

SECOND AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this ____ day of March 2016, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and Moffatt & Nichol, a California corporation, whose address is 2185 N. California Blvd, Suite 500, Walnut Cree, CA 94597 (hereinafter referred to as "Consultant"), is made with reference to the following:

RECITALS:

A. On November 19, 2015, an agreement was entered into by and between City and Consultant (hereinafter "Agreement").

B. On February ____, 2016, an amendment to agreement was entered into by and between City and Consultant.

C. City and Consultant desire to modify the Agreement on the terms and conditions set forth herein.

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

1. Paragraph 1 ("Term") of the Agreement is modified to read as follows:

"The term of this Agreement shall commence on the 19th day of November, 2015, and shall terminate on the 15th day of September, 2017, unless terminated earlier as set forth herein.

2. Paragraph 2 ("Services to be Performed") of the Agreement is modified to read as follows:

"Consultant agrees to perform 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 Exhibits A, A-1, and A-2 as requested. The Consultant acknowledges that the work plans included in Exhibits A, A-, and A-2 are tentative and do not commit the City to request Consultant to perform all tasks included therein."

3. Paragraph 3 ("Compensation to Consultant") of the Agreement is modified to read as follows:

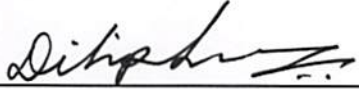
"Consultant shall be compensated for services performed pursuant to this Agreement in the amount set forth in Exhibit "A" not to exceed \$47,560, Exhibit "A-1" not to exceed \$22,440, and Exhibit "A-2" not to exceed \$100,035, for a contract total not to exceed \$170,035. Exhibits are attached hereto and incorporated herein by these references. Payment shall be made by checks drawn on the treasury of the City, to be taken from Program 819099 and Fund 858."

3. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed on the day and year first above written.


MOFFATT & NICHOL

CITY OF ALAMEDA
A Municipal Corporation



By: Dilip Trivedi
Title: Vice President

Elizabeth D. Warmerdam
Interim City Manager

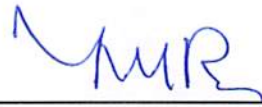

By: DILWANO M. DHARWADKAR
Title: V.28 PRESIDENT

RECOMMENDED FOR APPROVAL:



Jennifer Ott
Chief Operating Officer – Alameda Point

APPROVED AS TO FORM:



Farimah Brown
Assistant City Attorney



2185 N. California Blvd., Suite 500
Walnut Creek, CA 94596-3500

(925) 944-5411 Fax (925) 944-4732
www.moffattnichol.com

EXHIBIT A

October 28, 2015

Lev Kushner
City of Alameda
2263 Santa Clara Avenue, Room 120
Alameda, CA 94501

Subj: Proposal – Feasibility Study and Project Description for Ferry Terminal (Rev5)
Alameda Point Redevelopment Project
M&N Ref: PWCGEN - 41

Dear Mr. Kushner:

Based on our recent conversations regarding the proposed ferry terminal in Seaplane Lagoon, the follow-up meeting we had with the Alameda Point Partners development team, and your phone call today, I have put together the following revised scope for the City of Alameda. It is our understanding that the City wishes to explore a range of options for a ferry service between Alameda Point and San Francisco.

The scope of work described below entails developing alternative configurations ranging from a smaller private water taxi type of service to a WETA service, including a phased scenario where one type of service could be scaled up or down to a different service. The scope includes providing brief descriptions of each option, including appropriate sketches, quantities, and budget-level construction cost estimates, and a project description for the ultimate City-selected option. A detailed scope of work is provided below, along with a fee estimate.

Scope of Work

Task 1: Develop Ferry Landing Options

Under this task we will develop two (2) options for the landing, which will include appropriate configurations for the float, guide piles, access pier, gangway, and abutment. Based on discussions with the team, the options will consist of the following:

- *WETA Operated Facility*: This will consist of a typical facility that will allow a WETA ferry to operate. Dimensions of existing, and proposed new, WETA vessels will be used to size the float and other waterside elements.
- *Scalable Facility (From Private to WETA)*: This will consist of a configuration that will allow a smaller interim-service facility operated by a private operator to be retrofitted at some point in the future to a WETA type of service. The scale of operation (vessel size, frequency, ridership) would be based on a level of service provided by the City. Since

vessel draft, door height, and vessel length are critical for such a type of operation, we will coordinate with water taxi and other private ferry service operators as recommended by the City. We will investigate different retrofit options (for example, adding ramps and trusses on an existing float, replacing the float and guide piles while leaving the pier and gangway, others).

