

**SERVICE PROVIDER AGREEMENT**

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this 17<sup>th</sup> day of July, 2024 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (“the **City**”), ELS dba ELS Architecture and Urban Design, a California corporation, whose address is 2040 Addison St, Berkeley CA 94704, “**Provider**”, in reference to the following facts and circumstances:

**RECITALS**

- A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: Project Manager and Owner’s Representative for the Design of the Alameda Aquatic Center. City staff issued an RFP/RFQ on March 16, 2023 and after a submittal period of twenty nine days received four timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City’s needs
- C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. Whereas, the City Council authorized the City Manager to execute this agreement on July 16, 2024.
- E. The City and Provider desire to enter into an agreement for the Design of the Alameda Aquatic Center, upon the terms and conditions herein.

**AGREEMENT**

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Provider agree as follows:

**1. TERM:**

The term of this Agreement shall retroactively commence on the 1st day of June 2024, and shall terminate on the 31st day of December 2024, unless terminated earlier as set forth herein.

**2. SERVICES TO BE PERFORMED:**

Provider agrees to do 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 as requested. Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

**3. COMPENSATION TO PROVIDER:**

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 B and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or their designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B.

b. The total compensation for this agreement shall not exceed \$503,687.50, which includes \$62,437.50, remaining 25% from Blach Construction Agreement for Community Engagement, Programming/Concept Design and \$25,000 of a reimbursable expenses budget, for reimbursable costs as of June 3<sup>rd</sup>, 2024 and for Schematic Design.

**4. TIME IS OF THE ESSENCE:**

Provider and the City agree that time is of the essence regarding the performance of this Agreement.

**5. STANDARD OF CARE:**

Provider shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Provider represents that it is skilled in the professional calling necessary to perform all services contracted for in this Agreement. Provider further represents that all of its employees and subcontractors shall have sufficient skill and experience to perform the duties assigned to them pursuant to and in furtherance this Agreement. Provider further represents that it (and its employees and subcontractors) have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the services (including a City Business License, as needed); and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Provider shall perform (at its own cost and expense and without reimbursement from the City) any services necessary to correct errors or omissions which are caused by Provider's failure to comply with the standard of care provided for herein. Any employee of the Provider or its sub-providers who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of any services under this Agreement, or a threat to the safety of persons or property (or any employee who fails or refuses to perform the services in a manner acceptable to the City) shall be promptly removed by the Provider and shall not be re-employed to perform any further services under this Agreement.

**6. INDEPENDENT PARTIES:**

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by the City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave, are available from the City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the

responsibility of Provider. Any personnel performing the services under this Agreement on behalf of Provider shall also not be employees of City and shall at all times be under Provider's exclusive direction and control.

**7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold the City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

**8. NON-DISCRIMINATION:**

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, disability (both mental and physical) including HIV and AIDS, medical condition (e.g. cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate union activities. Such non-discrimination shall include but not be limited to all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

**9. HOLD HARMLESS:**

a. To the fullest extent permitted by law, Provider shall indemnify, defend (with counsel acceptable to the City) and hold harmless the City, its City Council, boards, commissions, officials, employees, agents and volunteers ("Indemnitees") from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including reasonable attorney's fees and costs of litigation ("Claims"), arising from or in any manner connected to Provider's performance of its obligations under this Agreement or out of the operations conducted by Provider even if the City is found to have been negligent. If the Claims filed against Indemnitees allege negligence, recklessness or willful misconduct on the part of Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Provider. Provider shall not have any obligations to indemnify Indemnitees if the loss or damage is found to have resulted solely from the negligence or the willful misconduct of the City. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

b. As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.


c. Provider's obligation to indemnify, defend and hold harmless Indemnitees shall expressly survive the expiration or early termination of this Agreement.

**10. INSURANCE:**

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City’s Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Sections 10.b. (1) through (4). The Certificate Holder should be The City of Alameda, 2263 Santa Clara, Ave., Alameda, CA 94501. Such certificates, which do not limit Provider’s indemnification, shall also contain substantially the following statement:

“Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days’ advance written notice to the City of Alameda. Attention: Risk Manager.”

Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company licensed to offer insurance business in the State of California with a current A.M. Best’s rating of no less than A:VII or Standard & Poor’s Rating (if rated) of at least BBB unless otherwise acceptable to the City. Provider shall deliver updated insurance certificates to the City at the address described in Section 17.f. prior to the expiration of the existing insurance certificate for the duration of the term of Agreement. Endorsements naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers as additional insured shall be submitted with the insurance certificates.

  
Provider Initials

b. COVERAGE REQUIREMENTS:

Provider shall maintain insurance coverage and limits at least as broad as:

(1) Workers’ Compensation:

Statutory coverage as required by the State of California, as well as a Waiver of Subrogation (Rights of Recovery) endorsement.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury:                    \$1,000,000 each occurrence  
    \$2,000,000 aggregate - all other

Property Damage:                \$1,000,000 each occurrence  
    \$2,000,000 aggregate

If submitted, combined single limit policy with per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be considered equivalent to the required minimum limits shown above. Provider shall also submit declarations and policy endorsements pages. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials,

employees, agents, and volunteers is required. The Additional Insured Endorsement shall include primary and non-contributory coverage at least as broad as the CG 2010.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury: \$1,000,000 each occurrence  
Property Damage: \$1,000,000 each occurrence

or

Combined Single Limit: \$2,000,000 each occurrence

Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(4) Professional Liability:

Professional liability insurance which includes coverage appropriate for the professional acts, errors and omissions of Provider’s profession and work hereunder, including, but not limited to, technology professional liability errors and omissions if the services being provided are technology-based, in the following minimum limits:

\$2,000,000 each claim

c. SUBROGATION WAIVER:

Provider hereby agrees to waive rights of subrogation that any insurer of Provider may acquire from Provider by virtue of the payment of any loss. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Provider, its employees, agents and subcontractors.

d. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, the City shall be permitted to obtain such insurance in Provider’s name or as an agent of Provider and shall be compensated by Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

e. ADDITIONAL INSURED:

The City, its City Council, boards, commissions, officials, employees, agents, and volunteers shall be named as additional insured(s) under all insurance coverages, except workers’ compensation and professional liability insurance. The naming of an additional insured shall not

affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy. Additional Insured coverage under Provider's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured(s).

f. SUFFICIENCY OF INSURANCE:

The insurance limits required by the City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider. The coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of the coverage carried by or available to Provider; whichever is greater.

g. EXCESS OR UMBRELLA LIABILITY:

If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this Agreement, then said policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this Agreement, including but not limited to, the additional insured, SIR, and primary insurance requirements stated therein. No insurance policies maintained by the indemnified parties or Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until all the primary and excess liability policies carried by or available to the Provider are exhausted.

**11. CONFLICT OF INTEREST:**

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement require Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

**12. PROHIBITION AGAINST TRANSFERS:**

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or their designee may consent or reject such request in their sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock, membership interest, partnership interest, or the equivalent, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of Provider.

**13. APPROVAL OF SUB-PROVIDERS:**

a. Only those persons and/or businesses whose names and resumés are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in their sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by Provider.

c. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement. Provider shall include the following language in their agreement with any sub-provider: "Sub-providers hired by Provider agree to be bound to Provider and the City in the same manner and to the same extent as Provider is bound to the City."

d. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information that Provider then analyzes and incorporates into its work product.

