

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this ____ day of _____, 2025 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (“the **City**”), and POWER ENGINEERING CONSTRUCTION CO, a (California corporation), whose address is 1501 Viking Street, Suite 200, Alameda, CA 94501 (“**Provider**” or “**Contractor**”), in reference to the following facts and circumstances:

RECITALS

- A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: Maintenance work on the wharf at Grand Marina. City staff issued an RFP on August 21, 2025, and after a submittal period of Twelve (12) days received one (1) timely submitted proposal. Staff reviewed the proposal and selected the service provider that best meets the City’s needs.
- C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. Whereas, the City Council authorized the City Manager to execute this agreement on _____.
- E. The City and Provider desire to enter into an agreement for Grand Marina wharf maintenance, upon the terms and conditions herein.

AGREEMENT

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

1. TERM:

The term of this Agreement shall commence on the ____ day of October 2025, and shall terminate on the ____ day of October 2027, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED:

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

3. COMPENSATION TO PROVIDER:

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

b. The total two-year compensation for this Agreement shall not exceed **\$176,262**. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

4. TIME IS OF THE ESSENCE:

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

5. STANDARD OF CARE:

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

6. INDEPENDENT PARTIES:

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

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

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

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

8. NON-DISCRIMINATION:

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

9. HOLD HARMLESS:

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

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


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

10. INSURANCE:

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

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

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


 Provider Initials

b. COVERAGE REQUIREMENTS:

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

(1) Workers' Compensation:

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

(2) Liability:

Commercial general liability coverage in the following minimum limits:

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

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

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

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

(3) Automotive:

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

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

or

Combined Single Limit:	\$2,000,000 each occurrence
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Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(4) Professional Liability:

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

\$2,000,000 each claim

Technology professional liability errors and omissions shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of Provider. If not covered under Provider's liability policy, such "property" coverage of the City may be endorsed onto Provider's Cyber Liability Policy as covered property as follows: cyber liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City that will be in the care, custody, or control of Provider.

As to commercial general liability and automobile liability insurance, such insurance will provide that it constitutes primary insurance with respect to claims insured by such policy, and, except with respect to limits, that insurance applies separately to each insured against whom claim is made or suit is brought. Such insurance is not additional to or contributing with any other insurance carried by or for the benefit of the City.

As to commercial general liability and automobile liability insurance, such insurance will provide that it constitutes primary insurance with respect to claims insured by such policy, and,

except with respect to limits, that insurance applies separately to each insured against whom claim is made or suit is brought. Such insurance is not additional to or contributing with any other insurance carried by or for the benefit of the City.

c. SUBROGATION WAIVER:

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

d. FAILURE TO SECURE:

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

e. ADDITIONAL INSURED:

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

f. SUFFICIENCY OF INSURANCE:

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

g. EXCESS OR UMBRELLA LIABILITY:

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

shall be called upon to contribute to a loss until all the primary and excess liability policies carried by or available to the Provider are exhausted. **If a Provider is using an Excess Liability policy to supplement any insurance coverage required by this Agreement, they must submit the Excess Liability policy in full.**

11. CONFLICT OF INTEREST:

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

12. PROHIBITION AGAINST TRANSFERS:

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

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

13. APPROVAL OF SUB-PROVIDERS:

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

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

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

d. The requirements in this Section 13 shall not apply to persons who are merely

providing materials, supplies, data or information that Provider then analyzes and incorporates into its work product.

14. PERMITS AND LICENSES:

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

15. REPORTS:

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

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

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

16. RECORDS:

a. Generally, the City has the right to conduct audits of Provider's financial, performance and compliance records maintained in connection with Contractor's operations and services performed under the Agreement. In the event of such audit, Contractor agrees to provide the City with reasonable access to Contractor's employees and make all such financial (including annual financial statements signed by an independent CPA), performance and compliance records available to the City. City agrees to provide Contractor an opportunity to discuss and respond to any findings before a final audit report is filed.

b. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by the City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

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

d. If supplemental examination or audit of the Records is necessary due to concerns raised by the City's preliminary examination or audit of records, and the City's supplemental

examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES:

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

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

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

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

City of Alameda
Base Reuse and Economic Development
905 West Mall Square, Suite 205
Alameda, CA 94501
ATTENTION: Walker Toma, Community Development Manger
Ph: (510) 747-6897 / Email: wtoma@alamedaca.gov

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

Power Engineering Construction Co
1501 Viking Street, Suite 200
Alameda, CA 94501
ATTENTION: David Mik
Ph: 510-337-3800

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

City of Alameda
Base Reuse and Economic Development
905 West Mall Square, Suite 205
Alameda, CA 94501
ATTENTION: Alexis Krieg
Ph: (510) 747-6856 / Email: akrieg@alamedaca.gov

18. SAFETY:

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

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

19. TERMINATION:

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

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

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

20. ATTORNEYS' FEES:

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

21. HEALTH AND SAFETY REQUIREMENTS.

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

22. COMPLIANCE WITH ALL APPLICABLE LAWS:

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

23. CONFLICT OF LAW:

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

24. WAIVER:

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

25. INTEGRATED CONTRACT:

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

26. PREVAILING WAGES:

Provider is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq. as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing

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

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

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

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

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

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

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

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

28. REGISTRATION OF CONTRACTORS:

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

29. PUBLIC CONTRACT CODE SECTION 9204 SUMMARY:

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

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

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

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

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

e. Within 10 business days following the informal meet and confer conference, the City shall submit to Contractor a written statement describing any issues remaining in dispute and that portion which is undisputed. Undisputed portions of the claim shall be processed and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear interest at 7% per annum. The issues remaining in dispute shall be submitted to non-binding mediation. If the City and Contractor mutually agree on a mediator, each party shall pay equal portions of all associated costs. If within 10 business days, the City and Contractor cannot agree on a mediator, each party shall select a mediator (paying all costs associated with their selected mediator), and those mediators shall select a qualified neutral third party to mediate the disputed issues. The City and Contractor shall pay equal portions of all associated costs of such third party mediator.

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

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

30. CAPTIONS:

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

31. COUNTERPARTS:

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

32. SIGNATORY:

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

33. CONTROLLING AGREEMENT:

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

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

POWER ENGINEERING
CONSTRUCTION CO
a California corporation

CITY OF ALAMEDA,
a municipal corporation

DocuSigned by:

David Mik

D7F2835F58B244F...

David Mik

President

Jennifer Ott
City Manager

RECOMMENDED FOR APPROVAL

DocuSigned by:

Wayne Stonecipher

28F28C72EA3B4CA...

Wayne Stonecipher

Operations Manager / Corporate Secretary

Signed by:

Abigail Thorne-Lyman

251D711368954F6...

Abigail Thorne-Lyman

Director, Base Reuse and Economic
Development Department

APPROVED AS TO FORM:
City Attorney

Signed by:

Skitch Crosby

1A7D4E65843841B...

Skitch Crosby

Assistant City Attorney

Exhibit A

CITY OF ALAMEDA

GRAND MARINA

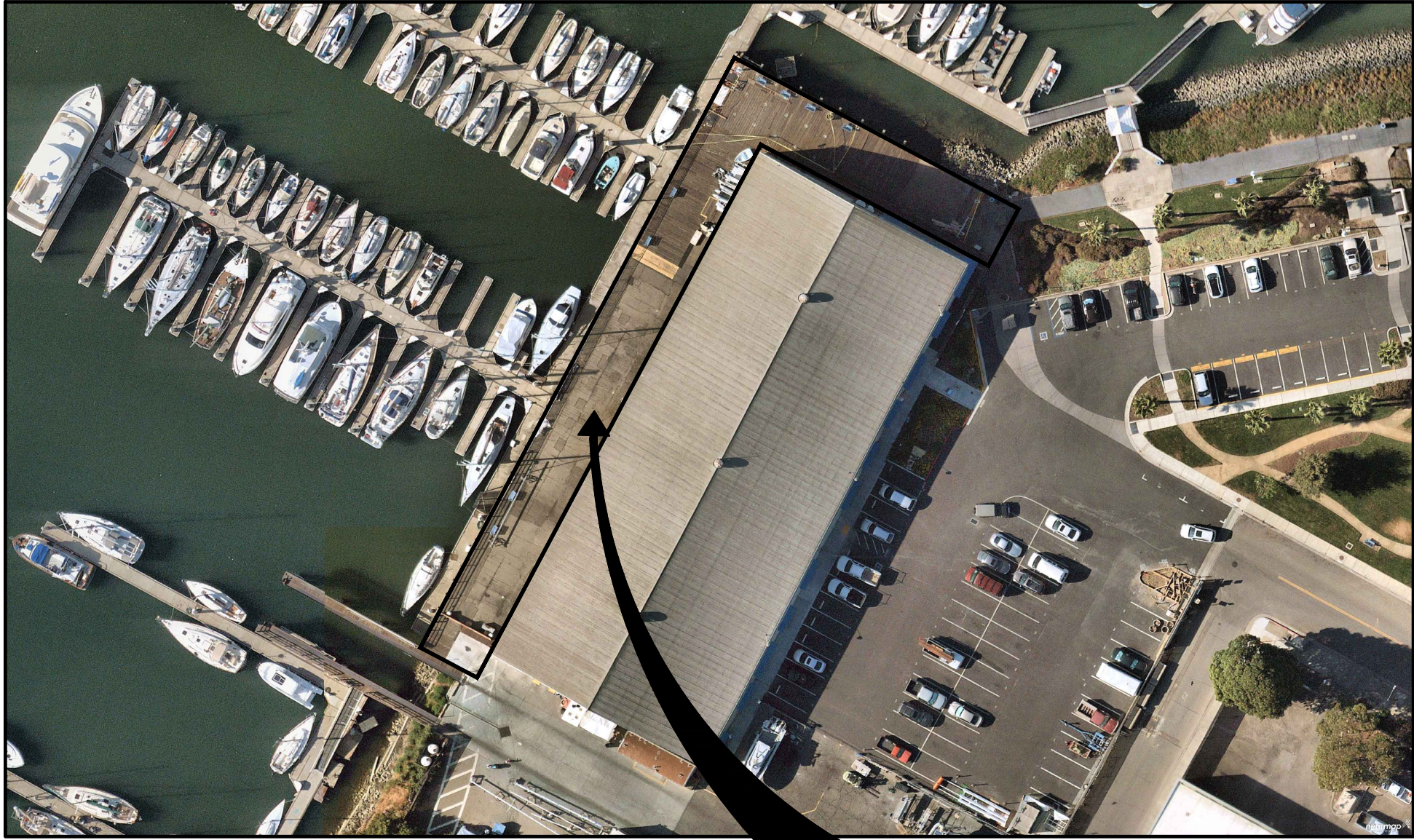
GRAND MARINA WHARF MAINTENANCE

ALAMEDA, CALIFORNIA



GRAND MARINA
ALAMEDA, CA

Vicinity Map



PROJECT
LOCATION

Site Plan

Drawing Index

DRAWING NO.	SHEET TITLE
G01	TITLE SHEET
G02	GENERAL NOTES
G03	GENERAL NOTES
S01	PILE MAINTENANCE
S02	TEMPORARY WALKWAY



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Oakland, CA 94612
415.495.3700
sgh.com

Consultant

2	09/10/25	Repair Scheme Modification	SXY
1	08/27/25	Revision 1	SXY
0	08/13/25	Issued for Bid	SXY
No.	Date	Description	By

ALAMEDA GRAND
MARINA
WHARF
MAINTENANCE
ALAMEDA, CA

Project

TITLE SHEET

Drawing Title

Project No. 257116.00	Checked JJP	Date 08/13/2025
Drawn BLP	Approved SXY	Scale NONE



G01

ISSUED FOR BID

S U B M I T T A L S

- The following submittals are required. Where submittals include shop drawings, each sheet of shop drawings submitted shall incorporate a pre-applied stamp to be used by the engineer to indicate the status of review and approval. The Engineer will furnish the required text and graphics of the stamp to the Contractor upon request. Submittals shall include those indicated on the following list as well as any other items indicated in the Specifications. This list is provided for convenience only and may not incorporate all requirements indicated in the project specifications.

4. Acknowledgement of awareness of the special requirements contained in the Statement of Special Inspection.
5. Acknowledgement that control will be exercised to obtain conformance with the construction documents approved by the Building Official.
6. Procedures for exercising control within the Contractor's organization, the method, frequency or reporting and the distribution of the reports.
7. Identification and qualifications of the person(s) exercising such control and their position(s) in the Contractor's organization.

S U B M I T T A L S

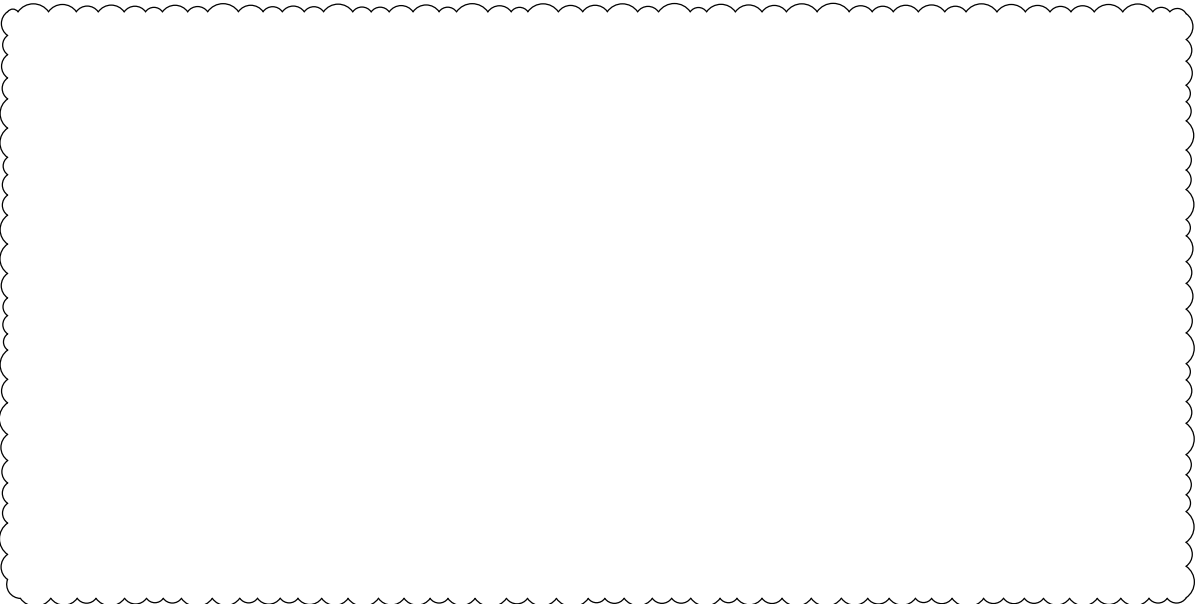
The following submittals are required. Where submittals include shop drawings, each sheet of shop drawings submitted shall incorporate a pre-applied stamp to be used by the engineer to indicate the status of review and approval. The Engineer will furnish the required text and graphics of the stamp to the Contractor upon request. Submittals shall include those indicated on the following list as well as any other items indicated in the Specifications. This list is provided for convenience only and may not incorporate all requirements indicated in the project specifications.

CARPENTRY

1. Provide technical data on wood preservative materials and application instructions.
2. Manufacturer's certificates indicating the grade of the lumber supplied meet or exceed the specified requirements.


STRUCTURAL STEEL

1. Shop Drawings and Erection Drawings:
 - A. Indicate profiles, sizes, spacing, locations of structural members, openings, attachments, and fasteners.
 - B. Indicate welded connections with AWS A2.4 welding symbols. Indicate net weld lengths and sizes. Distinguish between shop and field welds. Identify welds by WPS number.
 - C. Include details of cuts, connections, splices, camber, holes, stiffeners, doubler plates, and other pertinent data, such as surface preparation. Include setting drawings, templates, and directions for installation of embedded items to be installed by others.
 - D. Indicate type, size, and length of bolts, distinguishing between shop and field bolts. Identify high-strength bolted slip-critical, direct-tension, or tensioned shear/bearing connections.
2. Manufacturer's Mill Certificates: Certify that products meet or exceed specified requirements.
3. Mill Test Reports: Indicate structural strength, destructive test analysis and non-destructive test analysis.
 - A. Structural steel including chemical and physical properties and Charpy V-notch test results, where specifically required.
 - B. Bolts, nuts, and washers including mechanical properties and chemical analysis.
 - C. Direct-tension indicators.
 - D. Tension-control, high-strength bolt-nut-washer assemblies.
 - E. Weld filler metals, including Charpy V-notch test results, where specifically required.



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**ALAMEDA GRAND
MARINA
WHARF
MAINTENANCE
ALAMEDA, CA**

Project

GENERAL NOTES


Drawing Title

Project No. 257116.00	Checked JJP	Date 08/13/2025
Drawn JDG	Approved SXY	Scale AS NOTED



Drawing No.

G02



ABBREVIATIONS

&

And

@

At

A.B.

Anchor Bolt

ACI

American Concrete Institute

ADD'L

Additional

AESS

Architectural Exposed Structural Steel

AISC

American Institute of Steel Construction

ALT.

Alternate

AMTS

Automated Motorized Total Station

APPROX.

Approximate

ARCH.

Architect

ASD

Allowable Strength Design

ASTM

American Society for Testing and Materials

AWPA

American Wood Preservers Assoc.

AWS

American Welding Society

BLK'G

Blocking

BM.

Beam

B.N.

Boundary Nail

BOCA

Building Officials and Code Administrators International, Inc.

BOT.

Bottom

BRG.

Bearing

B.S.

Both Sides

BTWN.

Between

C

Camber

CBC

California Building Code

C.C.

Center to Center

CDSM

Cement Deep Soil Mixing

CCR

California Code of Regulations

C.J.