Given the strong wind exposure at the site, predominantly from the west, there will be a need to address berthing and maneuvering procedures that could be different for different sizes of floats. Since ferries typically cannot berth in a downwind alignment, different configurations for the float and gangway may have to be investigated. Having worked on projects in the vicinity, we have a good understanding of the coastal conditions and will use that knowledge to develop the float orientation(s).

We will focus primarily on the waterside elements, and outline briefly the required landside facilities (shelter, parking, concessions, ticketing). We have also assumed that power and fire protection will be provided to the float from the landside. We also understand that the City would like us to consider two sites that are close to each other; we will briefly outline the relative benefits and constraints for each site. However, significant differences in the configuration are not anticipated.

For both options, a concept level plan, a longitudinal profile, and a summary table of the individual elements will be prepared and documented in the Feasibility Report described in Task 3.

Task 2: Concept Level Cost Estimates

We will provide concept level cost estimates for both options. Estimates will be based on a combination of unit rate bid estimates from recent ferry terminal and marina construction projects within the San Francisco Bay Area and elsewhere. A summary of each cost estimate, including assumptions, quantities, and soft costs in 2015 dollars will be provided in the Feasibility Report.

Task 3: Prepare Feasibility Report

We will develop a Feasibility Report that documents the basis for both options, coastal conditions that influence the float orientation, summary tables describing elements for each option, graphics and tables from Task 1, the cost estimates described in Task 2, and key differences between the two options. We have included some budget for presenting the options to the Project Team at a meeting, and to provide input in terms of evaluation criteria for the two options in Task 5.



Task 4: Prepare Project Description for CEQA/Permits

Based on our discussions, we anticipate that the Project Team will evaluate the options and develop recommendations for a preferred alternative. We will document the rationale for the preferred option and develop a Project Description that would be used, by others, to prepare supplemental CEQA documentation as well as initiate permit applications.

A description of construction activities, quantities, duration, sequencing, timing relative to available work windows, potential water quality issues associated with pile driving, and avoidance measures typical of work in SF Bay will be included in the Project Description.

Task 5: Meetings and Coordination

We have allotted time for 4 meetings with the Project Team to present and discuss the ferry terminal options, the concept level cost estimates, the project description, and permit applications. Additional coordination with WETA, environmental consultants, and potential contractors are assumed to be via teleconference.

Schedule and Fee

We estimate the following level of effort for this work, which will be billed on a time and materials basis using our attached standard rate schedule.

Task	Hours	Fee (\$185/hr ave. rate)
1. Develop 2 Ferry Landing Options	64	\$11,840
2. Concept Level Cost Estimates	52	\$9,620
3. Feasibility Report	48	\$8,880
4. Project Description	64	\$11,840
5. Meetings & Coordination	28	\$5,180
Direct Expenses (travel & reproduction)		\$200
Total	256	\$47,560

We can start work on this as soon as we receive your authorization. A Draft Feasibility Report can be provided within 6 weeks of receiving your approval. A draft of the Project Description can be provided within 3 weeks of selection of the preferred option.



Lev Kushner
City of Alameda
October 28, 2015

M&N #PWCGEN-41

Thank you for the opportunity to offer our services, and we look forward to initiating work on this project. Should you have any questions or comments, please contact me.

Sincerely,

MOFFATT & NICHOL



Dilip Trivedi, Dr. Eng., P.E.
Vice President





RATE SCHEDULE FOR PROFESSIONAL SERVICES

Effective September 1, 2015 Until Revised

	<u>CLASSIFICATION</u>	<u>HOURLY RATES</u>
PROFESSIONALS	Supervisory Engineer/Scientist	\$ 242.00
	Senior Engineer/Scientist	\$ 222.00
	Engineer/Scientist III	\$ 205.00
	Engineer/Scientist II	\$ 180.00
	Engineer/Scientist I	\$ 160.00
	Staff Engineer/Scientist	\$ 127.00
TECHNICIANS	Senior Technician	\$ 175.00
	Designer	\$ 165.00
	CADD II	\$ 139.00
	CADD I	\$ 103.00
CLERICAL	Administrative	\$ 103.00
	General Clerical	\$ 81.00
SPECIAL	Principal Engineer/Scientist	\$ 266.00
	Deposition & Trial Testimony	\$ 350.00