**14. PERMITS AND LICENSES:**

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City business license that may be required in connection with the performance of the services and tasks hereunder.

**15. REPORTS:**

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of the City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or their designee.

c. Provider shall, at such time and in such form as City Manager or their designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

**16. RECORDS:**

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of Provider's

performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by the City that relate to the performance of the services and tasks under this Agreement (collectively the “**Records**”).

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of the City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by the City’s preliminary examination or audit of records, and the City’s supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

**17. NOTICES:**

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party’s respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to the City shall be addressed to the City at:

City of Alameda  
Recreation and Parks Department  
2226 Santa Clara Ave  
Alameda, CA 94501  
ATTENTION: Justin Long, Director  
Ph: (510) 747-7570

e. All notices, demands, requests, or approvals from the City to Provider shall be addressed to Provider at:

ELS Architecture and Urban Design  
2040 Addison St  
Berkeley CA 94704  
ATTENTION: Clarence Mamuyac, JR  
Ph: (510) 549-2929

f. All updated insurance certificates from Provider to the City shall be addressed to the City at:

City of Alameda  
Recreation and Parks Department  
2226 Santa Clara  
Alameda, CA 94501  
ATTENTION: Irene Jung  
Ph: (510) 747-7573 / Email: [ijung@alamedaca.gov](mailto:ijung@alamedaca.gov)

**18. SAFETY:**

a. Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

**19. TERMINATION:**

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from the City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the City may thereafter immediately terminate the Agreement forthwith by giving to Provider written notice thereof.

b. The foregoing notwithstanding, the City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

**20. ATTORNEYS' FEES:**

In the event of any litigation, including administrative proceedings, relating to this Agreement, including but not limited to any action or suit by any party, assignee or beneficiary against any other party, beneficiary or assignee, to enforce, interpret or seek relief from any provision or obligation arising out of this Agreement, the parties and litigants shall bear their own attorney's fees and costs. No party or litigant shall be entitled to recover any attorneys' fees or costs from any other party or litigant, regardless of which party or litigant might prevail.

**21. HEALTH AND SAFETY REQUIREMENTS.**

Provider acknowledges that the City shall have the right to impose, at the City's sole discretion, requirements that it deems are necessary to protect the health and safety of the City employees, residents, and visitors. Provider agrees to comply with all such requirements, including, but not limited to, mandatory vaccinations, the use of personal protective equipment (e.g. masks), physical distancing, and health screenings. Provider also agrees to make available to the City, at the City's request, records to demonstrate Provider's compliance with this Section.

**22. COMPLIANCE WITH ALL APPLICABLE LAWS:**

During the term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by the City. Provider shall defend, indemnify, and hold City (including its officials, directors, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws and regulations pursuant to the indemnification provisions of this Agreement.

**23. CONFLICT OF LAW:**

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

**24. WAIVER:**

A waiver by the City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

**25. INTEGRATED CONTRACT:**

Subject to the language of Section 33, the Recitals and exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both the City and Provider.

**26. PREVAILING WAGES:**

Provider is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq. as well as California Code of Regulations, Title 8, Section 1600, et seq., (“Prevailing Wage Laws”) which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. Provider agrees to fully comply with such Prevailing Wage Laws if the services are being performed as part of an applicable “public works” or “maintenance” project as defined by the Prevailing Wage Laws and if the total compensation is \$1,000 or more. City, upon Provider’s request, shall provide Provider with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Provider shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the services available to interested parties upon request; and shall post copies at the Provider’s principal place of business and at the project site. Provider shall defend, indemnify, and hold the City (its elected officials, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

**27. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE AND PREVAILING WAGE REQUIREMENTS ON PUBLIC WORKS PROJECTS:**

a. For purposes of Sections 27 through 29 of this Agreement, the terms “claim”, “contractor”, “public works project” and “subcontractor” shall have the same meanings set forth in Public Contract Code Section 9204.

b. No contractor or subcontractor may be listed on a bid proposal for a public works project, nor engage in the performance of any public work contract, unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 (with the limited exceptions for certain bids pursuant to Labor code Section 1771.1(a)). Registration instructions may be found at the following website: <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>

c. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner at the following website: <https://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>

d. Contractor is required to all post job site notices as prescribed by State law. (See 8 Cal. Code Regs, § 16451(d).)

e. In executing this Agreement, Contractor acknowledges and agrees that

f. the work authorized by this Agreement may be subject to compliance monitoring and enforcement by the Department of Industrial Relations.

**28. 28. REGISTRATION OF CONTRACTORS:**

Before submitting bids for any work authorized by this Agreement, contractors shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California.

**29. PUBLIC CONTRACT CODE SECTION 9204 SUMMARY:**

Notwithstanding anything else to the contrary stated in the Information For Bidders (IFB) or other documents associated with this Agreement, all claims, regardless of dollar amount, submitted between January 1, 2017 and January 1, 2027 related to work performed or scheduled to be performed pursuant to this Agreement shall be governed by Public Contract Code Section 9204 and this section. The following provisions and procedures shall apply:

a. Contractor shall submit each Claim (whether for a time extension, payment for money or damages) in writing and in compliance with Public Contract Code Section 9204. Contractor must include reasonable documentation to support each claim.

b. Upon receipt of a claim, the City shall conduct a reasonable review and respond in writing within 45 days of receipt and shall identify in a written statement what portions of the claim are disputed and undisputed. Undisputed portions of the claim shall be process and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear interest at 7% per annum. The City and Contractor may mutually agree to extend the 45 day response time.

c. If the City needs approval from the City Council to provide a written statement, the 45 days may be extended to 3 days following the next duly noticed public meeting pursuant to Public Contract Code Section 9204(d)(1)(C).

d. If the City fails to timely respond to a claim or if Contractor disputes the City's response, Contractor may submit a written demand for an informal meet and confer conference with the City to settle the issues in dispute. The demand must be sent via registered or certified mail, return receipt requested. Upon receipt, the City shall schedule the conference within 30 days.

e. Within 10 business days following the informal meet and confer conference, the City shall submit to Contractor a written statement describing any issues remaining in dispute and that portion which is undisputed. Undisputed portions of the claim shall be processed and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear interest at 7% per annum. The issues remaining in dispute shall be submitted to non-binding

mediation. If the City and Contractor mutually agree on a mediator, each party shall pay equal portions of all associated costs. If within 10 business days, the City and Contractor cannot agree on a mediator, each party shall select a mediator (paying all costs associated with their selected mediator), and those mediators shall select a qualified neutral third party to mediate the disputed issues. The City and Contractor shall pay equal portions of all associated costs of such third party mediator.

f. Unless otherwise agreed by the City and Contractor, any mediation conducted hereunder shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has commenced.

g. The City reserves all rights and remedies that it has pursuant to this Agreement, any associated plans and specifications, or at law or in equity which are not in conflict with Public Contract Code 9204.

