

## **SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF SOUTH SAN FRANCISCO AND ELS ARCHITECTURE AND URBAN DESIGN**

THIS SECOND AMENDMENT TO THE CONSULTING AGREEMENT is made at South San Francisco, California, as of December 10, 2025 by and between THE CITY OF SOUTH SAN FRANCISCO (“City”), a municipal corporation, and ELS Architecture + Urban Design (“Contractor”), (sometimes referred together as the “Parties”) who agree as follows:

### RECITALS

- A. On March 9, 2022 City and Contractor entered that certain Consulting Agreement (“Agreement”) whereby Contractor agreed to provide design and construction administration services. A true and correct copy of the Agreement and its exhibits is attached as Exhibit A to Attachment 1.
- B. On December 13, 2023, City and Consultant agreed to the First Amendment whereby the term was extended, and total compensation was adjusted. A true and correct copy of the First Amendment and its exhibits is attached as Attachment 1.
- C. City and Contractor now desire to amend the Agreement.

NOW, THEREFORE, for and in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Contractor hereby agree as follows:

- 1. All terms which are defined in the Agreement shall have the same meaning when used in this Amendment, unless specifically provided herein to the contrary.
- 2. Section 1: Term. The December 31, 2025 end date for the term of services identified in the First Amendment is hereby replaced with December 31, 2026.
- 3. Section 2: Compensation. Section 2 of the Agreement shall be amended by amount of \$642,285.00 such that the City agrees to pay Contractor a sum not to exceed \$3,907,597.00, with the understanding that up to \$3,257,080.41 has already been paid to Contractor.

Original Contract Amount:	\$2,936,542.00
Amendment #1:	\$ 328,770.00
<u>Amendment #2:</u>	<u>\$ 642,285.00</u>
Total Contract Amount:	\$3,907,597.00

Contractor agrees this is the City’s total contribution for payment of costs under the Agreement unless additional payments are authorized in accordance with the terms of the Agreement and said terms of payment are mutually agreed to by and between the parties in writing.

- 4. Scope of Services. The Scope of services is amended and attached as Attachment 2 to this Amendment.

All other terms, conditions and provisions in the Agreement remain in full force and effect. If there is a conflict between the terms of this Amendment and the Agreement, the terms of the

Agreement will control unless specifically modified by this Amendment.

*[SIGNATURES ON THE FOLLOWING PAGE]*

Dated: \_\_\_\_\_

CITY OF SOUTH SAN FRANCISCO

CONTRACTOR

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
[NAME]

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

By: \_\_\_\_\_  
City Attorney



## ROUTING:

CMO → VENDOR → CAO → CMO → CLK → CMO

DS  
PV

DATE 01/10/2024

DEPT ID

VENDOR ELS

## SCOPE/DESCRIPTION

OMP AC Design First Amendment

Originating Dept.: CMO

PM Philip Vitale

EXT.

ADMIN Kathy Ko

EXT.

## TYPE OF CONTRACT

Consulting Services-Design Professionals

## Budget

Amendment Additional Services and Funds

SSF BL#

## PROCUREMENT METHOD:

## CONTRACT AMOUNTS

Specified Amounts Indicated Below

	DATE	AMOUNT		DATE	AMOUNT
Original	03/09/2022	2,936,542.00	3rd Amendment		
1st Amendment	12/13/2023	328,770.00	4th Amendment		
2nd Amendment					
TOTAL					\$ 3,265,312.00

## APPROVAL AUTHORITY:

Council

☐ Purchase Item from Annual Budget approval has explicit CM approval

## INSURANCE REQUIREMENTS:

Waivers Requested? NO

## BUDGETARY:

Included in Budget (Simpler report attached showing amounts)

## FUNDING TYPE:

AMOUNT	PROJECT STRING	ACCOUNTING STRING	PO Requisition: YES	Encumbered
3,265,312.00	pk2310-110-600	524-99999-5999		

## ATTACHMENTS:

☒ Certificate of Insurance, naming City of South San Francisco as Additional Insured☐ SIR Questionnaire☒ Agreements and All Exhibits☒ Resolution 182-2023

## DEPARTMENT HEAD ACKNOWLEDGEMENT:

DocuSigned by:

Date: January 18, 2024 | 11:

The contract, amendments, exhibits, insurance requirements/waivers and attachments have been reviewed and included.

DocuSigned by:

## CITY ATTORNEY APPROVAL OF ENTIRE AGREEMENT:

951A604F45D4468...

Date: January 18, 2024 | 12:

Have there been any changes to the contract template?

Name of Reviewer

Comments:

## ASSISTANT CITY MANAGER'S APPROVAL:

DocuSigned by:

DATE:

## FINAL APPROVAL:

8A40B2F441FD4BA...

City Manager on behalf of Council

Date: January 18, 2024 | 8

## CITY CLERK:

☐ Attest☐ Keep a copy for your files☐ Return to Originating Dept.[\[explain\]](#)



## **FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF SOUTH SAN FRANCISCO AND ELS ARCHITECTURE AND URBAN DESIGN**

THIS FIRST AMENDMENT TO THE CONSULTING SERVICES AGREEMENT is made at South San Francisco, California, as of December 13, 2023 by and between THE CITY OF SOUTH SAN FRANCISCO (“City”), a municipal corporation, and ELS Architecture and Urban Design (“Contractor”), (sometimes referred together as the “Parties”) who agree as follows:

### RECITALS

A. On March 9, 2022, City and Contractor entered that certain Consulting Services (“Agreement”) whereby Contractor agreed to provide professional design services for a new Orange Memorial Park Aquatic Center. A true and correct copy of the Agreement and its exhibits is attached as Exhibit A.

B. City and Contractor now desire to amend the Agreement.

NOW, THEREFORE, for and in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Contractor hereby agree as follows:

1. All terms which are defined in the Agreement shall have the same meaning when used in this Amendment, unless specifically provided herein to the contrary.
2. Section 1: Term. The December 31, 2024 end date for the term of services identified in Section 1 of the Agreement is hereby replaced with December 31, 2025.
3. Section 2: Compensation. Section 2 of the Agreement shall be amended by the amount of \$328,770.00 such that the City agrees to pay Contractor a sum not to exceed \$3,265,312.00, with the understanding that up to \$ 2,351,510.01 has already been paid to Contractor.

Contractor agrees this is the City’s total contribution for payment of costs under the Agreement unless additional payments are authorized in accordance with the terms of the Agreement and said terms of payment are mutually agreed to by and between the parties in writing.

4. Scope of Services. The Scope of services is amended to include additional services attached as Exhibit B to this Amendment.

All other terms, conditions and provisions in the Agreement remain in full force and effect. If there is a conflict between the terms of this Amendment and the Agreement, the terms of the Agreement will control unless specifically modified by this Amendment.

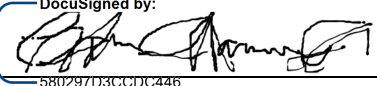
*[SIGNATURES ON THE FOLLOWING PAGE]*

Dated: \_\_\_\_\_


CITY OF SOUTH SAN FRANCISCO

CONTRACTOR

DocuSigned by:  
By: SHARON RANALS  
8A40B2F421FD4BA...  
Sharon Ranals, City Manager


DocuSigned by:  
By:   
580297D3CCDC446...  
ELS Architecture and Urban Design  
Clarence D. Mamuyac, Jr., FAIA,  
LEED AP BD + C, NCARB  
Project Manager, Principal

Approved as to Form:

DocuSigned by:  
By:   
951A604F45D4468...  
City Attorney

Attested:

DocuSigned by:  
By: Rosa Gomez Acosta  
5908B15FF63F418...  
City Clerk

DS  


## EXHIBIT A

## CONTRACT/AGREEMENT APPROVAL FORM



**Date:** \_\_\_\_\_  
**Name of Contract/Agreement** \_\_\_\_\_  
**Originating Department/Responsible Person, ext.** \_\_\_\_\_  
**Vendor** \_\_\_\_\_  
**Routing Instructions:** \_\_\_\_\_

3/9/22  
 OMP AC - Design  
 Capital Projects - Philip Vitale  
 ELS  
 DocuSign

## TYPE OF CONTRACT:

Professional Services

New

Have there been any changes to the Contract Template? ☒ No ☐ Yes

## CONTRACT AMOUNTS: Specified Amount(s) indicated below

	DATE	AMOUNT	DATE	AMOUNT
Original	3/9/22	2,936,542.00	3rd Amendment	
1st Amendment			4th Amendment	
2nd Amendment			TOTAL	2,936,542.00

## APPROVAL AUTHORITY:

Council

## INSURANCE REQUIREMENTS:

Waivers requested ☒ No ☐ Yes (If Yes, Route to Risk Manager for signature first)

## BUDGETARY:

☒ Included in Budget (Simpler report attached showing amounts)

Amount	Project String	Accounting String
2,936,542.00	pk2201-110-600	510-99999-5999
293,654.00	pk2201-111-600	510-99999-5999

## ATTACHMENTS:

- ☒ Agreement and all Exhibits ☒ Resolution (all contracts over \$150k) ☒ SIR Questionnaire  
☒ Certificate of Insurance, naming City of South San Francisco as an Additional Insured

## DEPARTMENT HEAD ACKNOWLEDGEMENT:

The contract, amendments, exhibits, insurance requirements/waivers and attachments have been reviewed and included.

## RISK MANAGER APPROVAL OF INSURANCE WAIVER:

## CITY ATTORNEY APPROVAL OF ENTIRE AGREEMENT:

Comments: \_\_\_\_\_

☐ Approval of Agreement ☐ Approval of Insurance ☐ Add Agreement to Contract Tracker

## ASSISTANT CITY MANAGER'S APPROVAL:

## FINAL APPROVAL:

## CITY CLERK:

- ☒ Please attest, keep a copy for your files, and return to Originating Department  
☒ Please upload to Laserfiche and return to Originating Department

## COPY SENT TO VENDOR:

DocuSign (Only if amount is over \$25,000)  
 Mike Futrell  
 City Manager on behalf of Council

**CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF SOUTH SAN FRANCISCO AND  
ELS dba ELS ARCHITECTURE AND URBAN DESIGN  
ORANGE MEMORIAL PARK AQUATIC CENTER PK2201**

THIS AGREEMENT for consulting services is made by and between the City of South San Francisco ("City") and ELS dba ELS Architecture and Urban Design ("Consultant") (together sometimes referred to as the "Parties") as of March 9, 2022 (the "Effective Date").

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached hereto and incorporated herein as Exhibit A, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on December 31, 2024, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all work required by this Agreement in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality ("Standard of Care").
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the Standard of Care provided in Sections 1.1 and 1.2 above and to satisfy Consultant's obligations hereunder.

**Section 2. COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed Two Million Nine-Hundred Thirty-Six Thousand Five Hundred Forty-Two Dollars and Zero Cents (\$2,936,542.00) notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, or Consultant's compensation schedule, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except

as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

**2.1 Invoices.** Consultant shall submit invoices, not more often than once per month during the term of this Agreement, based on the cost for all services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain all the following information:

- Serial identifications of progress bills (i.e., Progress Bill No. 1 for the first invoice, etc.);
- The beginning and ending dates of the billing period;
- A task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by each employee, agent, and subcontractor of Consultant performing services hereunder;
- Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds eight hundred (800) hours within a twelve (12)-month period under this Agreement and any other agreement between Consultant and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Consultant and City, if applicable.
- The amount and purpose of actual expenditures for which reimbursement is sought;
- The Consultant's signature.

**2.2 Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant. Each invoice shall include all expenses and actives performed during the invoice period for which Consultant expects to receive payment.

