

Exclusions

The services to be provided under the terms of this Agreement are explicitly those detailed in the Scope of Work. All items of work not expressly described in the Scope of Work shall be deemed "extra work" and consultant shall be compensated at the Supplemental Service rates stated above.

Work specifically excluded from this Agreement (unless deleted below and added to Scope of Work), include the following:

- Retaining wall design around splice boxes
- Traffic signals, traffic lighting design or construction drawings
- Revisions to plans based on change in product type and/or changes to civil engineer's plan and profile improvement plans
- Property acquisition (rights of ways, permits, easements, etc.)
- Temporary service for construction site
- Relocation of onsite or offsite utility transmission facilities
- Any offsite facilities, excluding those listed in the Scope of Work
- Field supervision, construction forces, or installations
- Measurement or Certification for payment by Contractor or others
- Measurement or Certification for "Record" drawings
- Field survey, staking or layout
- Detailed utility budget
- Landscape lighting design
- Private lighting design
- Underground conversions to existing overhead services
- Blueprinting and reproduction costs
- Review of utility contracts
- Any work associated with the relocation of existing utilities

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- Review of product submittals
- Any work required on private property
- Design of AT&T and CATV facilities (Utilities to provide their design)
- Any work associated with City facilities (i.e. traffic signal interconnect, fiber optics)
- Record or "as built" drawings
- Inordinate amount of utility governance to obtain electric utility plans in a timely manner

Field Conditions Statement

Placement of new facilities on the Joint Trench Composite Plan will be based on record information obtained from the project engineer and/or the participating utility companies. Any conflicts caused by actual field conditions different than the record drawings, will not be the responsibility of Power Systems Design Group. Any work required by Power Systems Design Group to resolve possible conflicts shall be deemed "extra work" and consultant shall be compensated at the Supplemental service rates indicated.

Insurance

Power Systems Design Group maintains the following insurance coverage:

General
$1,000,000 Each Occurrence
$2,000,000 General Aggregate

Auto
$2,000,000 Combined Single Limit

Umbrella Liab / Excess Liab / Occur
$4,000,000 Each Occurrence
$4,000,000 General Aggregate

Professional E&O
$2,000,000 Each Claim
$2,000,000 Aggregate

Workers Compensation / Employers' Liability
$1,000,000 Each Accident

If you have any questions or need any additional information or clarification, please contact me at 925.933.8485.

Very truly yours,

Power Systems Design Group

Adam R. Vawter
CEO

Docusign Envelope ID: 649C4BAC-13D3-8781-81BF-05F7724BFA90

Alameda Aquatics Center – 800 Atlantic Avenue, Alameda

Billing Schedule

Dry Utility Coordination, Joint Trench Composite Plan, AT&T & Comcast.

I.	Job Startup & Preliminary Investigation	5%	$	1,475.00
II.	Preliminary Design	5%	$	1,475.00
III.	Base Drawing and Trench Route (Intent Issued)	20%	$	5,900.00
IV.	Composite Plan, Telecom Substructures & AMP Coordination	60%	$	17,700.00
V.	Plan Submittal & Trench Cost Estimate (Form B)	5%	$	1,475.00
VI.	Bid Documents & Pre-Construction Meeting	5%	$	1,475.00
	Total:		**$**	**29,500.00**

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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:

ELS		
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
BKF		$16,480
Consultant's Total Fee for Additional Scope		$16,480
Total Additional Service Fees Requested		**$18,140**

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.

Docusign Envelope ID: 649C4BAC-13D3-8781-81BF-05F7724BFA90

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

Docusign Envelope ID: 649C4BAC-13D3-8781-81BF-05F7724BFA90

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

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.

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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
		$16,480

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 _____

Docusign Envelope ID: 649C4BAC-13D3-8781-81BF-05F7724BFA90

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AAC Additional Service Request No. 06- Division 1 Specifications

Date	November 17, 2025
To	Justin Long, Director Alameda Recreation and Parks Department
From	William Gordon
Project	Alameda Aquatic Center
Subject	Request for Additional Service Fees- Division 1 Specifications

The following proposed scope and schedule changes include:

DIVISION 1 SPECIFICATIONS

Review City proposed draft Division 1 specifications. Review draft Division 0 specifications and determine missing sections that need to be added to Division 1. Assemble drafts of missing Division 1 sections. Format and coordinate Division 1 specifications.

