

## **SERVICE PROVIDER AGREEMENT**

THIS SERVICE PROVIDER AGREEMENT ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between CITY OF ALAMEDA, a municipal corporation (the "City"), and SIMPSON GUMPERTZ & HEGER, Inc., (a California corporation), whose address is 500 12<sup>th</sup> Street, Suite 270, Oakland, CA 94607, (the "Provider"), in reference to the following:

### **RECITALS:**

- A. 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: Interim Inspection, Testing, Preliminary Analyses and Reporting Services for Rehabilitation of Piers 1, 2 & 3. City staff issued a RFP on April 21, 2016 and after a submittal period of 32 days received three (3) timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City's needs.
- C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. City and Provider desire to enter into an agreement for the interim inspection, testing, preliminary analyses and reporting services for rehabilitation of Piers 1, 2 & 3, upon the terms and conditions herein.

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

#### **1. TERM:**

The term of this Agreement shall commence on the \_\_\_\_ day of \_\_\_\_\_ 2016, and shall terminate on the 31st day of August 2017, unless terminated earlier as set forth herein.

The Base Reuse Director may submit written notice that the Agreement is to be extended at the same terms and compensation as the existing Agreement.

#### **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. The Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

#### **3. COMPENSATION TO PROVIDER:**

a. By the 7<sup>th</sup> day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be

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

b. The total compensation for the work under this Agreement is not to exceed **\$456,800**, plus a ten percent contingency, if necessary, in the amount of \$45,680 for a total amount of **\$502,480**. SGH is not guaranteed any of the contingency amount. *S.Y.*

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

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

**5. STANDARD OF CARE:**

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

**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 City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from 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.

**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 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 City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Provider or Provider's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Provider agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. **HOLD HARMLESS:**

a. Provider shall indemnify, defend, and hold harmless the City, its City Council, boards, commissions, officials, employees, and volunteers ("Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("Claims"), arising from Provider's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Provider. However, Provider shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

b. **Indemnification for Claims for Professional Liability Only:** As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited to the extent to which its professional liability insurance policy will provide such defense costs.

c. Provider's obligation to indemnify, defend and hold harmless Indemnities 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 subsections 10A, B, C and D. 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 ten (10) days' advance written notice to the City of Alameda. Attention: Risk Manager."

b. It is agreed that 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 that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

c. Contractor shall cause any of its subcontractors performing underwater work to maintain no less than \$1 million per occurrence and \$2 million aggregate of Marine Liability insurance.

S.Y.  
J.W.

**A. COVERAGE:**

Provider shall maintain the following insurance coverage:

**(1) Workers' Compensation:**

Statutory coverage as required by the State of California as follows:

WC/Jones Act/Employer's Liability per Statutory Limits

**(2) Liability:**

Marine 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 aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above.

**(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

**(4) Professional Liability:**

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Provider in the amount of at least \$2,000,000.

**B. SUBROGATION WAIVER:**

Provider agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Provider shall look solely to its insurance for recovery. Provider hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Provider or City with respect to the services of Provider herein, a waiver of any right to subrogation which any such insurer of said Provider may acquire against City by virtue of the payment of any loss under such insurance.

**C. FAILURE TO SECURE:**

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Provider's name or as an agent of the Provider and shall be compensated by the 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.

**D. ADDITIONAL INSURED:**

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except worker's 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.

**E. SUFFICIENCY OF INSURANCE:**

The insurance limits required by 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.

**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 requires 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 may consent or reject such request in his/her 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 of Provider, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Provider is a partnership or joint venture or syndicate or cotenancy, 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 the corporation.

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

a. Only those persons and/or businesses whose names and resumes 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 his/her 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 the Provider. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement.

c. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information which the 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 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 his/her designee.