**2.3 Final Payment.** City shall pay the five percent (5%) of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

- 2.4 Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement. In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.
- 2.5 Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto and incorporated herein as Exhibit B.
- 2.6 Reimbursable Expenses.** The following constitute reimbursable expenses authorized by this Agreement outside consultants beyond those listed in the attached matrix; expense of transportation and living expenses in connection with out-of-town travel, as authorized by the Client; reproduction and photography; postage, shipping, and delivery; fees paid for securing approval of authorities having jurisdiction over the project; professional renderings and models as requested by the Client. Reimbursable expenses shall not exceed One Hundred Twenty-Six Thousand Four Hundred Fifty-Four Dollars (\$126,454.00) which is included in the total compensation not to exceed amount. Expenses not listed above are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under Section 2 of this Agreement that shall not be exceeded.
- 2.7 Payment of Taxes; Tax Withholding.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. To be exempt from tax withholding, Consultant must provide City with a valid California Franchise Tax Board form 590 ("Form 590"), as may be amended and such Form 590 shall be attached hereto and incorporated herein as Exhibit C. Unless Consultant provides City with a valid Form 590 or other valid, written evidence of an exemption or waiver from withholding, City may withhold California taxes from payments to Consultant as required by law. Consultant shall obtain, and maintain on file for three (3) years after the termination of this Agreement, Form 590s (or other written evidence of exemptions or waivers) from all subcontractors. Consultant accepts sole responsibility for withholding taxes from any non-California resident subcontractor and shall submit written documentation of compliance with Consultant's withholding duty to City upon request.
- 2.8 Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

**2.10 False Claims Act.** Presenting a false or fraudulent claim for payment, including a change order, is a violation of the California False Claims Act and may result in treble damages and a fine of five thousand (\$5,000) to ten thousand dollars (\$10,000) per violation.

**2.11 Prevailing Wage.** Where applicable, the wages to be paid for a day's work to all classes of laborers, workmen, or mechanics on the work contemplated by this Agreement, shall be not less than the prevailing rate for a day's work in the same trade or occupation in the locality within the state where the work hereby contemplates to be performed as determined by the Director of Industrial Relations pursuant to the Director's authority under Labor Code Section 1770, et seq. Each laborer, worker or mechanic employed by Consultant or by any subcontractor shall receive the wages herein provided for. The Consultant shall pay two hundred dollars (\$200), or whatever amount may be set by Labor Code Section 1775, as may be amended, per day penalty for each worker paid less than prevailing rate of per diem wages. The difference between the prevailing rate of per diem wages and the wage paid to each worker shall be paid by the Consultant to each worker.

An error on the part of an awarding body does not relieve the Consultant from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code Sections 1770 1775. The City will not recognize any claim for additional compensation because of the payment by the Consultant for any wage rate in excess of prevailing wage rate set forth. The possibility of wage increases is one of the elements to be considered by the Consultant.

a. Posting of Schedule of Prevailing Wage Rates and Deductions. If the schedule of prevailing wage rates is not attached hereto pursuant to Labor Code Section 1773.2, the Consultant shall post at appropriate conspicuous points at the site of the project a schedule showing all determined prevailing wage rates for the various classes of laborers and mechanics to be engaged in work on the project under this contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

b. Payroll Records. Each Consultant and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Consultant in connection with the public work. Such records shall be certified and submitted weekly as required by Labor Code Section 1776."

**Section 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve

incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

**Section 4. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s). Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

**4.1 Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than **\$1,000,000** per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator, as defined in Section 10.9. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

**4.2 Commercial General and Automobile Liability Insurance.**

**4.2.1 General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

**4.2.2 Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions) covering comprehensive General



Liability Insurance and Services Office form number GL 0404 covering Broad Form Comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition). No endorsement shall be attached limiting the coverage.

**4.2.3 Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

#### **4.3 Professional Liability Insurance.**

**4.3.1 General requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000) per claim.

**4.3.2 Claims-made limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

**4.3.3 Additional Requirements.** A certified endorsement to include contractual liability shall be included in the policy

#### **4.4 All Policies Requirements.**

**4.4.1 Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

**4.4.2 Verification of coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all policies delivered to Consultant by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant beginning work, this shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

**4.4.3 Notice of Reduction in or Cancellation of Coverage.** A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than ten (10) working days after Consultant is notified of the change in coverage.

**4.4.4 Additional insured; primary insurance.** City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the City's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to the City and its officers, officials, employees, and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

**4.4.5 Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. Further, if the Consultant's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the

certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

**4.4.6 Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**4.4.7 Wasting Policy.** No insurance policy required by Section 4 shall include a “wasting” policy limit.

**4.4.8 Variation.** The City may approve a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that the City’s interests are otherwise fully protected.

**4.5 Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant’s breach:

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- b. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- c. Terminate this Agreement.

## **Section 5. INDEMNIFICATION AND CONSULTANT’S RESPONSIBILITIES.**

**5.1. Separate Professional Liability (PL) Indemnity.** As respect to the performance of professional services, Consultant agrees to indemnify and hold harmless City, its officers, employees, authorized agents/volunteers (collectively, the “City Indemnitees”), from and against any damages, losses, liabilities, judgments, settlements, expenses, and costs (including reasonable and necessary attorneys’ fees, costs and expenses) to the extent caused by Consultant’s negligent acts, errors or omissions or willful misconduct in the performance of services under this Agreement and anyone for whom Consultant is legally

liable. Consultant has no obligation to pay for any of City Indemnitees defense related cost prior to a final determination of liability, or to pay any amount that exceeds Consultant's finally determined percentage of liability based upon the comparative fault of Consultant.

**5.2 Separate Other than Professional Liability (OPL) Indemnity.** As respect to its operations, other than the performance of professional services, Consultant agrees to indemnify, hold harmless and defend City with counsel approved by City, the City Indemnitees, from and against any damages, liabilities, judgments, settlements, costs, claims, demands, actions, suits, losses, and expenses (including reasonable and necessary attorneys' fees, costs and expenses) arising out of the death or bodily injury to any person or destruction or damage to any property, to the extent caused by Consultant's negligent acts, errors or omissions or willful misconduct in the performance of services under this Agreement and anyone for whom Consultant is legally liable.

**5.3 Common PL & OPL Indemnity Provisions.** Consultant's obligations under this Section 5 shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises from the gross negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless under Section 5.2 includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

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

**5.4 Third Party Claims.** With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type of express or implied indemnity against the Indemnitees.

## **Section 6. STATUS OF CONSULTANT.**

**6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however,

otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

- 6.2**     **Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent to bind City to any obligation whatsoever.

**Section 7.**     **LEGAL REQUIREMENTS.**

- 7.1**     **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2**     **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all federal, state, and local laws and regulations applicable to the performance of the work hereunder. Consultant's failure to comply with such law(s) or regulation(s) shall constitute a breach of contract.
- 7.3**     **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4**     **Licenses and Permits.** Consultant represents, agrees, and confirms to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals, including from City, of whatsoever nature that are legally required to practice their respective professions. Consultant represents, agrees, and confirms to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5**     **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

**Section 8. TERMINATION AND MODIFICATION.**

- 8.1 Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement for cause upon thirty (30) days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of notice of termination; City, however, may condition payment of such compensation upon Consultant delivering to City all materials described in Section 9.1.

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require Consultant to execute a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

- 8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not assign or subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

- 8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

- 8.6.1 Immediately terminate the Agreement;
- 8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
- 8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
- 8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

**Section 9. KEEPING AND STATUS OF RECORDS.**

- 9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties except as required by law.
- 9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.
- 9.4 **Records Submitted in Response to an Invitation to Bid or Request for Proposals.** All responses to a Request for Proposals (RFP) or invitation to bid issued by the City become the exclusive property of the City. At such time as the City selects a bid, all proposals received become a matter of public record, and shall be regarded as public records, with the

exception of those elements in each proposal that are defined by Consultant and plainly marked as "Confidential," "Business Secret" or "Trade Secret."

The City shall not be liable or in any way responsible for the disclosure of any such proposal or portions thereof, if Consultant has not plainly marked it as a "Trade Secret" or "Business Secret," or if disclosure is required under the Public Records Act.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City may not be in a position to establish that the information that a prospective bidder submits is a trade secret. If a request is made for information marked "Trade Secret" or "Business Secret," and the requester takes legal action seeking release of the materials it believes does not constitute trade secret information, by submitting a proposal, Consultant agrees to indemnify, defend and hold harmless the City, its agents and employees, from any judgment, fines, penalties, and award of attorneys' fees awarded against the City in favor of the party requesting the information, and any and all costs connected with that defense. This obligation to indemnify survives the City's award of the contract. Consultant agrees that this indemnification survives as long as the trade secret information is in the City's possession, which includes a minimum retention period for such documents.

## **Section 10**      **MISCELLANEOUS PROVISIONS.**

- 10.1      Attorneys' Fees.** If a Party to this Agreement brings any action, including arbitration or an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2      Venue.** In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Mateo or in the United States District Court for the Northern District of California.
- 10.3      Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4      No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5      Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.



**10.6 Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies, and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

**10.7 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000, *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090, *et seq.*

Consultant hereby confirms that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant confirms that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090, *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

**10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

**10.9 Contract Administration.** This Agreement shall be administered by Philip Viltale, Deputy Director of Capital Projects ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

**10.10 Notices.** All notices and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given (i) when received if personally delivered; (ii) when received if transmitted by telecopy, if received during normal business hours on a business day (or if not, the next business day after delivery) provided that such facsimile is legible and that at the time such facsimile is sent the sending Party receives written confirmation of receipt; (iii) if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express); and (iv) upon receipt, if sent by certified or registered mail, return receipt requested. In each case notice shall be sent to the respective Parties as follows:

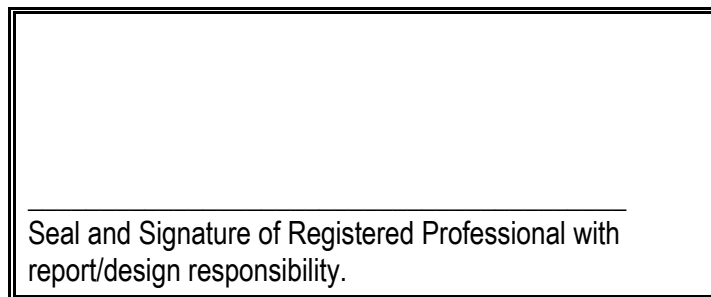
Consultant

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

City

City Clerk  
City of South San Francisco  
400 Grand Avenue  
South San Francisco, CA 94080

- 10.11 Professional Seal.** Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



- 10.12 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, B, and C represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral pertaining to the matters herein.

<u>Exhibit A</u>	Scope of Services
<u>Exhibit B</u>	Compensation Schedule
<u>Exhibit C</u>	California Franchise Tax Board form 590


- 10.13 Counterparts.** This Agreement may be executed in counterparts and/or by facsimile or other electronic means, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterpart, shall constitute one Agreement, which shall be binding upon and effective as to all Parties.
- 10.14 Construction.** The headings in this Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms of this Agreement. The parties have had an equal opportunity to participate in the drafting of this Agreement; therefore, any construction as against the drafting party shall not apply to this Agreement.
- 10.15 No Third-Party Beneficiaries.** This Agreement is made solely for the benefit of the Parties hereto with no intent to benefit any non-signatory third parties.

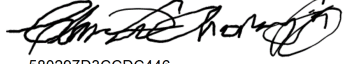
**[SIGNATURES ON FOLLOWING PAGE]**

The Parties have executed this Agreement as of the Effective Date.


CITY OF SOUTH SAN FRANCISCO

ELS

DocuSigned by:  
  
6852134787CA4DB...  
Mike Futrell, City Manager


DocuSigned by:  
  
580297D3C6DC446...  
Clarence Mamuyac  
President and CEO  
ELS

Attest:

DocuSigned by:  
  
5908B15FF63F418...  
Rosa Govea Acosta  
City Clerk



Approved as to Form:

DocuSigned by:  
  
951A604F45D4468...  
Claire Lai  
City Attorney

2729964.1



February 16, 2022

Mr. Philip Vitale, Project Manager  
City of South San Francisco  
Capital Projects  
550 North Canal Street  
South San Francisco, CA 94080

Subject: ***FEE PROPOSAL FOR PROFESSIONAL ARCHITECTURAL & ENGINEERING  
DESIGN SERVICES FOR THE ORANGE MEMORIAL PARK AQUATIC CENTER  
PK 2201***

Dear Mr. Vitale:

**ELS Architecture and Urban Design** is pleased to submit our revised proposed fees to provide professional design services for a new **Orange Memorial Park Aquatic Center**. This proposal includes our assumptions; our fees broken down by Phases 1 - 7, by discipline and work effort; our description of reimbursable expenses; our list of potential additional services; and our list of exclusions/provisions.

## **ASSUMPTIONS**

### **PROJECT BUDGET**

Total Project Budget	\$34,000,000
Assumed Direct Construction Cost	\$25,500,000
(For the purposes of fee determination)	

### **DESIGN SCHEDULE**

Per the schedule we have included in our response to the Request of Proposals

### **PROJECT SCOPE**

Per the RFP, addendum, and questions/answers received to date, as well as any qualifiers below.