Control Joint

C.I.P.

Cast-in-place

C.L., ☐

Center Line

CLG.

Ceiling

CLR.

Clear

CMU

Concrete Masonry Unit

COL.

Column

CONC.

Concrete

CONN.

Connection

CONT.

Continuous

CJP

Complete Joint Penetration

CSK.

Countersink

CTBR.

Counterbore

CTR.

Center

DBA

Deformed Bar Anchor

DBL.

Double

DC

Demand Critical (Weld)

DET., DTL.

Detail

DF

Douglas Fir

DIA., ∅

Diameter

DIAG.

Diagonal

DL

Dead Load

DN.

Down

DO.

Ditto

DSA

Division of the State Architect

DWG(S).

Drawing(s)

(E)

Existing

EA.

Each

E.A.

Each Face

E.J.

Expansion Joint

ELEV., EL.

Elevation

EMB., EMBED.

Embedment

E.N.

Edge Nail

EQ.

Equal

EQUIP.

Equipment

E.S.

Each Side

E.W.

Each Way

FDN.

Foundation

F.F.

Finish Floor

F.G.

Finish Grade

FIN.

Finish

FLR.

Floor

F.O.C.

Face of Concrete

F.O.M.

Face of Masonry

F.O.S.

Face of Stud

FRMG.

Framing

FRP

Fiber Reinforced Polymer

F.S.

Far Side

FT.

Foot, Feet

FTG.

Footing

GA.

Gauge

GALV.

Galvanized

G.L.

Grid Line

GLB

Glued Laminated Beam

GR.

Grade

HDG

Hot-dip Galvanized

HGR.

Hanger

HK.

Hook

HORIZ.

Horizontal

HSB

High Strength Bolt

HSS

Hollow Structural Section

HT.

Height

IBC

International Building Code

ICC

International Code Council

IN.

Inch, Inches

INT.

Interior

INV.

Inverted

JST.

Joist

K

Kips

KSI

Kips per Square Inch

LBE

Load Bearing Element

LBS.

Pounds

LL

Live Load

LLH

Long Leg Horizontal

LLV

Long Leg Vertical

LONG.

Longitudinal

LTWT.

Lightweight

LVL

Laminated Veneer Lumber

MAX.

Maximum

M.B.

Machine Bolt

MECH.

Mechanical

MFR.

Manufacturer

M.I.

Malleable Iron

MIL.

0.001 Inch

MIN.

Minimum

MISC.

Miscellaneous

ML

Mudline

(N)

New

NO., #

Number

N.S.

Near Side

N.T.S.

Not to Scale

O.C.

On Center

O.D.

Outside Diameter

O.H.

Opposite Hand

NWT.

Opening

OPP.

Opposite

PART.

Partial

PCF

Pounds per Cubic Foot

PL., ☐

Plate

PLY.

Plywood

PP

Partial Penetration

PSF

Pounds per Square Foot

PSI

Pounds per Square Inch

P.T.

Pressure Treated

PW

Puddle Weld

PWJ

Plywood Web Joists

RAD.

Radius

RC

Reinforced Concrete

R.D.

Roof Drain

REINF.

Reinforcing

REQ.

Required

RF.

Roof

R.O.

Rough Opening

RND.

Round

R.R.

Remove & Replace

S.A.F.

See Architectural Drawings

SCHED.

Schedule

SHT.

Sheet

SHTG.

Sheathing

SIM.

Similar

SIM..A.

See Mechanical Drawings

S.O.A.

Slab on Grade

S.P.

Space

S.S.

Stainless Steel

STAGG'D., STG.

Staggered

STD.

Standard

STIFF.

Stiffener

STL.

Steel

STRUCT.

Structural

SYMM., SYM.

Symmetrical

T&B

Top and Bottom

T&G

Tongue & Groove

T.N.

Toe Nail

T.O.C.

Top of Concrete

T.O.S.

Top of Steel

T.O.W.

Top of Wall

Tp

Plate Thickness

Ts

Tube Steel (Hollow Structural Section)

TYP.

Typical

U.O.N.

Unless Otherwise Noted

VERT.

Vertical

V.I.F., ±

Verify in Field

W/

With

W/O

Without

WCLIB

West Coast Lumber Inspection Bureau

W.P.

Work Point

WHS

Welded Headed Stud

WTS

Welded Threaded Stud

WWF

Welded Wire Fabric

WWPA

Western Wood Products Association

LEGEND

A

GRIDLINE

MATCHLINE

WORK POINT, DATUM OR CONTROL POINT, FIN. FLR. ELEVATION

1

6-500

DETAIL REFERENCE

2

6-300

SECTION OR ELEVATION

PROJECT NORTH

STRUCTURAL OBSERVATIONS

Structural Observation is required by Section 1704 of the CBC. Types of work listed below and indicated as requiring "structural observation" shall be observed during periodic site visits by the Engineer-of-Record. Contractor is responsible for notifying the engineer 48 hours before work is ready for observation. These visits do not constitute Special Inspection. The Engineer-of-Record shall perform periodical structural observations including

1. Timber footings

2. Structural timber members

3. Structural connections

The Engineer of Record shall prepare a structural observation report after each observation visit and be ready to submit to the Building Official upon request.

Per Section 1704.6.1.5, at the completion of the work, the Engineer-of-Record shall submit a written statement that periodic site visits were made and provide a final structural observation report to the Building official. The report shall confirm that the work was performed in accordance with the drawings and specifications.

STATEMENT OF INSPECTIONS AND OBSERVATIONS

The following tests and inspections are required for this project. The tests and inspections indicated here are the responsibilities of the Owner's Special Inspector and responsible engineers, as required by Section 1704 of the Building Code.

SPECIAL INSPECTION

Special Inspection and Testing are required in Sections 1704 and 1705 of the CBC. All tests and inspections shall be performed by a certified Special Inspector from an independent testing agency who is employed by the Owner (or agent of the Owner) and not the Contractor. The qualified inspection firms are listed in the special inspection form. The form can be downloaded from the following link:
https://www.alamedaca.gov/files/sharedassets/public/alameda/comm-services/formsandhandouts/building/statement_of_special_inspection.pdf

The contractor shall hold a pre-construction meeting involving the Structural Engineer and the Special Inspector in order to discuss the specific requirements of this project. At completion of the special inspections, the special inspectors shall submit all completed inspection forms, stamped and signed, to the Engineer-of-Record. The Special Inspector shall observe the work assigned for conformance with the approved design drawings and specifications. All discrepancies shall be brought to the immediate attention of the Contractor for correction, then, if uncorrected, to the Engineer-of-Record and to the building official. The Engineer-of-Record shall review and accept the special inspection reports and submit Statement of Special Inspection to the city of Alameda.

STRUCTURAL WOOD

Item No.	System, Material or Element	Building Code Reference	Material Standard	Frequency		Remarks
				Continuous	Periodic	
4	Manufactured Lumber: Verify grade, size, and bonding are as specified on the construction documents	1704.2, 1705			X	
6	Bolted Connections: Verify that bolt size, spacing, edge distance and end distance are consistent with information shown on the construction documents.	1704.2			X	

2

SGH

SIMPSON GUMPERTZ & HEGER

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Oakland, CA 94612

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2	09/10/25	Repair Scheme Modification	SKY
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ALAMEDA GRAND MARINA WHARF MAINTENANCE

ALAMEDA, CA

Project

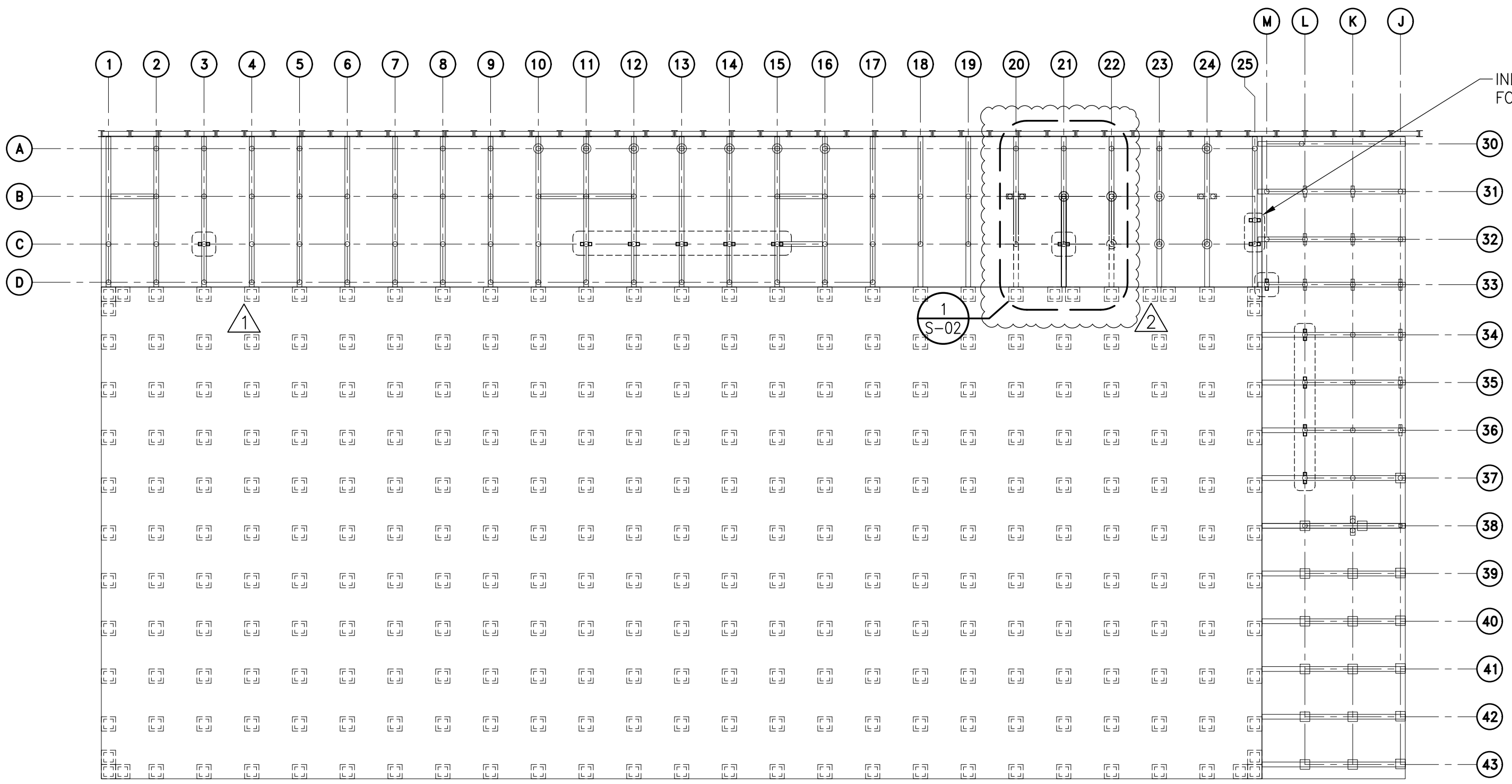
GENERAL NOTES

Drawing Title

Project No. 257116.00	Checked JJP	Date 08/13/2025
Drawn JDG	Approved SXY	Scale AS NOTED
<div><div><div>REGISTERED PROFESSIONAL ENGINEER</div><div>Samuel Xiao Chun Li</div><div>DATE SIGNED: 08/13/2025</div><div>Civil</div><div>STATE OF CALIFORNIA</div></div><div>Seal</div></div>		<div>G03</div>