**30. CAPTIONS:**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

**31. COUNTERPARTS:**

This Agreement may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**32. SIGNATORY:**

By signing this Agreement, signatory warrants and represents that they executed this Agreement in their authorized capacity and that by their signature on this Agreement, they or the entity upon behalf of which they acted, executed this Agreement.

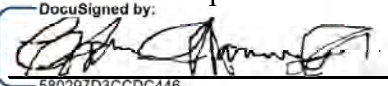
**33. CONTROLLING AGREEMENT:**

In the event of a conflict between the terms and conditions of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

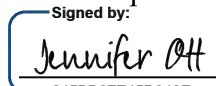
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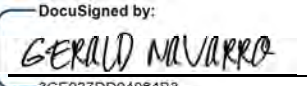
IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed on its behalf as of the Effective Date.

ELS dba ELS Architect and Urban Design  
a California corporation

DocuSigned by:  
  
580297D3CCDC446...  
Clarence Mamuyac  
CEO

CITY OF ALAMEDA  
a municipal corporation


Signed by:  
 7/17/2024  
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Jennifer Ott  
City Manager

DocuSigned by:  
  
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Gerald Navarro  
CFO

RECOMMENDED FOR APPROVAL

DocuSigned by:  
  
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Justin Long  
Recreation and Parks Director

APPROVED AS TO FORM:  
City Attorney

DocuSigned by:  
  
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Michael Roush  
Special Counsel



June 17, 2024

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

Subject: Proposal for Professional Design Services – REVISION #1  
**Community Engagement, Programming/Concept Design & Schematic Design Phases**  
for the Alameda Aquatic Center

Dear Mr. Long:

**ELS Architecture and Urban Design (ELS)** is pleased to submit our proposed fees to provide 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, as we discussed, aligns with the services currently under a Design-Build contract with Blach Construction, but since these services have been placed under a Stop Work Notice as of June 3, 2024, we understand that the City of Alameda (City) will engage ELS to complete the following phases of design: **Community Engagement, Programming/Concept Design, and Schematic Design.**

As of June 3, 2024, ELS has completed 75% of the Community Engagement and Programming/Concept Design Scope, and we will invoice Blach Construction for those completed services.

## ASSUMPTIONS

### PROJECT SCOPE

#### **Community Engagement and Programming/Concept Design Options:**

The final workshop was completed on June 8, 2024, and ELS is currently in the process of tracking survey results and providing additional programming investigation and design, which include the three concept scenarios described in Exhibit A. The additional programming and concept design investigation is at the direction of the City, and in response to a contingent of community members who are urging the City to reconsider a 50-meter pool either in lieu of a two pool concept, or as a substitution for a 30-meter pool which is shown in Concept East A – a two-pool aquatic center. As seen in the survey results, Concept East A was an overwhelming selection by Alameda residents, with 75% of 1,400 survey respondents making that choice. The survey was launched immediately following Community Workshop #1 on May 18, 2024 and closed Friday, May 24<sup>th</sup> at 7pm.

Refined versions of all three concept options in Exhibit A will be presented at the following public meetings:

#### **Recreation and Parks Commission, July 11, 2024**

We understand the goal of this meeting is for the Commission to recommend approval for one of the concept options described in Exhibit A. This recommendation will be forwarded to City Council for a final decision on July 16, 2024.

#### **City Council, July 16, 2024**

We understand the goal of this meeting is for the City Council to consider the Recreation and Park Commission's recommendation, based upon the Commission's action taken on July 11, 2024, or provide staff and ELS with another direction based upon the concept options described in Exhibit A. Once City Council has provided direction on which concept to advance in the Schematic Design Phase, ELS will advance to Schematic Design, which is assumed to start on July 17, 2024.

Mr. Justin Long  
 June 17, 2024  
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**Schematic Design**

With a City Council approved, single concept design direction, ELS will engage technical consultants for the preparation of Schematic Design documents. In addition to SWA, Landscape Architect, who has been collaborating with ELS during Programming and Concept Design, we will engage civil, structural, mechanical/electrical/plumbing, and aquatics consultants as part of our technical investigation.

Another important component of the Schematic Design Phase is starting the effort toward LEED and WELL Building certification. In a previous project meeting on May 9<sup>th</sup>, the City advised that they wanted to only design the project to be equivalent to LEED Silver. If that is still the case, no additional fees are necessary for LEED and/or WELL certification scope. However, should the city want to explore the potential of both certifications, we have included these optional services and fees within the Schematic Design Phase.

**PROJECT BUDGET**

\$30,000,000

*(Project budget may increase to accommodate, should the City proceed with the option for a 50m pool in lieu of 30m pool as described in the attached Exhibit A – Three Scenarios, Premium Concept)*

**DESIGN SCHEDULE**

To complete Community Engagement, Programming/Concept Design and Schematic Design, the schedule is as follows:

<b>COMMUNITY ENGAGEMENT, PROGRAMMING/CONCEPT DESIGN</b>	<b>06/03</b>	-	<b>07/16/2024</b>
- Prepare for Workshop #2	06/03	-	06/08/2024
- Facilitate Workshop #2			06/08/2024
- Post Workshop #2 Survey Management	06/08	-	06/14/2024
- Additional Design – Prepare Design Concept Options Per Exhibit A, specifically include East B and East Premium	06/10	-	06/24/2024
- Coordinate/Assist with City’s Operations Consultant, BAE	06/10	-	07/15/2024
- Presentation - Recreation and Parks Commission			07/11/2024
- Presentation - City Council			07/16/2024
<b>SCHEMATIC DESIGN</b>	<b>07/17</b>	-	<b>08/30/2024</b>

**CONSULTANT TEAM**

Joining ELS for the above scope of work are the same consultants identified on the Blach Construction Design-Build Team, with the following additions of Mack5 (Cost Consulting) and BKF (Surveyors).

During the Schematic Design Phase, ELS will add Mack5 to the team to perform cost estimating of the Schematic Design documentation, as this exercise would have been completed by Blach Construction. Additionally, and we suggest this effort start immediately, is the topographic, boundary and survey work that was also going to be performed by BKF under the Blach Construction contract. As a result of the Stop Work Notice to Blach’s services, ELS will engage Mack5 with whom we have worked with on aquatic centers for the City of Piedmont, City of Mountain View, City of South San Francisco, City of Santa Ana, and City of Oxnard. They not only have a stellar record on ELS projects about cost estimating and bid alignment, but they also have strong experience in this project type. Additionally, we would like to propose that the City engage BKF to start the survey work. BKF has mentioned that this effort is approximately \$12,000.