REIMBURSABLE EXPENSES (Unless Otherwise Provided in Written Agreement)

	Subcontracts or Outside Services	Cost +15%
Reproductions	-In House	
	Mylar Plots (B/W)	\$2.00/SF
	Color Plots	\$4.00/SF
	Vellum Plots (B/W)	\$1.00/SF
	Bond Plots (B/W)	\$0.50/SF
	Drawing Reproduction	Cost +15%
	Document Reproduction	\$0.10/sheet
	-Outside Reproduction	Cost +15%
Travel	Company Auto	Prevailing IRS
	Rental Vehicle	Cost
	Airfare	Cost
	Meals and Lodging	Cost



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Exhibit A-1

February 2, 2016

Michelle Giles
City of Alameda
2263 Santa Clara Avenue, Room 120
Alameda, CA 94501

Subj: Proposal – Design Basis and Concept Level Design for Ferry Terminal
Alameda Point Redevelopment Project
M&N Ref: 9139

Dear Ms. Giles:

Based on recent conversations with you, other City staff, and Alameda Point Partners (APP) regarding advancing the feasibility study for the proposed ferry terminal in Seaplane Lagoon to a concept-level design, we have put together the following scope of work for the City. The proposed scope includes development of a basis of design and design requirements, access and utility considerations, and coordination and interfacing with the geotechnical engineering work.

The scope of work described below includes concept-level engineering analysis sufficient to develop a basis of design and concept level design for the Ferry Terminal. Specific scope items are described below.

Scope of Work

Task 1: Basis of Design / Design Criteria

This task will include documenting relevant coastal, geotechnical, and structural design criteria related to the structures in conjunction with the geotechnical engineer, identifying and/or confirming the use of the terminal as an essential facility by WETA, and coordinating with the fire marshal and building permit review department at the City for the construction of the structures. The basis of design document is an important part of BCDC review by their engineering staff, and relevant criteria, codes, and standards will be documented in a Technical Memorandum.

Task 2: Ferry Terminal Location, Access, and Utility Considerations

This task will include initial coordination with the site civil engineer, the geotechnical engineer, APP, and City staff on the location of the access gate and limits of the pier, access ramps, shoreline stabilization limits, access routing to and from the parking lot, utility access points, and other infrastructure constraints such as existing utilities and maintenance of traffic for other tenants of Alameda Point.

Task 3: Geotechnical Coordination

This task will include coordination with the geotechnical engineer to understand the conditions of the shoreline and factor in the impacts pertaining to the shoreline improvements, abutment, and pier. It also includes some preliminary analysis of soil conditions for interpreting the effects on the design of the abutment and pier.

Task 4: Meetings and Coordination

We have allotted time for three meetings with the Project Team. Additional coordination with WETA, environmental consultants, and potential contractors are assumed to be via teleconference.

Schedule and Fee

We can start work on this as soon as we receive your authorization.

A detailed breakdown of fee by hours and task is attached to this scope of work. We propose to bill on a time and materials basis using our attached standard Rate Schedule.

In terms of proposed staff, Mads Jorgensen will manage deliverables, I will continue to remain as the primary point of contact for the City and APP, and Bo Jensen will be the Principal Structural Engineer for the project.

Thank you for the opportunity to offer our services, and we look forward to continuing work on this project. Should you have any questions or comments, please contact me.