ISSUED FOR BID

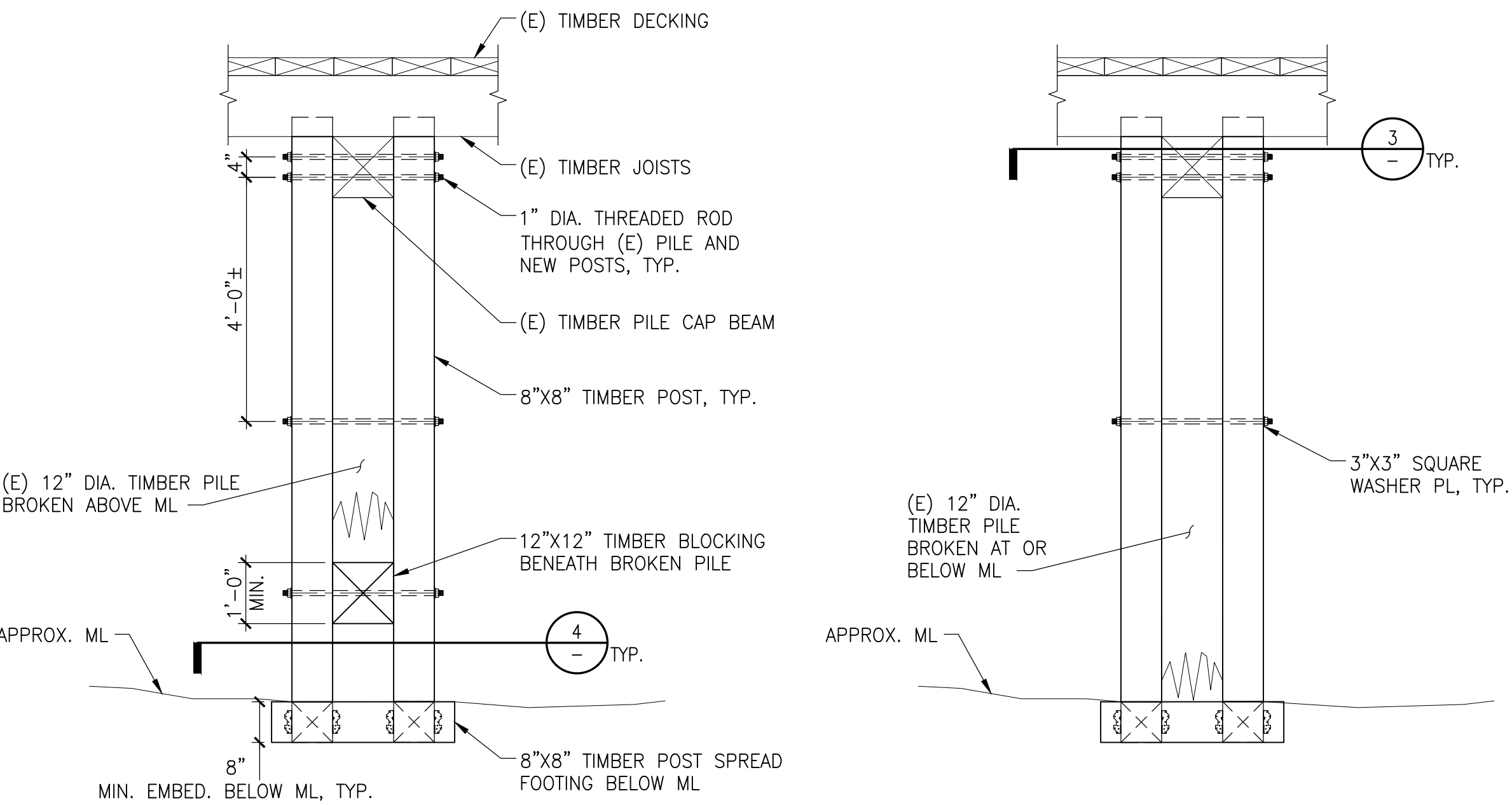
18



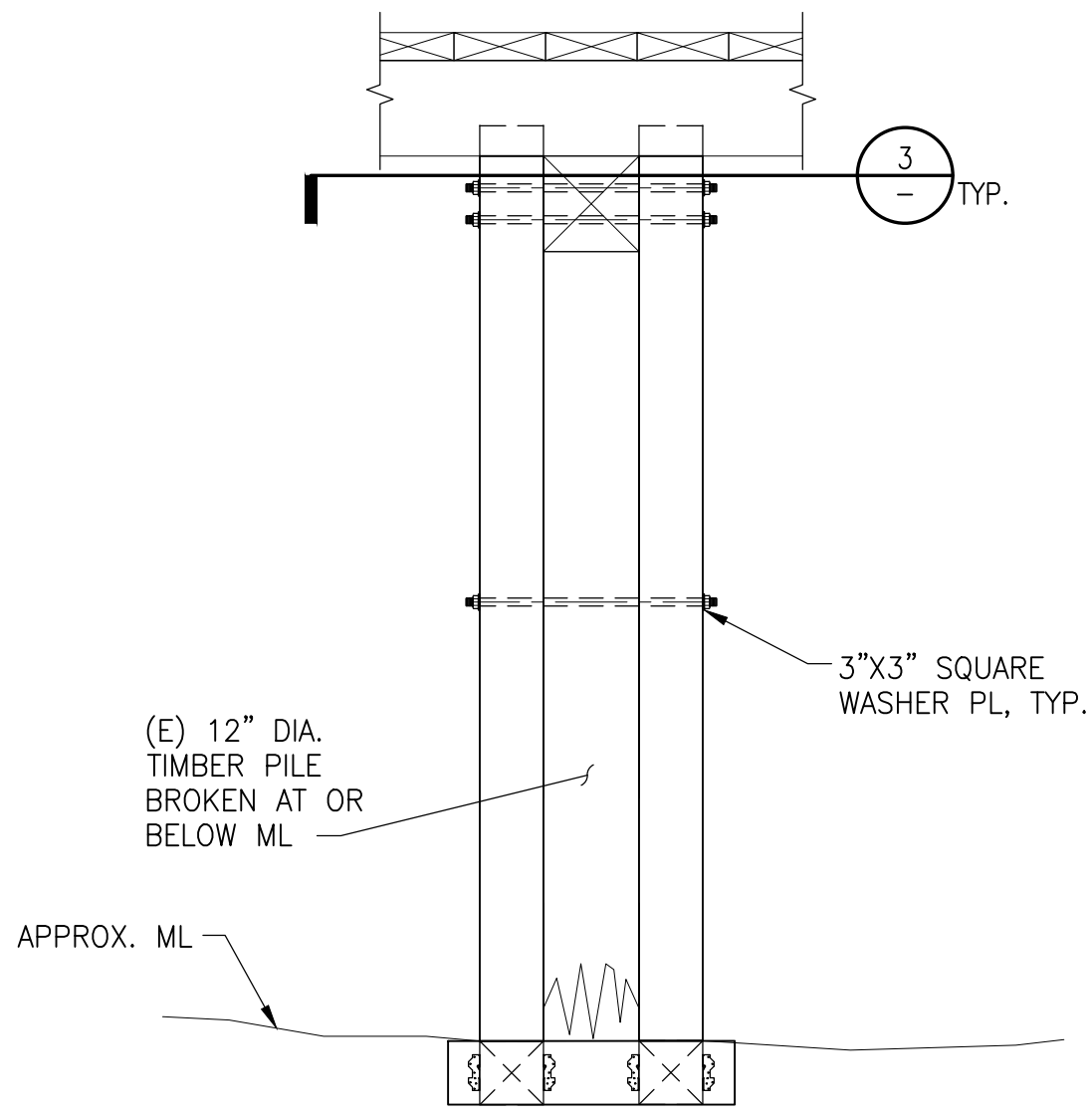
GMW S-01 TEMP PILE REPAIRS

1 GRAND MARINA WHARF SITE PLAN PROPOSED TEMP. SUPPORT LOCATIONS

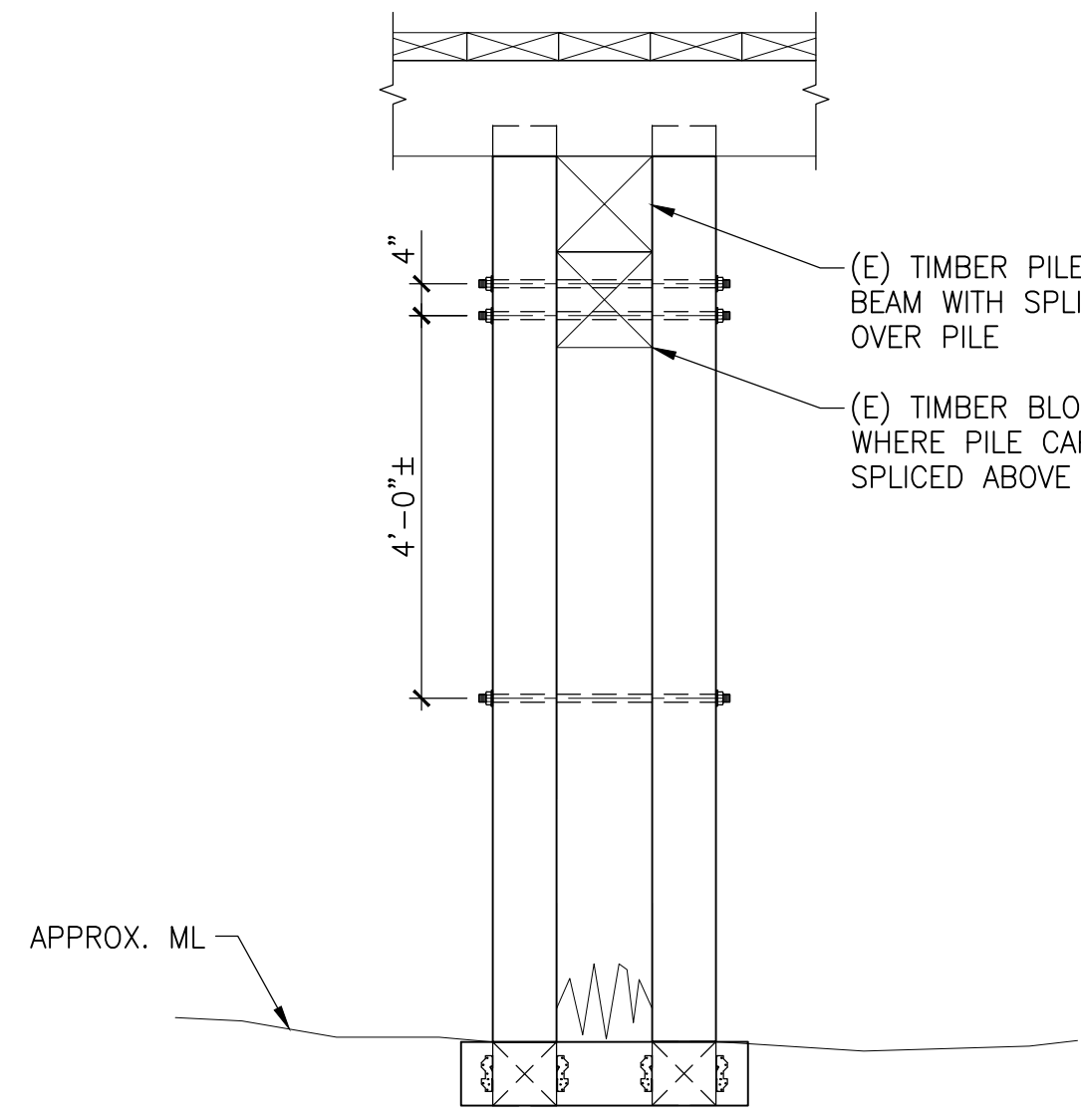
SCALE: 3/64" = 1'-0"



EXISTING PILE BROKEN ABOVE MUDLINE



EXISTING PILE INTACT OR BROKEN AT/BELOW MUDLINE

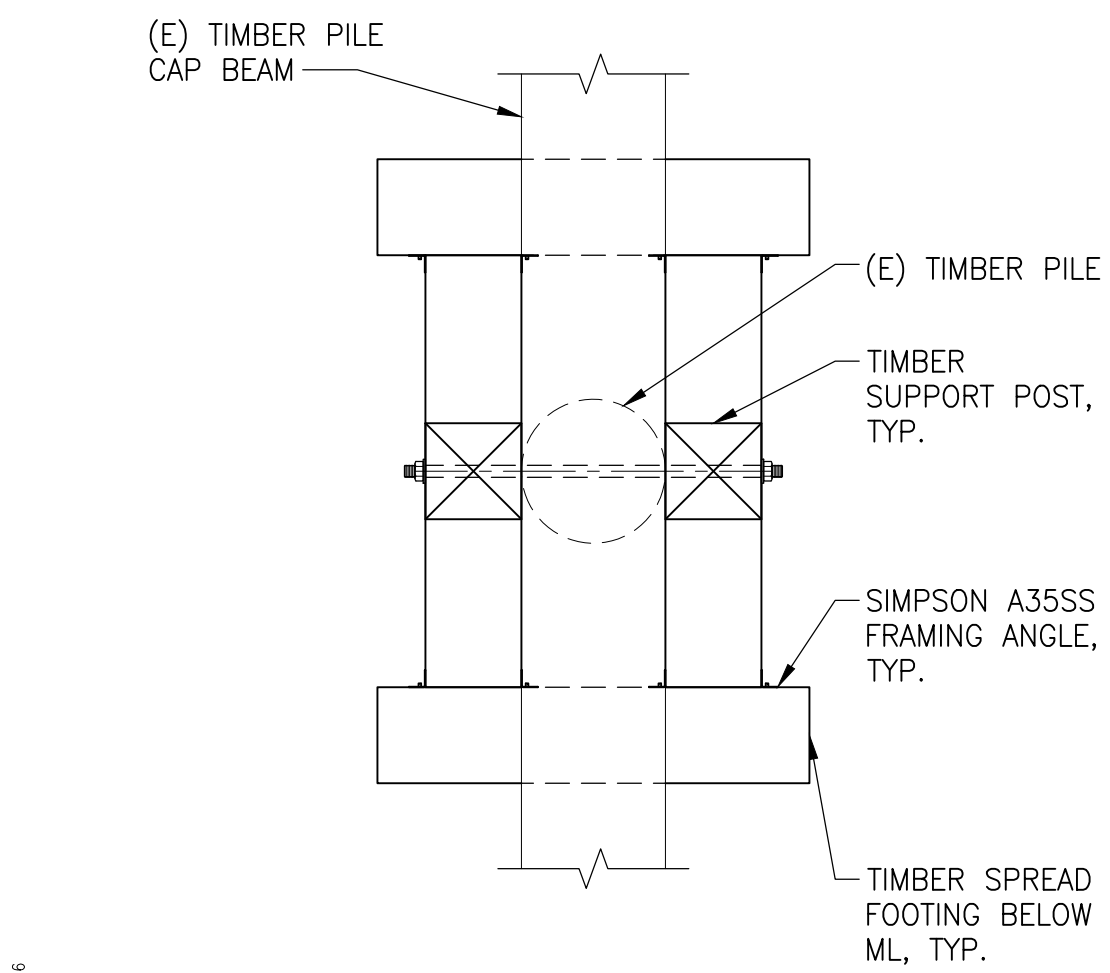


EXISTING PILE LOCATED BELOW CAP BEAM SPLICE

2 TEMPORARY PILE SUPPORT ELEVATIONS

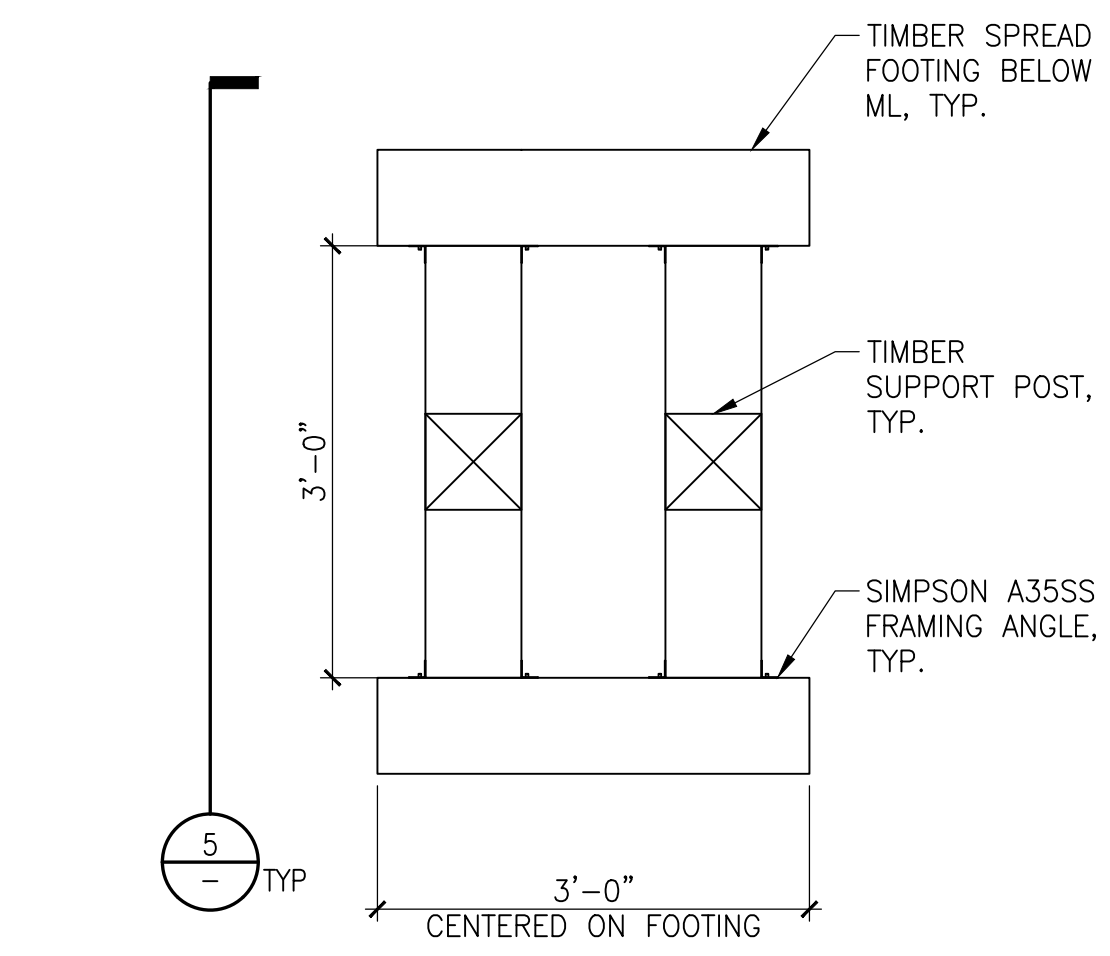
SCALE: 1/2"=1'-0"

- INDICATES PILES DESIGNATED FOR SUPPORT PER TYP.
- LEGEND
- (E) 12" DIA. TIMBER PILE
 - (E) PILE WITH SLEEVE
 - (E) CONCRETE PILE
 - (E) STEEL H-PILE
 - (E) TIMBER PILE WITH NEW SUPPORT
 - 1 PILE BENT DESIGNATION
 - A PILE ROW DESIGNATION



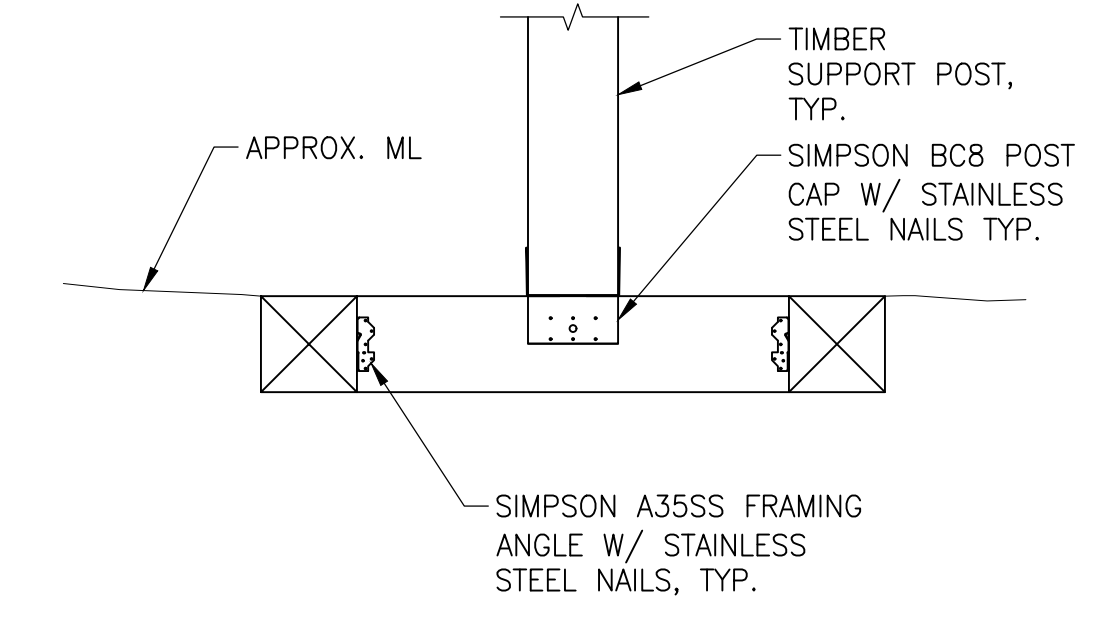
3 PILE SUPPORT SECTION

SCALE: 3/4"=1'-0"



4 PILE SUPPORT FOOTING SECTION

SCALE: 3/4"=1'-0"



5 PILE SUPPORT FOOTING ELEVATION

SCALE: 3/4"=1'-0"



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ALAMEDA GRAND
MARINA
WHARF
MAINTENANCE
ALAMEDA, CA

Project

GRAND MARINA
WHARF PILE
MAINTENANCE

Drawing Title

Project No. 257116.00	Checked JJP	Date 08/13/2025
Drawn JDG	Approved SXY	Scale AS NOTED



S-01

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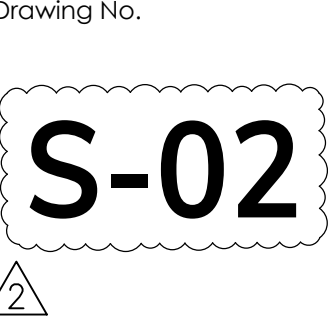
ALAMEDA GRAND
MARINA
WHARF
MAINTENANCE
ALAMEDA, CA