**PROFESSIONAL DESIGN FEES**

We are proposing 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 \$503,687.50 (FIVE-HUNDRED AND THREE-THOUSAND,

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SIX-HUNDRED AND EIGHTY-SEVEN DOLLARS AND FIFTY CENTS). **Reimbursable expenses are in addition to our Basic Services Lump Sum Fee.**

**Basic Services Lump Sum Fee Breakdown:**

**COMMUNITY ENGAGEMENT, PROGRAMMING/CONCEPT DESIGN**

a. Remaining 25% from Blach Construction Agreement EXHIBIT D	\$62,437.50	
b. Fee for Preparing Additional Concepts (beyond a single preferred Concept) for Recreation and Park Commission and City Council (Per EXHIBIT A)	<u>\$17,000.00</u>	
		\$ 79,437.50

**SCHEMATIC DESIGN**

a. Per the Blach Construction Agreement – EXHIBIT D	\$371,250.00	
b. Wind Study by CPP Wind Consultants	\$ 33,000.00	
c. <u>Cost Estimate – New Service, in lieu of service provided by Blach</u>	<u>\$ 20,000.00</u>	
		<u>\$424,250.00</u>

**TOTAL FEES FOR THIS PROPOSAL** \$503,687.50

**REIMBURSABLE EXPENSES**

A reimbursable expenses budget for the scope outlined above is recommended at **\$25,000.00**, which will cover all Community Workshop Materials (i.e., color reproduction and mounting costs for Community Workshop Advertising, Joint Session of Recreation & Park Commission/City Council, and Community Workshops #1 and #2). As of June 3<sup>rd</sup>, 2024, the reimbursable cost of Community Engagement and Programming and Concept Phases is **\$17,148.40**, which leaves the project with a reimbursables budget of approximately **\$7,851.60** through Schematic Design. Reimbursables 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 this proposal
2. Expense of transportation and living expenses in connection with out-of-town travel
3. Reproduction, mounting 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. All documentation and effort beyond Schematic Design (As defined by the American Institute of Architects), specifically this proposal does not include the following design phases: Design Development, Construction Documents, Bidding, Construction Administration/Project Closeout, or Post Occupancy Consultation.
2. Project scope in addition to that described above.
3. Project scope that exceeds a project cost of \$30MM – For example, if the City decides to pursue East A Premium as shown in Exhibit A, additional design and engineering fees will be required.
4. Work and scope to be performed by any consultants not included in this proposal.
5. Site and improvements that exceed the project budget as stated above.

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6. Work area beyond the Project Limits defined in the RFP including analysis of offsite utility capacity or bring utilities to the site.
7. Expedited Schedule, including fast-tracked, multiple early bid and construction packages.
8. Negotiating entitlement agreements, variances with city agencies, and design review approval submittals and presentations are to be provided as an additional service.
9. LEED or WELL documentation and certification effort, above and beyond the Schematic Design phase analysis.
10. Preparing phased construction documents requiring issuance of separate multiple packages.
11. Providing professional renderings or models, and ELS effort required to coordinate with special rendering or model-making consultants. ELS will provide, as part of their basic services, three renderings of the project.
12. Building code variances or modifications, if required, will be provided as an additional service.
13. 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, as these services are not covered by our professional practice insurance policy.
4. Obtaining and paying for construction permits. **Permits to be paid by ARPD**
5. ADA and/or access compliance survey of existing conditions.

DS  
JL

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 – Three Concept Scenarios
- EXHIBIT B – ELS Rate and Expense Schedule
- EXHIBIT C – CPP Wind Study Proposal - **remove Exhibit C, City does not include Provider's Terms and Conditions**
- EXHIBIT D – Schedule of Pre-Construction Fees as Submitted by Blach Construction

DS DS  
CM GN

EXHIBIT A-1 OF 3



6/13/2024

# EAST A - 30M + ACTIVITY



6/13/2024

**EAST B - 50M**

EXHIBIT A-3 OF 3



6/13/2024

**EAST PREMIUM - 50M + ACTIVITY**



**EXHIBIT B**

**RATE AND EXPENSE SCHEDULE FOR ELS**

**HOURLY BILLING RATES BY CLASSIFICATION**

PRINCIPALS	\$ 230.00–400.00
ASSOCIATE PRINCIPALS	\$ 175.00–225.00
ASSOCIATES	\$ 160.00–180.00
PROFESSIONAL STAFF	\$ 90.00–160.00
TECHNICAL/SUPPORT STAFF	\$ 85.00–160.00

Rates are subject to revision on January 1st of each year in accordance with cost of living adjustments. Individual billing rates and/or classifications may change during the year to reflect a change in status and/or merit salary adjustments.

**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
2. Expense of transportation and living expenses in connection with out-of-town travel, as authorized by the Client (international flights shall be business class)
3. Long distance communications and facsimiles
4. Reproduction and photography
5. Postage, shipping, and delivery
6. Fees paid for securing approval of authorities having jurisdiction over the project
7. Professional renderings and models as requested by the Client

**MISCELLANEOUS PROVISIONS**

Invoices will be submitted monthly and are due upon receipt. Invoices more than 60 days overdue will be subject to a handling charge of 1.5 percent per month. If the Owner fails to make payment when due, the Architect may, at its option, upon seven days written notice to the Owner, suspend performance of services.

Architect’s services may be terminated by either party upon seven days’ written notice. In the event of termination that is not the fault of the Architect, the Architect shall be compensated for services performed and expenses incurred prior to termination.

Unless otherwise provided, the Architect 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.

<b>EXHIBIT D - SCHEDULE OF PRE-CONSTRUCTION FEES</b>	
<b>Phase 1</b>	
<b>ELS Team</b>	
Public Outreach	\$126,000
Concepts/Programming	\$123,750
Schematic Design	\$371,250
Design Development	\$816,750
Construction Documents	\$742,500
Multiple Bid Packages	\$152,000
Permitting	\$49,500
<b>Blach Team</b>	
M/E/P Subcontractor Design/Engineering	\$275,000
Pre-Construction Services	\$300,000
Overhead and Profit	\$0
<b>Phase 2</b>	
Construction Administration	\$371,250
<b>TOTALS DESIGN FEES</b>	<b>\$2,753,000</b>
<b>BLACH PRE-CONSTRUCTION/OH&amp;P/INSURANCE</b>	<b>\$575,000</b>
<b>TOTAL DESIGN-BUILD TEAM BUDGET</b>	<b>\$3,328,000</b>
<b>PHASE 1 BUDGET</b>	<b>\$2,956,750</b>
<b>PHASE 2 BUDGET</b>	<b>\$371,250</b>

<b>ELS BASIC SERVICES</b>	<b>\$2,475,000</b>
<b>OUTREACH</b>	<b>\$126,000</b>
<b>MULTIPLE BID PACKAGES</b>	<b>\$152,000</b>
<b>M/E/P DESIGN &amp; ENGINEERING</b>	<b>\$275,000</b>
<b>BLACH PRE-CONSTRUCTION</b>	<b>\$300,000</b>





### 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<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.**

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

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

**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;

**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.**

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 04 03 06**

**(Ed. 4-84)**

**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



## FIRST AMENDMENT TO SERVICE PROVIDER AGREEMENT

THIS FIRST AMENDMENT TO SERVICE PROVIDER AGREEMENT is made December 19, 2024 between the City of Alameda, a municipal corporation, ("City") and ELS, dba ELS Architecture and Urban Design, a California Corporation ("Provider").

- A. City and Provider entered into a Service Provider Agreement on July 16, 2024 for design and related services concerning the Alameda Aquatic Center.
- B. The term of the Agreement ends on December 31, 2024 and the total compensation for the services is capped at \$503,687.50.
- C. The parties now wish to extend the term of the Agreement in order for the Provider to complete the design and related services for the City Aquatic Center and to increase the total compensation accordingly.