## **PROFESSIONAL DESIGN FEES**

We are proposing a Basic Services Lump Sum Fee, to be invoiced monthly, on a percentage complete basis. The lump sum amount is \$2,936,542.00 (Two Million, Nine-Hundred and Thirty-Six Thousand, Five Hundred and Forty-Two Dollars and Zero Cents),



which includes a budget for Reimbursable Expenses in the amount of \$126,454.00. Please see attached Fee Matrix for a breakdown of our fees by phase, discipline, and staff.

## 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 beyond those listed in the attached matrix
2. Expense of transportation and living expenses in connection with out-of-town travel, as authorized by the Client
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

Pursuant to our recent email correspondence, we have established \$126,454.00 as a budget for reimbursable expenses. This budget is included within our Basic Services Lump Sum Fee previously stated. We understand that if the reimbursables budget needs to be increased, upon mutual agreement by the City and ELS, the increase will occur via an Additional Services Request.

## POTENTIAL ADDITIONAL SERVICES

1. Project scope in addition to that described in the RFP, or scope that is mentioned in the RFP, but from our perspective requires additional information.
2. Work by consultants who have been identified as ELS Team members, but whose scope and fees will be submitted later once scope is further defined.
3. Work and scope to be performed by any consultants not included in the fee matrix.
4. Site and improvements that exceed the project budget as stated above.
5. Work area beyond the Project Limits defined in the RFP.
6. Expedited Schedule, including fast-tracked, multiple early bid and construction packages.



7. Negotiating entitlement agreements, variances with city agencies, and design review approval submittals and presentations are to be provided as an additional service.
8. LEED documentation and certification effort, above and beyond the Schematic Design phase analysis. A proposal to provide registration and certification documentation with the US Green Building Council can be provided upon request.
9. Preparing phased construction documents requiring issuance of separate multiple packages.
10. Providing professional renderings or models, and ELS effort required to coordinate with special rendering or model-making consultants. ELS will provide, as part of basic services, three renderings of the project.
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.
13. Increase in Reimbursable Expenses beyond the \$126,454.00 budget.

## EXCLUSIONS/PROVISIONS

The following items of work are excluded from our services:

1. Removal of hazardous materials.
2. CEQA or any services related to CEQA-based studies.
3. Site, boundary, utility, and topographic survey, as these services are not covered by our professional practice insurance policy.
4. Geotechnical analysis and soils report, as these services are not covered by our professional practice insurance policy.
5. Obtaining and paying for construction permits.
6. ADA and/or access compliance survey of existing conditions.

Unless otherwise provided, ELS and its Consultants shall have no responsibility for the discovery, presence, 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 the next 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), (O)510.549.2929 or (M)510.684.1159.

Respectfully Submitted,

**ELS ARCHITECTURE AND URBAN DESIGN**

A handwritten signature in blue ink, appearing to read "Clarence D. Mamuyac, Jr.", written in a fluid, cursive style.

Clarence D. Mamuyac, Jr., FAIA, LEED AP BD+C, NCARB  
Project Manager/Principal

Attachment: Staff and Fee Matrix dated 12.15.2021

EXHIBIT B

STAFF AND FEE MATRIX

December 15, 2021

			PHASE 1: Conceptual Design	PHASE 2: Schematic Design	PHASE 3: Design Development	PHASE 4: Construction Documents	PHASE 5: Permitting and Bid Award	PHASE 6 & 7: Construction Administration and Closeout					
			Hours						Total Hours	Rate	Fee		
Personnel			Title										
Architecture and Interior Design - ELS architecture and Urban Design													
	C. Mamuyac	Principal/Project Manager	100	96	36	36	3.6	20	291.6	\$	300.00	\$	87,480.00
	K. Truong	Project Architect	200	320	720	720	80	300	2340	\$	180.00	\$	421,200.00
	A. Grand	Project Designer	200	320	180	180	80	0	960	\$	170.00	\$	163,200.00
	Staff 1	Staff 1	200	320	720	720	0	1600	3560	\$	150.00	\$	534,000.00
	Staff 2	Staff 2	200	320	540	720	0	1,000	2780	\$	125.00	\$	347,500.00
	Staff 3	Staff 3	200	160	360	432	0	0	1,152	\$	110.00	\$	126,720.00
	Total		1,100	1,536	2,556	2,808	164	2,920	11,084			\$	1,680,100.00
Aquatics Consulting - Aquatic Design Group													
	Dennis Berkshire	Aquatics Principal-in-Charge	4	12	24	24	8	4	76	\$	215.00	\$	16,340.00
	Justin Caron	Aquatics Project Principal	1	2	4	4	2		13	\$	215.00	\$	2,795.00
	Greg Ferrell, AIA	Aquatics Principal Architect	2	6	10	12			30	\$	215.00	\$	6,450.00
	Scott Ferrell, AIA	Aquatics Project Architect		6	12	16			34	\$	195.00	\$	6,630.00
	Greg Cannon	Construction Observation					6	32	38	\$	175.00	\$	6,650.00
	Norma Villegas	Designer	2	18	42	60			122	\$	135.00	\$	16,470.00
	Alejandro Pinnick	Designer		13	24	42			79	\$	135.00	\$	10,665.00
	Cara Johnson	Administrative		1	1	6	1	1	10	\$	80.00	\$	800.00
	Total		9	58	117	164	17	37	402			\$	66,800.00
Landscape Architecture and Irrigation Design - SWA													
	Marco Esposito	Principal	80	60	40	48	4	20	252	\$	260.00	\$	65,520.00
	Zach Davis	Associate Principal	20	70	80	90	4	20	284	\$	170.00	\$	48,280.00
	Shaun Loomis	Associate	0	0	20	24	8	120	172	\$	130.00	\$	22,360.00
	Total		100	130	140	162	16	160	708			\$	136,160.00
Civil Engineering - BKF													
	John Lamon	Associate	10	17	23	32	16	20	118	\$	230.00	\$	27,140.00
	Steven Reynolds	Project Manager	16	32	36	60	32	64	240	\$	224.00	\$	53,760.00
	Abe Rashid	Project Engineer	20	22	100	150	24	40	356	\$	169.00	\$	60,164.00
	Total		46	71	159	242	72	124	714			\$	141,064.00
Structural Engineering - Forell Elsesser													
	Allen Nudel	Principal	4	16	24	72	10	40	166	\$	230.00	\$	38,180.00
	Key Staff	Engineer	6	62	100	310	40	220	738	\$	190.00	\$	140,220.00
	Other Staff	BIM	0	40	80	120	8	0	248	\$	130.00	\$	32,240.00
	Total		10	118	204	502	58	260	1152			\$	210,640.00
MEP Engineering, Lighting Design, Low Voltage and Telecommunications - Guttman & Blaevoet													
	Gurdaveer Singh	PIC & MEOR	20	24	40	40	20	40	184	\$	300.00	\$	55,200.00
	Aashil Randive	HVAC Engineer & PM	0	20	40	60	0	60	180	\$	180.00	\$	32,400.00
	Sean Blaevoet	HVAC Engineer	0	24	8	8	0	0	40	\$	180.00	\$	7,200.00
	Justin Tungate	Plumbing Engineer	8	30	63	80	8	72	261	\$	180.00	\$	46,980.00
	Kelley Lundquist	Fire Protection Engineer	3	12	20	24	3	18	80	\$	180.00	\$	14,400.00
	Ahmad Ahmadzai	Electrical Engineer	0	40	82	110	0	66	298	\$	180.00	\$	53,640.00
	Sebanti Banerjee	Lighting Engineer	0	12	44	44	0	36	136	\$	180.00	\$	24,480.00
	John Moore	Low-voltage Principal	5	23	40	48	5	36	157	\$	300.00	\$	47,100.00
	John Moore	Fire Alarm Principal	2	8	12	16	2	10	50	\$	300.00	\$	15,000.00
	Matt Hargadon	Title-24	0	0	8	8	0	4	20	\$	160.00	\$	3,200.00
	Total		38	193	357	438	38	342	1406			\$	299,600.00
Acoustical Engineering - Salter													
	Acoustics			20	20	22	4	16	82	\$	250.00	\$	20,500.00
	Total		0	20	20	22	4	16	82			\$	20,500.00
Roofing / Waterproofing / Exterior Envelope - SGH													
	Jonathan Stafford	Associate Principal		3	8	16		20	47	\$	310.00	\$	14,570.00
	Caroline Klatman	Consulting Engineer		2	24	40		40	106	\$	200.00	\$	21,200.00
	Grant Kamin	Project Consultant		4	4	24		16	48	\$	165.00	\$	7,920.00
	Total		0	9	36	80	0	76	201			\$	43,690.00
Specifications Writing - Topflight													
	Richard T. Fiory	Principal Specifier	0	12	8	24	2	4	50	\$	202.00	\$	10,100.00
	David Kelty	Senior Specifier	0	48	39	153	10	38	288	\$	175.00	\$	50,400.00
	Louis Liu	Assistant Specifier	0	8	12	24	6	12	62	\$	135.00	\$	8,370.00
	Total		0	68	59	201	18	54	400			\$	68,870.00
Cost Estimating - mack5													
	Cynthia Madrid	Senior Cost Manager	36	40	72	144			292	\$	199.00	\$	58,108.00
	Electrical Cost Planner			12	20	40			72	\$	199.00	\$	14,328.00
	MPFR Cost Planner			12	20	40			72	\$	199.00	\$	14,328.00
	Admin		2	2	2	4			10	\$	90.00	\$	900.00
	Total		38	66	114	228	0	0	446			\$	87,664.00
Code Consulting - Preview Group													
	Steve Winkel			125	150				275	\$	200.00	\$	55,000.00
	Total		0	125	150	0	0	0	275			\$	55,000.00
GRAND TOTAL			1,341	2,394	3,912	4,847	387	3,989	16,870				2,810,088





# City of South San Francisco

P.O. Box 711 (City Hall,  
400 Grand Avenue)  
South San Francisco, CA

## City Council

**Resolution: RES 35-2022**

**File Number: 21-902**

**Enactment Number: RES 35-2022**

RESOLUTION APPROVING A CONSULTING SERVICES AGREEMENT WITH ELS ARCHITECTURE AND URBAN DESIGN OF BERKELEY, CALIFORNIA FOR THE ORANGE MEMORIAL PARK AQUATIC CENTER PROJECT (PROJECT NO. PK2201) IN AN AMOUNT NOT TO EXCEED \$2,936,542, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND AUTHORIZING A TOTAL BUDGET OF \$3,320,197.

WHEREAS, Orange Memorial Park is a multiuse park located in the heart of South San Francisco with an aging pool; and

WHEREAS, in September 2021, staff presented to the Budget Subcommittee funding strategies and the proposed replacement of Orange Pool with an Aquatic Center, possibly at a new location within the park; and

WHEREAS, in October 2021, staff presented to City Council funding strategies and the proposed replacement of Orange Pool with an Aquatic Center, possibly at a new location within the park; and

WHEREAS, on November 24, 2021, Staff advertised a Request for Proposals (RFP) for consultant services to provide architectural/engineering design and community facilitation for a new Aquatic Center at Orange Memorial Park; and

WHEREAS, the project is included in the City of South San Francisco's Fiscal Year 2021-22 Capital Improvement Program (Project No. pk2201).

WHEREAS, the City received five qualified responses to the RFP and, upon evaluation by a selection panel and negotiation with the top-score respondent, City staff recommends selecting ELS Architecture and Urban Design of Berkeley, California for the work and enter into a consulting services agreement with that firm.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of South San Francisco that the City Council hereby approves a consulting services agreement, attached herewith and incorporated herein as Exhibit A, with ELS Architecture and Urban Design of Berkeley, California in an amount not to exceed \$2,936,542, conditioned on the consultant's timely execution of the consulting services agreement and submission of all required documents, including but not limited to, certificates of insurance and endorsements, in accordance with the Project documents.

BE IT FURTHER RESOLVED that the City Council approves, if necessary, an amendment to the consulting agreement in an amount not to exceed \$293,654 should the contingency amount be necessary to be awarded to complete the project as identified in the staff report.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the agreement in substantially the same form as Exhibit A and to execute any other related documents on behalf of the City upon timely submission by ELS Architecture and Urban a signed contract and all other necessary documents, subject to approval as to form by the City Attorney.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to take any other required actions consistent with the intent of this resolution, that do not materially increase the City's obligations.