Project

GRAND MARINA
WHARF GIRDER
REPLACMENT

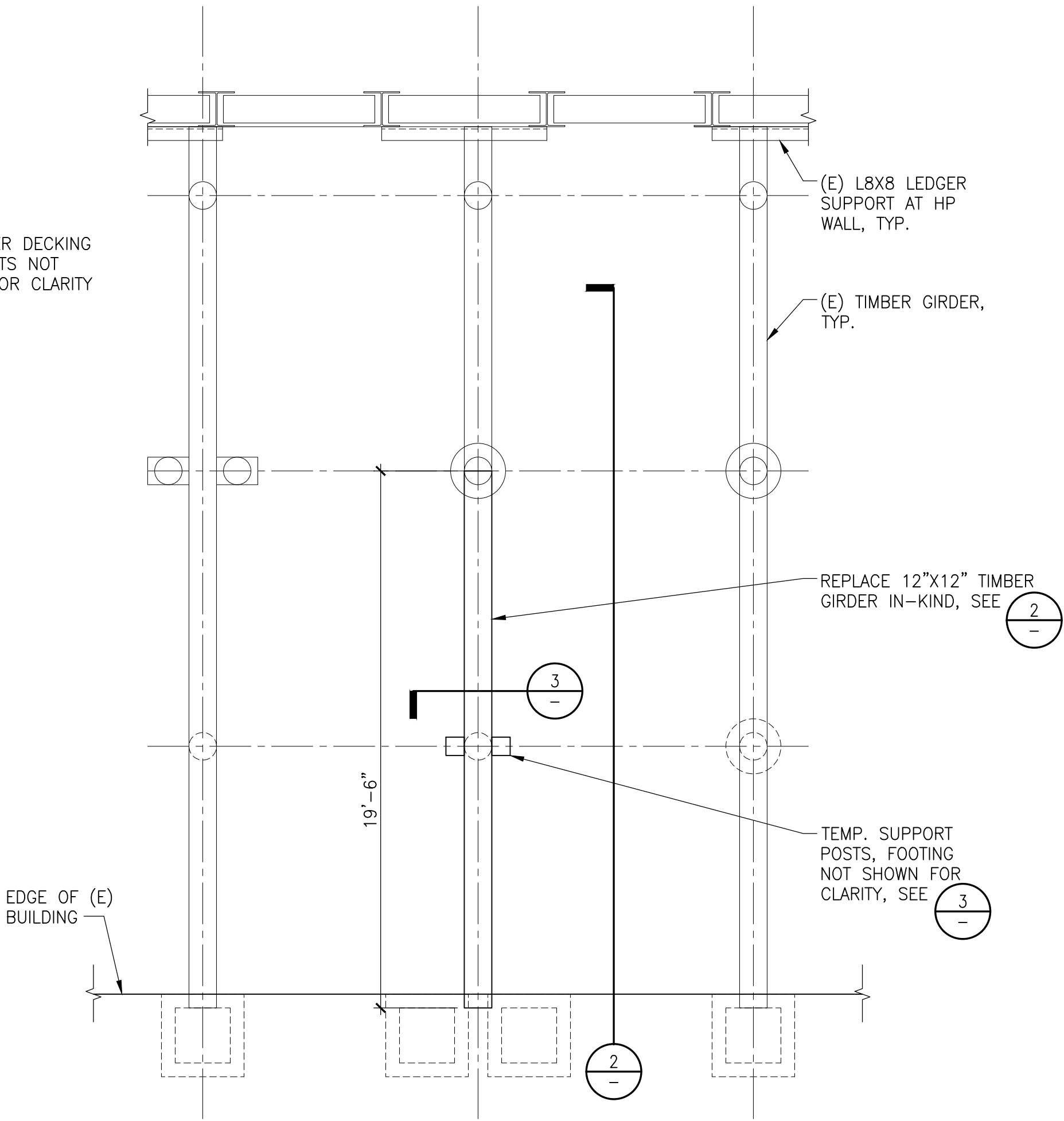
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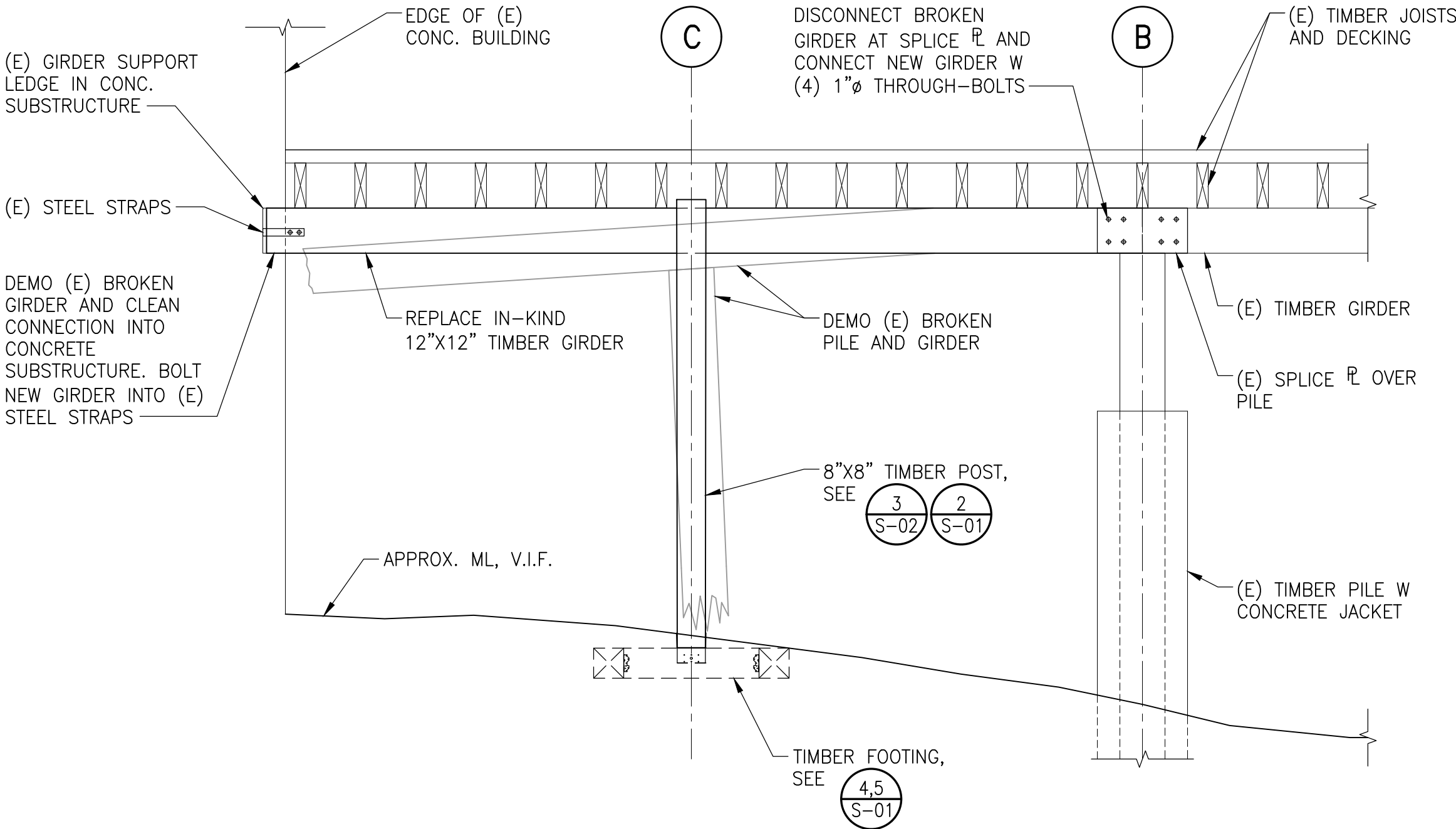
ISSUED FOR BID

NOTE:
(E) TIMBER DECKING
AND JOISTS NOT
SHOWN FOR CLARITY



1 WEST APRON PARTIAL PLAN
BENT 21 GIRDER REPLACEMENT IN-KIND

SCALE: 1/4"=1'-0"

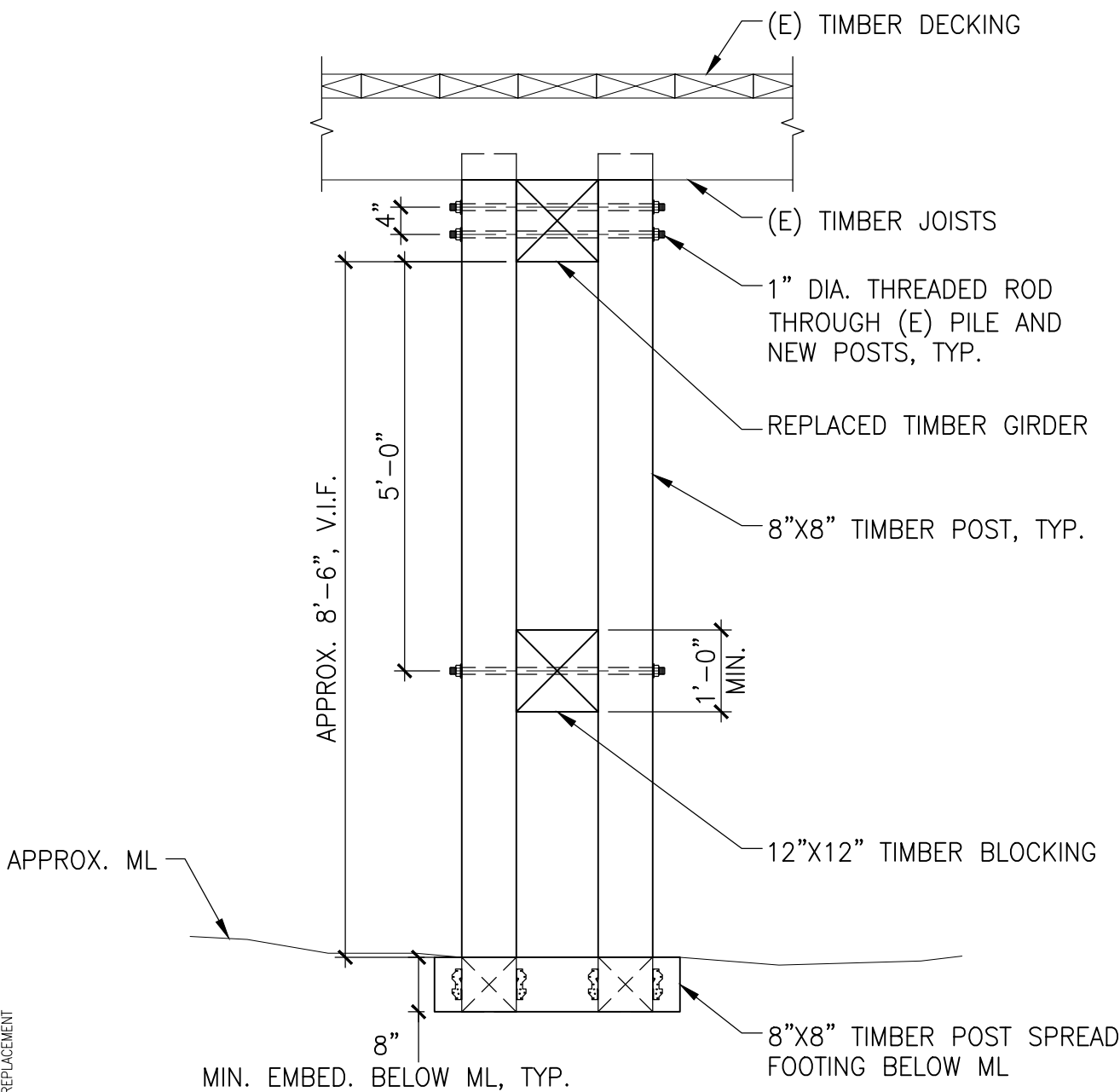


2 BENT 21 ELEVATION
GIRDER REPLACEMENT IN-KIND

SCALE: 3/8"=1'-0"

NOTES:

- DAMAGED GIRDER HAS LENGTH OF APPROXIMATELY 19'-6" AND SPANS FROM GL B TO THE CONC. BUILDING SUBSTRUCTURE. (E) GIRDER TO REMAIN BETWEEN GL A AND B ON BENT 21.
- JACK JOISTS AT EAST END OF BENT 21 TO SUPPORT WHARF DECK PRIOR TO REMOVING (E) BROKEN GIRDER.
- THROUGH-BOLT NEW GIRDER INTO STEEL STRAP CONNECTION AT CONC. SUBSTRUCTURE AND SPLICE PL AT GL B.
- INSTALL SUPPORT PER 3/S-02 AFTER GIRDER HAS BEEN REPLACED.



3 TEMPORARY PILE SUPPORT ELEVATION
PILE 21C

SCALE: 1/2"=1'-0"



Grand Marina Pile Repair and Wharf Maintenance Project - Alternative 1 Budget, V2 - Untreated Timber Pile Supports
Alameda, California

Pricing to Repair 14 Deteriorated Timber Piles and Install Alternative 1 Timber Cap, V2

Date: September 19, 2025

Description		Quantity	Units	\$/Unit	Total	Comments	Working Days
Base Scope							
1	Mobilize/Demobilize	1	LS	\$ 36,000	\$ 36,000	Mobilize equipment, material, and labor to the project jobsite. Upon completion of work, clean jobsite and demobilize all equipment, debris, and labor.	2
2	Furnish and Install Temporary Timber Pile Supports	14	EA	\$ 8,500	\$ 119,000	Furnish and Install Temporary Timber Pile Supports as shown on SGH Drawing S-01 in the project RFP. Scope includes additonal pile repair shown on Drawing S-02.	10
3	Furnish and Install 12" x 12" x 20' Replacement Girder	1	EA	\$ 21,262	\$ 21,262	Furnish and Install New 12" x 12" x 20' Pressure Treated Dense No. 1 Timber Girder with new 1" dia. HDG Bolts. Work includes demolishing and disposing of the existing broken girder and cleaning out the existing girder pocket in the seawall. We are assuming the re-use of the existing Seawall & Girder Bolt Splice Plates.	2
Total Base Scope:				\$	176,262		13

Project Assumptions

- 1 A working day is defined as an 10-hour weekday between the hours of 6 AM - 5 PM.
- 2 The working days do not include fabrication times for materials.
- 3 Only one mobilization is assumed, with continuous work until project completion.
- 4 We are quoting the Simpson Strong-Tie BC8 Post Caps and BC8 brackets as galvanized instead of SS316.

Schedule Milestones

- 1 We estimate the in-field duration of work will take approximately 2.5 weeks, assuming a single crew.
- 2 The duration of in-field work can be shortened by adding additional crew, if required.
- 3 The untreated timbe used in Bid Item 2 has a 10-12 working day lead time from receipt of offer.
- 4 The treated timber in Bid Item 3 has a lead time of 60 calendar days from receipt of offer. This is the longest material delivery duration.

Design Assumption

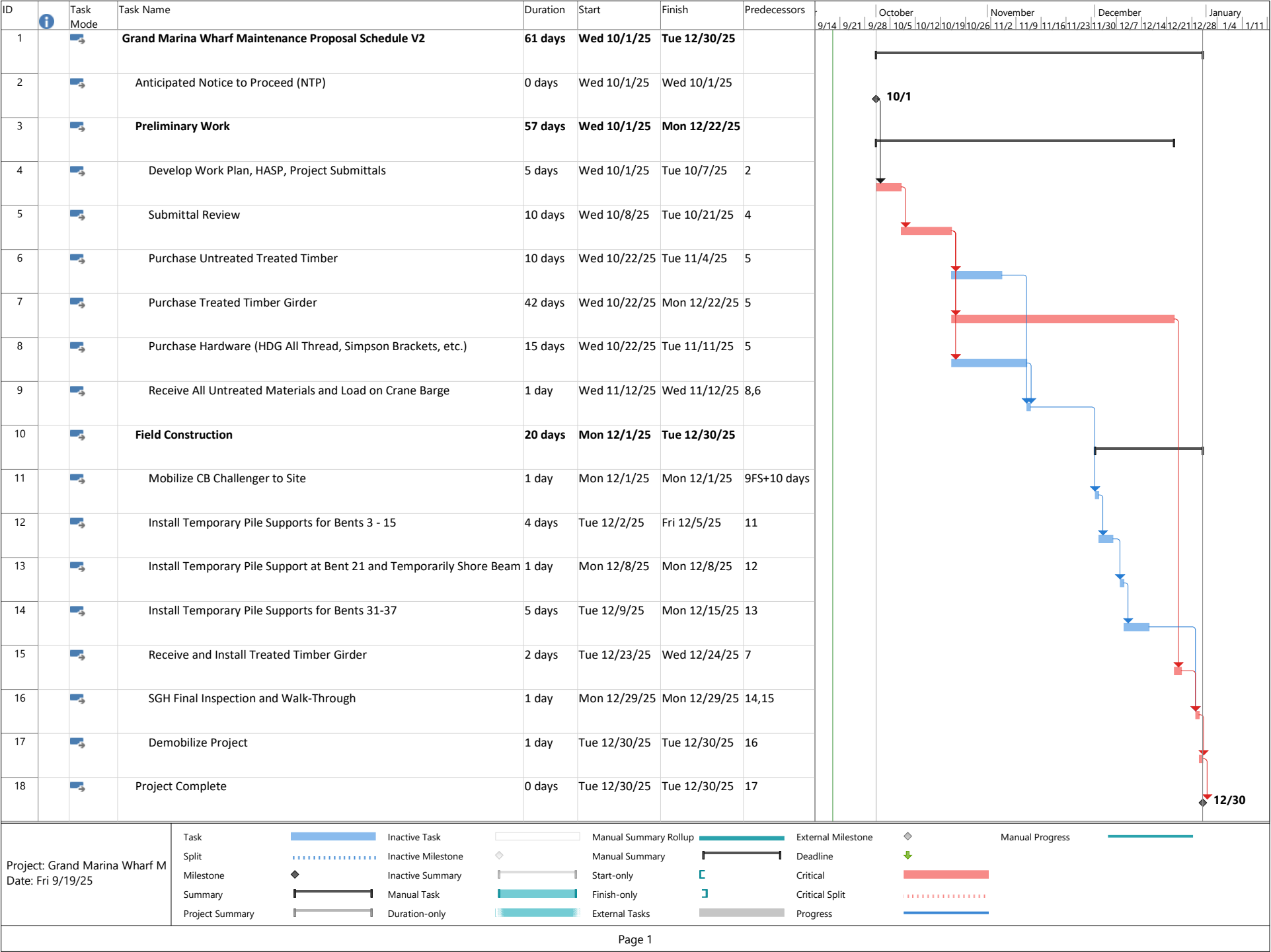
- 1 Pricing is based on City of Alameda RFP dated 8/21/25, Addendum 1, and Alternate 1 Drawings.

Subcontractors

- 1 None.