NOW, THEREFORE, the parties agree as follows:

1. Section 1 of the Service Provider Agreement is amended as follows:

"1. **TERM:** The term of this Agreement commenced on June 1, 2024 and shall terminate on December 31, 2028 unless terminated earlier as set forth herein."

2. Section 2 of the Service Provider Agreement is amended as follows:

"2. **SERVICES TO BE PROVIDED:** Provider shall do 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 and Exhibit A-1 as requested. Provider acknowledges that the work plan set forth in Exhibit A and Exhibit A-1 is tentative and does not commit the City to request Provider to perform all tasks included therein."

3. Section 3 of the Service Provider Agreement is amended as follows:

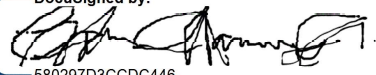
"3. **COMPENSATION TO PROVIDER:**

- a. By the 7<sup>th</sup> day of each month, Provider shall submit to the City an invoice for total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedules as set forth in Exhibit B and Exhibit B-1, both of which are incorporated herein by reference. Extra work must be approved in writing by the City Manager or the City Manager's designee prior to performance and shall be paid on a time and materials basis as set forth in Exhibit B and Exhibit B-1.
- b. The total compensation for these services shall not exceed \$1,513,121.50."

4. In all other respects, the terms and conditions of the Service Provider Agreement shall be in full force and effect.


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

CITY OF ALAMEDA  
A Municipal Corporation


Signed by:  
 12/19/2024  
645BD87E45D243E...

Jennifer Ott  
City Manager

DocuSigned by:  
  
3CE02ZDD04064B8...


Gerald Navarro  
CFO

RECOMMENDED FOR APPROVAL:

DocuSigned by:  
  
F9D7CCA807754F2...

Justin Long  
Recreation and Parks Director

APPROVED AS TO FORM:  
City Attorney

Signed by:  
  
7CE52AF1DAA84DE...

Michael Roush  
Special Counsel



June 17, 2024

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

Subject: Proposal for Professional Design Services – REVISION #1  
**Community Engagement, Programming/Concept Design & Schematic Design Phases**  
for the Alameda Aquatic Center

Dear Mr. Long:

**ELS Architecture and Urban Design (ELS)** is pleased to submit our proposed fees to provide 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, as we discussed, aligns with the services currently under a Design-Build contract with Blach Construction, but since these services have been placed under a Stop Work Notice as of June 3, 2024, we understand that the City of Alameda (City) will engage ELS to complete the following phases of design: **Community Engagement, Programming/Concept Design, and Schematic Design**.

As of June 3, 2024, ELS has completed 75% of the Community Engagement and Programming/Concept Design Scope, and we will invoice Blach Construction for those completed services.

## ASSUMPTIONS

### PROJECT SCOPE

#### **Community Engagement and Programming/Concept Design Options:**

The final workshop was completed on June 8, 2024, and ELS is currently in the process of tracking survey results and providing additional programming investigation and design, which include the three concept scenarios described in Exhibit A. The additional programming and concept design investigation is at the direction of the City, and in response to a contingent of community members who are urging the City to reconsider a 50-meter pool either in lieu of a two pool concept, or as a substitution for a 30-meter pool which is shown in Concept East A – a two-pool aquatic center. As seen in the survey results, Concept East A was an overwhelming selection by Alameda residents, with 75% of 1,400 survey respondents making that choice. The survey was launched immediately following Community Workshop #1 on May 18, 2024 and closed Friday, May 24<sup>th</sup> at 7pm.

Refined versions of all three concept options in Exhibit A will be presented at the following public meetings:

#### **Recreation and Parks Commission, July 11, 2024**

We understand the goal of this meeting is for the Commission to recommend approval for one of the concept options described in Exhibit A. This recommendation will be forwarded to City Council for a final decision on July 16, 2024.

#### **City Council, July 16, 2024**

We understand the goal of this meeting is for the City Council to consider the Recreation and Park Commission's recommendation, based upon the Commission's action taken on July 11, 2024, or provide staff and ELS with another direction based upon the concept options described in Exhibit A. Once City Council has provided direction on which concept to advance in the Schematic Design Phase, ELS will advance to Schematic Design, which is assumed to start on July 17, 2024.

Mr. Justin Long  
 June 17, 2024  
 Page 2 of 4

**Schematic Design**

With a City Council approved, single concept design direction, ELS will engage technical consultants for the preparation of Schematic Design documents. In addition to SWA, Landscape Architect, who has been collaborating with ELS during Programming and Concept Design, we will engage civil, structural, mechanical/electrical/plumbing, and aquatics consultants as part of our technical investigation.

Another important component of the Schematic Design Phase is starting the effort toward LEED and WELL Building certification. In a previous project meeting on May 9<sup>th</sup>, the City advised that they wanted to only design the project to be equivalent to LEED Silver. If that is still the case, no additional fees are necessary for LEED and/or WELL certification scope. However, should the city want to explore the potential of both certifications, we have included these optional services and fees within the Schematic Design Phase.

**PROJECT BUDGET**

\$30,000,000

*(Project budget may increase to accommodate, should the City proceed with the option for a 50m pool in lieu of 30m pool as described in the attached Exhibit A – Three Scenarios, Premium Concept)*

**DESIGN SCHEDULE**

To complete Community Engagement, Programming/Concept Design and Schematic Design, the schedule is as follows:

<b>COMMUNITY ENGAGEMENT, PROGRAMMING/CONCEPT DESIGN</b>	<b>06/03</b>	-	<b>07/16/2024</b>
- Prepare for Workshop #2	06/03	-	06/08/2024
- Facilitate Workshop #2			06/08/2024
- Post Workshop #2 Survey Management	06/08	-	06/14/2024
- Additional Design – Prepare Design Concept Options	06/10	-	06/24/2024
Per Exhibit A, specifically include East B and East Premium			
- Coordinate/Assist with City’s Operations Consultant, BAE	06/10	-	07/15/2024
- Presentation - Recreation and Parks Commission			07/11/2024
- Presentation - City Council			07/16/2024
<b>SCHEMATIC DESIGN</b>	<b>07/17</b>	-	<b>08/30/2024</b>

**CONSULTANT TEAM**

Joining ELS for the above scope of work are the same consultants identified on the Blach Construction Design-Build Team, with the following additions of Mack5 (Cost Consulting) and BKF (Surveyors).

During the Schematic Design Phase, ELS will add Mack5 to the team to perform cost estimating of the Schematic Design documentation, as this exercise would have been completed by Blach Construction. Additionally, and we suggest this effort start immediately, is the topographic, boundary and survey work that was also going to be performed by BKF under the Blach Construction contract. As a result of the Stop Work Notice to Blach’s services, ELS will engage Mack5 with whom we have worked with on aquatic centers for the City of Piedmont, City of Mountain View, City of South San Francisco, City of Santa Ana, and City of Oxnard. They not only have a stellar record on ELS projects about cost estimating and bid alignment, but they also have strong experience in this project type. Additionally, we would like to propose that the City engage BKF to start the survey work. BKF has mentioned that this effort is approximately \$12,000.

