

CITY OF OCEANSIDE
PROFESSIONAL SERVICES AGREEMENT

PROJECT: FEASIBILITY STUDY FOR ELEVATOR AND ENTRY LAYOUT
FOR 615 MISSION AVENUE

THIS AGREEMENT, dated April 1, 2026 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and FERGUSON PAPE BALDWIN ARCHITECTS INC., hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The project is more particularly described as follows: Preparation of a **Feasibility Study for the proposed elevator and entry layout** ("Project") for 615 Mission Avenue, APN #: 147-281-01, to be prepared by CONSULTANT as requested by CITY pursuant to the proposal attached and identified as Exhibit "A".
2. **INDEPENDENT CONTRACTOR.** CONSULTANT'S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the CITY. CONSULTANT shall be solely responsible for the performance of its employees, agents, and subcontractors under this Agreement, including the training of each employee regarding the rights and responsibilities of an employer and employee for any potential discrimination or harassment claim under state or federal law. CONSULTANT shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.
3. **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONSULTANT hereby certifies that the CONSULTANT is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONSULTANT will comply with such provisions, and provide certification of such compliance as a part of this Agreement.
4. **LIABILITY INSURANCE.**
 - 4.1. CONSULTANT shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial

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general liability insurance, covering all operations of CONSULTANT, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

4.2 CONSULTANT shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 2,000,000
General Aggregate	\$ 4,000,000*

Commercial General Liability Insurance
(bodily injury and property damage)

General limit per occurrence	\$ 2,000,000
General limit project specific aggregate	\$ 4,000,000

<u>Automobile Liability Insurance</u>	\$ 1,000,000
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*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONSULTANT under this Agreement.

4.3 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the CITY promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT'S work.

4.4 All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

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- 4.5 All insurance companies affording coverage to the CONSULTANT pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.
- 4.6 CONSULTANT shall provide thirty (30) days written notice to the CITY should any policy required by this Agreement be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 4.7 CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing, at minimum, a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 4.8 CONSULTANT shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered a default by CONSULTANT and may subject the CONSULTANT to a suspension or termination of work under the Agreement.
- 4.9 Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.
5. **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Throughout the duration of this Agreement and four (4) years thereafter, the CONSULTANT shall maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of Two Million Dollars (\$2,000,000.00).

CONSULTANT shall provide evidence of compliance with these insurance requirements by providing a Certificate of Insurance.

6. **CONSULTANT'S INDEMNIFICATION OF CITY.** To the greatest extent allowed by law, CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of CONSULTANT's work, including the negligent acts, errors or omissions or wrongful acts or conduct of the CONSULTANT, or its employees,

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agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONSULTANT'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees resulting or arising from the conduct, tortious acts or omissions of the CONSULTANT.

CONSULTANT'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONSULTANT.

7. **COMPENSATION.** CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of \$15,450 for the Project, in addition to a contingency amount of \$9,550 ("Contingency"), which said is Contingency must be first approved by CITY related to use of these funds, and will be reviewed on an as-needed basis, for a combined total cost not to exceed **TWENTY FIVE THOUSAND DOLLARS AND NO/100 (\$25,000.00).**

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the CITY. CONSULTANT shall obtain approval by the CITY prior to performing any work that results in incidental expenses to CITY.

8. **TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. All work shall be completed in every detail to the satisfaction of the CITY within **thirty (30) days** for the reports as agreed upon between CITY and CONSULTANT.
9. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.
10. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

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The CONSULTANT shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

11. **PROTECTION OF PERSONAL INFORMATION.** "Personal information" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, as more fully defined in California Civil Code section 1798.140. The CONSULTANT shall not collect any Personal Information except as is necessary for performance of obligations under this Agreement or otherwise required by law. The CONSULTANT shall protect, according to reasonable industry standards, the privacy and security of any Personal Information to which CONSULTANT has access in connection with this Agreement and shall not disclose such Personal Information to any third party or government agency, including federal immigration enforcement agents, unless required by this Agreement or by State or federal law.
12. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.
13. **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by providing thirty (30) days written notice to the other party. If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONSULTANT for any work completed up to and including the date of termination or abandonment of this Agreement. The CITY shall be required to compensate CONSULTANT only for work performed in accordance with the Agreement up to and including the date of termination.
14. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the

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covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures on the dates set forth below.