Proposal Exclusions

- 1 ~~Payment and Performance Bonds (available at 1.5% of final contract amount)~~
- 2 Builders Risk Insurance (can be provided on a per-project basis)
- 3 Permits and Permit Fees
- 4 Engineering or Design
- 5 Utility Relocation unless Listed Above
- 6 Site Survey, Lines, Grade
- 7 Hazardous Materials Handling/Abatement/Removal
- 8 Special Inspection or Testing Fees
- 9 Vibration or Damage Monitoring
- 10 Any Repairs to the Existing Structures, Interior or Exterior, either prior to, during, or after Construction
- 11 Temporary Power & Lighting Install and Supply
- 12 Industrial Hygienist or Inspection Services
- 13 Silt Curtain, Bubble Curtain, or other regulatory requirements not normally encountered.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/23/2025

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 Heffernan Insurance Brokers 1350 Carback Avenue Walnut Creek, CA 94596 License#: 0564249 POWEENG-03	CONTACT NAME: WalnutCreekAMS PHONE (A/C, No, Ext): 925-934-8500 FAX (A/C, No): 925-934-8278 E-MAIL ADDRESS: WalnutCreekAMS@heffins.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Starr Indemnity & Liability Company</td> <td style="text-align: center;">38318</td> </tr> <tr> <td>INSURER B: The Insurance Company of the State of PA</td> <td style="text-align: center;">19429</td> </tr> <tr> <td>INSURER C: National Union Fire Insurance Co of Pittsburgh, PA</td> <td style="text-align: center;">19445</td> </tr> <tr> <td>INSURER D: Illinois Union Insurance Company</td> <td style="text-align: center;">27960</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Starr Indemnity & Liability Company	38318	INSURER B: The Insurance Company of the State of PA	19429	INSURER C: National Union Fire Insurance Co of Pittsburgh, PA	19445	INSURER D: Illinois Union Insurance Company	27960	INSURER E:		INSURER F:	
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INSURER A: Starr Indemnity & Liability Company	38318														
INSURER B: The Insurance Company of the State of PA	19429														
INSURER C: National Union Fire Insurance Co of Pittsburgh, PA	19445														
INSURER D: Illinois Union Insurance Company	27960														
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 1363370102**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 <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: </div> <div> <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Ded: 5,000 </div> </div>	Y		MASILSF00008125	8/1/2025	8/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EMPLOYEE BENEFITS \$ 1,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Comp/Coll <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Ded: 5,000	Y		021-44-6242	8/1/2025	8/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			MASILSF00008225	8/1/2025	8/1/2026	EACH OCCURRENCE \$ 2,500,000 AGGREGATE \$ 2,500,000 \$
B	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	WC065437345	10/1/2024	10/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution Liability			COO G22085839 021	8/1/2025	8/1/2026	Ea. Occ/Agg/SIR \$5M/\$5M/\$25,000
D	Professional Liability			COO G22085839 021	8/1/2025	8/1/2026	Ea. Claim/Agg/SIR \$5M/\$5M/\$25,000
A	Hull & Mach/Prot. & Ind/Jones Act			MASIHSE00002125	8/1/2025	8/1/2026	Ea. Occ/Ded \$1M/\$5,000

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

Re: Grand Marina Wharf Repair. City of Alameda, its City Council, boards, commissions, officials, employees, and volunteers are included as an additional insured on General Liability and Automobile Liability policy per the attached endorsement, if required.

DS

Le

9/23/2025

CERTIFICATE HOLDER**CANCELLATION**

City of Alameda
 2263 Santa Clara Avenue
 Alameda, CA 94501

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

AUTHORIZED REPRESENTATIVE

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ENDORSEMENT NO.: **EFFECTIVE: 12:01 A.M., AUGUST 1, 2025**
ATTACHED TO AND FORMING PART OF POLICY NO.:**MASILSF00008125**
OF THE: STARR INDEMNITY & LIABILITY COMPANY
ISSUED TO: POWER ENGINEERING CONSTRUCTION COMPANY, ET AL.

BLANKET PER PROJECT AGGREGATE LIMIT ENDORSEMENT

It is hereby understood and agreed that in consideration of additional premium to be assessed, a per project aggregate limit will be provided for the Named Assured's behalf when required by contract.

Prior to attachment of any per project aggregate limit, Underwriters will receive the information necessary to assess the project in question, and charge a corresponding additional premium.

Further, this policy must be endorsed separately for each per project aggregate limit afforded by this policy.

ALL OTHER TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS REMAIN UNCHANGED.



ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED Power Engineering Construction Co. 1501 Viking Street, Suite 200 Alameda, CA 94501 United States of America
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

Complete Umbrella Policies Information
Policy Term 8/1/2025 to 8/1/2026
1ST LAYER UMBRELLA - Limit: \$4,000,000
Starr Indemnity & Liability Co. (NAIC 38318) Policy # MASILSF00008225

2ND LAYER UMBRELLA - Limit \$5,000,000 x \$4,000,000
Endurance Risk Solutions (NAIC 43630) Policy # OMX10015029505
Ascot Insurance Company (NAIC 23752) Policy # TRL-416917

3RD LAYER UMBRELLA - Limit: \$5,000,000 x \$9,000,000
Starr Indemnity & Liability Co. (NAIC 38318) Policy # MASILSF00008225

4TH LAYER UMBRELLA - Limit: \$10,000,000 x \$14,000,000
Liberty Mutual Insurance Company (NAIC 27154) Policy # SFABUABS007
Starstone National Insurance (NAIC 25496) Policy #MAR00516512P-02

5TH LAYER UMBRELLA - Limit: \$25,000,000 x \$24,000,000
30% U.S. Specialty Insurance Co (NAIC 29599) Policy #CXS12643094
30% Starstone Insurance Policy# MAR00516514P-02
20% Endurance Risk Solutions Assurance Co. (NAIC 43630) Policy #OMX10015250104
20% Liberty Mutual Insurance Co (NAIC 23043) Policy # SFACC8L1005

ENDORSEMENT

This endorsement, effective 12:01 A.M. 08/01/2025 forms a part of

policy No. 021-44-6242 issued to Power Engineering Construction Co.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

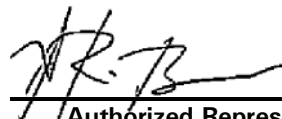
SCHEDULE

ADDITIONAL INSURED:

City of Alameda, its City Council, boards, commissions, officials, employees, and volunteers

I. SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:
 - (1) The coverage and/or limits of this policy, or
 - (2) The coverage and/or limits required by said contract or agreement.



Authorized Representative or
Countersignature (in States Where
Applicable)

POLICY NUMBER: MASILSF000081

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

City of Alameda, its City Council, boards, commissions, officials, employees, and volunteers

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.



Starr Marine
A Division of Starr Indemnity & Liability Company

**POLICY
NUMBER:** **MASILSF00008225**

ASSURED: **POWER ENGINEERING CONSTRUCTION COMPANY, ET AL**

**ASSURED
ADDRESS:** **1501 Viking Street, Suite 200**
Alameda, CA 94501

COVERAGE(S) : **Bumbershoot Liabilities – 1st Layer**

**POLICY
PERIOD:** From: **August 1, 2025, 12:01 A.M. Pacific Standard Time**
To: **August 1, 2026, 12:01 A.M. Pacific Standard Time**

LIMIT(S): **\$4,000,000** Ultimate Net Loss in respect of each occurrence and in the aggregate where applicable, **excess** of scheduled underlying insurances or

\$25,000 Ultimate Net Loss in respect of each occurrence not covered by said underlying insurance

**SELF
INSURED
RETENTION:** **\$25,000** Any One Accident or Occurrence, or amounts recoverable under underlying policies whichever is greater.

PREMIUM:
\$Included Chevron Endorsement
Rejected TRIA

CONDITIONS: Starr Marine's Standard "Bumbershoot" Policy Form.
Including Supplementary Clauses and Amendments.
Endt. 1 - Additional Assured and Waiver of Subrogation Endorsement.
Endt. 2 - Named Assureds.
Endt. 3 - Pollution Limitation Endorsement (Bumbershoot).
Endt. 4 - Oil Pollution Act Disclaimer.
Endt. 5 – Excess Vessel Pollution.
Endt. 6 - Chevron Endorsement – as respects work under Chevron Service Agreement.
Endt. 7 - Blanket Waiver of Subrogation Endorsement.
Endt. 8 – Primary and Non-Contributory Insurance.



Starr Marine
A Division of Starr Indemnity & Liability Company

Endt. 9 – Additional Assureds – WETA, City of Alameda, Alameda Municipal Power
Endt. 10- Additional Assured and Waiver of Subrogation – Bareboat Charter
Endt. 11- Additional Assured and Waiver of Subrogation – Marine Structural Project
Endt. 12 - Treasure Island Project Exclusion
Endt. 13 – AIMU Cyber Exclusion Clause (11/06/2015)
Endt. 14 – Terrorism Exclusion Endorsement (Non-TRIA 2002)
Endt. 15- Terrorism Exclusion (TRIA 2002) Revised.
Endt. 16 – AIMU Communicable Disease Exclusion.
Nuclear Energy Liability Exclusion End. (Broad Form).
AIMU Extended Radioactive Contamination Exclusion Clause with USA End. (3/1/2003).
AIMU Chemical, Biological, Bio-Chemical, and Electromagnetic Exclusion Clause (3/1/2003).
AIMU U.S. Economic and Trade Sanctions Clause.
Workers Compensation Exclusion.
Limit and deductible are inclusive of legal fees and expenses.

THE LIMIT OF LIABILITY AVAILABLE TO PAY SETTLEMENTS OR JUDGMENTS WILL BE REDUCED BY DEFENSE EXPENSES AND SUPPLEMENTARY PAYMENTS AND SUCH EXPENSES AND PAYMENTS WILL BE APPLIED AGAINST ANY DEDUCTIBLE OR RETENTION.

THIS POLICY IS MADE AND ACCEPTED SUBJECT TO the conditions which are hereby specifically referred to and made part of this Policy, together with such other provisions, agreements or conditions as may be endorsed hereon or added hereto; and no officer, agent or other representative of this Company shall have power to waive or be deemed to have waived any provision or condition of this Policy unless such waiver, if any, shall be written upon or attached hereto, nor shall any privilege or permission affecting the insurance under this Policy exist or be claimed by the
General Counsel President

Assured unless so written or attached.

In Witness Whereof, the Company has caused this Policy to be signed by its President and Secretary, but it shall not be valid unless countersigned by a duly authorized representative of the Company.

Countersigned San Francisco, CA

By:.....

The 7th day of August, 2024

Authorized Representative
Starr Indemnity & Liability Company



Starr Marine
A Division of Starr Indemnity & Liability Company

SCHEDULE OF UNDERLYING INSURANCES

COVERAGE	EFF. DATE	LIMIT(S)	CARRIER / POLICY NO.
Commercial Marine Liability	8/1/25-26	\$1,000,000 Each Occurrence \$2,000,000 Gen. Aggregate \$1,000,000 Per & Adv Inj \$2,000,000 Products/CO Agg	Starr Indemnity & Liability Co. Policy No. TBA
Employee Benefits Liability	8/1/25-26	\$1,000,000 Aggregate	Starr Indemnity & Liability Co. Policy No. TBA
Auto Liability	8/1/25-26	\$1,000,000 CSL	National Union Fire Insurance Policy No:021-44-6242
Protection & Indemnity Including Collision Liability	8/1/25-26	\$1,000,000 each vessel each accident or occurrence	Starr Indemnity & Liability Co. Policy No. TBA
Vessel Pollution Liability	8/1/25-26	\$5,000,000 Per Occurrence	Argonaut Ins. Co. Lead (Subscription) through Safe Harbor Pollution Insurance Policy No. V-14661-18
Contractors Pollution Liability excess of Vessel Pollution Policy	8/1/25-26	\$2,000,000 Per Claim \$5,000,000 Aggregate	Illinois Union Ins. Co. Policy No. TBA
Employers Liability	10/1/25-26	\$1MM/\$1MM/\$1MM	National Union Fire Insurance Company of Pittsburgh, PA Policy No: WC65437345
Employers Liability	10/1/25-26	\$1MM/\$1MM/\$1MM	National Union Fire Insurance Company of Pittsburgh, PA Policy No: TBA



Starr Marine
A Division of Starr Indemnity & Liability Company

MARINE EXCESS LIABILITIES ("BUMBERSHOOT") POLICY

In consideration of the payment of premiums and subject to the statements in the Declarations and all the terms, conditions, exclusions and Limits of Liability of this policy, the **Company** agrees with the Named **Assured** as follows:

INSURING AGREEMENT

I. COVERAGE

This policy is to indemnify the **Assured** in respect of the following:

- (a) All Protection and Indemnity risks of whatsoever nature including, but not limited to, those covered by the underlying Protection & Indemnity Insurances or which are absolutely or conditionally undertaken by the United Kingdom Mutual Steam Ship Assurance Association, Limited.
- (b) General Average, Collision Liabilities, Salvage, Salvage Charges and Sue and Labor arising from any cause whatsoever.
- (c) All other sums which the **Assured** shall become legally liable to pay or by contract or agreement become liable to pay in respect of claims made against the **Assured** for damages of whatsoever nature, on account of:
 - i) **Bodily injury;**
 - ii) **Property damage;**
 - iii) **Personal injury;**
 - iv) **Advertising injury**

caused by or arising out of each **occurrence** happening anywhere in the world. Notwithstanding the foregoing this insurance shall not cover liabilities arising by reason of insolvency or inadequacy of capital of the **Assured**.

II. LIMIT OF LIABILITY - UNDERLYING LIMITS

- (a) The Limits of Liability shown in the Declarations and the rules below state the most the **Company** hereon shall pay for all damages covered under this policy regardless of the number of **Assureds**, claims or **suits** brought, persons or organizations making claims or bringing **suits**; or coverages provided under this policy.
- (b) The Each **Occurrence** Limit stated in the Declarations is the most the **Company** hereon shall pay for the sum of all damages arising out of one **Occurrence** that is covered under items I(a), I(b) or I(c) above, including **Defense costs** incurred to defend any **suit** or to investigate any claim.



Starr Marine
A Division of Starr Indemnity & Liability Company

- (c) The Annual Aggregate Limit stated in the Declarations is the most the **Company** hereon shall pay for the sum of all damages and **defense costs** under this policy.

- (d) This policy applies only in excess of:

1. the total applicable limits of the policy or policies of insurance shown in the Schedule of Underlying Insurances; and/or
2. any other applicable insurance, whether or not such limits are collectible; or
3. the retention stated in the Declarations in respect of each **occurrence** not covered by d(1) or d(2) above and not excluded by this policy.

If however, a policy shown in the Schedule of Underlying Insurances forming a part of this policy has a limit of insurance that is:

1. greater than the amount shown in such schedule, this policy will apply in excess of the greater amount; or
2. less than the amount shown in such schedule, this policy will apply in excess of the amount shown in the Schedule of Underlying Insurances forming a part of this policy.

- (e) **UNDERLYING AGGREGATE LIMITS**

1. In the event of reduction or exhaustion of the aggregate limits of liability of any policy shown in the Schedule of Underlying Insurances due to losses incurred thereunder, such underlying insurances shall, for the purpose of this determining coverage under this policy, be deemed to have been reinstated in full, notwithstanding anything herein contained to the contrary. This policy shall not drop down excess of reduced or exhausted underlying aggregate limits.
2. If the underlying insurance as listed in the Schedule of Underlying Insurances contains coverage(s), which are subject to an aggregate limit, the **Company's** liability shall likewise be limited to the Annual Aggregate Limit stated on the Declarations.

- (f) The inclusion hereunder of more than one **Assured** shall not operate to increase the **Company's** limit of liability.

III. PREMIUM

The premium, payable at inception of the policy, shall be the amount stated in item 6 of the Declarations.

IV. EXCLUSIONS

This policy is subject to the exclusions and warranties of any underlying insurance policy(ies) or any other applicable primary policy, as well as the following exclusions and any other exclusions or warranties attached hereto:

A. ABSOLUTE EXCLUSIONS

This insurance shall be free from liability or expense arising:



- (1) from infidelity and/or dishonesty and/or fraud of an **Assured**, or any **employee** or representative of an **Assured** committed individually or in collusion with others;
- (2) from ownership, use or operation of drilling rigs, drilling barges, drilling tenders, platforms, flow lines, gathering stations and/or pipe lines, but this exclusion shall not apply to craft serving the foregoing such as crew, supply, or utility boats, tenders or tugs;
- (3) under the **Employee** Retirement Income Security Act (ERISA);
- (4) because of the violation of any statute, law, ordinance or regulation prohibiting discrimination or humiliation because of race, creed, color, national origin, age and/or sex;
- (5) out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials, oil or other petroleum substance or derivative (including any oil refuse or oil mixed wastes) or other irritants, contaminants or pollutants into or upon land, the atmosphere, or any watercourse or body of water.
- (6) from the failure of the **Assured's products** or work completed by or for the **Assured** to perform the function or serve the purpose intended by the **Assured**, if such failure is due to a mistake or deficiency in any design, formula, plan, specifications, advertising material or printed instructions prepared or developed by any **Assured** except with respect to **bodily injury** or **property damage** as a result of said failure provided such **property damage** or **bodily injury** is insured in an underlying policy scheduled hereon;
- (7) out of the conduct of any partnership or joint venture of which the **Assured** is a partner or member and which is not shown in this policy as a Named **Assured**. When such joint venture or partnership of which the **Assured** is a partner or member is named in this policy as a Named **Assured**, this policy will respond, subject to all terms and conditions, for an amount not exceeding the **Assured's** participation in such partnership or joint venture;
- (8) from any claims based upon any intentional non-compliance by the **Assured** with any statute or regulation unless such claim(s) be for damages occasioned by actual or alleged **bodily injury** (fatal or otherwise) or physical loss of, or damage to, and/or loss of use of tangible property;
- (9) to indemnify any **Assured** in respect of any criminal fines or criminal penalties incurred through the criminal act of that **Assured**.
- (10) With respect to advertising activities to claims against the **Assured**:
 - (a) for failure of performance of contract, but this shall not relate to claims for unauthorized appropriation of ideas based upon alleged breach of an implied contract;
 - (b) by advertising agents of the **Assured**;
 - (c) for infringement of registered trade mark, service mark or trade name by use thereof as the registered trade mark, service mark or trade name of goods or services sold, offered for sale or advertised, but this shall not relate to titles or slogans;
 - (d) for incorrect description of any article or commodity;
 - (e) for mistake in advertised price.
- (11) from any claim(s) or **suit(s)** alleging violation of the anti-trust laws, unfair competition or other acts allegedly in restraint of trade.
- (12) from any stockholder's derivative action(s).