**PROFESSIONAL DESIGN FEES**

We are proposing 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 \$503,687.50 (FIVE-HUNDRED AND THREE-THOUSAND,

Mr. Justin Long  
 June 17, 2024  
 Page 3 of 4

SIX-HUNDRED AND EIGHTY-SEVEN DOLLARS AND FIFTY CENTS). **Reimbursable expenses are in addition to our Basic Services Lump Sum Fee.**

**Basic Services Lump Sum Fee Breakdown:**

**COMMUNITY ENGAGEMENT, PROGRAMMING/CONCEPT DESIGN**

a. Remaining 25% from Blach Construction Agreement EXHIBIT D	\$62,437.50
b. Fee for Preparing Additional Concepts (beyond a single preferred Concept) for Recreation and Park Commission and City Council (Per EXHIBIT A)	<u>\$17,000.00</u>
	<b>\$ 79,437.50</b>

**SCHEMATIC DESIGN**

a. Per the Blach Construction Agreement – EXHIBIT D	\$371,250.00
b. Wind Study by CPP Wind Consultants	\$ 33,000.00
c. <u>Cost Estimate – New Service, in lieu of service provided by Blach</u>	<u>\$ 20,000.00</u>
	<b><u>\$424,250.00</u></b>

**TOTAL FEES FOR THIS PROPOSAL** **\$503,687.50**

**REIMBURSABLE EXPENSES**

A reimbursable expenses budget for the scope outlined above is recommended at **\$25,000.00**, which will cover all Community Workshop Materials (i.e., color reproduction and mounting costs for Community Workshop Advertising, Joint Session of Recreation & Park Commission/City Council, and Community Workshops #1 and #2). As of June 3<sup>rd</sup>, 2024, the reimbursable cost of Community Engagement and Programming and Concept Phases is **\$17,148.40**, which leaves the project with a reimbursables budget of approximately **\$7,851.60** through Schematic Design. Reimbursables 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 this proposal
2. Expense of transportation and living expenses in connection with out-of-town travel
3. Reproduction, mounting 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. All documentation and effort beyond Schematic Design (As defined by the American Institute of Architects), specifically this proposal does not include the following design phases: Design Development, Construction Documents, Bidding, Construction Administration/Project Closeout, or Post Occupancy Consultation.
2. Project scope in addition to that described above.
3. Project scope that exceeds a project cost of \$30MM – For example, if the City decides to pursue East A Premium as shown in Exhibit A, additional design and engineering fees will be required.
4. Work and scope to be performed by any consultants not included in this proposal.
5. Site and improvements that exceed the project budget as stated above.

Mr. Justin Long  
June 17, 2024  
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- 6. Work area beyond the Project Limits defined in the RFP including analysis of offsite utility capacity or bring utilities to the site.
- 7. Expedited Schedule, including fast-tracked, multiple early bid and construction packages.
- 8. Negotiating entitlement agreements, variances with city agencies, and design review approval submittals and presentations are to be provided as an additional service.
- 9. LEED or WELL documentation and certification effort, above and beyond the Schematic Design phase analysis.
- 10. Preparing phased construction documents requiring issuance of separate multiple packages.
- 11. Providing professional renderings or models, and ELS effort required to coordinate with special rendering or model-making consultants. ELS will provide, as part of their basic services, three renderings of the project.
- 12. Building code variances or modifications, if required, will be provided as an additional service.
- 13. 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, as these services are not covered by our professional practice insurance policy.
- 4. Obtaining and paying for construction permits. **Permits to be paid by ARPD**
- 5. ADA and/or access compliance survey of existing conditions.

DS  
JL

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 – Three Concept Scenarios
- EXHIBIT B – ELS Rate and Expense Schedule
- EXHIBIT C – CPP Wind Study Proposal - **remove Exhibit C, City does not include Provider's Terms and Conditions**
- EXHIBIT D – Schedule of Pre-Construction Fees as Submitted by Blach Construction

DS DS  
CM GN



December 3, 2024

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 Aquatics Center to include the Design Development Phase

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 (telephone/data, AV, security, fire alarm), building envelope modeling, and cost estimating.

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 (attached herewith as Exhibit A) and 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 is now engaged in the Schematic Design effort, which began on October 9, 2024.

We now understand that the City has decided to procure the project under 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 Schematic Design Phase effort to include the next phase of design, **Design Development**. We understand that subsequent design phases will follow once CEQA work is completed and certified by the City Council.

Mr. Justin Long  
 December 3, 2024  
 Page 2 of 4

**ASSUMPTIONS**

**PROJECT SCOPE**

Following completion of the Schematic Design Phase as previously described, ELS will execute the **Design Development Phase**, as defined by the American Institute of Architects.

**PROJECT BUDGET**

\$35,000,000

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

- a. *soils improvements to mitigate liquefaction and water table issues (estimated at \$1,000,000);*
- b. *design, engineering and construction to deliver an aquatic center that uses all-electric operations (estimated at \$1,500,000);*
- c. *wind screen structure (estimated at \$1,000,000) and*
- d. *cost escalation of construction following the City's establishment of a \$30MM budget, pre-2024 (estimated at \$1,500,000).*

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:

- **Schematic Design** **In progress - 12/31/2024**
- **Design Development** **01/01/2025 - 04/01/2025**
  - **Planning Commission** **03/2025**  
*Considers recommendation to City Council to certify the amended MND and approve the project*
  - **City Council** **03/18/2025**  
*Considers certification of the amended MND and approving the project*

**CONSULTANT TEAM**

To deliver the above scope of work, we propose a consultant team that is largely identical to that of the original Design-Build Team, with the addition of Guttman & Blaevoet (for Mechanical, Plumbing, Electrical and Low Voltage) and Mack5 (for Cost Consulting). Following is our complete roster of consultants:

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

Mr. Justin Long  
December 3, 2024  
Page 3 of 4

### 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 \$1,009,434.00 (ONE MILLION, NINE THOUSAND, FOUR HUNDRED AND THIRTY-FOUR 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 that includes the following traditional design phases:
  - a. Construction Documents Phase
  - b. Concurrent Bid and Permit Phases
  - c. Construction Administration Phase
  - d. Project Closeout

*The scope of services and product for these phases shall be consistent with the definitions currently recognized by the American Institute of Architects.*

3. Project scope exceeding a project cost of \$35MM.
4. Work and scope to be performed by any consultants not included in this proposal.
5. Site and improvements that exceed the project budget as stated above.
6. 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.
7. Expedited Schedule, including fast-tracked, multiple early bid and construction packages.
8. Except for the mid-March 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.
9. LEED or WELL documentation and certification effort.
10. Preparing phased construction documents that require the issuance of separate multiple packages.
11. Providing professional renderings or models, and ELS effort required to coordinate with special rendering or model-making consultants.
12. Building code variances or modifications, if required, will be provided as an additional service.
13. 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.

Mr. Justin Long  
December 3, 2024  
Page 4 of 4

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
- EXHIBIT B – ELS Fee Matrix
- EXHIBIT C – Rate and Expense Schedule





## RATE AND EXPENSE SCHEDULE FOR ELS

### HOURLY BILLING RATES BY CLASSIFICATION

PRINCIPALS	\$ 230.00–400.00
ASSOCIATE PRINCIPALS	\$ 175.00–225.00
ASSOCIATES	\$ 160.00–180.00
PROFESSIONAL STAFF	\$ 90.00–160.00
TECHNICAL/SUPPORT STAFF	\$ 85.00–160.00

Rates are subject to revision on January 1st of each year in accordance with cost of living adjustments. Individual billing rates and/or classifications may change during the year to reflect a change in status and/or merit salary adjustments.