**FERGUSON PAPAE BALDWIN
ARCHITECTS INC.**

CITY OF OCEANSIDE

By: Ann Shelton Ann Shelton
Name/Title Executive Vice President

By: [Signature]
Jonathan Borrego, City Manager

By: Daniel Rosenberg Daniel Rosenberg
Name/Title Secretary
95-3662758
Employer ID No.

APPROVED AS TO FORM:

[Signature] C. KST.
City Attorney

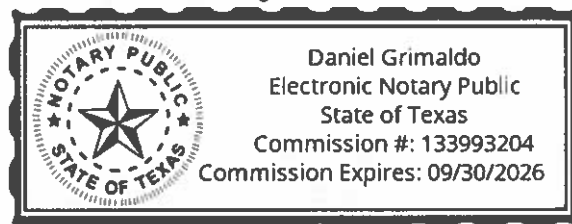
NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

State of Texas County of Collin
8th April

On this ____ day of ____ 2026, before me the undersigned notary public, personally appeared Ann S

[Signature]
Daniel Grimaldo, Notary Public
My Commission expires: 09/30/2026

Notarized online using audio-video communication



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or abandonment of this Agreement. The CITY shall be required to compensate CONSULTANT only for work performed in accordance with the Agreement up to and including the date of termination.

14. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures on the dates set forth below.

**FERGUSON PAPAE BALDWIN
ARCHITECTS INC.**

CITY OF OCEANSIDE

By: Ann Shelton

By: _____

Name/Title Ann Shelton/Executive Vice President
Jonathan Borrego, City Manager

By: Daniel Rosenberg

APPROVED AS TO FORM:

Name/Title Daniel Rosenberg/Secretary

95-3662758

Employer ID No.

City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

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State of Texas
County of Collin

On this 15th day of April 2026, before me the undersigned notary public, personally appeared Ann Shelton and Dan Rosenberg personally known or proved to me through satisfactory evidence of identification, to be the person(s) whose names(s) is/are signed on the preceding or attached document and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

Notarized online using audio-video communication



Daniel Grimaldo, Notary Public
My Commission expires: 09/30/2026

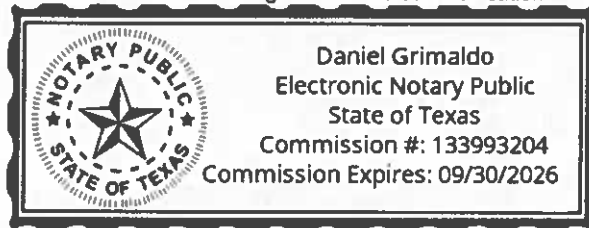


EXHIBIT "A"
CONSULTANT PROPOSAL

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**EXHIBIT "A"
CONSULTANT PROPOSAL**

March 20, 2026

Vicki Gutierrez
Real Estate Manager
Property Management Division
Public Works Department
300 N. Coast Highway
Oceanside, CA 92054

Subject: **Proposal for Professional Services - Feasibility Study
City of Oceanside - 615 Mission Ave. Elevator and Entry Layout
FPBA Project No. 26032**

Dear Vicki:

Ferguson Pape Baldwin Architects is pleased to submit this proposal to provide Architectural and Structural due diligence services for the existing building located at **615 Mission Ave.** in Oceanside, CA. This feasibility study is intended to assess different scenarios for vertical conveyance (elevator, lift, dumbwaiter) of persons and books from level 1 to the basement. This will include a high-level block plan of the entry lobby and elevator layout.

SCOPE/SERVICES INCLUDED

The following Architectural Basic Services will be provided. Deliverables are indicated in ***bold italics***.

I. FEASIBILITY SERVICES

1. **Document Review:** Review drawings and other documents provided by the existing owner to analyze the building's capabilities.
2. **Site Visit:** Conduct a site visit to assess onsite conditions.
3. **Meetings:** Conduct (2) virtual meetings with the City of Oceanside to discuss strategy and review findings.
4. **Feasibility Analysis:** Investigate field conditions to identify the best location for the elevator/lift/dumbwaiter and how that relates to the lobby. Includes structural feasibility.
5. **Egress Analysis:** Review egress compliance.
6. **Cost Estimate:** Provide a budget cost estimate for the vertical conveyance (elevator, lift, dumbwaiter).
7. **Executive Summary:** Provide a narrative ***Executive Summary*** to summarize our findings and outline any improvements that will be needed to make the building code compliant and functional for the Client. (1) Revision is included.
8. **Appendix:** Provide appropriate diagrams, photos, and supporting documents.