- (13) from claims for non-payment or delay in payment of charter hire; non-payment or delay in payment of loans, mortgages, promissory notes, checks, drafts or other evidences of debt.
- (14) from claims for infringement of patent(s); unauthorized use of trade-mark(s) or trade-name(s); misappropriation of design(s), drawing(s), process(es) or procedure(s) or to claims based on misappropriation of minerals or non-payment of mineral royalties.
- (15) (a) from claims for loss, damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- (b) Nevertheless, this exclusion shall not apply except as provided in (c) below, to liabilities:
 - (i) Arising in connection with vessels owned, chartered, hired or otherwise used by the **Assured**.
 - (ii) Arising out of property of any kind in transit by land, water or air during such periods as would be covered for full War Risks under an insurance covering physical loss of or damage to cargo subject to the Institute War Clauses relevant to the particular form of transit.
 - (iii) Arising out of any waterborne operations.
 - (iv) To seamen.
 - (v) for death of or **bodily injury** to persons of any kind.
- (c) Notwithstanding the provisions of (b) above, the clause set out in (a) above shall apply to the liabilities set out in (b) above:
 - (i) unless sooner applied under the provisions of (ii) and (iii), automatically upon and simultaneously with the outbreak of war (whether there be a declaration of war or not) between any of the following countries: United States of America, United Kingdom (or any other members of the British Commonwealth), France, Russia, the People's Republic of China.
 - (ii) at any time at the **Assured's** request, or by the **Company** giving seven (7) days' written notice to the **Assured**, but in no event shall such notice affect or postpone the operation of the provisions of (i) and (iii). Written notice sent to the **Assured** at his (its) last known address shall constitute a complete notice and such notice mailed to the **Assured**, care of the broker who negotiated this insurance, shall have the same effect as if sent to the said **Assured** direct. The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date and hour of the operation of the clause set out in (a) above shall be seven (7) days from midnight of the day on which such notice was mailed as aforesaid. The **Company** agrees, however, that the clause set out in (a) above shall not apply subject to agreement between the **Company** and the **Assured** prior to the aforesaid effective date and hour as to an additional premium and/or new conditions and/or warranties.
 - (iii) unless sooner terminated under the provisions of (i) or (ii), automatically in respect of an insured vessel if and when such vessel is requisitioned, either for title or use, by the Government of the United States or of the country in which the vessel is owned or registered or of the country in which any such right of requisition is vested.



If, subsequent to the agreement of an additional premium as provided by paragraph (ii) above, either the **Assured** or the **Company** again elect to exercise the option provided therein or paragraphs (i) or (ii) become operative, pro-rata net return of the additional premium paid shall be refunded to the **Assured**. Such return premium will be paid on demand or as soon thereafter as practicable to do so from claims for loss, damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

- (16) *from losses arising from builders guarantee or errors in design. Builders guarantee shall be defined to include warranties with respect to performance specifications, quality of materials, and timeliness of construction.*
- (17) from any obligation of the **Assured** under any No-Fault, Uninsured Motorist or Underinsured Motorist law, or any similar law.
- (18) from any obligation of the **Assured** under any workers' compensation (including, but not limited to, the United States Longshore & Harborworkers Compensation Act), disability benefits or unemployment compensation law, or any similar law. However this exclusion shall not apply with respect to liability of the **Assured** under the Merchant Marine Law of 1920 (the Jones Act), Death on the High Seas Act, general maritime law, Federal Employer's Liability Act (with respect to seamen only) or any similar laws applicable to seamen, for **bodily injury** including death at any time resulting therefrom.
- (19) from any **bodily injury** or **property damage** which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

This policy shall not apply to any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any **Assured** or by any other person or entity.

For the purposes of this policy, "Fungi" shall be defined as any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

ASBESTOS EXCLUSION: It is understood and agreed that this policy shall not apply to any liability for **bodily injury** or **property damage**, including loss of use thereof, arising out of the manufacturing, processing, handling, distribution, sale, application, removal or use of asbestos, or asbestos related product(s).

PROFESSIONAL LIABILITY / ERRORS OR OMISSIONS EXCLUSION: In consideration of the premium charged, it is hereby agreed that this policy shall not apply to any claim or claims arising out of a breach of professional duty by reason of any negligent act, error or omission, malpractice or mistake of a professional nature committed or alleged to have been committed by or on behalf of the **Assured** in the conduct of any of the **Assured's** business activities. Professional services include, but



are not limited to, the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and supervisory, inspection, engineering, or data processing services.

PUNITIVE DAMAGE EXCLUSION: It is understood and agreed that this insurance shall not cover any fines, penalties, punitive damages, treble damages, or any other damages resulting from the multiplication of compensatory damages.

DIRECTORS AND OFFICERS LIABILITY EXCLUSION: In consideration of the premium charged and notwithstanding anything contained herein to the contrary, it is hereby understood and agreed that this policy shall not apply to any claims arising out of or alleged to have arisen from any wrongful act of Directors or Officers in the discharge or performance of their duties as such.

It is further understood and agreed that for the purpose of this policy, wrongful act shall mean any actual or alleged error or misstatement, misleading statement, act or omission, neglect, or breach of duty by the Directors or Officers in the discharge of their duties, individually or collectively, or any matter claimed against them solely by reason of their being Directors or Officers of the **Assured**.

EMPLOYMENT-RELATED PRACTICES EXCLUSION: It is understood and agreed that this insurance shall not cover **bodily injury** or **personal injury** arising out of any refusal to employ, termination or employment, coercion, demotion, evaluation, re-assignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, policies, acts or omissions, or consequential **bodily injury** or **personal injury** as a result thereof.

This exclusion applies whether the **Assured** may be held liable as an employer or in any other capacity and to any obligation to share damages with or to repay someone else who must pay damages because of the injury.

FIDUCIARY LIABILITY EXCLUSION: In consideration of the premium charged and notwithstanding anything therein to the contrary, it is hereby agreed that such coverage as is afforded by this policy shall not apply to any claim or claims arising out of fiduciary liability.

SECURITIES AND FINANCIAL INTEREST EXCLUSION: It is agreed that no coverage under this policy shall apply to any damages arising out of or by reason of,

- a) The purchase, or sale, or offer of sale, or solicitation of any security, debt, bank deposit or financial interest or instrument; or
- b) Any representation made at any time in relation to the price or value of any security, debt, bank deposit or financial interest or instrument; or
- c) Any depreciation or decline in price or value of any security, debt, bank deposit or financial interest or instrument.
- d) Any intentional or unintentional violation of any provision of Federal or State securities laws, including but not limited to the Securities and Exchange Act of 1934 or any amendments or additions thereto.

It is furthermore agreed that the **Company** has no obligation to defend or pay for the defense of any claim that may allege any of the foregoing.



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HEALTH HAZARD EXCLUSION: Notwithstanding anything to the contrary contained herein, this policy shall not apply to any claim or expense (including but not limited to defense cost) arising out of:

- a) **POLYCHLORINATED BIPHENYL (P.C.B.): Bodily injury or personal injury** cause of, damage to or loss of use of property directly or indirectly caused by Polychlorinated Biphenyl. The term PCB as used in this exclusion means Polychlorinated Biphenyl or any derivative thereof.
- b) **SILICA: Bodily injury or personal injury** or loss of, damage to or loss of use of property directly or indirectly caused by Silica.
- c) **LEAD: Bodily injury or personal injury** or loss of, damage to or loss of use of property directly or indirectly caused by lead and/or lead related compounds and/or lead derivatives.

It is further agreed that this policy shall not apply to any liability for **bodily injury or personal injury** and/or **property damage** made by or on behalf of any person or persons directly or indirectly on account of continuous, intermittent or repeated exposures to, ingestion, inhalation, or absorption of, any substances, materials, products, wastes or emissions, noise or environmental disturbance where the **Assured** is or may be liable for any reason including, but not limited to, as a result of the manufacture, production, extraction, sale, handling, utilization, distribution, disposal or creation by or on behalf of the **Assured** of such substances, materials, products, wastes or emissions, noise or environmental disturbance.

Notwithstanding the above, this exclusion shall not apply with respect to the Named **Assured's** liability for **bodily injury** under the Jones Act (46 U.S.C.S. § App. 688 - 2002), provided such coverage is afforded by the underlying Protection & Indemnity policy scheduled herein.

ELECTRONIC DATA EXCLUSION: In no case shall this insurance cover loss, damage, liability, or expense directly or indirectly caused by or contributed to or arising from

- a) any access to or disclosure of any "personally identifiable information" or any person's or organization's confidential information, including, but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, or any other type of nonpublic information; and/or
- b) any action or omission that violates or is alleged to violate any federal, state or local statute that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating, or distribution of any written or electronic material or information.

"Personally identifiable information" shall mean information, whether printed or digital, encrypted or unencrypted, in the care custody or control of any Assured which alone or in conjunction with other information can be used to uniquely identify an individual. However, "personally identifiable information" does not include information which is lawfully available to the general public.

AIMU EXTENDED RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE: In no case shall this insurance cover loss, damage, liability, or expense directly or indirectly caused by or contributed to by or arising from

- 1.1 ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel



- 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

AIMU CHEMICAL, BIOLOGICAL, BIO-CHEMICAL, AND ELECTROMAGNETIC EXCLUSION CLAUSE: In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to or arising from an actual or threatened act involving a chemical, biological, bio-chemical or electromagnetic weapon, device, agent or material when used in an intentionally hostile manner.

AIMU U.S. ECONOMIC AND TRADE SANCTIONS CLAUSE: Whenever coverage provided by this policy would be in violation of any U.S. economic or trade sanctions such as, but not limited to, those sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), such coverage shall be null and void.

Similarly, any coverage relating to or referred to in any certificates or other evidences of insurance or any claim that would be in violation of U.S. economic or trade sanctions as described above shall also be null and void.

NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM): It is agreed that this policy does not apply:

A. to **bodily injury** or **property damage**:

- (1) with respect to which an **Assured** under this policy is also an **Assured** under a Nuclear Energy Liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability the **Company** or Nuclear Insurance Association of Canada, or would be an **Assured** under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) resulting from the hazardous properties of nuclear material and with respect to which (A) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954 or any law amendatory thereof, or (B) the **Assured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. to any payments relating to first aid or to expenses incurred with respect to **bodily injury** resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

C. to **bodily injury** or **property damage** resulting from the hazardous properties of nuclear material, if



- (1) The nuclear material (A) is at any nuclear facility owned by or operated by or on behalf of an **Assured** or (B) has been discharged or dispersed therefrom;
- (2) The nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or behalf of an **Assured**; or
- (3) The **bodily injury** or **property damage** arises out of the furnishing by an **Assured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to **property damage** to such nuclear facility and any property thereat.

As used in this exclusion:

"Hazardous Properties" means radioactive, toxic or explosive properties;

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

"Source Material", "Special Nuclear Material" and "By-Product Material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

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

"Waste" means any waste material (A) containing by-product material other than the tailings or waste produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, and (B) resulting from the operation by any person or organization of any nuclear facility included under the first two paragraphs of the definition of nuclear facility;

"Nuclear Facility" means

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

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

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

property damage includes all forms of radioactive contamination of property.



B. CONDITIONAL EXCLUSIONS

This insurance does not apply to liability arising out of the following activities of the **Assured** unless coverage is provided in an underlying policy scheduled in Item 7 of the Declarations hereon, and then coverage hereunder shall only operate as excess of such coverage:

- (1) from operation, ownership, use of any **automobile** or **aircraft**;
- (2) from any **employee** with respect to **personal injury** to or death of another **employee** of the same employer injured in the course of such employment;
- (3) from any liability for **property damage** to real and/or personal property
 - (a) owned or occupied by or rented to the **Assured**,
 - (b) used by the **Assured** or,
 - (c) in the care, custody or control of the **Assured** or as to which the **Assured** is for any purpose exercising physical control.
- (4) from any liability assumed by the **Assured** under any contract or agreement;
- (5) arising out of goods or products manufactured, sold, handled or distributed by the **Assured** or by others trading under his name (hereinafter called The **Assured's Products**) if the **occurrence** occurs after possession of such goods or products has been relinquished to others by the **Assured** or by others trading under his name and if such **occurrence** occurs away from premises owned, rented or controlled by the **Assured**; provided such goods or products shall be deemed to include any container thereof, other than a vehicle, but shall not include any vending machine or any property, other than such container, rented to or located for use of others but not sold;
- (6) arising out of operations, if the **occurrence** occurs after such operations have been completed or abandoned and occurs away from premises owned, rented or controlled by the **Assured**; provided that operations shall not be deemed incomplete because improperly or defectively performed or because further operations may be required pursuant to an agreement; provided further the following shall not be deemed to be "operations" within the meaning of this paragraph:
 - (a) pick-up or delivery, except from or onto a railroad car;
 - (b) the maintenance of vehicles owned or used by or in behalf of the **Assured**;
 - (c) the existence of tools, uninstalled equipment and abandoned or unused materials.
- (7) to any claim(s) made by any National, State or Local Government sub-divisions or agencies thereof,
- (8) from any liability for **bodily injury**, sickness, disease, disability or shock, including death at any time resulting therefrom, and if arising out of the foregoing, mental anguish or mental injury, sustained by any **employee** of the **Assured** and arising out of and in the course of his employment by the **Assured**.
- (9) from any liability for **bodily injury** or **property damage** for which the **Assured** may be held liable by reason of:
 - a) causing or contributing to the intoxication of any person;
 - b) the furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or



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- c) any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.
- (10) from any liability under the Jones Act (Merchant Marine Act of 1920), Death on the High Seas Act, general maritime law, Federal Employer's Liability Act (with respect to seamen only) or any similar laws applicable to seamen for **bodily injury** including death at any time resulting therefrom.

V. CONDITIONS

A. **GEOGRAPHICAL LIMITS**

This policy covers the operations of the **Assured** anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.

B. **CROSS LIABILITY**

In the event of one of the **Assureds** incurring liability to any other of the **Assureds**, this policy shall cover the **Assured** against whom claim is or may be made in the same manner as if separate Policies had been issued to each **Assured**, but only to the extent that such coverage is provided by the applicable Underlying insurance(s) scheduled herein. Nothing contained herein shall operate to increase the **Company's** limit of liability as set forth in Insuring Agreement II.

C. **IN-REM**

It is understood and agreed that a claim otherwise covered by the terms of this Insurance and brought "In Rem" shall be treated as a claim against the **Assured** provided however, nothing in this clause shall be construed as affording coverage to any interest other than the **Assured**.

D. **NOTICE OF OCCURRENCE**

Whenever the **Assured** has information from which the **Assured** may reasonably conclude that an **occurrence** covered hereunder involved injuries or damages which in the event that the **Assured** should be held liable, is likely to involve this policy, notice shall be sent to:

Sedwick.
Attn: Senior Hull and Liability Adjuster
120 Broadway - Suite 900
New York, NY 10271

as soon as practicable, provided, however, that failure to notify the above firm of any **occurrence** which at the time of its happening did not appear to involve this policy, but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.

E. **ASSISTANCE AND CO-OPERATION**

The **Company** shall not be called upon to assume charge of the settlement or defense of any claim made or **suit** brought or proceeding instituted against the **Assured**, but the **Company** shall have the right and shall be given the opportunity to associate with the **Assured** or the **Assured's** Underlying Insurers, or both, in the defense and control of any claim, **suit** or proceeding relative to an **occurrence**



where the claim or **suit** involves or appears reasonably likely to involve the **Company**, in which event the **Assured**, the Underlying Insurers and the **Company** shall cooperate in all things in the defense of such claim, **suit** or proceeding.

F. APPEALS

In the event the **Assured** or the **Assured's** Underlying Insurers elect not to appeal a judgment in excess of the Underlying Limit, the **Company** may elect to make such appeal at their cost and expense, and shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall the liability of the **Company** exceed the amount set forth in Insuring Agreement II for any one **occurrence** and in addition the cost and expense of such appeal plus the taxable costs and disbursements and interest incidental thereto.

G. BANKRUPTCY OR INSOLVENCY

In the event of the bankruptcy or insolvency of the **Assured**, any entity comprising the **Assured**, or any underlying insurer, the insurance afforded under this policy shall apply only in excess of the **Underlying Limits** and the **Assured's Retention** as if such insolvency or bankruptcy had not occurred. Under no circumstances shall the **Company** be required to drop down and assume the obligations of the **Assured** or any underlying insurer.

H. PRIOR INSURANCE AND NON-CUMULATION OF LIABILITY

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess policy issued to the **Assured** prior to the inception date hereof, the limit of liability hereon as stated in Item II. of the Declarations shall be reduced by any amounts due to the **Assured** on account of such loss under such prior insurance.

I. OTHER INSURANCE

If other valid and collectible insurance with any other Insurer is available to the **Assured** covering a loss also covered by this policy, other than insurance that is in excess of the insurance afforded by this policy, the insurance afforded by this policy shall be in excess of and shall not contribute with such other insurance, either as double insurance or otherwise. Nothing herein shall be construed to make this policy subject to the terms, conditions and limitations of other insurance.

J. SUBROGATION

If any **Assured** has rights to recover all or part of any payment the **Company** has made under this policy, those rights are transferred to the **Company**. The **Assured** must do nothing after the loss to impair these rights and must help the **Company** enforce them.