\* \* \* \* \*

At a meeting of the City Council on 3/9/2022, a motion was made by Vice Mayor Nicolas, seconded by Councilmember Coleman, that this Resolution be approved. The motion passed.

**Yes:** 5 Mayor Nagales, Vice Mayor Nicolas, Councilmember Coleman, Councilmember Flores, and Councilmember Addiego

Attest by

  
\_\_\_\_\_  
Rosa Govea Acosta, City Clerk

TAXABLE YEAR

CALIFORNIA FORM

**2022 Withholding Exemption Certificate****590****The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.****Withholding Agent Information**

Name

City of South San Francisco

**Payee Information**

Name

ELS d/b/a ELS Architecture and Urban Design

☐ SSN or ITIN ☒ FEIN ☐ CA Corp no. ☐ CA SOS file no.

94 2177807

Address (apt./ste., room, PO box, or PMB no.)

2040 Addison Street

City (If you have a foreign address, see instructions.)

Berkeley

State ZIP code

CA 94704

**Exemption Reason****Check only one box.**

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

☐ **Individuals — Certification of Residency:**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☒ **Corporations:**

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Partnerships or Limited Liability Companies (LLCs):**

The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

☐ **Tax-Exempt Entities:**

The entity is exempt from tax under California Revenue and Taxation Code (R&amp;TC) Section 23701 \_\_\_\_\_ (insert letter) or Internal Revenue Code Section 501(c) \_\_\_\_\_ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

☐ **Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:**

The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

☐ **California Trusts:**

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

☐ **Estates — Certification of Residency of Deceased Person:**

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

☐ **Nonmilitary Spouse of a Military Servicemember:**

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

**CERTIFICATE OF PAYEE: Payee must complete and sign below.**Our privacy notice can be found in annual tax booklets or online. Go to [ftb.ca.gov/privacy](http://ftb.ca.gov/privacy) to learn about our privacy policy statement, or go to [ftb.ca.gov/forms](http://ftb.ca.gov/forms) and search for **1131** to locate FTB 1131 EN-SP, Franchise Tax Board Privacy Notice on Collection. To request this notice by mail, call 800.338.0505 and enter form code **948** when instructed.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee's name and title Gerald Navarro; Chief Financial Officer Telephone (510) 549-2929Payee's signature ►  Date 02/17/2022

PLEASE POST IN A CONSPICUOUS PLACE

FOR PERIOD **2/16/2022 TO 12/31/2022**

PROPRIETOR'S NAME **CLARENCE MAMUYAC**

LOCATION     **2040 ADDISON ST.  
BERKELEY, CA 94704**

BUSINESS NAME AND ADDRESS  
  
              **ELS  
2040 ADDISON ST.  
BERKELEY, CA 94704**



**CITY OF SOUTH SAN FRANCISCO  
BUSINESS LICENSE**

400 Grand Avenue  
P.O. Box 711  
South San Francisco, CA 94083

BUSINESS LICENSE NO <b>113398</b>
TYPE OF BUSINESS <b>PROFESSIONAL OR SEMI PROF SERVICES 6500</b>

The named licensee is granted this business license pursuant to Title 6 of the SSF Municipal Code. Business license issuance is not an endorsement nor certification of compliance with other City requirements. This license is issued without verification that the licensee is subject to or exempt from licensing by the State of California.



### **SIR Insurance Questionnaire\***

1. Do you have Self-Insured Retention (SIR) related to the liability coverage? If so, how much is it? [There is no Self-Insured Retention \(SIR\) on General Liability \(since above referenced General Liability Insurance\).](#)
  
2. Do you have a deductible related to the liability coverage? If so, how much is it? [There is no deductible on General Liability \(since above referenced General Liability Insurance\).](#)
  
3. Does your insurance have a provision stating that no one else can pay the SIR or deductible except the contractor? [Not applicable since no SIR or deductible on General Liability with RLI.](#)
  
4. Does the insurance agreement permit the City as an additional insured to pay the amount of the SIR or deductible if the contractor does not? [Not applicable since no SIR or deductible on General Liability with RLI.](#)

\*Our insurance broker added this note:

[Since you're Design Professional, your primary exposure/insurance is Professional Liability but these questions are not referencing your Professional Liability; they pertain more to General Contractors.](#)

ELS0000-01

YUENG



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/16/2022

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> Gigi Yuen <b>PHONE (A/C, No, Ext):</b> (925) 660-3514 50008 <b>FAX (A/C, No):</b> (925) 416-7869 <b>E-MAIL ADDRESS:</b> Gigi.Yuen@ioausa.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  <b>ELS Architecture and Urban Design</b> 2040 Addison Street Berkeley, CA 94704	<b>INSURER A :</b> RLI Insurance Company	
	<b>INSURER B :</b> Beazley Insurance Company, Inc	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
<b>INSURER F :</b>		<b>NAIC #</b> 13056  37540

## 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	10/1/2021	10/1/2022	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	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PSA0002551	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			PSE0001380	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	PSW0002642	10/1/2021	10/1/2022	<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.			V13CAB210901	6/10/2021	6/10/2022	Per Claim 2,000,000
B	Professional Liab.			V13CAB210901	6/10/2021	6/10/2022	Aggregate 3,000,000

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

Project: Orange Memorial Park 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, 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.

Professional Liability retroactive date is Full Prior Acts.

GENERAL LIABILITY/AUTO LIABILITY ADDITIONAL INSURED INCLUDE THE FOLLOWING PERSON(S) OR ORGANIZATION(S):

SEE ATTACHED ACORD 101

## CERTIFICATE HOLDER

## CANCELLATION

City of South San Francisco Capital Projects 33 Arroyo Drive South San Francisco, CA 94080	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

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

Description of Operations/Locations/Vehicles:  
City of South San Francisco and its appointed or elected officers, officials, employees, and authorized agents & volunteers and/or as required by written contract



Policy Number: PSB0001596

RLI Insurance Company

Named Insured: ELS Architecture and Urban Design

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

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

This endorsement modifies insurance provided under the following:

### **BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY**

**1. C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, 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 on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. 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 ONLY TO 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.**



**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



## Notice of Reduction in or Cancellation of Coverage

Related to all insurance obtained pursuant to this Agreement, coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than ten (10) working days after Consultant is notified of the change in coverage.

ELS Architecture + Urban Development agrees to comply with the above statement.

A handwritten signature in black ink, reading "Cheri LaFontaine". The signature is fluid and cursive, with a large loop at the end of the last name.

---

Cheri LaFontaine, Office Manager

4/4 2022

---

Date

## Jung, Kari

---

**From:** Wong, Jason  
**Sent:** Monday, March 14, 2022 5:47 PM  
**To:** Lai, Claire [Meyersnave]; Jung, Kari  
**Cc:** Vitale, Philip  
**Subject:** RE: ELS Fee Proposal - Revised: Orange Memorial Park Aquatic Center

Hi all,

I'm fine with the consultant providing us with a letter if insurance is reduced or cancelled.

Jason

---

**From:** Lai, Claire <clai@meyersnave.com>  
**Sent:** Monday, March 14, 2022 5:43 PM  
**To:** Jung, Kari <Kari.Jung@ssf.net>; Wong, Jason <Jason.Wong@ssf.net>  
**Cc:** Vitale, Philip <Philip.Vitale@ssf.net>  
**Subject:** RE: ELS Fee Proposal - Revised: Orange Memorial Park Aquatic Center

[NOTICE: This message originated outside of City of South San Francisco -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Hi Kari,

If Jason doesn't see any issues with this, I'm fine if the consultant provides a letter stating that they will notify the City if insurance is reduced or cancelled. I also see that the COI says cancellation notice will be delivered "in accordance with the policy provisions", so I'm wondering if there is already some other notice period that's included. If the consultant or their broker can clarify, I'm also okay with us just following that notice period.

Let me know if there are any questions.

Thanks,  
Claire

---

**From:** Jung, Kari <[Kari.Jung@ssf.net](mailto:Kari.Jung@ssf.net)>  
**Sent:** Monday, March 14, 2022 1:16 PM  
**To:** Wong, Jason <[Jason.Wong@ssf.net](mailto:Jason.Wong@ssf.net)>  
**Cc:** Lai, Claire <[clai@meyersnave.com](mailto:clai@meyersnave.com)>; Vitale, Philip <[Philip.Vitale@ssf.net](mailto:Philip.Vitale@ssf.net)>  
**Subject:** FW: ELS Fee Proposal - Revised: Orange Memorial Park Aquatic Center  
**Importance:** High

[EXTERNAL E-MAIL]

Good Afternoon!

Consultant is requesting modification to the insurance provision:  
Notice of Reduction in or Cancellation of Coverage. A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided,

canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than ten (10) working days after Consultant is notified of the change in coverage.

According to their broker, the insurance carrier won't add the provision and that it falls on us, the insured, to document this.

Can they send this verbiage on letterhead as they would be the one to inform the City if said insurance is cancelled?

I have attached the COI provided and the draft of the agreement for your reference. Please advise how we can proceed.

Thanks,

*Kari Jung*

Administrative Assistant II  
City of South San Francisco  
Parks and Recreation Department  
☎ Direct (650) 829-3809

FUTURE OUT OF OFFICE DATES: 03/25/2022

---

**From:** Cheri LaFontaine <[clafontaine@elsarch.com](mailto:clafontaine@elsarch.com)>  
**Sent:** Monday, March 14, 2022 1:11 PM  
**To:** Jung, Kari <[Kari.Jung@ssf.net](mailto:Kari.Jung@ssf.net)>  
**Cc:** Vitale, Philip <[Philip.Vitale@ssf.net](mailto:Philip.Vitale@ssf.net)>  
**Subject:** Re: ELS Fee Proposal - Revised: Orange Memorial Park Aquatic Center

[NOTICE: This message originated outside of City of South San Francisco -- **DO NOT CLICK** on links or open attachments unless you are sure the content is safe.]

Our broker told us the insurance carrier won't add the provision and that it falls on us, the insured, to document this.

Can I send this verbiage to you on our letterhead as we would be the one to inform you if said insurance is cancelled?

Our broker told us that it would be impossible for them to do this given the number of policies and certificates of insurance that they handle on a daily basis.

Let me know how best we can handle this to give you what you need.

:)

Cheri

Sent from my iPhone

## Jung, Kari

---

**From:** Clarence Mamuyac <cmamuyac@elsarch.com>  
**Sent:** Thursday, April 7, 2022 9:02 PM  
**To:** Jung, Kari  
**Cc:** Vitale, Philip; Kim-Van Truong  
**Subject:** RE: Please DocuSign: Contract Agreement-ELS.pdf

[NOTICE: This message originated outside of City of South San Francisco -- **DO NOT CLICK** on links or open attachments unless you are sure the content is safe.]

Kari,

All of this sounds good. Please send me a revised agreement via DocuSign and we'll get this settled.....would love to get this done tomorrow if possible.

Thanks again!  
C

**Clarence D. Mamuyac, Jr.**, FAIA, LEED AP BD+C  
President/CEO  
[elsarch.com](http://elsarch.com)  
Berkeley | Los Angeles | Sacramento

**els** architecture+  
urban design  
els+ is among the **2019 architect 50**- top u.s. architecture firms in business and sustainability

---

**From:** Jung, Kari <Kari.Jung@ssf.net>  
**Sent:** Thursday, April 7, 2022 9:27 AM  
**To:** Clarence Mamuyac <cmamuyac@elsarch.com>  
**Cc:** Vitale, Philip <Philip.Vitale@ssf.net>; Kim-Van Truong <ktruong@elsarch.com>  
**Subject:** RE: Please DocuSign: Contract Agreement-ELS.pdf

Good Morning!

The City Attorney has reviewed your requested changes.  
Most of your requested changes would be accepted by the City.

Please review the attached Split Indemnification provision which would replace Section 5 (5.3 would become 5.4 and added back in as the attorney would decline to accept those proposed changes.

Your proposed changes to sections 1.2 and 1.4 would be accepted.  
Your proposed changes to section 7.2 would not be accepted.  
Your proposed changes to section 7.4 would be accepted.  
Your proposed changes to section 10.1 would not be accepted.  
Your proposed changes to section 10.7 would be accepted.

Please review and advise if you'd like me to put together the revised agreement for final review, as described above/attached.