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:

ELS- Management & Coordination- William Gordon		
Review SKA Div 1 specs & provide comments	6 hours x $250/hr	$1,500
Review draft Div 0 specs & provide comments	4 hours x $250/hr	$1,000
Determine missing sections to add to Div 1 spec	4 hours x $250/hr	$1,000
Assemble drafts of 15 Div 1 sections	6 hours x $250/hr	$1,500
ELS Total Fee for Additional Scope		$5,000
Specification West- Specifications- Richard Murray		
Format 15 Div 1 sections & coordinate w/ Div 0 specs	18 hours x $250/hr	$4,500
Consultant's Total Fee for Additional Scope		$4,500
Total Additional Service Fees Requested		**$9,500**

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 **$9,500.00 (Nine Thousand, Five Hundred 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.

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urban design

APPROVED

_____

Justin Long, City of Alameda

End of AAC Additional Service Request No. 06- Division 1 Specifications

2040 Addison Street Berkeley, CA 94704 510.549.2929 elsarch.com

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AAC Additional Service Request No. 05- Thickened Slab Design

Date	June 27, 2025
To	Justin Long, Director Alameda Recreation and Parks Department
From	William Gordon
Project	Alameda Aquatic Center
Subject	Request for Additional Service Fees- Thickened Slab Design

The following proposed scope and schedule changes include:

THICKENED SLAB DESIGN

Design alternate competition pool floor, competition pool surge tank, activity swimming pool floor and activity pool surge tank for a weighted non-buoyant condition as an alternate bid option to prevent uplift when the vessels are occasionally drained for maintenance purposes. Provide structural calculations for alternate bid along with additional plan sheet and details.

Documents attached: ADG proposal

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:

ELS- Management & Coordination		
William Gordon	3 hours x $250/hr	$750
ELS Total Fee for Additional Scope		$750
ADG- Design, Engineering & Drawing		$7,500
Consultant's Total Fee for Additional Scope		$7,500
Total Additional Service Fees Requested		**$8,250**

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 **$8,250.00 (Eight Thousand, Two Hundred Twenty-Five 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.

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Justin Long, City of Alameda

End of AAC Additional Service Request No. 05- Thickened Slab Design

2040 Addison Street Berkeley, CA 94704 510.549.2929 elsarch.com

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AAC Additional Service Request No. 04- Dewatering Design

Date	May 25, 2025
To	Justin Long, Director Alameda Recreation and Parks Department
From	William Gordon
Project	Alameda Aquatic Center
Subject	Request for Additional Service Fees- Dewatering Design

The following proposed scope and schedule changes include:

DEWATERING DESIGN

Provide a groundwater dewatering plan for lowering the groundwater below the bottom of the two pool slabs. The dewatering system will be used during construction as well as when the pools are drained for routine maintenance in order to mitigate uplift issues.

Task 1: Evaluate the hydrogeologic conditions at the site
Task 2: Develop a groundwater dewatering model for the project site
Task 3: Evaluate the dewatering system design scenarios and operation
Task 4: Draft and final dewatering report/submittal
Task 5: Meetings and project management

The final report will include drawings showing the location of the dewatering wells and the piping system, with all of the details necessary for the dewatering contractor to construct the dewatering system.

Documents attached: HSI proposal

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:

ELS- Management & Coordination		
William Gordon	9.5 hours x $250/hr	$2,375
ELS Total Fee for Additional Scope		$2,375
HSI- Analysis, Evaluation, & Design		$24,500
Consultant's Total Fee for Additional Scope		$24,500
Total Additional Service Fees Requested		**$26,875**

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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 **$26,875.00 (Twenty-Six Thousand, Eight Hundred Seventy-Five 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. 04- Dewatering Design

Docusign Envelope ID: 649C4BAC-13D3-8781-81BF-05F7724BFA90

HSI Hydrologic Systems
1588 Sean Drive
Placerville, California 95667
Phone:(415) 454-6056

June 11, 2025

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

Re: Alameda Aquatic Center, Dewatering Proposal

Dear William:

HSI is pleased to submit this proposal for developing a Groundwater Dewatering plan for dewatering the foundations for the Alameda Aquatic Center Pool at 1100 Atlantic Avenue in Alameda, California. Figure 1 is a location map for the project. This dewatering analysis covers the dewatering of the foundation and underground utilities at the facility. Figure 2 is a site map outlining the footprint of the project. The scope of work has been developed to provide the dewatering requirements for lowering the groundwater to a level below the bottom of the excavation.