Any recoveries will be applied as follows:

- a) any person or organization, including the **Assured**, that has paid an amount in excess of the applicable Limit of Liability of this policy will be reimbursed first;
- b) the **Company** will then be reimbursed up to the amount it has paid; and
- c) lastly, any person or organization, including the **Assured**, that has paid an amount over which this policy is excess is entitled to claim the remainder.

Expenses incurred in the exercise of rights of recovery will be apportioned among the any persons or organizations, including the **Assured**, in the ratio of their respective recoveries as finally settled.



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If, prior to the time of an **occurrence**, the **Assured** and the insurer of Scheduled Underlying Insurance waive any right of recovery against a specific person or organization for injury or damage as required under an **insured contract**, the **Company** will also waive any rights they may have against such person or organization.

K. ASSIGNMENT

Assignment of interest under this policy shall not bind the **Company** until their consent is endorsement hereon.

L. CURRENCY

The premiums and losses under this policy are payable in United States currency.

M. MAINTENANCE OF UNDERLYING INSURANCE

(1) It is a condition of this policy that the policy or Policies referred to in the Schedule of Underlying Insurances set forth in Item 7 of the Declarations shall be maintained in full effect during the currency of this policy except for any reduction of the aggregate limit or limits contained therein solely by payment of claims in respect of accidents and/or **occurrences** to which this policy applies, occurring during the period of this policy.

(2) Inadvertent failure of the **Assured** to comply with (a) above or inadvertent failure to notify the **Company** of any changes in the Underlying Insurances shall not prejudice the **Assured's** rights of recovery under this policy but in the event of such failure, the **Company** to be liable only to the same extent as they would have been had the **Assured** complied with the said condition.

(3) The insolvency, bankruptcy, receivership or refusal or inability to pay of the **Assured** and/or any insurer shall not operate to reduce or deplete any underlying limit nor shall it increase any Underwriter's share of the Limit of Liability set forth in Item 5. Limit of Liability.

N. CHANGES IN UNDERLYING TERMS AND CONDITIONS

It is agreed that the **Assured** shall give the **Company** written notice as soon as practicable of any change in the scope of coverage or in the amount of any Underlying Insurer's policy.

O. ASSISTANCE AND CO-OPERATION

The **Company** shall not be called upon to assume charge of the settlement or defense of any claim made or **suit** brought or proceeding instituted against the **Assured**, but the **Company** shall have the right and shall be given the opportunity to associate with the **Assured** or the **Assured's** Underlying Insurers, or both, in the defense and control of any claim, **suit** or proceeding relative to an **occurrence** where the claim or **suit** involves or appears reasonably likely to involve the **Company**, in which event the **Assured**, the Underlying Insurers and the **Company** shall cooperate in all things in the defense of such claim, **suit** or proceeding.

P. APPEALS

In the event the **Assured** or the **Assured's** Underlying Insurers elect not to appeal a judgment in excess of the Underlying Limit, the **Company** may elect to make such appeal at their cost and expense, and shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall the liability of the **Company** exceed the amount set forth in Insuring Agreement II for any one **occurrence** and in addition the cost and expense of such appeal plus the taxable costs and disbursements and interest incidental thereto.



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Q. INCLUSION OF ADDITIONAL ASSURED(S) AND/OR LOSS PAYEE(S)

Wherever additional **Assureds** or loss payees are added to this policy it is specifically agreed:

- 1) Such additional **Assureds** or loss payees are included only with respect to such activities insured by this policy as would exist in the absence of the naming of additional **Assureds** or loss payees and coverage hereunder shall in no way be considered extended by the inclusion of additional **Assureds** or loss payees.
- 2) The inclusion of additional **Assureds** or loss payees in no way increases the limit of liability hereunder.
- 3) In the event of cancellation or change in policy coverage unless specifically endorsed in writing to the contrary hereon, no obligation is imposed on the **Company** to send notice of cancellation or change of coverage to an additional **Assured** or loss payee and notice to the original Named **Assured** shall discharge all obligations of the **Company** hereunder. The **Company** shall not be required to notify additional Named **Assured** or loss payees of any cancellation received from the original **Assured** hereon.

R. SPECIAL CONDITIONS APPLICABLE TO OCCUPATIONAL DISEASE

With respect to **bodily injury** by occupational disease sustained by any **employee** of the **Assured**, this policy is subject to the same warranties, terms and conditions (except as regards the premium, the amounts and limits of liability, the renewal agreement, if any and the Asbestos and Health Hazards exclusions contained elsewhere herein) as are contained in or as may be added to the underlying insurance prior to the happening of an **occurrence** for which claim is made hereunder.

S. FINANCIAL RESPONSIBILITY

This insurance does not constitute evidence of financial responsibility under the Oil Pollution Act of 1990 or any similar federal, state, or local law and it is a condition of this insurance that it shall not be submitted to the United States Coast Guard or any other federal, state, or local agency as evidence of financial responsibility. The **Company** does not consent to be a guarantor.

T. CANCELLATION

This policy may be canceled by the First Named **Assured** by mailing to the **Company** written notice when thereafter such cancellation shall be effective. This policy may be canceled by the **Company** by mailing to the First Named **Assured** at his last known address written notice stating when, not less than **thirty (30) days** thereafter, such cancellation shall be effective; except in event of non payment of premium, only ten (10) days notice in writing to the First Named **Assured** is required. Such notice sent to the First Named **Assured** in the care of the broker or agent who negotiated this policy shall have the same effect as if sent directly to the First Named **Assured**.

If cancellation is at the **Assured's** option, the **Company** will return a **short-rate return premium**; if cancellation is at the **Company's** option, pro rata unearned premium will be returned as soon as practicable.

VI. DEFINITIONS

Advertising injury means injury arising out of one or more of the following offenses:



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- (A) Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- (B) Oral or written publication of material that violates a person's right of privacy;
- (C) Misappropriation of advertising ideas or style of doing business; or
- (D) Infringement of copyright, title, trade dress or slogan in the **Assured's** advertising.

Aircraft shall mean any heavier than air or lighter than air **aircraft** designed to transport persons or property

Assured, wherever used in this policy, includes not only the Named **Assured** but also:

- (A) any executive officer, director, partner, stockholder or **employee** of the Named **Assured**, while acting in his capacity as such;
- (B) with respect to any **automobile** owned by the Named **Assured** or hired for use in behalf of the Named **Assured** or to any **aircraft** owned by the Named **Assured** or hired for use in behalf of the Named **Assured**, any person while using such **automobile** or **aircraft** and any person or organization legally responsible for the use thereof, provided the actual use of the **automobile** or **aircraft** is with the permission of the Named **Assured**. The insurance extended by this sub-division (c), with respect to any person or organization other than the Named **Assured**, shall not apply:

- 1) to any person or organization, or to any agent or **employee** thereof operating an **automobile** repair shop, public garage, sales agency, service station, or public parking place, with respect to any **occurrence** arising out of the operation thereof;
- 2) to any manufacturer of **aircraft**, engines, or aviation accessories, or any aviation sales or service or repair organization or airport or hangar operator or their respective **Employees** or agents, with respect to any **occurrence** arising out of the operation thereof;

with respect to any hired **automobile** or **aircraft**, to the owner thereof or any **employee** of such owner.

- (C) any person, organization, trustee or estate to whom the Named **Assured** is obligated by virtue of a written contract or agreement to provide insurance such as is afforded by this policy, shall be an Additional **Assured** hereunder, but only with respect to operations conducted by or on behalf of the Named **Assured** and provided always that the ALL of following terms and conditions shall apply:

- 1) The insurance afforded to such Additional **Assured** only applies to the extent permitted by law;
- 2) The written contract or agreement requiring the providing of insurance to the Additional **Assured** was executed prior to any occurrence to which this clause would apply.

Unless specifically required by a written contract executed prior to any occurrence, coverage afforded under this clause (C) shall not apply to claims alleging negligence or any other fault on the part of the Additional **Assured**.

- 3) such Additional **Assured** under this policy has also been included as an Additional **Assured** by a policy shown in the Schedule of Underlying Insurance;
- 4) In no event will the insurance afforded to an Additional **Assured** be broader than,
 - a) that which the Named **Assured** is required by the written contract or agreement to provide for such Additional **Assured**; and



- b) that coverage which is afforded to such Additional Assured by the Scheduled Underlying insurances.
- 5) The most the Company will pay on behalf of the Additional Assured is the amount of insurance:
- a) required by the written contract or agreement; or
 - b) available under the applicable Limit of Liability shown in the Declarations;
- whichever is less.

Automobile means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But **automobile** does not include **mobile equipment**.

Bodily injury means **bodily injury**, sickness or disease sustained by a person, including death resulting from any of these at any time.

Company means the insurance company named in Item 4 of the Declarations.

Defense costs means the legal and investigative costs, fees, and expenses, including attorneys' fees, which are incurred in the process of handling a claim presented under this policy. **Defense costs** do not include salaries and expenses of the **Company's employees**, other than employed attorneys, or salaries and expenses of the **Assured's employees**.

Employee includes a **leased worker**. **Employee** does not include a **temporary worker**.

Insured contract means:

- (A) A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to **Assured** or temporarily occupied by **Assured** with permission of the owner is not an **insured contract**;
- (B) A sidetrack agreement;
- (C) Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- (D) An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- (E) An elevator maintenance agreement;
- (F) That part of any other contract or agreement pertaining to the **Assured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which **Assured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for **bodily injury** or **property damage** arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:



- (a) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the **Assured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the **Assured's** rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

Leased worker means a person leased to the **Assured** by a labor leasing firm under an agreement between the **Assured** and the labor leasing firm, to perform duties related to the conduct of the **Assured's** business. **Leased worker** does not include a **temporary worker**.

Mobile equipment means any of the following types of land vehicles, including any attached machinery or equipment:

- (A) Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- (B) Vehicles maintained for use solely on or next to premises the **Assured** owns or rents;
- (C) Vehicles that travel on crawler treads;
- (D) Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - 1) Power cranes, shovels, loaders, diggers or drills; or
 - 2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- (E) Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - 1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - 2) Cherry pickers and similar devices used to raise or lower workers;
- (F) Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- 1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on **automobile** or truck chassis and used to raise or lower workers; and



- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

Occurrence means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

In the event of continuing or progressively deteriorating damage over any length of time, such damage shall be deemed to be one **occurrence**, and shall be deemed to occur only when such damage first commences.

Personal injury means injury, other than **bodily injury**, arising out of one or more of the following offenses:

- (A) False arrest, detention or imprisonment;
- (B) Malicious prosecution;
- (C) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
- (D) Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
- (E) Oral or written publication of material that violates a person's right of privacy.

Property damage means:

- (A) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- (B) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it.

Tangible Property shall not mean computerized or electronically stored data or software.

Short-rate return premium shall be defined to mean the amount obtained by multiplying the pro rata return premium times 90%.

Suit means a civil proceeding in which damages because of **bodily injury**, **property damage**, **personal injury** or **advertising injury** to which this insurance applies are alleged. **Suit** includes:

- (A) An arbitration proceeding in which such damages are claimed and to which the **Assured** must submit or does submit with the **Company's** consent; or
- (B) Any other alternative dispute resolution proceeding in which such damages are claimed and to which the **Assured** submits with the **Company's** consent.

Temporary worker means a person who is furnished to the **Assured** to substitute for a permanent employee on leave or to meet seasonal or short-term workload conditions

The **Assured's product** means:

- (A) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - 1) The **Assured**;



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- 2) Others trading under the **Assured's** name; or
- 3) A person or organization whose business or assets the **Assured** has acquired; and
- (B) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

The **Assured's product** includes:

- A) warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of the **Assured's product**; and
- B) The providing of or failure to provide warnings or instructions.

The **Assured's product** does not include vending machines or other property rented to or located for the use of others but not sold.

The **Assured's work** means:

- (A) Work or operations performed by the **Assured** or on the **Assured's** behalf; and
- (B) Materials, pads or equipment furnished in connection with such work or operations.

The **Assured's work** includes:

- (A) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of the **Assured's work**; and
- (B) The providing of or failure to provide warnings or instructions.

ALL OTHER TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS REMAIN UNCHANGED.

ENDORSEMENT NO.: 1 **EFFECTIVE: AUGUST 1, 2025, 12:01 A.M., PST**
ATTACHED TO AND FORMING PART OF POLICY NO.: MASILSF00008225.
OF THE: STARR INDEMNITY & LIABILITY COMPANY.
ISSUED TO: POWER ENGINEERING CONSTRUCTION COMPANY, ET AL.

ADDITIONAL ASSURED AND WAIVER OF SUBROGATION ENDORSEMENT

It is hereby understood and agreed that *The City and County of San Francisco and the San Francisco Port Commission and Their Respective Officers, Directors, Employees and Agents* are named as an Additional Assureds under this policy, and this Company waives its rights of subrogation against this Additional Assured.



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It is further agreed that to the extent that the Named Assured is obligated by written contract to name any person or organization as additional assures hereunder, the Company agrees that such persons or organizations shall be considered as Additional Assures but only with respect to operations performed by on behalf of the Named Assured or to the facilities of or used by the Named Assured.

It is agreed that the Company waives its right of subrogation against any person or organization to whom the Named Assured is obligated by written contract to provide such waiver, but only to the extent of such obligation and only with respect to operations by or on behalf of the Named Assured or to the facilities of or used by the Named Assured.

ALL OTHER TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS REMAIN UNCHANGED.



Starr Marine
A Division of Starr Indemnity & Liability Company

ENDORSEMENT NO.: 2 **EFFECTIVE: AUGUST 1, 2025; 12:01 A.M., PST.**
ATTACHED TO AND FORMING PART OF POLICY NO.: MASILSF00008225.
OF THE: STARR INDEMNITY & LIABILITY COMPANY.
ISSUED TO: POWER ENGINEERING CONSTRUCTION COMPANY, ET AL.

NAMED ASSUREDS

In consideration of the premium charged, the Named Assureds hereunder are as follows:

Power Engineering Construction Company
Power Engineering Contractors, Inc.
Clari Engineering, Inc.
Pike Properties, LLC

ALL OTHER TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS REMAIN UNCHANGED.



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ENDORSEMENT NO.: 3 **EFFECTIVE:** AUGUST 1, 2025; 12:01 A.M., PST.
ATTACHED TO AND FORMING PART OF POLICY NO.: MASILSF00008225.
OF THE: STARR INDEMNITY & LIABILITY COMPANY.
ISSUED TO: POWER ENGINEERING CONSTRUCTION COMPANY, ET AL.

POLLUTION LIMITATION ENDORSEMENT (BUMBERSHOOT)

Notwithstanding any other provision of this policy or of any underlying insurance, this policy of insurance is not evidence of financial responsibility under the Oil Pollution Act of 1990 or any similar Federal or State Laws. Any showing or offering of this policy by the Assured as evidence of insurance shall not be taken as any indication that the Underwriters consent to act as guarantor or to be sued directly in any jurisdiction whatsoever. The Underwriters DO NOT CONSENT TO BE GUARANTORS OR SUED DIRECTLY.

It is hereby understood and agreed the "Bumbershoot Supplementary Clauses, II. ABSOLUTE EXCLUSIONS (e)" is deleted and the following shall apply:

Notwithstanding anything to the contrary, this policy shall not apply to any claim arising directly or indirectly in consequence of the discharge, dispersal, release, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials, oil or other petroleum substance or derivative (including any oil refuse or oil mixed wastes) or other irritants, contaminants or pollutants into or upon land, the atmosphere, or any watercourse or body of water.

This exclusion shall not apply, however, provided that the assured establishes that all of the following conditions have been met:

- (1) the discharge, dispersal, release or escape was accidental and was neither expected nor intended by the assured. A discharge, dispersal, release or escape shall not be considered unintended or unexpected unless caused by some intervening event neither foreseeable nor intended by the assured.
- (2) the discharge, dispersal, release or escape can be identified as commencing at a specific time and date during the term of the policy.
- (3) the discharge, dispersal, release or escape became known to the assured within 72 hours after its commencement.
- (4) the discharge, dispersal, release or escape was reported in writing to these underwriters within 30 days after having become known to the assured.
- (5) the discharge, dispersal, release or escape did not result from the assured's intentional and willful violation of any government statute, rule or regulation.



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- (6) the discharge, dispersal, release or escape is covered by the underlying insurance as listed in the Schedule of Underlying Insurance, for the full limits shown therein, and then only for such hazards for which coverage is afforded under said Underlying Insurance.

Nothing contained in this endorsement shall operate to provide any coverage with respect to:

- (1) loss of, damage to or loss of use of property directly or indirectly resulting from subsidence caused by subsurface operations of the assured;
- (2) removal of, loss of or damage to subsurface oil, gas or any other substance;
- (3) fines, penalties, punitive damages, exemplary damages, treble damages or any other damages resulting from the multiplication of compensatory damages;
- (4) any site or location used in whole or in part for the handling, processing, treatment, storage, disposal or dumping of any waste materials or substances or the transportation of any waste materials or substances.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the policy except as hereinabove set forth.

ALL OTHER TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS REMAIN UNCHANGED.



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ENDORSEMENT NO.: 4 **EFFECTIVE: AUGUST 1, 2025; 12:01 A.M. PST.**
ATTACHED TO AND FORMING PART OF POLICY NO.: MASILSF00008225.
OF THE: STARR INDEMNITY & LIABILITY COMPANY.
ISSUED TO: POWER ENGINEERING CONSTRUCTION COMPANY, ET AL.