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

**16. RECORDS:**

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of the 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 City that relate to the performance of the services and tasks under this Agreement (collectively the "Records").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of City or its designees during regular business hours upon

reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by 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 City shall be addressed to City at:

**City of Alameda  
Base Reuse Department  
2263 Santa Clara Avenue, Room 120  
Alameda, CA 94501  
ATTENTION: Nanette Mocanu, Assistant Community Development Director  
Ph: (510) 747- 6890 / Fax: (510) 523-1081**

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

**Simpson Gumpertz & Heger, Inc.  
500 12<sup>th</sup> Street, Suite 270  
Oakland, CA 94607  
ATTENTION: Sam Yao, PhD, PE, Senior Principal  
Ph: (510) [457-4600] / Fax: (510) [457-4599]**

**18. SAFETY:**

a. The 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. The 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. The 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. The 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 City of written notice of default, specifying the nature of such default and the steps necessary to cure such default; City may thereafter immediately terminate the Agreement forthwith by giving to the Provider written notice thereof.

b. The foregoing notwithstanding, 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. ATTORNEY'S FEES:**

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorneys' fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney shall be based on the fees

regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the Alameda City Attorney's services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

**21. 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 the 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 City.

**22. 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.

**23. WAIVER:**

A waiver by 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.

**24. INTEGRATED CONTRACT:**

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 City and Provider.

**25. 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.

*Signatures on next page*

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

SIMPSON GUMPERTZ & HEGER, Inc.  
(A California corporation)



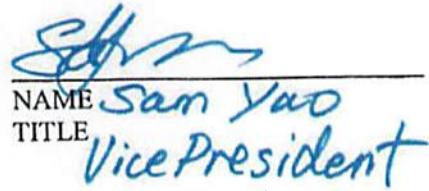
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NAME MARTIN MULLINS  
TITLE C.F.O.

CITY OF ALAMEDA

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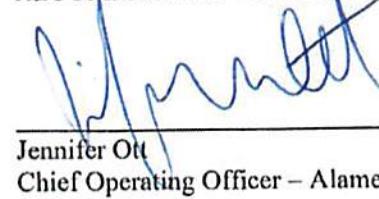
Jill Keimach  
City Manager



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NAME Sam Yao  
TITLE Vice President

RECOMMENDED FOR APPROVAL



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Jennifer Ott  
Chief Operating Officer – Alameda Point

APPROVED AS TO FORM:  
City Attorney



6/30/10

Andrico Q. Penick  
Assistant City Attorney



# PROJECT PLAN AND SCHEDULE

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Our approach for this project is divided into seven principal tasks:

1. Above water and below water inspections
2. Material testing
3. Geotechnical investigation
4. Preliminary analysis
5. Repair recommendation
6. Cost estimating
7. Report

## TASK 1 – ABOVE AND BELOW WATER INSPECTION

### 1.1 Above Water Inspection

SGH will provide a two-person inspection team to conduct a minimum two-day site inspection at Pier 1 and a minimum three-day inspection at Pier 2 and Pier 3. The above water inspection includes a 100% visual inspection of all accessible structural components above the high water line. For Pier 1, this includes the above water portions of the king piles, sheet piles, pile caps, deck, curbs, mooring and berthing hardware. For Pier 2 and Pier 3, this includes the above water portions of the piles, pile caps, top and bottom surfaces of the deck, curbs, mooring and berthing hardware. SGH will provide a Coast Guard-approved 12-ft boat and operator to visually survey the structures by water. We will inspect, measure, and document steel corrosion related damages on concrete structures.

SGH recognizes that the three piers currently berth many MARAD RRF vessels. Both SGH and Shoreline Engineering have extensive experience working successfully in operating piers with many berthed vessels.