Hydrologic Systems has been developing groundwater dewatering control and monitoring plans for large construction projects for over 18 years. Thomas Burke, the project manager for this project has over 30 years of experience in providing water resources and groundwater consulting services. A copy of his resume has been provided in Attachment B to this scope.

HSI has pioneered the use of detailed 3-dimensional groundwater modeling in evaluating and streamlining dewatering systems to minimize impacts from dewatering on existing infrastructure. I have provided brief summaries of selected projects in Attachment A to this scope.

To provide for a dry foundation to work on, it is recommended that the groundwater be drawn down to a level 3 feet below the bottom of the required excavation unless additional requirements are specified by the geotechnical engineer for the project. This will provide for a stable foundation for construction activities. The background groundwater elevation can vary from year to year as well as between seasons. Existing data from piezometers at or near the site will be used to determine a conservative background groundwater level. The tidal variation of San Francisco Bay will also be taken into consideration in the analysis. It is recommended that the depth to groundwater be verified prior to any excavation or dewatering work. The groundwater data, geotechnical data, and project plans will all be converted to a common datum and input to a GIS system for this analysis.

The following tasks have been developed to evaluate the dewatering requirements for the project.

HSI Hydrologic Systems

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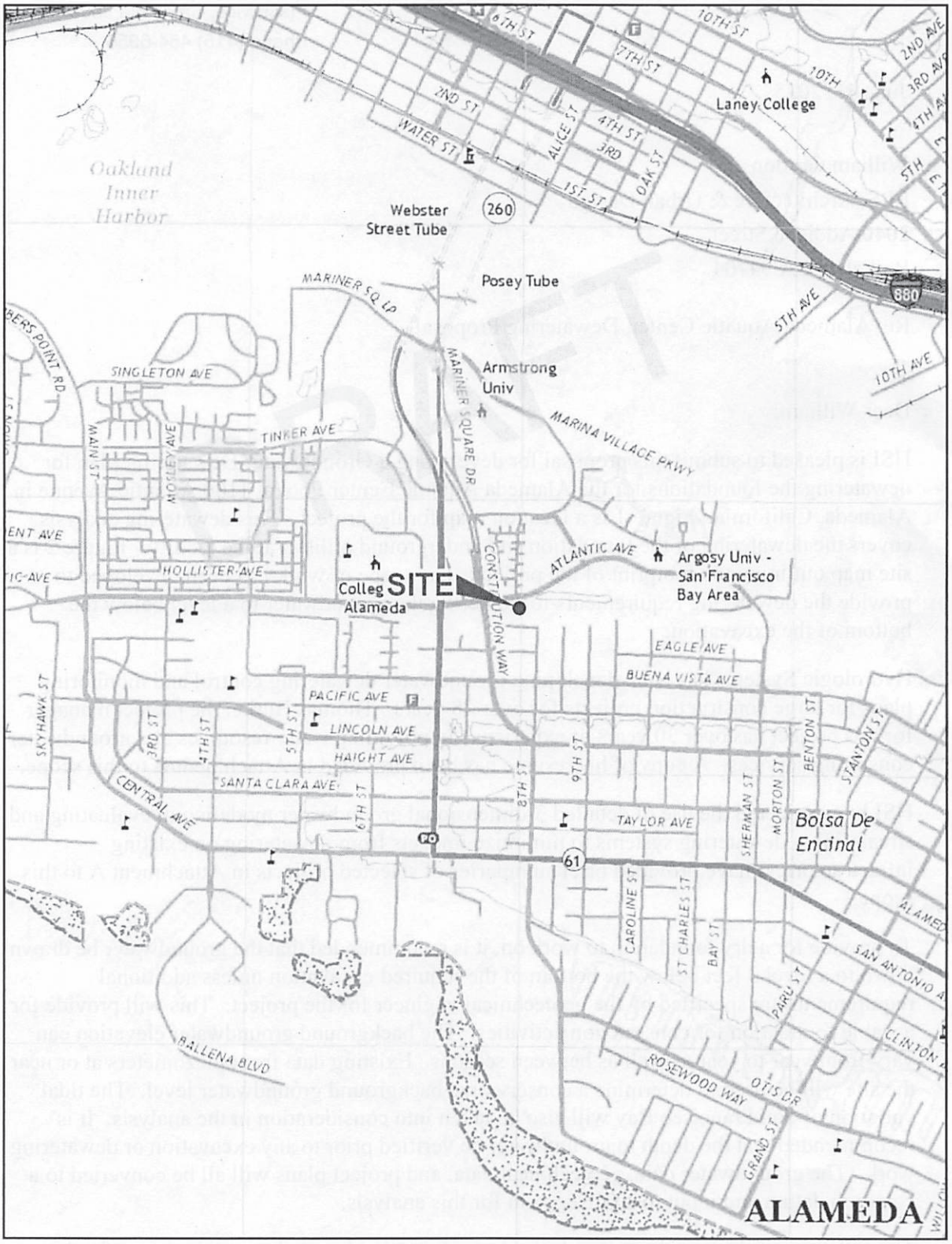