II. SCHEDULE

We anticipate providing the executive summary of our findings, within 2 weeks after the site visit.

III. ASSUMPTIONS AND EXCLUSIONS

1. Analysis will be conducted using Client-provided documents and visual inspections. New or more accurate documents will not be created.
2. Assessment or redesign of non-ADA compliant Restrooms or Fixture Count deficiencies is not included.
3. Assessment or redesign of non-ADA compliant site conditions is not included.
4. This proposal includes Architectural, Structural, Cost Estimating and an allowance for input from an elevator consultant.
5. Revisions beyond those noted, may require additional services.

V. COMPENSATION FOR SERVICES

We propose to provide the Basic Services outlined above for the **Hourly Not to Exceed** fee listed below. A summary of the total fees by discipline and project phase is included on the attached **Fee Summary** dated 3/20/2026. Fees indicated do not include reimbursable expenses as defined in the attached **Schedule of Hourly Billing Rates**. We estimate that reimbursable expenses will not exceed the allowances listed below.

Fee and Allowance Summary

Architectural Services	\$6,000
Structural Services	\$4,000
Cost Estimating Services	\$2,700
Allowance for Elevator/Code Consultant	\$2,500
<u>Reimbursable Expense Allowance</u>	<u>\$250</u>
Total Expenses + Allowances	\$15,450

Additional Services, if required, will be provided at the prevailing rates indicated in the attached **Schedule of Hourly Billing Rates** or proposed on a fixed fee basis.

If this proposal is acceptable to you, please provide a signature below. This proposal may act as the contractual agreement for this phase of work. These services may be terminated by either party upon seven (7) days written notice. This proposal shall remain valid for ninety (90) days.

= > 3 A

City of Oceanside
615 Mission Ave. Feasibility Study
3/20/2026
Page 3

We appreciate this opportunity and look forward to working with you on this important project. Should you have any questions, we are available at your convenience.

Sincerely yours,

Agreed to by:

Ferguson Pape Baldwin Architects Inc.

City of Oceanside



Ann Shelton, CID
Executive Vice President

Title:
Date:

Attachments:

FPBA Schedule of Hourly Billing Rates, effective March 2026
Fee Summary, effective March 2026
Wiseman + Rohy Proposal, dated 3/13/26
TBD Consulting Proposal, dated 3/19/26

SCHEDULE OF HOURLY BILLING RATES
(Effective March 2026)

Principal	270.00
Director	235.00
Sr. Project Manager	225.00
Sr. Project Architect / Sr. Designer / Project Manager	210.00
Project Architect / Designer III	190.00
Sr. Job Captain / Designer II	180.00
Job Captain / Designer I	155.00
Junior Designer	140.00
Clerical	90.00

When authorized by the Owner in writing, expense of overtime work will be billed higher than regular rates.

Reimbursable Expenses

Reimbursable expenses are actual expenses made by the Architect, the Architect's employees and consultants in the interest of the Project and include, but are not limited to the following expenses:

1. Expenses of transportation in connection with the Project; living expenses in connection with out-of-town travel and long distance communications, as approved by, and negotiated with Owner.
2. Expenses of reproductions including plotting/printing of CAD files, renderings and other electronic data, postage, permit processing service, delivery and handling of drawings and other documents.
3. Expenses for hiring a Permit Processing Consultant to assist with Building Permit plan check and other regulatory related services.

Reimbursable expenses shall be billed at cost.

Design Fee Summary

City of Oceanside - 615 Mission Ave. Feasibility Study
3/20/2026

Phase	Architectural Ferguson Pape Baldwin Arch.	Structural Engineering Wiseman + Rohy	Cost Estimating TBD Consultants	Elevator LIFT	TOTAL FEE
Basic Services					
Feasibility Study	\$6,000	\$4,000	\$2,700	\$2,500	\$15,200
Total Basic Services Fee - Office TI (or Hourly Fee)					
	\$6,000	\$4,000	\$2,700	\$2,500	\$15,200
Reimbursable Allowance	\$250	\$0	\$0	\$0	\$250
Total Basic Office + Lab TI Fee (or Hourly Fee)					
	\$6,250	\$4,000	\$2,700	\$2,500	\$15,450

March 13, 2026



STEVEN D. ROHY, S.E.
PRINCIPAL

DAVID E. MAESTAS, S.E.
PRINCIPAL

ELIZABETH A. MILLER, P.E.
ASSOCIATE

Ann Shelton, CID
Ferguson Pape Baldwin Architects
4499 Ruffin Rd. Suite 300
San Diego, CA 92123