Thanks,

## Jung, Kari

---

**From:** Lai, Claire <clai@meyersnave.com>  
**Sent:** Thursday, April 7, 2022 9:15 AM  
**To:** Jung, Kari  
**Cc:** Vitale, Philip  
**Subject:** RE: OMP AC - Contract - Proposed Language Revisions - request for review  
**Attachments:** Split Indemnification Provision (for use w Professional Liability).docx; 20220405 Rev SOSF ELS Consulting Services Agreement (040622).docx

[NOTICE: This message originated outside of City of South San Francisco -- **DO NOT CLICK** on links or open **attachments** unless you are sure the content is safe.]

Hi Kari and Philip,

I reviewed and responded to the edits in the attached document. Overall, I think the edits are agreeable except the edits to the sections regarding compliance with laws and attorney's fees. Also, please send the attached "split" indemnification language to the consultant and see if they are okay with it. That language will replace Section 5 in its entirety (except section 5.3); we prepared the language separately because of some changes in state law that would limit the indemnity obligation of certain design professionals, which I think would be applicable here.

If you have any questions, please let me know.

Thanks,  
Claire

---

**From:** Jung, Kari <Kari.Jung@ssf.net>  
**Sent:** Wednesday, April 6, 2022 11:37 AM  
**To:** Lai, Claire <clai@meyersnave.com>  
**Cc:** Vitale, Philip <Philip.Vitale@ssf.net>  
**Subject:** FW: OMP AC - Contract - Proposed Language Revisions - request for review

[EXTERNAL E-MAIL]

Hello!

Please see attached tracked changes request for revisions from the consultant.

Philip's comments:

Section 1

Standard of Care seems relatively consistent with what we were asking for.

Section 5

Reimbursement for defense fees only. Have we agreed to such on other projects?

Section 10

Attorneys' Fees – Is there a precedent for us omitting this provision? Seems like one we could push back on.

Thanks,

*Kari Jung*

## EXHIBIT B

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## Memorandum

Date:	November 1, 2022	Project:	Orange Memorial Park Aquatic Center
To:	Philip Vitale, Jr. Deputy Director, Capital Projects City of South San Francisco	Proj. No.:	202206
From:	Clarence D. Mamuyac Jr., FAIA	Subject:	<b>Request for Additional Service Fees – No. 3A – All-Electric Design &amp; Building Performance Modeling during Schematic Design</b>

The following is a summary of project scope items that would be added to the base project upon approval:

### **Architectural and Consultant Services for All-Electric Design and Building Performance Modeling during Schematic Design:**

We propose to provide services, broken down by task as follows:

- TASK A1: Building Performance Modeling – Energy Analysis
- TASK A3: Building Performance Modeling – Life Cycle Cost Analysis
- TASK B1: Photovoltaic and Battery Systems Analysis
- TASK C1: Solar Thermal Collection Systems Analysis

Including the following scope:

- Architectural services to coordinate, supervise and document Building Performance Modeling.
- MEP services to provide Building Performance Modeling Analyses, Photovoltaic and Battery Systems Analysis, and Solar Thermal Collection System Analysis, as outlined in the attached proposal from Guttman & Blaevoet.

For the scope changes and required revisions noted above, following is a breakdown of additional fees:



				Fees
ELS	Staff Hours	Rate	Subtotal	
A. Building Performance Modeling	40.0	\$170	\$6,800.00	
	<b>ELS TOTAL</b>			<b>\$6,800.00</b>

			Fees
CONSULTANTS		Proposal	
<b>Guttman &amp; Blaevoet</b>			
A1. Building Performance Modeling	Energy Analysis	\$24,000.00	
A3. Building Performance Modeling	Life Cycle Cost Analysis	\$12,000.00	
B1. Photovoltaic and Battery Systems	Analysis	\$8,000.00	
C1. Solar Thermal Systems	Analysis	\$8,000.00	

Total by Task (ELS + Consultants)		
<b>A1. BPM – Energy Analysis</b>		<b>\$30,800.00</b>
<b>A3. BPM – Life Cycle Cost Analysis</b>		<b>\$12,000.00</b>
<b>B1. Photovoltaic and Battery Systems</b>		<b>\$8,000.00</b>
<b>C1. Solar Thermal Systems</b>		<b>\$8,000.00</b>
<b>GRAND TOTAL</b>		<b>\$58,800.00</b>

If the City of South San Francisco 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 dated March 9, 2022, which will increase our total contract dollar amount by **\$58,800.00 (Fifty-Eight Thousand Eight Hundred Dollars and Zero Cents)** to cover Additional Service items described above.

#### SUMMARY

Original Contract Sum	\$ 2,936,542.00
Previously Approved Additional Services (#1 and 5)	\$ 92,950.00
<u>Additional Service #3A Request</u>	<u>\$ 58,800.00</u>
Amended Contract Amount	\$ 3,088,292.00

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





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SUBMITTED

APPROVED

-----  
Clarence D. Mamuyac, Jr., FAIA, LEED AP BD+C  
ELS Architecture and Urban Design

-----  
Philip Vitale, Jr.  
City of South San Francisco

**End of Additional Service Request No. 3A**



## Memorandum

Date:	May 25, 2023	Project:	Orange Memorial Park Aquatic Center
To:	Philip Vitale, Jr. Deputy Director, Capital Projects City of South San Francisco	Proj. No.:	202206
From:	Clarence D. Mamuyac Jr., FAIA	Subject:	<b>Request for Additional Service Fees – No. 3B – All-Electric Design after Schematic Design</b>

The following is a summary of project scope items that would be added to the base project upon approval:

### Architectural and Consultant Services for All-Electric Design

We propose to provide services, broken down by task as follows:

- TASK E: All-Electric Design and Documentation for Mechanical and Pool Heating
- TASK F: Coordination of PV System to be provided by PCE

For the scope changes and required revisions noted above, following is a breakdown of additional fees:

				Fees
<b>ELS</b>	Staff Hours	Rate	Subtotal	
E. All-Electric Design	40.0	\$170	\$6,800.00	
F. PV System Coordination with PCE	4.0	\$170	\$680.00	
	<b>ELS TOTAL</b>			<b>\$7,480.00</b>

			Fees
<b>CONSULTANTS</b>			
<b>Guttmann &amp; Blaevoet</b>			
E. All-Electric Design			\$25,000.00



F. PV System Coordination with PCE		Included in Item D.
	<b>G&amp;B TOTAL</b>	<b>\$25,000.00</b>

<b>TOTAL ITEM E &amp; F</b>		<b>\$32,480.00</b>
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If the City of South San Francisco 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 dated March 9, 2022, which will increase our total contract dollar amount by **\$32,480.00 (Thirty-Two Thousand Four Hundred and Eighty Dollars and Zero Cents)** to cover Additional Service items described above.

#### SUMMARY

Original Contract Sum	\$ 2,936,542.00
Previously Approved Additional Services (#1, 3A, 4, 5, 6, 7A, 8 & 9)	\$ 330,588.50
<u>Additional Service #3B Request</u>	<u>\$ 32,480.00</u>
Amended Contract Amount	\$ 3,229,610.50

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

SUBMITTED

APPROVED

-----  
Clarence D. Mamuyac, Jr., FAIA, LEED AP BD+C  
ELS Architecture and Urban Design

-----  
Philip Vitale, Jr.  
City of South San Francisco

**End of Additional Service Request No. 3B**



## Memorandum

Date:	November 1, 2022	Project:	Orange Memorial Park Aquatic Center
To:	Philip Vitale, Jr. Deputy Director, Capital Projects City of South San Francisco	Proj. No.:	202206
From:	Clarence D. Mamuyac Jr., FAIA	Subject:	<b>Request for Additional Service Fees – No. 4 R1 – Operational Analysis</b>

The following is a summary of project scope items that would be added to the base project upon approval:

A) Operational Analysis Consultant Services including Market Analysis and Needs Assessment

For the scope changes and required revisions noted above, following is a breakdown of additional fees:

	Fees
1. Pursuant to attached BerryDunn Proposal for Services	\$39,700.00
2. ELS support of BerryDunn services, including consultant management	\$3,400.00
<hr/>	
TOTAL FOR ITEM A	\$43,100.00

If the City of South San Francisco 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 dated March 9, 2022, which will increase our total contract dollar amount by either **\$43,100.00 (Forty-Three Thousand One Hundred Dollars and Zero Cents)** to cover Additional Service items described above.



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## SUMMARY

Original Contract Sum	\$ 2,936,542.00
Previously Approved Additional Services (#1 and 5)	\$ 92,950.00
<u>Additional Service #4 R1 Request</u>	<u>\$ 43,100.00</u>
Amended Contract Amount	\$ 3,072,592.00

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

## SUBMITTED

## APPROVED

-----  
Clarence D. Mamuyac, Jr., FAIA, LEED AP BD+C  
ELS Architecture and Urban Design

-----  
Philip Vitale, Jr.  
City of South San Francisco

**End of Additional Service Request No. 4 R1**



## Memorandum

Date:	September 1, 2022	Project:	Orange Memorial Park Aquatic Center
To:	Philip Vitale, Jr. Deputy Director, Capital Projects City of South San Francisco	Proj. No.:	202206
From:	Clarence D. Mamuyac Jr., FAIA	Subject:	<b>Request for Additional Service Fees – No. 5 R2 – New Concept Plans and Wind Analysis</b>

The following is a summary of project scope items that would be added to the base project upon approval:

A) Wind Analysis Consultant Services – expert opinion consulting review and assessment of site conditions, wind tunnel study, and attendance at City Council meeting.

For the scope changes and required revisions noted above, following is a breakdown of additional fees:

CPP Wind Engineering Consultants	Fees
1. Expert Opinion	\$2,000.00
2. Wind Tunnel Comfort Study	\$24,000.00
3. Expedited Fee	\$3,000.00
4. Attendance at Public Meeting	\$4,000.00
ELS	
1. ELS support of CPP services, including consultant management	\$3,300.00
<b>TOTAL FOR ITEM A</b>	<b>\$36,300.00</b>

B) Additional Concept Plan Development

For the scope changes and required revisions noted above, following is a breakdown of additional fees:



ELS	Hours		Rate	Subtotal	Fees
1. Revised Plans					
Clarence Mamuyac	4	x	\$400	NO CHARGE	
Anthony Grand	16	x	\$175	\$3,000.00	
Kim-Van Truong	12	x	\$175	\$4,000.00	
				SUBTOTAL	\$4,900.00
2. Concept Cost					
Clarence Mamuyac	4	x	\$400	NO CHARGE	
Kim-Van Truong	4	x	\$175	\$700.00	
				SUBTOTAL	\$700.00
3. New Revit Models					
Anthony Grand	16	x	\$175	\$2,800.00	
Kim-Van Truong	4	x	\$175	\$700.00	
Gavin Wall	24	x	\$130	\$3,120.00	
Luke Ivers	24	x	\$155	\$3,720.00	
Jose Rodriguez	24	x	\$90	\$2,160.00	
				SUBTOTAL	\$12,500.00
				<b>TOTAL FOR ITEM B</b>	<b>\$18,100.00</b>
				<b>TOTAL FOR ITEMS A &amp; B</b>	<b>\$54,400.00</b>

If the City of South San Francisco 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 dated March 9, 2022, which will increase our total contract dollar amount by **\$54,400.00 (Fifty-Four Thousand Four Hundred Dollars and Zero Cents)** to cover Additional Service items described above.

#### SUMMARY

Previous Contract Sum (After Additional Service #1 Request)	\$ 2,975,092.00
Additional Service #5 R2 Request	\$ 54,400.00
Amended Contract Amount	\$ 3,029,492.00



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

SUBMITTED

APPROVED

-----  
Clarence D. Mamuyac, Jr., FAIA, LEED AP BD+C  
ELS Architecture and Urban Design

-----  
Philip Vitale, Jr.  
City of South San Francisco

**End of Additional Service Request No. 5 R2**





## Memorandum

Date:	October 3, 2022	Project:	Orange Memorial Park Aquatic Center
To:	Philip Vitale, Jr. Deputy Director, Capital Projects City of South San Francisco	Proj. No.:	202206
From:	Kim-Van Truong	Subject:	<b>Request for Additional Service Fees – No. 6 – Extended Concept Design Period</b>

This request for additional services is for scope involving an extension of the Concept Design period as described below:

- The original schedule that was included in the response to the Request for Proposals included a Concept Design period of 11 weeks.
- The Concept Design period started late March 2022 and the third and final Community Workshop was held on June 25, 2022, which equated to a 14-week period.
- Since the final Community Workshop, the team has been working in an extended Concept Design period that has equated to an additional 13 weeks (June 25, 2022 – September 28, 2022). Thus, a concept design period that has expanded from 11-weeks to 27 weeks.
- Work completed during this time involved multiple iterations of the conceptual plan and meetings with City Staff along the way for review and approval. Please see Concept Design Report issued on September 28, 2022, for additional backup information.