Figure 1. Project Location.

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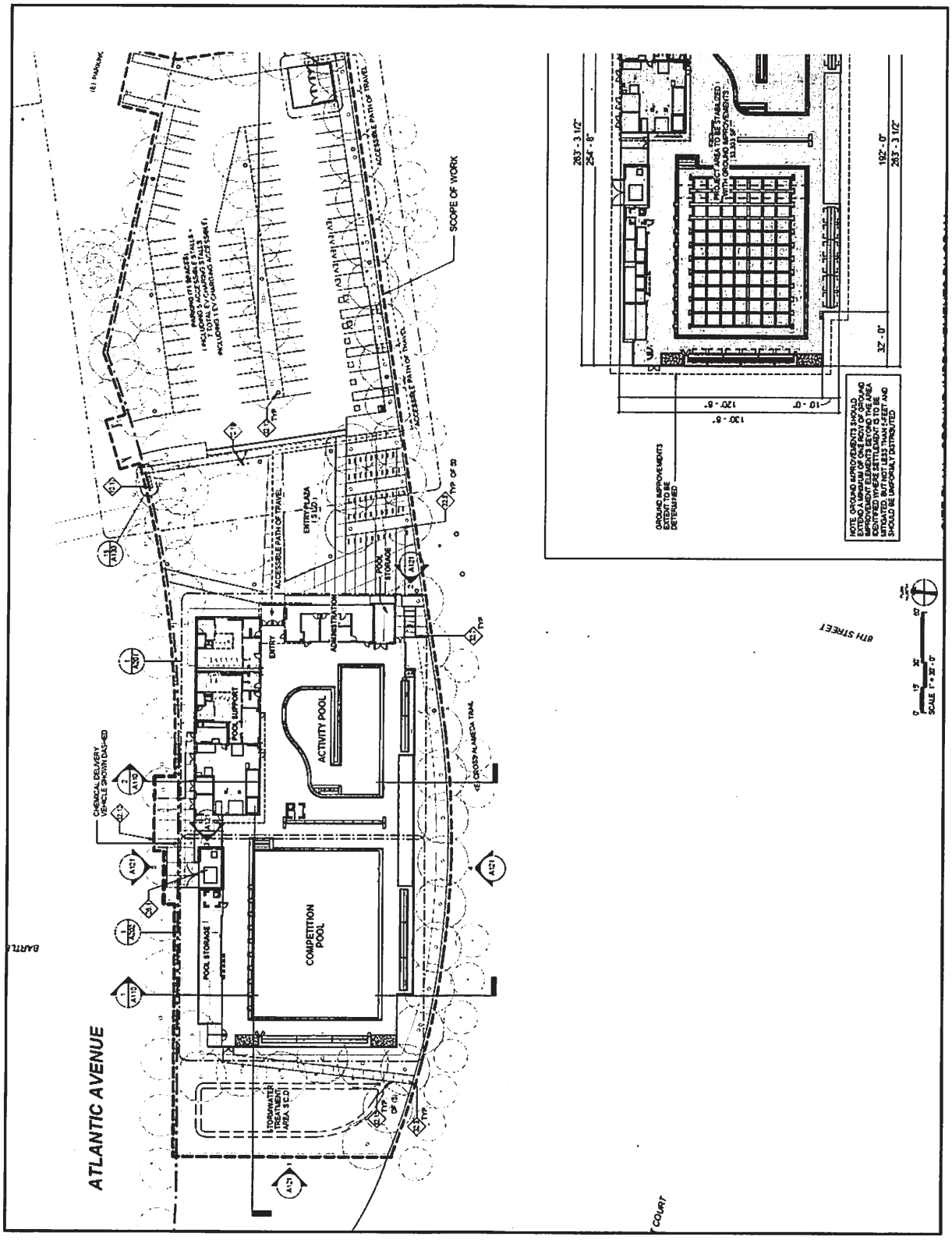

Figure 2. Project Site.