**RE: Elevator Study
Oceanside, CA
Structural Services Proposal**

Ann,

Wiseman + Rohy Structural Engineers is pleased to present our fee proposal to provide professional structural engineering services for the above-mentioned project. In accordance with the request for proposal, we have developed the following description and scope of work:

Project Description:

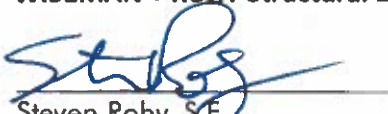
The project consists of producing a study in report form (with sketches) for showing the structural implications of adding an elevator to an existing building considered for purchase by the City of Oceanside. As-builts may not be available, so a site visit is anticipated. Note that structurally, what may be needed for a complete study may not be visible. No construction documents or significant calculations will be created during this phase.

We propose an hourly fee for the above scope to a maximum of \$4,000.

We appreciate the opportunity to submit our fee proposal for this project. Should you have any questions regarding this proposal, please give us a call at your convenience. We look forward to working with you on this project.

Sincerely,

WISEMAN + ROHY Structural Engineers


Steven Rohy, S.E.
Principal



4655 Cass Street
Suite 306-309
San Diego
CA 92109

Phone: 858.886.7373
Cell: 415.712.4789

Our ref.: TDV

March 19th, 2026

Ann Shelton
Ferguson Pape Baldwin
4499 Ruffin Rd Ste 300,
San Diego, CA 92123

Re: Fee Proposal – Cost Estimating Services
615 Mission Ave Elevator Addition - Feasibility Study

Dear Ann,

Further to your email, we are pleased to offer Cost Estimating services for the above project.

Scope of Services

We understand the scope of our services is to prepare an opinion of probable cost for a feasibility study to add an elevator at 615 Mission Ave, Oceanside, CA. The study is to include the cost for a full-size elevator and a smaller size elevator for people only.

The estimate will be based on the measurements of quantities from the drawings with composite unit rates reflecting the scope of work and the current market conditions. We will not obtain any bids or opinions of cost from subcontractors unless the work is of such a unique nature that no other cost information is available. No bids or third-party opinions will be obtained without prior approval from the client.

We have included time required to review and discuss our cost estimate with the Design Team and for incorporating any requested revision to the estimate as a result of the Design Team review. We have excluded any time required to reconcile our estimate with another cost estimate prepared by others. We have also excluded time required to attend any meetings or any Value Engineering cost services from this proposal. Should additional work be required, our standard hourly rate of \$225 per hour will apply.



Fees – Feasibility Study

We propose to provide the above services based on the following Lump Sum Fees –

Feasibility Study Cost Estimate (12hrs @ \$225) \$ 2,700

Total Lump Sum Fees \$ 2,700

Expenses such as drawing reproduction, courier services, special mailing services (Federal Express, Express Mail etc.), and other abnormal costs are excluded and will be charged at cost plus 0% administration.

Our fees exclude travel costs outside the San Diego area, any such travel costs as incurred will be billed separately.

Payment and Terms

We will issue a monthly invoice. Payment will be due thirty (30) calendar days.

Our proposal remains open for a period of ninety (90) days. After this time, we will be pleased to review the proposal, make any required amendments and re-submit for your review and approval.

Work will be completed under the direction of Tom D. Veitch.

We trust that we have interpreted your requirements correctly, if you have any questions or suggested amendments, please do not hesitate to contact the undersigned. If you would like to proceed with the above services, please complete and return the authorization below.

We look forward to working with you on this project.

On behalf of TBD Consultants

On behalf of Ferguson Pape Baldwin

Accepted by: _____

Tom D. Veitch
San Diego Regional Manager

Date: _____

Title: _____



**ANNUAL MEETING OF THE BOARD OF DIRECTORS
OF
FERGUSON PAPE BALDWIN ARCHITECTS INC.**

Meeting Date: November 17, 2025, 1:30 PM

Meeting Location: 4499 Ruffin Road, San Diego, CA 92123

Directors Present: Amanda M. Schultz
Andrew S. Darragh
James T. Ferguson, Chairman of the Board
José Cotto (participated remotely via Zoom)
Y. Jeana K. Renger

Others Present: Ann W. Shelton
Daniel E. Rosenberg, Secretary
Donna P. Lieras
Stefanie A. Deal

All Directors were provided with written notice of the meeting date/time and an agenda via email on October 29, 2025.