### 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
2. Expense of transportation and living expenses in connection with out-of-town travel, as authorized by the Client (international flights shall be business class)
3. Long distance communications and facsimiles
4. Reproduction and photography
5. Postage, shipping, and delivery
6. Fees paid for securing approval of authorities having jurisdiction over the project
7. Professional renderings and models as requested by the Client

### MISCELLANEOUS PROVISIONS

Invoices will be submitted monthly and are due upon receipt. Invoices more than 60 days overdue will be subject to a handling charge of 1.5 percent per month. If the Owner fails to make payment when due, the Architect may, at its option, upon seven days written notice to the Owner, suspend performance of services.

Architect's services may be terminated by either party upon seven days' written notice. In the event of termination that is not the fault of the Architect, the Architect shall be compensated for services performed and expenses incurred prior to termination.

Unless otherwise provided, the Architect 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.



## RATE AND EXPENSE SCHEDULE FOR ELS

### HOURLY BILLING RATES BY CLASSIFICATION

PRINCIPALS	\$ 230.00–400.00
ASSOCIATE PRINCIPALS	\$ 175.00–225.00
ASSOCIATES	\$ 160.00–180.00
PROFESSIONAL STAFF	\$ 90.00–160.00
TECHNICAL/SUPPORT STAFF	\$ 85.00–160.00

Rates are subject to revision on January 1st of each year in accordance with cost of living adjustments. Individual billing rates and/or classifications may change during the year to reflect a change in status and/or merit salary adjustments.

### REIMBURSABLE EXPENSES

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4. Reproduction and photography
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Architect's services may be terminated by either party upon seven days' written notice. In the event of termination that is not the fault of the Architect, the Architect shall be compensated for services performed and expenses incurred prior to termination.

Unless otherwise provided, the Architect 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.



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.

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.

Table with 2 main columns: PRODUCER (IOA Insurance Services) and CONTACT (Andrea Michael). Includes sub-sections for INSURED (ELS dba: ELS Architecture and Urban Design) and INSURER(S) AFFORDING COVERAGE (RLI Insurance Company, Lexington Insurance Company).

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.

Main table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, and Professional Liab.

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

CERTIFICATE HOLDER CANCELLATION

Table with 2 columns: CERTIFICATE HOLDER (City of Alameda) and 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).

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.

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.

Table with 2 main columns: PRODUCER (IOA Insurance Services) and CONTACT NAME (Andrea Michael). Includes fields for phone, fax, email, address, and insurer details (RLI Insurance Company, Lexington Insurance Company).

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.

Main table listing insurance coverages: COMMERCIAL GENERAL LIABILITY (PSB0001596), AUTOMOBILE LIABILITY (PSA0002551), UMBRELLA LIAB (PSE0001380), WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (PSW0002642), and Professional Liab (031565618).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All operations of the Named Insured.

Table with 2 columns: CERTIFICATE HOLDER (City of Alameda) and 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. Includes signature of authorized representative).



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.

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.

Table with producer information (IOA Insurance Services), insured information (ELS dba: ELS Architecture and Urban Design), and insurer details (RLI Insurance Company, Lexington Insurance Company).

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.

Main coverage table with columns for INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, and LIMITS. Includes Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

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.

Table for CERTIFICATE HOLDER (City of Alameda) and CANCELLATION (AUTHORIZED REPRESENTATIVE signature).



### 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<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.**

Policy Number: PSA0002551  
Named Insured: ELS

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **RLIPack<sup>®</sup> 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

## **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

## SECOND AMENDMENT TO AGREEMENT

This SECOND Amendment to the Agreement (“Second Amendment”) is entered into this 4<sup>th</sup> day of June, 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


Signed by:  
 6/4/2025  
645BD87E45D243E...  
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**

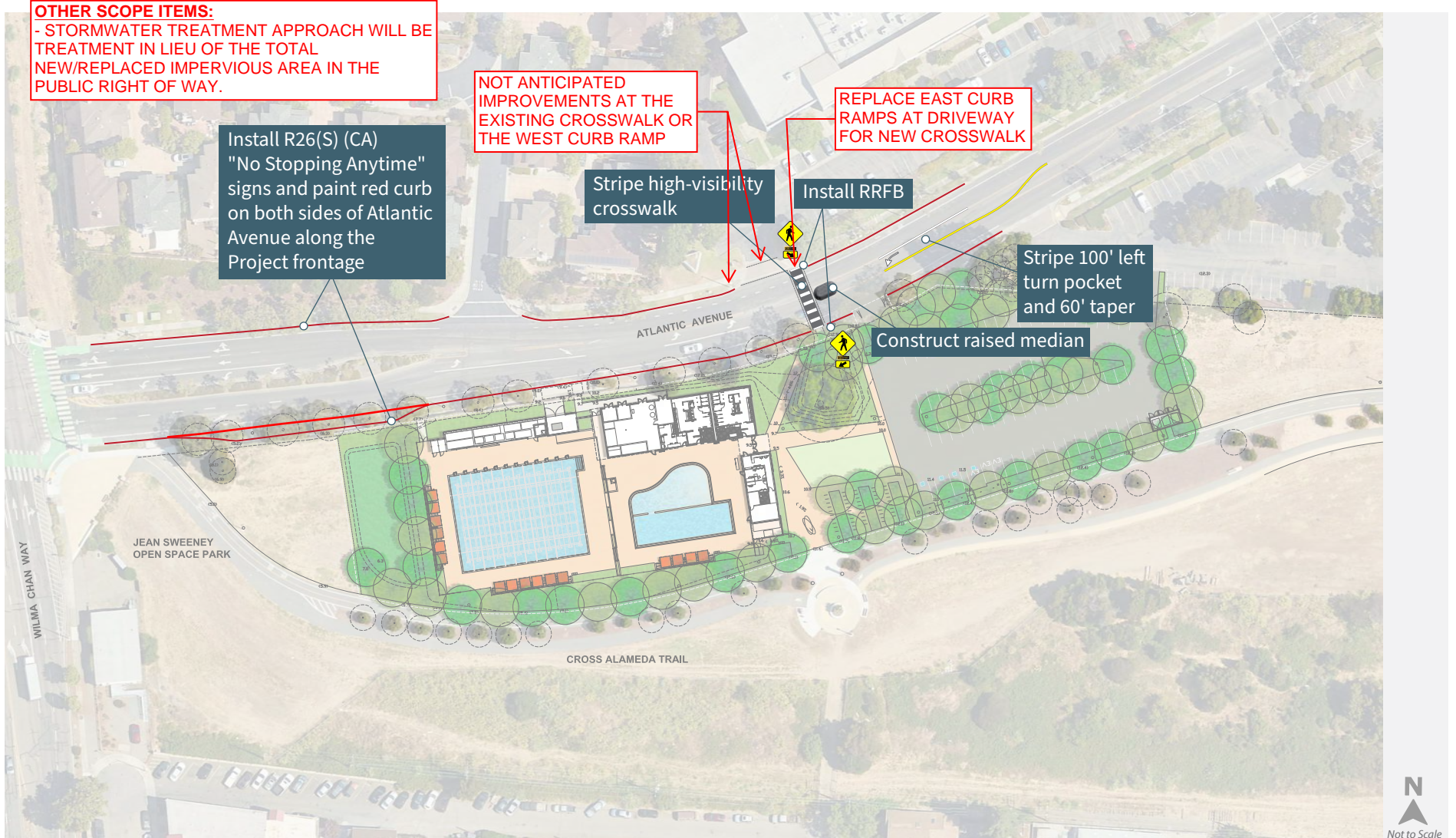
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
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