OIL POLLUTION ACT DISCLAIMER

Notwithstanding any other provision of this policy or of any underlying insurance, this policy of insurance is not evidence of financial responsibility under the Oil Pollution Act of 1990 or any similar Federal or State Laws. Any showing or offering of this policy by the Assured as evidence of insurance shall not be taken as any indication that the Underwriters consent to act as guarantor or to be sued directly in any jurisdiction whatsoever. **The Underwriters DO NOT CONSENT TO BE GUARANTORS OR SUED DIRECTLY.**

ALL OTHER TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS REMAIN UNCHANGED.



Starr Marine
A Division of Starr Indemnity & Liability Company

ENDORSEMENT NO.: 5 EFFECTIVE: AUGUST 1, 2025; 12:01 A.M. PST.
ATTACHED TO AND FORMING PART OF POLICY NO.: MASILSF00008225.
OF THE: STARR INDEMNITY & LIABILITY COMPANY.
ISSUED TO: POWER ENGINEERING CONSTRUCTION COMPANY, ET AL.

EXCESS VESSEL POLLUTION

Contractors Pollution Liability as per Policy No. COO G22085839 012 of the Illinois Union Insurance Company is excess of the Vessel Pollution Liability through Safe Harbor Pollution Insurance but applicable only to the use, maintenance or operation of watercraft scheduled under that policy subject to a limit of \$2,000,000 Per Claim and \$5,000,000 Aggregate Limit.

ALL OTHER TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS REMAIN UNCHANGED.



Starr Marine
A Division of Starr Indemnity & Liability Company

ENDORSEMENT NO.: 6 EFFECTIVE: AUGUST 1, 2025; 12:01 A.M. PST.
ATTACHED TO AND FORMING PART OF POLICY NO.: MASILSF00008225.
OF THE: STARR INDEMNITY & LIABILITY COMPANY.
ISSUED TO: POWER ENGINEERING CONSTRUCTION COMPANY, ET AL.

CHEVRON ENDORSEMENT

Effective from inception and in consideration of an additional premium of **\$INCLUDED**, it is understood and agreed that the limit of liability herein is \$14,000,000, subject to the following conditions:

The increased limit shall only apply to Excess Protection & Indemnity, including Excess Collision Liability, in respect of vessels insured under underlying Policy MASIHSF00002120 and only in respect of work undertaken by the Named Assured under Chevron Corporation's Master Products and Services Agreement.

ALL OTHER TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS REMAIN UNCHANGED.



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A Division of Starr Indemnity & Liability Company

ENDORSEMENT NO.: 7 **EFFECTIVE:** AUGUST 1, 2025; 12:01 A.M. PST.
ATTACHED TO AND FORMING PART OF POLICY NO.: MASILSF00008225.
OF THE: STARR INDEMNITY & LIABILITY COMPANY.
ISSUED TO: POWER ENGINEERING CONSTRUCTION COMPANY, ET AL.

BLANKET WAIVER OF SUBROGATION ENDORSEMENT

It is understood and agreed that the Company waives its right of subrogation against any person or organization to whom the Named Assured is obligated by written contract to provide such waiver, but only to the extent of such obligation and only with respect to operations by or on behalf of the Named Assured or to the facilities of or used by the Named Assured.

ALL OTHER TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS REMAIN UNCHANGED.



Starr Marine
A Division of Starr Indemnity & Liability Company

ENDORSEMENT NO.: 8 EFFECTIVE: AUGUST 1, 2025; 12:01 A.M. PST.
ATTACHED TO AND FORMING PART OF POLICY NO.: MASILSF00008225.
OF THE: STARR INDEMNITY & LIABILITY COMPANY.
ISSUED TO: POWER ENGINEERING CONSTRUCTION COMPANY, ET AL.

PRIMARY AND NON-CONTRIBUTORY INSURANCE

It is understood and agreed that, when required by a written contract, this policy shall be the principal coverage as respects the liabilities of the Named Assured and any other insurance carried by an Additional Assured shall not be contributory as respects the liabilities of the Named Assured, nor shall the Additional Assured be responsible for any premium here under

ALL OTHER TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS REMAIN UNCHANGED.



Starr Marine
A Division of Starr Indemnity & Liability Company

ENDORSEMENT NO.: 9 **EFFECTIVE:** AUGUST 1, 2025; 12:01 A.M. PST.
ATTACHED TO AND FORMING PART OF POLICY NO.: MASILSF00008225.
OF THE: STARR INDEMNITY & LIABILITY COMPANY.
ISSUED TO: POWER ENGINEERING CONSTRUCTION COMPANY, ET AL.

ADDITIONAL ASSUREDS – WETA, CITY OF ALAMEDA, ALAMEDA MUNICIPAL POWER

The following entities are named as Additional Assureds with Waiver of Subrogation

- 1.) The San Francisco Bay Area Water Emergency Transportation Authority and its respective directors, officers, employees, volunteers and agents while acting in such capacity, and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally;
- 2.) The City of Alameda and their commissions, boards, departments, as they now, or as they may hereafter be constituted, singly, jointly or severally; and
- 3.) Alameda Municipal Power and its officers, agents, and employees, or as they are now, or as they may hereafter be constituted, singly, jointly or severally.

NOTICE OF CANCELLATION

In the event of cancellation of this insurance, 30 days' written notice shall be given to the above listed Additional Assureds, except 10 days' notice shall be given in the event of non-payment premium.

CROSS LIABILITY

This policy shall apply separately to each insured hereunder in the same manner as if separate policies had been issued to each, but this shall not operate to increase Underwriter's limit of liability for each occurrence as stated herein.

ALL OTHER TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS REMAIN UNCHANGED.



Starr Marine
A Division of Starr Indemnity & Liability Company

ENDORSEMENT NO.: 10 **EFFECTIVE:** AUGUST 1, 2025; 12:01 A.M. PST.
ATTACHED TO AND FORMING PART OF POLICY NO.: MASILSF00008225.
OF THE: STARR INDEMNITY & LIABILITY COMPANY.
ISSUED TO: POWER ENGINEERING CONSTRUCTION COMPANY, ET AL.

ADDITIONAL ASSURED AND WAIVER OF SUBROGATION ENDORSEMENT WITH RESPECT TO:
BAREBOAT CHARTER AGREEMENT WITH REGARDS TO CRANE BARGE 1, 99' X 88' X 10'

It is hereby understood and agreed that the following *Services* is hereby named as an Additional Assured under this policy:

California Engineering Contractors, Inc.
20 Happy Valley Road, Pleasanton, CA 94566

It is agreed that the Company waives its right of subrogation against any person or organization to whom the Named Assured is obligated by written contract to provide such waiver, but only to the extent of such obligation and only with respect to operations by or on behalf of the Named Assured or to the facilities of or used by the Named Assured.

It is further agreed that to the extent that the Named Assured is obligated by written contract to name any person or organization as additional assures hereunder, the Company agrees that such persons or organizations shall be considered as Additional Assures but only with respect to operations performed by on behalf of the Named Assured or to the facilities of or used by the Named Assured.

In the event this insurance is cancelled by the Company, the Company shall give 30 days written notice to the notice holder below, except 10 days written notice shall be given in the event of non-payment of premium:

ALL OTHER TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS REMAIN UNCHANGED.



Starr Marine
A Division of Starr Indemnity & Liability Company

ENDORSEMENT NO.: 11 **EFFECTIVE: AUGUST 1, 2025; 12:01 A.M. PST.**
ATTACHED TO AND FORMING PART OF POLICY NO.: MASILSF00008225.
OF THE: STARR INDEMNITY & LIABILITY COMPANY.
ISSUED TO: POWER ENGINEERING CONSTRUCTION COMPANY, ET AL.

ADDITIONAL ASSURED AND WAIVER OF SUBROGATION ENDORSEMENT WITH RESPECT TO:
MARINE STRUCTURAL PROJECT IV (PIER 29 & 31.5 SUBSTRUCTURE REPAIR)

It is hereby understood and agreed that *The City and County of San Francisco and the San Francisco Port Commission, and all authorized agents and representative, and members, directors, officers, trustees, agents and employees of any of them. And COWI Marine North America, Hornblower Yachts; San Francisco Pier 33 LLC; SP Plus-Hyde Parking JV; Jamestown/JPPF; Metro Cruise Services*

is hereby named as an Additional Assured under this policy, and this Insurer hereby waives its rights of subrogation against this Additional Assured.

It is agreed that the Company waives its right of subrogation against any person or organization to whom the Named Assured is obligated by written contract to provide such waiver, but only to the extent of such obligation and only with respect to operations by or on behalf of the Named Assured or to the facilities of or used by the Named Assured.

It is further agreed that to the extent that the Named Assured is obligated by written contract to name any person or organization as additional assures hereunder, the Company agrees that such persons or organizations shall be considered as Additional Assures but only with respect to operations performed by on behalf of the Named Assured or to the facilities of or used by the Named Assured.

This policy shall provide (30) days' advance written notice to the Port of San Francisco of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City Port of San Francisco. Notices shall be sent to:

Contract Administrator
Port of San Francisco
ATTN: Engineering Division
Pier 1, The Embarcadero
San Francisco, CA 94111.

ALL OTHER TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS REMAIN UNCHANGED.



Starr Marine
A Division of Starr Indemnity & Liability Company

ENDORSEMENT NO.: 12 **EFFECTIVE:** AUGUST 1, 2025; 12:01 A.M. PST.
ATTACHED TO AND FORMING PART OF POLICY NO.: MASILSF00008225.
OF THE: STARR INDEMNITY & LIABILITY COMPANY.
ISSUED TO: POWER ENGINEERING CONSTRUCTION COMPANY, ET AL.

TREASURE ISLAND PROJECT EXCLUSION

In consideration of an Additional Premium of **\$Included.** it is hereby understood and agreed that effective **August 1st, 2020**, this endorsement modifies insurance provided under the policy to which this is attached:

This policy does not cover any exposures arising from the Treasure Island Terminal Project. Such exposures are specifically covered under the Treasure Island Bumbershoot Project policy (MASILSF00206620).

ALL OTHER TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS REMAIN UNCHANGED.



Starr Marine
A Division of Starr Indemnity & Liability Company

ENDORSEMENT NO.: 13 **EFFECTIVE: AUGUST 1, 2025; 12:01 A.M. PST.**
ATTACHED TO AND FORMING PART OF POLICY NO.: MASILSF00008225.
OF THE: STARR INDEMNITY & LIABILITY COMPANY.
ISSUED TO: POWER ENGINEERING CONSTRUCTION COMPANY, ET AL.

American Institute
CYBER EXCLUSION CLAUSE
(11/06/2015)

This clause shall be paramount and shall override anything contained in this insurance (including any endorsement(s)) inconsistent therewith.

In no case shall this insurance cover loss, damage, liability, or expense directly or indirectly caused by or contributed to or arising from

1. any "malicious act" involving the use of any "computer system", "electronic data communications system", "computer virus", or process or any other electronic system; and/or
2. any access to or disclosure of any "personally identifiable information" or any person's or organization's confidential information, including, but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, or any other type of nonpublic information; and/or
3. any action or omission that violates or is alleged to violate any federal, state or local statute that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating, or distribution of any written or electronic material or information.

Where this policy provides coverage for War Risks, section 1 above shall not operate to exclude losses which would otherwise be covered by such War Risks coverage.

Definitions

"Computer system" means computer hardware of any kind; "electronic computer program"; "electronic data processing media"; operating system; media microchip; microprocessor (computer chip); integrated circuit or similar device; computer network and networking equipment; firmware; server; website; extranet; and all input, output, processing, storage, and off-line media libraries.

"Computer virus" means any corrupting, harmful or otherwise unauthorized instructions or code including, but not limited to, any maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a "computer system" or network of whatsoever nature.

"Electronic computer program" means computer software, application software, and other recorded instructions for the processing, sequencing, collecting, transmitting, recording, retrieval, or storage of "electronic data".

"Electronic data" means information or knowledge recorded or transmitted in a form usable in a "computer system", microchip, integrated circuit or similar device in non-computer equipment, and which can be stored on "electronic data processing media" for use by an "electronic computer program".

"Electronic data communications system" means any communication system, including a "computer system" and the internet, which provides the Assured with access to another "computer system", microchip, integrated circuit or similar device in non-computer equipment, or which provides any party access to the Assured's "computer system", microchips, integrated circuits or similar devices in non-computer equipment.

"Electronic data processing media" means punch cards, paper tapes, floppy disks, CD-ROM, hard drives, magnetic tapes, magnetic discs or any other tangible personal property on which "Electronic data" or "electronic computer programs" are recorded or transmitted, but not the "electronic data" or "electronic computer programs" themselves. Money or securities are not "electronic data processing media".



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"Malicious act" shall mean the intentional and wrongful action or actions of one or more persons, whether or not agents of a sovereign power.

"Personally identifiable information" shall mean information, whether printed or digital, encrypted or unencrypted, in the care custody or control of any Assured which alone or in conjunction with other information can be used to uniquely identify an individual. However, "personally identifiable information" does not include information which is lawfully available to the general public.

ALL OTHER TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS REMAIN UNCHANGED.



Starr Marine
A Division of Starr Indemnity & Liability Company

ENDORSEMENT NO.: 14 **EFFECTIVE: AUGUST 1, 2025; 12:01 A.M. PST.**
ATTACHED TO AND FORMING PART OF POLICY NO.: MASILSF00008225.
OF THE: STARR INDEMNITY & LIABILITY COMPANY.
ISSUED TO: POWER ENGINEERING CONSTRUCTION COMPANY, ET AL.

TERRORISM EXCLUSION ENDORSEMENT (Non - TRIA 2002)

This Endorsement does not apply to losses arising directly or indirectly as a result of a certified “act of terrorism” as defined by Section 102. Definitions., of the Terrorism Risk Insurance Act of 2002 and any revisions or amendments.

This policy excludes any loss, damage, liability or expense arising from:

- a) terrorism; and or
- b) steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, anticipated, threatened, suspected or perceived terrorism.

For the purpose of this clause, “terrorism” means any act(s) of any person(s) or organization(s) Involving:

- (i) the causing, occasioning or threatening of harm of whatever nature and by whatever means;
- (ii) putting the public or any section of the public in fear,

in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organization(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

ALL OTHER TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS REMAIN UNCHANGED.



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A Division of Starr Indemnity & Liability Company

ENDORSEMENT NO.: 15 **EFFECTIVE: AUGUST 1, 2025, 12:01 A.M., PST**
ATTACHED TO AND FORMING PART OF POLICY NO.: MASILSF00008225.
OF THE: STARR INDEMNITY & LIABILITY COMPANY.
ISSUED TO: POWER ENGINEERING CONSTRUCTION COMPANY, ET AL.

TERRORISM EXCLUSION (TRIA 2002) REVISED

This insurance does not apply to loss arising directly or indirectly as a result of a certified “act of terrorism” defined by Section 102. Definitions., of the Terrorism Risk Insurance Act of 2002 and any revisions or amendments.

For purposes of this endorsement and in compliance with the Terrorism Risk Insurance Act of 2002, an “act of terrorism shall mean:

- (1) Act of Terrorism –
- (A) Certification. – The term “act of terrorism” means any act that is certified by the Secretary of the Treasury of the United States, in concurrence with the Secretary of State, and the Attorney General of the United States --
- (i) to be an act of terrorism;
 - (ii) to be a violent act or an act that is dangerous to --
 - (I) human life;
 - (II) property; or
 - (III) infrastructure;
 - (iii) to have resulted in damage within the United States, or outside of the United States in the case of --
 - (I) an air carrier or vessel described in paragraph (5)(B); [for the convenience of this endorsement, paragraph (5)(B) reads: occurs to an air carrier (as defined in Section 40102 of title 49, United States Code) to a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs, or at the premises of any United States mission];
 - (II) the premises of a United States mission; and
 - (iv) to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- (B) Limitation. -- No act shall be certified by the Secretary as an act of terrorism if --
- (i) the act is committed as part of the course of a war declared by the Congress, except that this clause shall not apply with respect to any coverage for workers’ compensation; or
 - (ii) property and casualty insurance losses resulting from the act, in the aggregate, do not exceed \$5,000,000.
- (C) Determinations Final. – Any certification of, or determination not to certify, an act as an act of terrorism under this paragraph shall be final, and shall not be subject to judicial review.
- (D) Nondelegation. – The Secretary may not delegate or designate to any other officer, employee, or person, any determination under this paragraph of whether, during the effective period of the Program, an act of terrorism has occurred.



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ALL OTHER TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS REMAIN UNCHANGED.



Starr Marine
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ENDORSEMENT NO.: 16 **EFFECTIVE: AUGUST 1, 2025, 12:01 A.M., PST**
ATTACHED TO AND FORMING PART OF POLICY NO.: MASILSF00008225.
OF THE: STARR INDEMNITY & LIABILITY COMPANY.
ISSUED TO: POWER ENGINEERING CONSTRUCTION COMPANY, ET AL.

American Institute
COMMUNICABLE DISEASE EXCLUSION
(June 15, 2020)

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

This insurance excludes coverage for:

- 1) any loss, injury, damage, liability, cost, or expense directly or indirectly arising from the actual, alleged, or suspected transmission or existence of a "Communicable Disease" or the substance or agent that causes the "Communicable Disease";
- 2) any liability for, or loss, cost, or expense incurred to identify, detect, prevent, clean up, detoxify, remove, eliminate, neutralize, monitor, or test for a "Communicable Disease" or the substance or agent that causes the "Communicable Disease";
- 3) any liability for, or loss, cost or expense arising out of, any loss of revenue, loss of hire, diminution of value, business interruption, loss of market, delay or any direct or indirect financial loss, howsoever described, as a result of, or relating to a "Communicable Disease" or the substance or agent that causes the "Communicable Disease";
- 4) any fines, penalties, or punitive or compensatory damages as a result of, or relating to (1), (2), or (3) above.

DEFINITION

"Communicable Disease" means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- b. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- c. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.

All Other Terms And Conditions Of This Policy Shall Remain Unchanged.