RESOLVED, the following actions were taken in this Annual Meeting of the Board of Directors by unanimous consent.

RESOLVED FURTHER, that all actions taken by the Directors and Officers of the Corporation since the 2024 Annual Meeting are hereby ratified, confirmed, and approved;

RESOLVED FURTHER, the Company Officers will be as follows effective as of December 1, 2025:

Amanda M. Schultz,	President
Ann W. Shelton,	Executive Vice President
Daniel E. Rosenberg,	Executive Vice President and Secretary
Donna P. Lieras,	Vice President, Treasurer
James T. Ferguson,	Executive Vice President
Stefanie A. Deal,	Executive Vice President
Y. Jeana K. Renger,	Executive Vice President

RESOLVED FURTHER, that Andrew S. Darragh is no longer a Company Officer, but he remains a Principal Architect.

RESOLVED FURTHER, the following are appointed Trustees of Ferguson Pape Baldwin Architects' Employee Stock Ownership Plan and Trust (ESOP) and have accepted these appointments. Amanda M. Schultz recused herself from this vote.

Amanda M. Schultz
Donna P. Lieras
Daniel E. Rosenberg



RESOLVED FURTHER, that Donna P. Lieras is hereby directed, in her capacity as an Officer of Ferguson Pape Baldwin Architects, to act as the Shareholder of CAS, An FPBA Company, for the sole purpose of appointing the following individuals to the CAS Board of Directors, effective immediately. The term of each appointed Director shall correspond to the remaining duration of their respective terms on the Ferguson Pape Baldwin Architects Board of Directors.

Stefanie A. Deal	Three years remaining in current term
Amanda M. Schultz,	Two years remaining in current term
José Cotto,	Two years remaining in current term
Ann W. Shelton	One year remaining in current term
James T. Ferguson,	One year remaining in current term

Dated: November 17, 2025

Signed by:

Amanda Schultz

Amanda M. Schultz, Director

Signed by:

James Ferguson

James T. Ferguson, Director

Signed by:

José Cotto

Jose Cotto, Director

Signed by:

Y. Jeana K. Renger

Y. Jeana K. Renger, Director

Signed by:

Andrew Durragh

Andrew S. Durragh, Director



FERGPAP-01

MCCOWANA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/7/2026

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

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

PRODUCER License # 0E67768 IOA Insurance Services 3636 Nobel Drive Suite 410 San Diego, CA 92122	CONTACT NAME: Erica Wilson PHONE (A/C, No, Ext): (858) 754-0063 50233 FAX (A/C, No): (619) 574-6288 E-MAIL ADDRESS: Erica.Wilson@ioausa.com																					
INSURED Ferguson Pape Baldwin Architects Inc 4499 Ruffin Road San Diego, CA 92123	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>RLI Insurance Company</td><td>13056</td></tr><tr><td>INSURER B:</td><td>Fireman's Fund Indemnity Corporation</td><td>11380</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	RLI Insurance Company	13056	INSURER B:	Fireman's Fund Indemnity Corporation	11380	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Limited Cont Liab ☒ Serv Interest GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	PSB0002545	9/30/2025	9/30/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Ded \$ 0
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ No Co. Owned Autos ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	X	X	PSA0002107	9/30/2025	9/30/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			PSE0001809	9/30/2025	9/30/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A		X	PSW0002135	9/30/2025	9/30/2026	☒ PER STATUTE ☐ 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	☒ Prof Liab/Cims Made			UBF0005525	9/30/2025	9/30/2026	Per Claim \$ 5,000,000
B	☒ Ded.: \$50K Per Claim			UBF0005525	9/30/2025	9/30/2026	Aggregate \$ 5,000,000

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

Re: FEASIBILITY STUDY FOR ELEVATOR AND ENTRY LAYOUT FOR 615 MISSION AVENUE

City of Oceanside its officers, agents, or employees are Additional Insureds with respect to General Liability per the attached endorsement as required by written contract. Insurance is Primary and Non-Contributory. Waiver of Subrogation applies to Workers' Compensation.

30 Days Notice of Cancellation with 10 Days Notice for Non-Payment of Premium in accordance with the policy provisions.

CERTIFICATE HOLDER

CANCELLATION

City of Oceanside
300 N Coast Hwy
Oceanside, CA 92054

AUTHORIZED REPRESENTATIVE

T. Kelly Howell

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**RLIPack® 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.