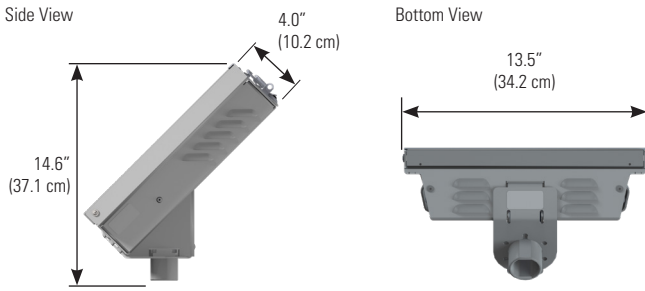
# R920-E

## Solar-Powered Rectangular Rapid Flashing Beacon Data Sheet

1.844.412.8395 | traffic@carmanah.com | carmanah.com



### SOLAR ENGINE DIMENSIONS



### SOLAR ENGINE MOUNTING

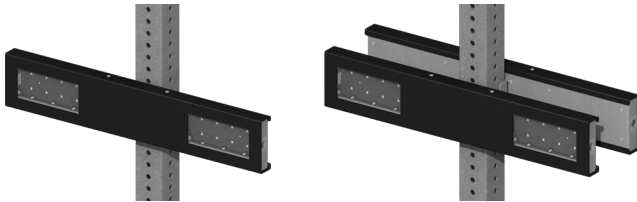
2.0" - 2.5" Perforated Square Pole Mount    2.38" - 2.88" Diameter Round Pole Mount    3.5" - 4.5" Diameter Round Pole Mount    Side Pole Mount



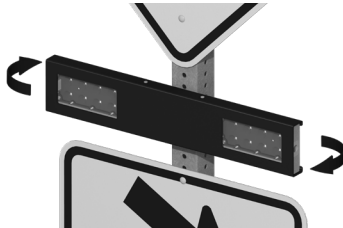
### LIGHT BAR CONFIGURATION

Uni-directional Configuration

Bi-directional Configuration



### IN-THE-FIELD AIMING



Rotate the light bar towards the incoming vehicle lane, independent of the wire hole location.

### 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
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	
Beacon Communication	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.

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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)





# 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</b> License # 0E67768 <b>IOA Insurance Services</b> 3875 Hopyard Road Suite 200 Pleasanton, CA 94588	<b>CONTACT NAME:</b> Andrea Michael <b>PHONE (A/C, No, Ext):</b> (925) 249-7958 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> Andrea.Michael@ioausa.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>	<b>INSURER A :</b> RLI Insurance Company <b>NAIC #</b> 13056
<b>EL S dba: EL S Architecture and Urban Design</b> 2040 Addison Street Berkeley, CA 94704	<b>INSURER B :</b> Lexington Insurance Company <b>NAIC #</b> 19437
	<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"/> COMMERCIAL GENERAL LIABILITY <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 \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PSA0002551	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" 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 \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
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"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liab.			031565618	6/10/2024	6/10/2025	Per Claim 5,000,000
B	Professional Liab.			031565618	6/10/2024	6/10/2025	Aggregate 5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 All operations of the Named Insured, 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 per written contract.  
**NOTE: No company owned vehicles. Aforementioned General Liability includes coverage for Hired & Non-Owned Auto Liability.**  
**Workers' Compensation:** Please see Waiver of Subrogation endorsement, as required by written contract.  
**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  
*Lisa Cooper* 9/12/2025  
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<b>CERTIFICATE HOLDER</b>  City of Alameda 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 
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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<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>EL5 Architecture and Urban Design</b> 2040 Addison Street Berkeley, CA 94704	<b>INSURER A : RLI Insurance Company</b> <b>13056</b>
	<b>INSURER B : Lexington Insurance Company</b> <b>19437</b>
	<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
<b>A</b>	<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:			<b>PSB0001596</b>	<b>10/1/2024</b>	<b>10/1/2025</b>	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> \$
<b>A</b>	<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			<b>PSA0002551</b>	<b>10/1/2024</b>	<b>10/1/2025</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>A</b>	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			<b>PSE0001380</b>	<b>10/1/2024</b>	<b>10/1/2025</b>	EACH OCCURRENCE \$ <b>4,000,000</b> AGGREGATE \$ <b>4,000,000</b> \$
<b>A</b>	<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	<b>PSW0002642</b>	<b>10/1/2024</b>	<b>10/1/2025</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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</b>	<b>Professional Liab.</b>			<b>031565618</b>	<b>6/10/2024</b>	<b>6/10/2025</b>	<b>Per Claim</b> <b>5,000,000</b>
<b>B</b>	<b>Professional Liab.</b>			<b>031565618</b>	<b>6/10/2024</b>	<b>6/10/2025</b>	<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)  
 All operations of the Named Insured.

DocuSigned by:  
  
 Lisa Cooper 9/25/2025  
 7E1FECEA4C2D49B...

<b>CERTIFICATE HOLDER</b>  City of Alameda 950 West Mall Square, Suite 110, 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 
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# 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>INSURER A : RLI Insurance Company</b>	
<b>INSURER B : Lexington Insurance Company</b>	
<b>INSURER C :</b>	
<b>INSURER D :</b>	
<b>INSURER E :</b>	
<b>INSURER F :</b>	

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

**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
<b>A</b>	<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:			<b>PSB0001596</b>	<b>10/1/2024</b>	<b>10/1/2025</b>	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> \$
<b>A</b>	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			<b>PSA0002551</b>	<b>10/1/2024</b>	<b>10/1/2025</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>A</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			<b>PSE0001380</b>	<b>10/1/2024</b>	<b>10/1/2025</b>	EACH OCCURRENCE \$ <b>4,000,000</b> AGGREGATE \$ <b>4,000,000</b> \$
<b>A</b>	<input checked="" type="checkbox"/> <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	<b>PSW0002642</b>	<b>10/1/2024</b>	<b>10/1/2025</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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</b>	<b>Professional Liab.</b>			<b>031565618</b>	<b>6/10/2024</b>	<b>6/10/2025</b>	<b>Per Claim</b> <b>5,000,000</b>
<b>B</b>	<b>Professional Liab.</b>			<b>031565618</b>	<b>6/10/2024</b>	<b>6/10/2025</b>	<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 
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### 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<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.**

Policy Number: PSA0002551  
Named Insured: ELS

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **RLIPack<sup>®</sup> 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

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

Justin

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**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.**

**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