Sincerely,

MOFFATT & NICHOL

Dilip Trivedi, Dr. Eng., P.E.
Vice President



Seaplane Lagoon - Basis of Design and Concept Design Fee

I. LABOR BUDGET		CLASSIFICATION / RATES					Total Hours	Total Fee
		Principal \$266.00	Engr. III \$205.00	Engr. II \$180.00	Designer \$139.00	WP \$81.00		
TASK								
1	Basis of Design / Design Criteria					20	\$4,344	
	Prelim Criteria Document	4	16			20	\$4,344	
2	Ferry Terminal Location, Access, and Utility Considerations					29	\$5,859	
	Coordination for future streets & parking	4	12			16	\$3,524	
	Coordinate with Site Civil		8		5	13	\$2,335	
3	Geotech Coordination					32	\$6,154	
	Shoreline improvements, abutment, and pier	2	22		8	32	\$6,154	
4	Meetings	16	8			24	\$5,896	
	Total Hours	26	66		13	105		
II. LABOR COST		\$6,916	\$13,530		\$1,807		\$22,253	
III. OTHER COSTS					IV. PROJECT SUMMARY			
A. Subconsultants	Amount				Total Cost	\$22,253		
1.					Total Subconsultants			
2.					Total Direct Cost	\$187		
	Total Subconsultants				Total Project Estimate	\$22,440		
B. Direct Costs	Mileage \$187							

Assumptions:

- 1 All geotechnical data for pier analysis, pile analyses including driveability and noise will be provided by the geotechnical engineer
- 2 Design of soil improvements will be provided by the geotechnical engineer
- 3 Report level drawings for inclusion in a permit will be provided.



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Exhibit A-2

February 2, 2016

Michelle Giles
City of Alameda
2263 Santa Clara Avenue, Room 120
Alameda, CA 94501

Subj: Proposal – Permit Level Design for Ferry Terminal
Alameda Point Redevelopment Project
M&N Ref: 9139

Dear Ms. Giles:

Based on recent conversations with you, other City staff, and Alameda Point Partners (APP) regarding advancing the feasibility study for the proposed ferry terminal in Seaplane Lagoon to a permit-level design, we have put together the following scope of work for the City. It is our understanding that the City and Alameda Point Partners wish to proceed with taking the ferry terminal project to the next phase, which is preparing permit applications for agency review and concurrence.

The scope of work described below includes engineering analysis and preparation of materials that would be typically needed by an environmental firm to apply for permits for the Ferry Terminal. Specific scope items are described below.

Scope of Work

Task 1: Preliminary Design of Shoreline Improvements, Abutment, and Pier

A review of the soils report and discussions with the geotechnical engineer have revealed that the site is subject to liquefaction, especially the shoreline areas. For the ferry terminal to function as an essential facility, ground improvements will be required in the vicinity of the pier where it attaches to shore and the access ramps that lead up to it. The shoreline demolition and abutment design will therefore require input from the geotechnical engineer to identify the limits and extent of shoreline improvement, type of improvement, and the design of the pile supported abutment. These improvements will be within the BCDC shoreline band jurisdiction, and will therefore need to be described, and permit drawings will need to be prepared for the applications.

This task will include structural analyses for the pier and abutment to estimate the type, number, size, and approximate embedment depth for the piles. The analysis typically involves the use of structural models such as SAP, LPILE, and potentially others to estimate the displacement capacity of the piles and to design the framing system for the pier.

Plan view drawings and sections / details showing excavation and dimensions of the structures will be prepared, and approximate quantities of cut/fill for in-water and shoreline band work for various agencies based on their jurisdictions will be estimated.

Task 2: Preliminary Design of Gangway, Float, and Fendering System

This task includes preliminary design for the gangway, float and fenders, including coordinating ADA access with City staff, security gate location and dimensions, utility conduits, confirming float dimensions for the new WETA vessels expected to operate at the terminal, coastal and structural analysis for the guide pile and frame arrangement and for the fender preliminary design.

Plan view drawings and sections / details showing excavation and dimensions of the structures will be prepared, and approximate quantities of cut/fill for in-water and shoreline band work for various agencies based on their jurisdictions will be estimated.

Task 3: Prepare Construction Methods Narrative for Permit Applications

A description of construction activities and methods including type of equipment for marine impacts and air quality, type of pile driving (vibratory or impact), preliminary pile driving details such as duration and timing of in-water work relative to available work windows, potential water quality issues associated with pile driving, avoidance/mitigation measures to comply with appropriate regulatory guidance typical of work in SF Bay, approximate number of trucks for traffic analysis, and best management practices for storm water treatment will be provided for the permit applications.

Task 4: Meetings and Permit Support with Agency Responses

We have allotted time for two meetings with the Project Team to present and discuss the preliminary design and permit applications, and for coordination with WETA, environmental consultants, and potential contractors via teleconference.