L. Additional Insured – State Or Political Subdivisions – Permits Related To Premises Or Operations

Section II C. Who Is An Insured is amended to include as an insured:

1. Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you, but only with respect to "bodily injury", "property damage", "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, man-holes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.
2. Any state or political subdivision that has issued a permit, but only with respect to "bodily injury", "property damage", "personal and advertising injury" arising out of operations performed by you or on your behalf for which that state or political subdivision has issued such permit. However, no such state or political subdivision is an insured for:
 - a. "Bodily injury", "property damage", "personal and advertising injury" arising out of operations performed for that state or political subdivision; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

M. General Aggregate Limit – Per Project Or Per Location

Section II D. Liability And Medical Expenses Limits of Insurance, Paragraph 4. Aggregate Limits. is deleted and replaced by the following:

4. Aggregate Limits

The most we will pay for:

- a. All "bodily injury" and "property damage" that is included in the "products-completed operations hazard" is twice the Liability and Medical Expenses limit.
- b. All:
 - (1) "Bodily injury" and "property damage" except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - (2) Plus medical expenses;
 - (3) Plus all "personal and advertising injury" caused by offenses committed;

is twice the Liability and Medical Expenses limit.

The aggregate limit for all "bodily injury" and "property damage", medical expenses and "personal and advertising injury" other than "bodily injury" or "property damage" included in the "products-completed operations hazard" applies separately to each of your "projects" away from premises owned by or occupied by you or to each of your "locations" owned by or occupied by you.

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

For the purposes of this provision, "location" means

1. Premises involving the same or connecting lots;
2. Premises where connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad; or
3. Premises where operations are performed in sections, stages or phases as a continuation of the same contract or agreement, even if the premises do not involve connecting lots.

Subject to Paragraph a. or b. above, whichever applies, the Damage To Premises Rented To You Limit is the most we will pay for damages because of "property damage" to any one premises, while rented to you, or in the case of fire; explosion; lightning; smoke resulting from such fire, explosion or lightning; or water while rented to you or temporarily occupied by you with permission of the owner.

The Limits of Insurance of **SECTION II – LIABILITY** apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

N. Knowledge And Notice Of Occurrence Or Offense

The following is added to **Section II E. 2. Liability and Medical Expenses General Conditions, Duties In The Event of Occurrence, Offense, Claim Or Suit:**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® BUSINESS AUTO ENHANCEMENT

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

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

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

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

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

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

B. Employees As Insureds

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

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

C. Blanket Additional Insured

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

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs is an "insured" for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

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

D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us**:

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

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

E. Employee Hired Autos

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

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

2. Changes In General Conditions:

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

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

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

F. Fellow Employee Coverage

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

G. Auto Loan Lease Gap Coverage

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

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

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of the "loss";

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

H. Glass Repair – Waiver Of Deductible

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

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

I. Personal Effects Coverage

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

c. Personal Effects Coverage

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

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

No deductible applies to Personal Effects Coverage.

J. Hired Auto Physical Damage Coverage

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

d. Hired Auto Physical Damage Coverage

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

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

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

K. Hired Auto Physical Damage – Loss Of Use

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

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

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

L. Hired Car – Worldwide Coverage

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

f. Hired Car – Worldwide Coverage

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

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

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

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

M. Temporary Transportation Expenses

SECTION III – PHYSICAL DAMAGE COVERAGE,

A.4. Coverage Extensions, subparagraph **a. Transportation Expenses** is deleted and replaced by the following:

a. Transportation Expenses

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

N. Amended Bodily Injury Definition – Mental Anguish

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

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

O. Airbag Coverage

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

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

P. Amended Insured Contract Definition – Railroad Easement

SECTION V – DEFINITIONS paragraph H. "Insured contact" is modified as follows:

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

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

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

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

R. Notice Of And Knowledge Of Occurrence

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

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss" including:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured person and witnesses.

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

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

- (2) A partner if you are a partnership; or

- (3) An executive officer or insurance manager, if you are a corporation.

S. Unintentional Errors Or Omissions

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

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

T. Towing Coverage

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

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

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

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

Schedule

Any person or organization that you have agreed with in a written contract to provide this agreement.

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

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

Insured
Ferguson Pape Baldwin Architects, Inc.
Insurance Company
RLI Insurance Company

Policy No.
PSW0002135

Endorsement No.
Premium

Countersigned by _____

WC 00 03 13
(Ed. 4-84)