Please also note that this scope change is in addition to the effort that was submitted separately as Additional Service Request #5 (dated September 1, 2022).

For the scope changes and required revisions noted above, following is a breakdown of our request for additional fees:



				Fees
ELS	Hours	Rate	Subtotal	
Clarence Mamuyac	37.0	\$300	\$11,100.00	
Susan Vutz	8.0	\$190	\$1,520.00	
Anthony Grand	72.0	\$170	\$12,240.00	
Kim-Van Truong	48.5	\$180	\$8,730.00	
Dana Vollmer-Grant	50.75	\$170	\$8,627.50	
Luke Ivers	45.0	\$150	\$6,750.00	
Gavin Wall	34.0	\$125	\$4,250.00	
Cherri Jeong	32.0	\$95	\$3,040.00	
Jose Rodriguez	40.0	\$90	\$3,600.00	
Diana Banh	8.5	\$160	\$1,360.00	
French Clements	9.0	\$135	\$1,215.00	
	<b>TOTAL</b>			<b>\$ 62,432.50</b>

If the City of South San Francisco 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 **\$62,432.50 (Sixty-Two Thousand Four Hundred and Thirty Dollars and Fifty Cents)** to cover Additional Service items described above.

#### SUMMARY

Previous Contract Sum (After Additional Service #1 Request)	\$ 2,975,092.00
<u>Additional Service #6 Request</u>	<u>\$ 62,432.50</u>
Amended Contract Amount	\$ 3,037,524.50

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



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SUBMITTED

APPROVED

-----  
Kim-Van Truong, AIA, LEED AP BD+C, Assoc. DBIA  
ELS Architecture and Urban Design

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Philip Vitale, Jr.  
City of South San Francisco

**End of Additional Service Request No. 6**



## Memorandum

Date:	May 23, 2023	Project:	Orange Memorial Park Aquatic Center
To:	Philip Vitale, Jr. Deputy Director, Capital Projects City of South San Francisco	Proj. No.:	202206
From:	Clarence D. Mamuyac, Jr., FAIA, LEED AP BD+C	Subject:	<b>Request for Additional Service Fees – No. 7B – Tennis Drive Parking Lot – Design through Construction</b>

The following is a summary of project scope items that would be added to the base project upon approval:

- A) Maintenance improvements to the existing Tennis Drive parking lot including slurry seal and restriping. Providing power to the Tennis Drive parking lot for EV charging stations.

For the scope changes and required revisions noted above, following is a breakdown of additional fees:

		<b>Fees</b>
<b>ELS</b>		\$7,046.50

<b>Consultants</b>		
Civil	BKF	\$10,333.00
Landscape	SWA	\$23,500.00
Power	Guttmann & Blaevoet	\$10,000.00
	<b>ITEM A TOTAL</b>	<b>\$50,879.50</b>

If the City of South San Francisco 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 dated March 9, 2022, which will increase our total contract dollar amount by **\$50,879.50**



**(Fifty Thousand Eight Hundred and Seventy-Nine Dollars and Fifty Cents)** to cover  
Additional Service items described above.

SUMMARY

Original Contract Sum	\$ 2,936,542.00
Previously Approved Additional Services (#1, 3A, 4, 5, 6, 7A, 8 & 9)	\$ 330,588.50
<u>Additional Service #7B Request</u>	<u>\$ 50,879.50</u>
Amended Contract Amount	\$ 3,318,010.00

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

SUBMITTED

APPROVED

-----  
Clarence D. Mamuyac, Jr., FAIA, LEED AP BD+C  
ELS Architecture and Urban Design

-----  
Philip Vitale, Jr.  
City of South San Francisco

**End of Additional Service Request No. 7B**



## Memorandum

Date:	March 5, 2023	Project:	Orange Memorial Park Aquatic Center
To:	Philip Vitale, Jr. Deputy Director, Capital Projects City of South San Francisco	Proj. No.:	202206
From:	Clarence D. Mamuyac Jr., FAIA	Subject:	<b>Request for Additional Service Fees – No. 8 – Soils Investigations</b>

The following is a summary of project scope items that have already been completed and would be added to the base project upon approval:

A) Study of multiple alternates for reinforcing the existing soils which have a high liquefaction factor. Options included over-excavation and geotextile per recommendations by the Geotechnical Engineer of Record. Additional options included conceptual level design of deep foundations for both the building and the indoor pool. Cost estimating was also included to help the City analyze the different options.

For the scope changes and required revisions noted above, following is a breakdown of additional fees:

CONSULTANTS		Fees
KPFF	Structural - Deep Foundation for Pool	\$1,000.00
Forell/Elsesser	Structural	\$3,000.00
BKF	Civil	\$2,592.00
Mack5	Cost Estimating	\$2,587.00
ELS		\$2,640.00
<b>TOTAL</b>		<b>\$11,819.00</b>



If the City of South San Francisco 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 dated March 9, 2022, which will increase our total contract dollar amount by **\$11,819.00 (Eleven Thousand Eight Hundred and Nineteen Dollars and Zero Cents)** to cover Additional Service items described above.

#### SUMMARY

Original Contract Sum	\$ 2,936,542.00
Previously Approved Additional Services (#1, 3A, 4, 5, 6 & 7A)	\$ 290,269.50
<u>Additional Service #8 Request</u>	<u>\$ 11,819.00</u>
Amended Contract Amount	\$ 3,238,630.50

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

#### SUBMITTED

#### APPROVED

-----  
Clarence D. Mamuyac, Jr., FAIA, LEED AP BD+C  
ELS Architecture and Urban Design

-----  
Philip Vitale, Jr.  
City of South San Francisco

**End of Additional Service Request No. 8**



## Memorandum

Date:	March 30, 2023	Project:	Orange Memorial Park Aquatic Center
To:	Philip Vitale, Jr. Deputy Director, Capital Projects City of South San Francisco	Proj. No.:	202206
From:	Clarence D. Mamuyac Jr., FAIA	Subject:	<b>Request for Additional Service Fees – No. 9 – Joint Trench Consultant</b>

The following is a summary of project scope items that would be added to the base project upon approval:

A) Power Systems Design (PSD) to complete joint trench design and specifications for PG&E and local Tel and CATV providers.

For the scope changes and required revisions noted above, following is a breakdown of additional fees:

CONSULTANTS		Fees
PSD	PG&E Electric Service	\$25,000.00
	Tel/CATV Service	\$3,500.00
<b>TOTAL</b>		<b>\$28,500.00</b>

If the City of South San Francisco 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 dated March 9, 2022, which will increase our total contract dollar amount by **\$28,500.00 (Twenty-Eight Thousand and Five Hundred Dollars and Zero Cents)** to cover Additional Service items described above.



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## SUMMARY

Original Contract Sum	\$ 2,936,542.00
Previously Approved Additional Services (#1, 3A, 4, 5, 6, 7A & 8)	\$ 302,055.50
Additional Service #9 Request	\$ 28,500.00
Amended Contract Amount	\$ 3,267,130.50

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

SUBMITTED

APPROVED

-----  
Clarence D. Mamuyac, Jr., FAIA, LEED AP BD+C  
ELS Architecture and Urban Design

-----  
Philip Vitale, Jr.  
City of South San Francisco

**End of Additional Service Request No. 9**



## Memorandum

Date:	May 23, 2023	Project:	Orange Memorial Park Aquatic Center
To:	Philip Vitale, Jr. Deputy Director, Capital Projects City of South San Francisco	Proj. No.:	202206
From:	Clarence D. Mamuyac Jr., FAIA	Subject:	<b>Request for Additional Service Fees – No. 10 – Fiber Line</b>

The following is a summary of project scope items that would be added to the base project upon approval:

A) Extension of the City's fiber masterplan from the stub out location at the corner of Orange Avenue and Colma Creek. The design team will explore extending the conduit to the new Aquatics Center as well as connecting to the Fernekes Building. Included in the scope is a site visit to determine points of connection and evaluate existing systems.

For the scope changes and required revisions noted above, following is a breakdown of additional fees:

CONSULTANTS		Fees
Guttman & Blaivoet	Low Voltage	\$6,720.00
ELS		\$710.00
<b>TOTAL</b>		<b>\$7,430.00</b>

If the City of South San Francisco 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 dated March 9, 2022, which will increase our total contract dollar amount by **\$7,430.00 (Seven Thousand Four Hundred and Thirty Dollars and Zero Cents)** to cover Additional Service items described above.

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## SUMMARY

Original Contract Sum	\$ 2,936,542.00
Previously Approved Additional Services (#1, 3A, 4, 5, 6, 7A, 8 & 9)	\$ 330,588.50
<u>Additional Service #10 Request</u>	<u>\$ 7,430.00</u>
Amended Contract Amount	\$ 3,274,560.50

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

SUBMITTED

APPROVED

-----  
Clarence D. Mamuyac, Jr., FAIA, LEED AP BD+C  
ELS Architecture and Urban Design

-----  
Philip Vitale, Jr.  
City of South San Francisco

**End of Additional Service Request No. 10**



## Memorandum

Date:	August 15, 2023	Project:	Orange Memorial Park Aquatic Center
To:	Philip Vitale, Jr. Deputy Director, Capital Projects City of South San Francisco	Proj. No.:	202206
From:	Clarence D. Mamuyac Jr., FAIA	Subject:	<b>Request for Additional Service Fees – No. 11 – Additional Pool Studies</b>

The following is a summary of project scope items that were completed prior to support the discussion regarding the depths and design of the pools at the June 14<sup>th</sup>, 2023 City Council meeting:

A) Study of different pool iterations which included research and summaries of various aquatics regulations, study and diagrams for different pool depth options for both the indoor pool and outdoor pool, review and updates to Council Presentation and Staff Report, and attendance at the June 14<sup>th</sup>, 2023 City Council meeting.

For the scope changes and required revisions noted above, following is a breakdown of additional fees:

CONSULTANTS		Fees
Aquatic Design Group	Pool Consultant	\$5,700.00
ELS		\$4,147.50
<b>TOTAL</b>		<b>\$9,847.50</b>

If the City of South San Francisco 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 dated March 9, 2022, which will increase our total contract dollar amount by **\$9,847.50 (Nine**



**Thousand Eight Hundred and Forty-Seven Dollars and Fifty Cents)** to cover Additional Service items described above.

SUMMARY

Original Contract Sum	\$ 2,936,542.00
Previously Approved Additional Services (#1, 3A, 4, 5, 6, 7A, 8 & 9)	\$ 330,588.50
<u>Additional Service #11 Request</u>	<u>\$ 9,847.50</u>
Amended Contract Amount	\$ 3,276,978.00

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

SUBMITTED

APPROVED

-----  
Clarence D. Mamuyac, Jr., FAIA, LEED AP BD+C  
ELS Architecture and Urban Design

-----  
Philip Vitale, Jr.  
City of South San Francisco

**End of Additional Service Request No. 11**



## Memorandum

Date:	September 5, 2023	Project:	Orange Memorial Park Aquatic Center
To:	Philip Vitale, Jr. Deputy Director, Capital Projects City of South San Francisco	Proj. No.:	202206
From:	Clarence D. Mamuyac Jr., FAIA	Subject:	<b>Request for Additional Service Fees – No. 12 – Surveying for Plat and Legal Descriptions</b>

The following is a summary of project scope items that would be added to the base project upon approval:

A) Surveying services in preparation of plat and legal descriptions for (1) PG&E easement for the gas CP rectifier and (1) California Water Service water line easement.

For the scope changes and required revisions noted above, following is a breakdown of additional fees:

CONSULTANTS		Fees
BKF	Civil Engineering / Surveying	\$10,000.00
ELS		\$1,000.00
<b>TOTAL</b>		<b>\$11,000.00</b>

If the City of South San Francisco 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 dated March 9, 2022, which will increase our total contract dollar amount by **\$11,000.00 (Eleven Thousand Dollars and Zero Cents)** to cover Additional Service items described above.