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Task 1: Evaluate the Hydrogeologic Conditions At The Site.

The existing geology surrounding the proposed project will be characterized with respect to the hydrogeologic characteristics driving groundwater flow. This characterization will be based on core borings and geophysical exploration that has been conducted at the site and core logs from projects adjacent to the project site. The data will be entered into a GIS database of the project.

Deliverable: The MODLFLOW groundwater model developed for the site.

Cost: $3,900.00

Task 2: Develop A Groundwater Dewatering Model For The Project Site.

A MODFLOW groundwater dewatering model will be developed to evaluate the spacing and depth of dewatering wells that are required to dewater the site. MODFLOW is a 3-dimensional finite element groundwater model. We have used it on many dewatering projects throughout California. The model will be based on the geologic characteristics that were developed in the geotechnical report for the project. Without a site specific pump test, the aquifer characteristics will be based on standard textbook values of hydraulic conductivity for the identified soil types. The model will allow for the evaluation of different shoring wall and dewatering well configurations, the radius of influence of the dewatering operation and the volume of water developed during the dewatering phase of the project. The dewatering wells will be designed with a consideration that they will be permanent wells that will be used in periodic maintenance of th facility.

Deliverable: The MODLFLOW groundwater model developed for the site.

Cost: $7,100.00

Task 3: Evaluate The Dewatering System Design Scenarios and Operation

Proposed dewatering alternatives will be evaluated using the dewatering model created in Task 2. Analysis of various shoring wall configurations, well depth, and well spacing will be evaluated. Discharge estimates and groundwater drawdown outside of the site will also be evaluated for the different scenarios. Groundwater drawdown contours will be developed for each scenario. The contours will show the change in groundwater elevation over time in the vicinity of the project site, as well as the radius of influence that the dewatering system will have on groundwater in the area. An estimate of the required pumping rate will be developed to evaluate discharge requirements. If necessary, the well placement will be optimized to minimize the amount of groundwater pumping that is required.

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Deliverable: Technical Memo of Dewatering System Analysis.

Cost: $2,700.00

Task 4: Draft and Final Dewatering Report/Submittal

A report will be developed to present the results of the groundwater model and the dewatering system analysis. The report will contain the dewatering components, discharge estimates, and plots of the groundwater drawdown contours within and outside the excavation area.

Deliverable: The Groundwater Dewatering Report.

Cost: $6,900.00

Task 5: Meetings and Project Management

This task will cover site visits, meetings, and project manage4ment activities.

Cost: $3,900.00

Optional Tasks

Given the nature of the dewatering operation and cutoff wall, the following tasks will not likely be required, but scope and costs have been provided should the tasks be deemed necessary.

Task O1: Pump Test

If a more accurate estimate of the potential discharge from the dewatering system is required, or a more detailed estimate of drawdown around he site is important, a pump test is recommended. The pump test will provide for a better estimate of the aquifer characteristics of the soil strata below the project site. To minimize the cost, we will attempt to place the test wells at the location where we anticipate placing dewatering wells. The data from the pump test will greatly improve the accuracy of the dewatering model. HSI will install, maintain, and download the data from the groundwater sensors. The wells and the discharge facilities for the test will be installed by others.

Deliverable: A Technical Memorandum presenting the results of the pump test.

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Cost: $6,900.00

Task O2: Groundwater Monitoring

To Track the actual groundwater elevation during dewatering two monitoring wells are recommended for the project. The data from these wells will be used to verify the groundwater drawdown at the project site during the dewatering phase of the project. The data will be used to prevent excessive drawdown from over dewatering the site. This information can also be used to contest any claim that the dewatering activity has resulted in any settlement of structures adjacent to the project. Continuous recording groundwater level sensors will be installed in each well. HSI will install the groundwater monitoring sensors, and will download them biweekly. The monitoring wells will be constructed by others.

Deliverable: A Technical Memorandum presenting a plot of groundwater elevation change over time at each monitoring well.