### 1.2 Below Water Inspection

Although not specified in the RFP, SGH strongly believes an underwater inspection team should be led by a commercially trained, professionally licensed engineer-diver who understands marine structures, with expertise in marine engineering, commercial diving, underwater inspection, and underwater construction. This is important to our clients because it not only provides the highest quality inspection and follow-on repair services, but it also ensures the highest level of safety. Engineer-divers are trained in structural engineering and, therefore, have the ability to quickly recognize load paths, failure modes, and the structural significance of what they observe. This ability greatly enhances the technical value of the inspection, while saving both time and money. These skilled divers know what information is meaningful and important, and what is not. Dive teams without an engineer-diver often miss critical deficiencies and tend to report large amounts of data that is often not meaningful, requiring a large amount of engineer time to sort and understand, providing little insight into the actual condition of the structure being inspected.

SGH has teamed with Shoreline Engineering to conduct the underwater portions of the inspection, and will direct the efforts of a three-person underwater inspection team consisting of at least one registered Professional Engineer-diver who is experienced in the inspection and repair of concrete and steel piles. All diving will be performed by commercially certified divers in accordance with OSHA regulations and the Association of Diving Contractors (ADC) guidelines governing safe diving practices. The underwater inspection includes the standard scope of work for Routine Inspections as described in the RFP Exhibit A and the ASCE Underwater Investigations Standard Practice Manual. Three levels of inspection efforts are to be undertaken and are summarized as follows for clarity:

#### Level I Inspection Effort

A Level I inspection effort is essentially a 100% visual/tactile inspection of all of the accessible steel piles, concrete piles, sheet piles, and concrete infill panels from the mudline to the high water elevation. This inspection will determine whether any piles of the piers are grossly damaged and whether any protective wraps are missing or significantly deteriorated.

#### Level II Inspection Effort

A Level II inspection effort involves the removal of marine growth and close inspection of the exposed



# PROJECT PLAN AND SCHEDULE

CITY OF ALAMEDA | PIER STUDY

area at three elevations on the piles and concrete panels. Level II cleanings will be in accordance with the recommendations of ASCE 101 "Underwater Investigations Standard Practice Manual", Section 3.1.3. Ultrasonic thickness measurements will be taken on steel piles and sheet piles as specified in RFP Exhibit A. The locations of the Level II inspections will be selected by responsible SGH engineers in consultation with PMRG.

#### Level III Inspection Effort

A Level III inspection effort involves additional non-destructive and / or destructive testing of a structural element and is typically performed at select Level II locations.. This will be conducted at Pier 1 and Pier 2 at the frequency as specified in RFP Exhibit A. The locations of the Level II inspections will be selected by responsible SGH engineers in consultation with PMRG. At Pier 1, ultrasonic thickness measurements will be taken on steel piles and sheet piles as specified in RFP Exhibit A. If an impressed current or sacrificial anode cathodic protection system is present, a bathycorrometer will be used to measure electrical potentials at all Level III locations. At Pier 2, concrete cores will be taken from 12 piles above water, at mid-water depth, and 3' below the mudline.

Hydrographic surveys will be performed by an engineer diver at the locations and frequency as specified in RFP Appendix A.

The deliverables in this task include a draft and final reports of both above water and below water inspection. The estimated effort for this task is approximately 1100 man hours.

#### TASK 2 – MATERIAL TESTING

Applied Materials and Engineering Inc., an independent construction materials inspection and testing firm in Oakland, will perform the material tests and petrography in this project. Experienced SGH engineers will strategically select the location of concrete coring on the deck and piles as required by the contract. A total of 6 concrete cores will be taken from the pier decks, and a total of 36 cores from 12 piles in Pier 2 at the locations mandated in RFP Exhibit A and selected by the responsible SGH engineers. The concrete core size will be at least 4" x 8" and will be adequate for all of the tests as required in RFP. If the concrete cores need to be larger than the specified 4"x 8", we will consult with PMRG and take larger cores at no extra expense to the City. The cores will be marked, stored in wooden boxes, and shipped to the testing laboratory. All of the required concrete tests, including petrographic examination, will be conducted by professional material scientists and petrographers. A concrete test report will be prepared to document the test results, chemical and petrographic analyses, and conclusions from the tests with regard to the nature and extent of concrete deterioration, and with regard to long-term potential deterioration of the concrete in the future. The concrete test report will be prepared in the format as specified in RFP Exhibit A.