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## SUMMARY

Original Contract Sum	\$ 2,936,542.00
Previously Approved Additional Services (#1, 3A, 4, 5, 6, 7A, 8, 9, 7B, 10 & 3B)	\$ 421,378.00
<u>Additional Service #12 Request</u>	<u>\$ 11,000.00</u>
Amended Contract Amount	\$ 3,368,920.00

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

SUBMITTED

APPROVED

-----  
Clarence D. Mamuyac, Jr., FAIA, LEED AP BD+C  
ELS Architecture and Urban Design

-----  
Philip Vitale, Jr.  
City of South San Francisco

**End of Additional Service Request No. 12**



## Memorandum

Date:	October 23, 2023	Project:	Orange Memorial Park Aquatic Center
To:	Philip Vitale, Jr. Deputy Director, Capital Projects City of South San Francisco	Proj. No.:	202206
From:	Clarence D. Mamuyac Jr., FAIA	Subject:	<b>Request for Additional Service Fees – No. 13 – Irrigation and Lawn Replacement at Soccer Fields</b>

The following is a summary of project scope items that would be added to the base project upon approval:

A) Design of irrigation mainline and lawn irrigation in existing soccer field adjacent to the main project. Existing 6" main will be abandoned in place. Per discussion with SSF, new backflow should not be required and therefore no time for Civil is included below.

For the scope changes and required revisions noted above, following is a breakdown of additional fees:

CONSULTANTS		Fees
SWA	Landscape & Irrigation Design	\$7,200.00
ELS	Coordination & Management	\$720.00
<b>TOTAL</b>		<b>\$7,920.00</b>

If the City of South San Francisco 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 dated March 9, 2022, which will increase our total contract dollar amount by **\$7,920.00**



architecture+  
urban design

**(Seven Thousand Nine Hundred and Twenty Dollars and Zero Cents)** to cover Additional Service items described above.

## SUMMARY

Original Contract Sum	\$ 2,936,542.00
Previously Approved Additional Services: (#1, 3A, 4, 5, 6, 7A, 8, 9, 7B, 10, 3B, 11 & 12)	\$ 442,225.50
<u>Additional Service #13 Request</u>	<u>\$ 7,920.00</u>
Amended Contract Amount	\$ 3,386,687.50

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

## SUBMITTED

## APPROVED

-----  
Clarence D. Mamuyac, Jr., FAIA, LEED AP BD+C  
ELS Architecture and Urban Design

-----  
Philip Vitale, Jr.  
City of South San Francisco

**End of Additional Service Request No. 13**

ELS0000-01

MICHAELA



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/11/2023

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> Gigi Yuen <b>PHONE (A/C, No, Ext):</b> (925) 660-3514 50008 <b>FAX (A/C, No):</b> (925) 416-7869 <b>E-MAIL ADDRESS:</b> Gigi.Yuen@ioausa.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  <b>ELS Architecture and Urban Design</b> 2040 Addison Street Berkeley, CA 94704	<b>INSURER A :</b> RLI Insurance Company	
	<b>INSURER B :</b> Lexington Insurance Company	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
<b>INSURER F :</b>		<b>NAIC #</b> 13056 19437

## 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	10/1/2023	10/1/2024	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	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PSA0002551	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			PSE0001380	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	PSW0002642	10/1/2023	10/1/2024	<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	6/10/2023	6/10/2024	Per Claim 3,000,000
B	Professional Liab.			031565618	6/10/2023	6/10/2024	Aggregate 5,000,000

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

Project: Orange Memorial Park 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, 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.

Professional Liability retroactive date is Full Prior Acts.

30 days written cancellation is in favor of the Certificate Holder.

SEE ATTACHED ACORD 101

## CERTIFICATE HOLDER

## CANCELLATION

City of South San Francisco Capital Projects 33 Arroyo Drive South San Francisco, CA 94080	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

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

Description of Operations/Locations/Vehicles:  
GENERAL LIABILITY/AUTO LIABILITY ADDITIONAL INSURED INCLUDE THE FOLLOWING PERSON(S) OR ORGANIZATION(S):  
City of South San Francisco and its appointed or elected officers, officials, employees, and authorized agents & volunteers and/or as required by written contract

Policy Number: PSB0001596

RLI Insurance Company

Named Insured: ELS Architecture and Urban Design

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

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

This endorsement modifies insurance provided under the following:

### **BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY**

**1. C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, 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 on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. 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 ONLY TO 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.**

**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

Policy Number: PSB0001596  
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: PSA0002551  
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:

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: PSW0002642  
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.

**ENDORSEMENT # 026**

**This endorsement, effective 12:01 AM 06/10/2022**

**Forms a part of policy no.: 031565618**

**Issued to: ELS ARCHITECTURE & URBAN DESIGN**

**By: LEXINGTON INSURANCE COMPANY**

**ADVICE OF CANCELLATION TO ENTITIES OTHER THAN THE NAMED  
INSURED ENDORSEMENT (THIRTY DAYS)**

In consideration of the premium charged, it is hereby understood and agreed that this endorsement modifies insurance provided by the policy:

**SCHEDULE**

Name of Certificate Holder(s) and Address:

- 1. Catellus Austin, LLC  
4550 Mueller Blvd.  
Austin, TX 78723**
  - 2. Catellus Alameda Retail, LLC  
c/o Catellus Development Corp.  
66 Franklin St., Suite 200  
Oakland, CA 94607**
  - 3. City of Berkeley  
Office of Capital Projects  
1947 Center St., 4th Floor**
  - 4. Berkeley, CA 94704  
Mueller Austin Tower Center, LLC  
c/o Catellus Development Corporation  
4550 Mueller Blvd.  
Austin, TX 78723**
  - 5. Catellus AZ Construction Mgr., LLC  
c/o Catellus Development Corporation  
66 Franklin St., Suite 200  
Oakland, CA 94607**
  - 6. Napa Redevelopment Partners, LLC  
c/o Catellus Development Corporation  
66 Franklin St., Suite 200  
Oakland, CA 94607**
  - 7. City of South San Francisco  
Capital Projects  
33 Arroyo Drive  
South San Francisco, CA 94080**
-



# City of South San Francisco

## City Council

### Resolution: RES 182-2023

P.O. Box 711 (City Hall, 400  
Grand Avenue)  
South San Francisco, CA

**File Number: 23-992**

**Enactment Number: RES 182-2023**

RESOLUTION AMENDING AN EXISTING  
CONSULTING SERVICES AGREEMENT WITH ELS  
ARCHITECTURE + URBAN DESIGN FOR DESIGN AND  
CONSTRUCTION OBSERVATION SERVICES OF THE  
ORANGE MEMORIAL PARK AQUATIC CENTER  
PROJECTS IN AN AMOUNT NOT TO EXCEED  
\$328,770.00.

WHEREAS, on March 9, 2022, the City Council awarded a Consulting Services Agreement to ELS Architecture + Urban Design of Berkeley, California ("Consultant") for professional design services for the Orange Memorial Park Aquatic Center Project in the amount of \$2,936,542.00; and

WHEREAS, ELS has performed satisfactorily on the Orange Memorial Park Aquatic Center project and has provided deliverables and services as outlined in Agreement; and

WHEREAS, efforts beyond the original scope have been requested by the City to advance the project design; and

WHEREAS, to allow this work to proceed, staff recommends approving a First Amendment to the existing consultant services agreement with Consultant for the Orange Memorial Park Aquatic Center project in an amount not to exceed \$328,770.00; and

WHEREAS, funding for the Project is included in the City of South San Francisco Capital Improvement Program ("CIP") and sufficient funds are available to cover the amendment cost; and

WHEREAS, amendment amount is within the overall Orange Memorial Park Aquatic Center budget presented to City Council on June 14, 2023, totaling a project total amount of \$49,000,000.00.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of South San Francisco that the City Council hereby authorizes the First Amendment attached herewith as "**Exhibit A**" of the existing consulting services agreement with ELS Architecture + Urban Design of Berkeley, California in an amount not to exceed \$328,770.00 and authorizing a total not to exceed contract amount of \$3,265,312.00.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the agreement amendments and any other related on behalf of the City upon timely submission of ELS's signed agreement amendment and all other required documents, subject to approval as to form by the City Attorney.

BE IT FURTHER RESOLVED that the City Council of the City of South San Francisco authorizes the Finance Department to establish the Project Budget consistent with the information contained in the staff report.

*File Number: 23-992*

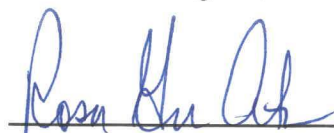
*Enactment Number: RES 182-2023*

\* \* \* \* \*

At a meeting of the City Council on 12/13/2023, a motion was made by Councilmember Nagales, seconded by Vice Mayor Flores, that this Resolution be approved. The motion passed.

**Yes: 5** Mayor Coleman, Vice Mayor Flores, Councilmember Addiego, Councilmember Nagales, and Councilmember Nicolas

**Attest by**

  
\_\_\_\_\_  
Rosa Govea Acosta, City Clerk

## Additional Service Request

Date:	October 31, 2025	Project:	Orange Memorial Park Aquatic Center
To:	Philip Vitale, Jr. Deputy Director, Capital Projects City of South San Francisco	Proj. No.:	202206
From:	Kim-Van Truong	Subject:	<b>Request for Additional Service Fees – No. 25 – Construction Schedule Extension</b>

### A. Extended Construction Administration Services for ELS

Per the latest contractor draft schedule, the duration of construction is being extended by 8 months with construction currently anticipated to reach final completion by June 31, 2026. Per discussion with the City, it was mutually agreed to add an extra month to that estimate to account for potential future delays, resulting in a total of 9 months schedule extension to the end of July 2026. We are requesting additional fee to cover construction administration services for the whole of the anticipated construction duration.

For the work duration changes noted above, following is our request for additional fees:

				Fees
ELS	Months	Rate	Fee	
November-July	9	\$33,626.00	\$302,634.00	
			<b>ITEM A TOTAL</b>	<b>\$302,634.00</b>

### B. Extended Construction Administration Services for G&B

G&B is requesting additional fee for construction schedule extension, in addition to substantial additional CA support required in the period of construction that has already elapsed. See G&B proposal for additional detail.

Consultants		
MEP	G&B	\$196,454.00

	<b>ITEM B TOTAL</b>	<b>\$196,454.00</b>

### C. Extended Construction Administration Services for BKF

BKF is requesting additional fee for construction schedule extension, in addition to unforeseen additional work in the period of construction that has already elapsed. See BKF proposal for additional detail.

<b>Consultants</b>		
BKF	Civil	\$28,000.00
	<b>ITEM C TOTAL</b>	<b>\$28,000.00</b>

### D. Extended Construction Administration Services for FE

FE is requesting additional fee for construction schedule extension, in addition to unforeseen additional work in the period of construction that has already elapsed. See FE proposal for additional detail.

<b>Consultants</b>		
FE	Structural	\$19,420.00
	<b>ITEM C TOTAL</b>	<b>\$19,420.00</b>

### E. Extended Construction Administration Services for SGH

SGH is requesting additional fee for construction schedule extension plus (2) additional site visits, in addition to unforeseen additional work in the period of construction that has already elapsed. See SGH proposal for additional detail.

<b>Consultants</b>		
SGH	Envelope / Waterproofing	\$12,000.00
	<b>ITEM C TOTAL</b>	<b>\$12,000.00</b>

	<b>ITEMS A + B + C + D + E TOTAL</b>	<b>\$558,508.00</b>
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If the City of South San Francisco 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 dated March 9, 2022, which will increase our total contract dollar amount by **\$558,508.00 (Five Hundred Fifty Eight Thousand, Five Hundred and Eight Dollars)** to cover Additional Service items described above.

#### SUMMARY

Original Contract Sum	\$ 2,936,542.00
Previously Approved Additional Services (#1, 3A, 4, 5, 6, 7A, 8, 9, 7B, 10, 3B, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20)	\$ 607,258.00
Additional Services Pending Approval (#21, 22, 23, 24)	\$ 37,801.90
Additional Service #25 Request	\$ 558,508.00
Amended Contract Amount	\$ 4,140,109.90

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

SUBMITTED

APPROVED

-----  
Clarence D. Mamuyac, Jr., FAIA, LEED AP BD+C  
ELS Architecture and Urban Design

-----  
Philip Vitale, Jr.  
City of South San Francisco

**End of Additional Service Request No. 25**

October 27, 2025

Kim-Van Truong  
**ELS Architecture + Urban Design**  
2040 Addison Street  
Berkeley, CA 94704

**Subject: Orange Memorial Park Aquatic Center, South San Francisco, CA  
Additional Services Request #008  
Construction Service Schedule Extension - R1**

Dear Kim,

We are submitting the following request for authorization of additional services on this project, in response to the construction schedule extension outlined in your email dated September 11, 2025 and again October 23, 2025.