We have also included a budget for responding to initial queries from permit agencies related to construction activities, providing additional information in the form of quantities to the CEQA and environmental consultants, attending an interagency meeting at the Corps' office, and attending initial meetings with BCDC staff and the landscape architect.

Task 5: Contingency for DRB/ECRB Review, 404(b)(1) and Biological Assessment

It is our experience that a project of this size, which is mostly in-water work, will require significant collaboration with several regulatory agencies including multiple meetings with BCDC's Design Review Board, preparation of alternatives to the project in the form of a 404(b)(1) document, and a substantial amount of data and analyses related to pile driving, work duration, impacts to the biota including turbidity analyses and noise impacts. It is difficult to scope and budget a level of effort for this, so we have included a contingency for the project that we recommend that the City set aside. You do not necessarily have to authorize us to proceed on this specific task initially, but if the need arises, you would have it available in the project budget and can authorize us a portion at a time.



Schedule and Fee

We can start work on this as soon as we receive your authorization. A draft Preliminary Design Report can be provided within 10 weeks of receiving your approval.

A detailed breakdown of fee by hours and task is attached to this scope of work. We propose to bill on a time and materials basis using our attached standard Rate Schedule.

In terms of proposed staff, Mads Jorgensen will manage deliverables, I will continue to remain as the primary point of contact for the City and APP, and Bo Jensen will be the Principal Structural Engineer for the project.

Thank you for the opportunity to offer our services, and we look forward to continuing work on this project. Should you have any questions or comments, please contact me.

Sincerely,

MOFFATT & NICHOL

Dilip Trivedi, Dr. Eng., P.E.
Vice President



Seaplane Lagoon - Permit Level Design Fee

I. LABOR BUDGET		CLASSIFICATION / RATES					Total Hours	Total Fee
		Principal \$266.00	Engr. III \$205.00	Engr. II \$180.00	Designer \$139.00	WP \$81.00		
TASK								
1	Preliminary Design of Shoreline Improvements, Abutment, and Pier					156	\$30,376	
	Shoreline & Abutment							
	Demo revetment		2			2	\$410	
	Analysis (assume soil improvement)	1	30			31	\$6,416	
	Prelim Design	2	16		16	34	\$6,036	
	Pier							
	Analysis & Prelim Design	1	76		12	89	\$17,514	
2	Preliminary Design of Gangway, Float, and Fendering System					18	\$14,441	
	Gangway							
	Analysis & Prelim Design		12		6	18	\$3,294	
	Float							
	Confirm Float Dimensions/Arrangement with WETA				5	5	\$695	
	Float Analysis for loads		21			21	\$4,305	
	Guide Piles	1	12		5	18	\$3,421	
	Donut Fenders	1	12			13	\$2,726	
3	Prepare Construction Methods Narrative for Permit Applications	2		24		26	\$4,852	
4	Meetings/Permit Support with Agency Responses	27	63			92	\$20,259	
5	Contingency for DRB/ECRB Review, 404(b)(1) and NMFS BO	32	96		12	142	\$30,022	
	Total Hours	67	340	24	56	4	491	
II. LABOR COST		\$17,822	\$69,700	\$4,320	\$7,784	\$324	\$99,950	
III. OTHER COSTS				IV. PROJECT SUMMARY				
A.	<u>Subconsultants</u>	Amount					\$99,950	
1.	_____	_____					_____	
2.	_____	_____					_____	
		Total Subconsultants					\$85	
B.	<u>Direct Costs</u>	Mileage	\$85					\$100,035
				Total Project Estimate				\$100,035

Assumptions:

- 1 All geotechnical data for pier analysis, pile analyses including driveability and noise will be provided by the geotechnical engineer.
- 2 Design of soil improvements will be provided by the geotechnical engineer
- 3 Report level drawings for inclusion in a permit will be provided.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/4/2015