The deliverables include draft and final material test reports include concrete tests, petrographic analysis, engineering assessment and conclusions.

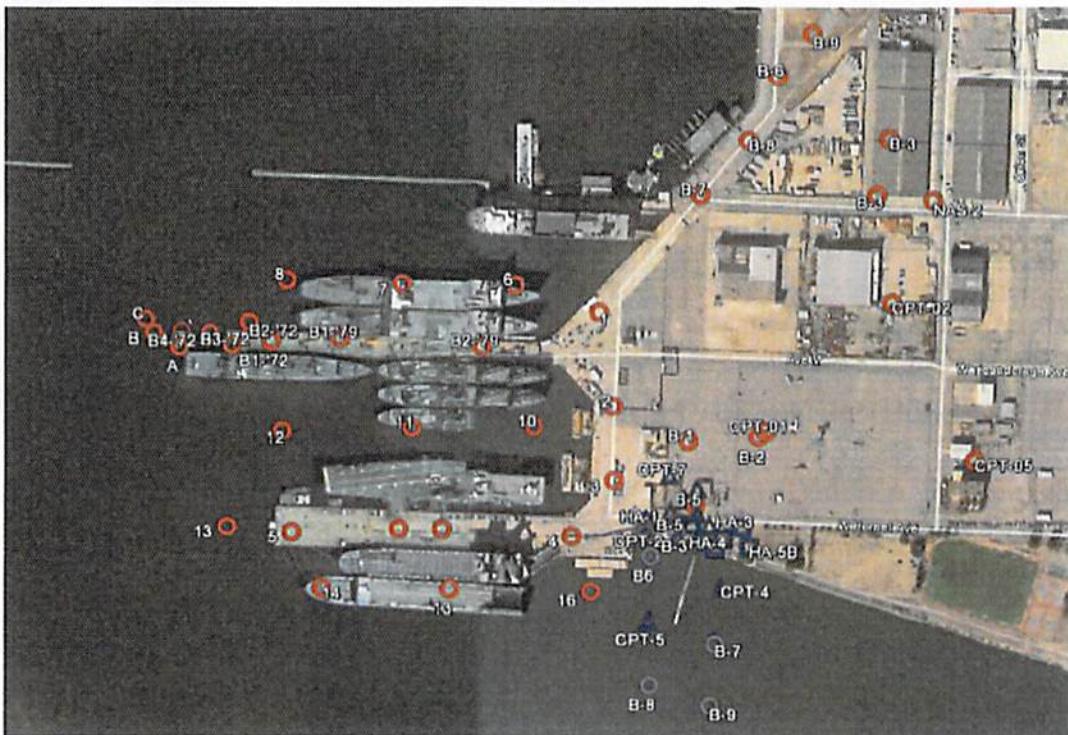
#### TASK 3 – GEOTECHNICAL INVESTIGATION

ENGEO will be the lead geotechnical engineer in the team. ENGEO has been working at Alameda Point for over a decade. In that time, they have performed subsurface explorations at the site, including in the seaplane lagoon. ENGEO is also currently working on the WETA Central Bay Operations and Maintenance Facility directly adjacent to Pier 3 and the planned ferry terminal in the Seaplane Lagoon. ENGEO has extensive subsurface engineering experience on water front projects in Alameda including work on Encinal Terminals, Boatworks, Shipways, Fruitvale Avenue Bridge, Del Monte Warehouse, and Marina Cove 2. SGH and ENGEO have closely worked on evaluations of wharves and piers around the San Francisco Bay Area. Our two companies are currently working together on evaluation and repair of the former 9th Avenue Terminal Wharf at the Brooklyn Basin Project in Oakland.