### **Assumptions**

A. Assumptions in the Master Agreement shall apply to this request for additional services.

### **Schedule**

Construction to be completed in July 2026 as per latest project schedule.

### **Summary**

- A. Our original proposal, dated June 15, 2022, was based on a 12-month construction period and included a CA fee of \$61,000.
- B. On October 24, 2022, we received an email from Kim-Van Truong to Gurdaver Singh referencing a 17-month schedule, 5 months longer than originally assumed.
- C. On September 3, 2025, Max Chanowitz informed us that the construction schedule has been extended to a total duration of 24 months. Construction began on May 3, 2024, and was initially expected to end in April 2026. Per an updated email from Max on October 23, following the owner's instructions, the current estimated completion date has been revised to the end of July 2026, for a total duration of 27 months.
- D. This represents a 15-month increase over our initial assumption.
- E. In addition to the extended timeline, our CA team has provided substantial extra support due to the following:
  - Multiple partial submittals for the same product, several of which required repeated reviews.
  - A high volume of RFIs.
  - Continued CA activity beyond the original schedule.



## Fees

1. Between May 3, 2024, and August 31, 2025, we have already incurred \$115,000 in CA labor costs - far exceeding the originally proposed and approved \$61,000 fee (\$54,000 over the original approved CA fee). Our average monthly CA cost during this period was \$7,228. Given the current construction schedule, we will be providing continuing CA support services through July 2026. In addition, we are proposing one (1) additional site visit to closely monitor the progress of the construction, and additional meeting with the contractors on the side to go over RFI(s).

We are requesting an additional CA support fee of **\$135,454**, per the summary request below (please see number below in green):

### Summary of Request

- Original Approved CA Fee: **\$ 61,000**
- Overage Incurred to Date due to extended schedule & extensive CA support: **\$ 54,000**
- Estimated additional CA fee required through July 2026: **\$ 79,534**
- One (1) additional CA site visits in addition to the originally proposed five (5) site visits: **\$ 1,920**
- Total adjusted CA fee including **additional** requested amount above: **\$196,454**

2. The above fee covers services through July 2026 only. Any CA efforts required beyond that date would necessitate a separate proposal and fee adjustment or can be provided on an hourly basis.

## Reimbursable Expenses

Reimbursables shall be per the master agreement.

## Other Terms and Conditions

- A. The Terms and Conditions from the Master Agreement are incorporated into, and made a part of, this work authorization and any contract made between the parties relating to this work.
- B. Payment shall be made in accordance with the terms of the Master Agreement.

Trusting this meets with your approval, please sign and return a copy to our office authorizing us to proceed. Work will begin upon receipt of your authorization.

We are committed to the successful completion of this project. We appreciate the opportunity to participate in this important project and look forward to discussing our services with you further.

If you have any questions, please feel free to call.

Very truly yours,

Kim-Van Truong, **ELS Architecture + Urban Design**  
**Orange Memorial Park Aquatic Center, South San Francisco, CA**  
Additional Services Authorization Request # 008  
**Construction Service Schedule Extension – R1**  
October 27, 2025  
Page 3 of 3

**GUTTMANN & BLAEVOET**



Gurdaver Singh  
License No. M33399  
*Principal*

Enc:

Authorized on behalf of ELS Architecture + Urban Design by:

---

Signature

Date

---

Print Name, Title

MG-TM/ft  
[AWA-008 construction schedule extension R1.doc](#)

September 02, 2025 (REV October 29, 2025)  
BKF Job No. 212301  
Kim-Van Truong  
ELS Architects  
2040 Addison St  
Berkeley, Ca. 94704



RE: **City of South San Francisco – Orange Memorial Park Aquatics Center  
Civil Engineering Additional Services – Extended Construction Support**

Dear Kim:

Per your request, we have prepared this additional service request for civil engineering design services related to work outside the limits of our current contractual scope of work. Below I have identified the approximate level of effort anticipated to support the contractor and design team for the extended construction needs for the project.

## I. ADDITIONAL SCOPE OF SERVICES

The level of effort required to support the construction phase has exceeded the authorized contracted amount from the base proposal. The original estimated construction support budget has been expended with a higher burn rate due to unforeseen conditions such as existing utility conflicts, requests from the City, as well as several iterations of re-designing solutions for the off-site storm drain connection. RFIs associated with these revisions include RFI 181, RFI 190, RFI 214, RFI 255, and all addendum responses associated with these RFIs. BKF analyzed alternative design locations for the storm drain system tie-in, reviewed solutions for utility crossing conflicts associated with each option, prepared modified connection details, revised storm drain capacity calculations, and prepared profile sections to support the revised tie-in design and documentation. These construction administration tasks have contributed to a greater number of total combined staff hours than originally projected to support the contractor beyond typical RFIs, submittals, and construction meetings.

We are requesting to increase our construction administration budget to continue to support the GC and design team for the extended project construction schedule to the End of July, 2026 [*~100 combined staff hours*].

## 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	Extended Construction Support	\$28,000
	<b>Total fee</b>	<b>\$28,000</b>

For tasks requested by the Client not defined in this scope of services, BKF will identify them as potential extra work. We can provide a scope and fee for these items or they may be tracked separately as extra work and billed on a time and materials per our attached rate schedule.

Thank you for the opportunity to submit this proposal. If you have any questions, feel free to contact me at 925-940-2217.

Sincerely,  
BKF ENGINEERS

A handwritten signature in blue ink that reads "Joe Jadkowski".

Joe Jadkowski, PE  
Project Manager



October 23, 2025

## Forell | Elsesser Engineers Short Form Contract

Project Title: SSF Orange Park CA Extended Schedule

F|E Project Number: 22-040 Phase 11A

F|E Contact: Allen Nudel, SE

Project Address: 1 W Orange Ave, South San Francisco, CA

Client: ELS Architecture

Address: 2040 Addison St., Berkeley, CA 94704

Client project number (if needed): \_\_\_\_\_

Client phone number and email address Max Chanowitz, Associate, mchanowitz@elsarch.com

Owner: City of SSF

Scope of project: CA services for construction schedule extension through July 2026

Deliverable: N/A

Project Schedule: November 2025 to July 2026

Fee: Lump sum: \$19,420

Hourly, not to exceed (see attached rate sheet, Exhibit A): \_\_\_\_\_

Reimbursable expenses, not to exceed (see attached Exhibit A): \_\_\_\_\_

Terms and Conditions: see attached Exhibit B.

We can begin this work upon written authorization.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

## Forell | Elsesser Engineers

### Hourly Billing Rates and Project Expenses Effective January 1, 2025\*

#### Labor:

<u>STAFF TYPE</u>	<u>RATE PER HOUR</u>
Senior Principal:	\$270
Principal:	\$260-265
Senior Engineer:	\$200-245
Engineer:	\$185-190
Designer:	\$175-180
CADD/BIM Specialist:	\$155-160
BIM Modeler	\$105
Senior Project Administration:	\$135
Project Administration:	\$85

#### Project Expenses:

Mileage	Authorized IRS Rate
Reproduction	Actual cost plus 10%
Postage	Actual cost plus 10%
Delivery	Actual cost plus 10%
Other Project Expenses	Actual cost plus 10%

\*Note: Billing rates are subject to annual increases effective January 1.

## **Forell | Elsesser Engineers**

### **Short Form Contract**

#### **Exhibit B - Terms and Conditions**

**Entire Agreement:** This Agreement, comprising page 1 and Exhibits A and B, is the entire Agreement between the Client and Forell Elsesser Engineers, Inc. (F|E). It supersedes all prior communications, understandings and agreements, whether oral or written. Any amendments to this Agreement must be in writing and signed by both the Client and F|E.

**Excluded or Additional Services:** N/A

**Billing and Payment Terms:** Invoices shall be submitted by F|E monthly and are due upon presentation and shall be considered past due if not paid within 30 calendar days of receipt. If payment in full is not received by F|E within 30 days of receipt, invoices shall bear interest at one-and-one-half (1.5) percent. If the Client fails to make payments when due and F|E incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to F|E. If the Client fails to make payment to F|E in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by F|E.

**Standard of Care:** In providing services under this Agreement, F|E shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

**Assignment:** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party.

**Termination:** Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days written notice for any of the following reasons: Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party; suspension of the Project or F|E's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate; material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes. In the event of any termination that is not the fault of F|E, the Client shall pay F|E for services rendered and reimbursable costs incurred.

**Indemnification:** F|E agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by F|E's negligent performance of professional services under this Agreement. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless F|E against all

damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project. Neither the Client nor F|E shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

**Limitation of Liability:** To the maximum extent permitted by law, the Client agrees to limit F|E's liability for the Client's damages to the sum of \$ 25,000 or F|E's fee, whichever is less. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

**Ownership of Instruments of Service:** All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by F|E as instruments of service shall remain the property of F|E. F|E shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto.

**Insurance:** F|E shall maintain the following insurance policies with coverages and limits as indicated:

- Professional Liability Insurance with limits of \$ 2 MM per claim and \$ 2 MM aggregate.
- Commercial General Liability Insurance with limits of \$ 1 MM each occurrence and \$ 2 MM aggregate.
- Workers Compensation Insurance with limits of \$ 1 MM.
- Commercial Automobile Liability Insurance with limits of \$ 1 MM each accident, combined single limits.

**LEED Services:** If the owner has identified a desire to secure a particular LEED rating for the Project, F|E is committed to work in good faith and consistent with professional standards towards that goal. However, F|E cannot control all elements necessary for that rating (e.g., maintenance, operation, system performance) and therefore cannot guarantee such a rating will be achieved.



29 October 2025

Kim-Van Truong, AIA, LEED AP BD+C, Assoc. DBIA  
Principal  
ELS Architecture and Urban Design  
2040 Addison Street  
Berkeley, CA 94704

Project 237234.00 – Roofing/Waterproofing/Exterior Envelope Consultation, Orange  
Memorial Park Aquatic Center, South San Francisco, CA

Re: Extended Project Duration – Additional Service Request for Extended  
Construction Administration Services

Dear Ms. Truong,

You have informed us that the project schedule has been extended to the end of July 2026, which is an extension of nine months from the previous scheduled completion date of the end of October 2025. SGH is currently supporting the project on a time-and-material (T&M) basis. Per the schedule extension, you have requested that we provide an additional service request to complete the project from 1 November 2025 to 31 July 2026.

To continue to support the project to completion, we estimate the following scope of work:

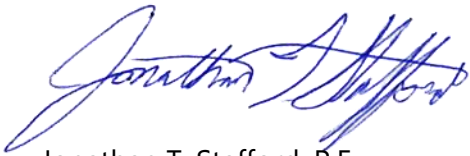
- Submittal Review: We've included 16 hours to review revisions to project submittals. Note the following submittals are outstanding:
  - Sheet Metal Shop Drawings.
  - Roofing Shop Drawings.
  - Curtain Wall Shop Drawings.
- RFI Review: We've included 10 hours in our budget estimate to assist ELS in responding to questions from the contractor.
- Two (2) Site Visits: At your direction, SGH will perform construction site visits to observe building enclosure systems construction for compliance with the Contract Documents. For each site visit, we will prepare a written and illustrated report of our observations, analysis, and recommendations for remediation of deficiencies, if observed. While on-site, we will meet with the Contractor and/or design team to assist in resolving detailing



issues, observe in situ quality control testing of the building enclosure systems, and attend coordination meetings as required. We will not direct the work, and we will have no responsibility for the Contractor's means and methods.

For the above scope of work, we recommend establishing a budget of \$12,000. We propose that the terms of our original agreement apply to this additional budget.

Sincerely yours,  
SIMPSON GUMPERTZ & HEGER INC.

A handwritten signature in blue ink, appearing to read 'Jonathan T. Stafford'.

Jonathan T. Stafford, P.E.  
Associate Principal  
CA License No. 62496  
XTL/jdi (SF25-0001398-XTL)

A handwritten signature in blue ink, appearing to read 'Xiu T. Li'.

Xiu T. Li, P.E.  
Associate Principal  
CA License No. 76693