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 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 SullivanCurtisMonroe Insurance Services
1920 Main Street Suite 600
Irvine, CA 92614

www.SullivanCurtisMonroe.com License # 0E83670

CONTACT NAME:	
PHONE (A/C, No., Ext): 949.250.7172	FAX (A/C, No.): 949.852.9762
E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE	
INSURER A: Liberty Mutual Fire Insurance Company	NAIC # 23035
INSURER B: American Guarantee & Liability Insurance Comp	26247
INSURER C: National Union Fire Insurance Co Pittsburgh PA	19445
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Moffatt & Nichol
Moffatt & Nichol, Inc.
3780 Kilroy Airport Way, Suite 750
Long Beach CA 90806

COVERAGES CERTIFICATE NUMBER: 27194009 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Project/Loc. Agg \$15M	<input checked="" type="checkbox"/>	TB7-Z91-462731-025	7/1/2015	11/22/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 Deductible/SIR \$ None
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS Comp Ded \$1,000 Coll Ded \$1,000	<input checked="" type="checkbox"/>	AS2-Z91-462731-015	7/1/2015	11/22/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		AUC5761680-02	7/1/2015	11/22/2016	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 Deductible/SIR \$ None
C	<input checked="" type="checkbox"/> 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 Y N/A	4321233 Includes USL&H	7/1/2015	7/1/2016	<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

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

RE: Seaplane Lagoon Ferry Terminal Project
City of Alameda, its City Council, boards, commissions, officials, employees, and volunteers are named as additional insureds per the attached endorsement. General Liability & Auto Liability Waiver of Subrogation apply in favor of City of Alameda, its City Council, boards, commissions, officials, employees, and volunteers per the attached endorsement.
CITY OF ALAMEDA
Risk Management

CERTIFICATE HOLDER
Date 11-16-15
Lucretia Akil, City Risk Manager
City of Alameda
2185 N. California Blvd, Suite 500
Walnut Creek CA 94596

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

AUTHORIZED REPRESENTATIVE

Nancy Turner

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✓ POLICY NUMBER: TB7-Z91-462731-025

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

Name Of Additional Insured Person(s)
Or Organization(s):

Location(s) Of Covered Operations

All persons or organizations with whom you have entered into a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status.

All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

CITY OF ALAMEDA
Risk Management

Date: 11-16-15

[Signature]

Lucretia Anil, City Risk Manager

POLICY NUMBER: TB7-Z91-462731-025

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

Name Of Additional Insured Person(s)
Or Organization(s):

Location And Description Of Completed Operations

All persons or organizations with whom you have entered into a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status.

All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

CITY OF ALAMEDA
Risk Management


Date 11-16-15
Lucretia Akil, City Risk Manager

POLICY NUMBER: AS2-Z91-462731-015

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

CITY OF ALAMEDA
Risk Management

 Date 11-16-15
Lucretia Akil, City Risk Manager

POLICY NUMBER: TB7-Z91-462731-025

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:


We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule below.

SCHEDULE

Name Of Person Or Organization:

As required by written contract or agreement entered into prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

CITY OF ALAMEDA
Risk Management

Date 11-16-15
Lucretia Ani, City Risk Manager

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:



- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

<p>Name(s) Of Person(s) Or Organization(s):</p> <p><small>Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.</small></p> <p>Premium: \$ <u> </u> Incl</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.


CITY OF ALAMEDA
 Risk Management

 Date 11-16-15
Lucretia Akil, City Risk Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/11/2015

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 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 Dealey, Renton & Associates License #0020739 P. O. Box 10550 Santa Ana CA 92711-0550		CONTACT NAME: Robin Lee PHONE (A/C, No., Ext): 714-427-6810 E-MAIL ADDRESS: rlee@dealeyrenton.com FAX (A/C, No): 714-427-6818	
INSURED MOFFANICH Moffatt & Nichol 3780 Kilroy Airport Way #750 Long Beach, CA 90806		INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 22667	

COVERAGES **CERTIFICATE NUMBER: 205120000** **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	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					PER STATUTE OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
✓	Professional Liability Claims Made		G25660225002	11/22/2015	11/22/2016	per claim annl aggr. \$2,000,000 \$2,000,000

CITY OF ALAMEDA
 Risk Management

 Date 11-10-15
Lucretia Akl, City Risk Manager

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 10 Days for Non-Payment/30 day notice for cancellation
 Re: Seaplane Lagoon Ferry Terminal Project

CERTIFICATE HOLDER City of Alameda 2185 N. California Blvd., Suite 500 Walnut Creek CA 94596	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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