Cost: First Month: $6,100.00

Subsequent Months" $4,900.00

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Summary of Costs

Primary Tasks:

Task 1	Hydrogeologic Analysis	$3,900
Task 2	Dewatering Model development	$7,100
Task 3	Dewatering System Evaluation	$2,700
Task 4	Dewatering Report Submittal	$6,900
Task 5	Meetings and Project management	$3,900
	Primary Tasks Subtotal	$24,500

Optional Tasks:

Task O1	Pump Test	$6,900
Task O2	Groundwater Monitoring, first month	$6,100
	each additional month	$4,900
	Optional Task Subtotal	$13,000
	each additional month of monitoring	4,900

Total		$37,500
	each additional month of groundwater monitoring	4,900

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This proposal does not include the acquisition of any permits for the dewatering operation. It is assumed that the permits will be acquired by others. All groundwater dewatering wells and any required monitoring wells will be constructed and developed by others.

If you have any questions on the above tasks or costs, please don't hesitate to give me a call.

Sincerely,

Thomas K. Burke

Thomas Burke, PE

Principal

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ELS0000-01 YUENG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/18/2026

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

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

PRODUCER License # 0E67768 IOA Insurance Services 4301 Hacienda Dr Ste 220 Pleasanton, CA 94588-2711	CONTACT NAME: Gigi Yuen PHONE (A/C, No, Ext): (925) 660-3514 FAX (A/C, No): (925) 416-7869 E-MAIL ADDRESS: Gigi.Yuen@ioausa.com
INSURED ELS dba: ELS Architecture and Urban Design 2040 Addison Street Berkeley, CA 94704	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : RLI Insurance Company — 13056 INSURER B : Berkley Insurance Company — 32603 INSURER C : Palomar Excess and Surplus Insurance Company — 16754 INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			PSB0001596	10/1/2025	10/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			PSA0002551	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			PSE0001380	10/1/2025	10/1/2026	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		PSW0002642	10/1/2025	10/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Professional Liab.			AEC909771001	6/10/2026	6/10/2027	Per Claim/Aggregate	3,000,000
C	Prof. Liab. Excess			CPPLXSA26000200	6/10/2026	6/10/2027	Per Claim/Aggregate	2,000,000

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

All Operations of the Named Insured.

General Liability: Please see Additional Insured Endorsement attached; such coverage is Primary and Non-contributory, with Waiver of Subrogation included, as required per written contract.

NOTE: No company owned vehicles. Aforementioned General Liability includes coverage for Hired & Non-Owned Auto Liability. Please see attached Additional Insured Endorsement, as required per written contract.

Workers' Compensation: Please see Waiver of Subrogation Endorsement, as required by written contra

Excess Liability follows form over General Liability, Auto Liability, and Employer's Liability (Workers' C ation). Please see attached Schedule of

SEE ATTACHED ACORD 101

Initial LC 6/23/2026

CERTIFICATE HOLDER

City of Alameda
2263 Santa Clara Avenue
Alameda, CA 94501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: ELS0000-01 YUENG

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

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

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:
Underlying Insurance.
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

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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.

Docusign Envelope ID: 649C4BAC-13D3-8781-81BF-05F7724BFA90

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 Bus-iness 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:

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(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, Colli-sion 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 reasonable 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.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

(This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Schedule

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

Policy No. PSW0002642

Endorsement No.

Premium

Insured
ELS

Insurance Company
RLI Insurance Company

Countersigned by *Curtis Pancoast*

WC 00 03 13
(Ed. 4-84)

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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
General Liability Only the Type of Coverage identified in this Schedule of Underlying Insurance by Carrier, policy number and applicable Limits are to be included.	RLI Insurance Company	10/01/2025	10/01/2026	Occurrence $ 1,000,000 Aggregate $ 2,000,000
Employee Benefits Liability Only the Type of Coverage identified in this Schedule of Underlying Insurance by Carrier, policy number and applicable Limits are to be included.	RLI Insurance Company	10/01/2025	10/01/2026	Each Employee $1,000,000 Aggregate $1,000,000
Employers' Liability Only the Type of Coverage identified in this Schedule of Underlying Insurance by Carrier, policy number and applicable Limits are to be included.	RLI Insurance Company	10/01/2025	10/01/2026	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
Business Auto Liability Only the Type of Coverage identified in this Schedule of Underlying Insurance by Carrier, policy	RLI Insurance Company	10/01/2025	10/01/2026	Each Accident $1,000,000

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

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number and applicable Limits are to be included.				

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.