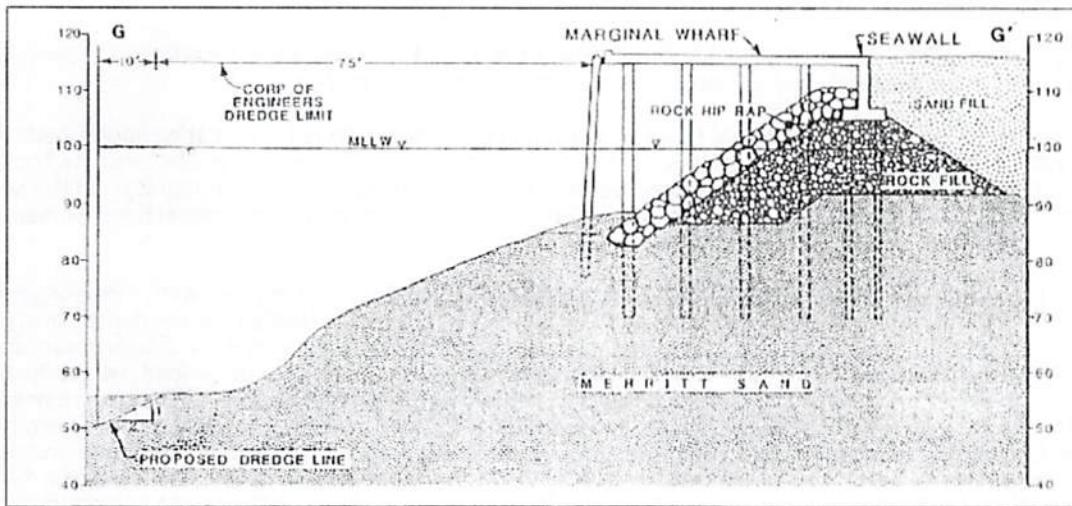
The following image shows the approximate location of nearby previous subsurface explorations that are in ENGEO's subsurface database for the former base.



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In general, the subsurface conditions below the piers include 20 to 25 feet of relatively soft Young Bay Mud over 20 to 30 feet of dense silty sand called Merritt Sand over stiff Alameda Formation. According to as-built plans, the seawall is supported on driven piles and constructed on top of a rock dike. The rock dike was placed directly on dense Merritt Sand as shown in the attached figure:





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ENGEO will use the existing borings, lab test results and understanding of the development of the base and subsurface conditions to perform the necessary geotechnical analyses with the existing database of subsurface explorations. Their work will consist of:

- Development of idealized subsurface profiles in transverse and longitudinal directions to the piers;
- Evaluation of landside liquefaction potential and impact on existing seawall;
- Development of p-y and t-z springs and estimate of ultimate capacity for the plumb and battered piles in Piers 2 and 3 and Pier 2 mooring dolphin;
- Estimate of unbraced pile length for estimating buckling potential for piles under axial loading;
- Estimate of ultimate passive resistance for king piles, ultimate bearing capacity for cellular wall system and collaboration with design team on other modes of lateral load resistance;
- Attendance at a project kickoff meeting and participation in up to two additional meetings; and
- Preparation of a report providing the findings of all evaluations and analyses.

The above work products will be included in the engineering reports. The estimated effort for this task is approximately 175 man hours.

#### TASK 4 – PRELIMINARY ANALYSIS

The mooring analysis will be performed with mooring and breasting loads developed in accordance with UFC 4-159-03. The mooring analysis and evaluation will consist of the following tasks:

- Determination of typical mooring arrangements, number of vessels, and vessel types in use at each berth. All mooring arrangements will be submitted to PMRG for review before any analysis is performed. The following number of mooring arrangements will be evaluated:
  - One (1) mooring arrangement at Pier 1
  - Four (4) mooring arrangements at Pier 2
  - Two (2) mooring arrangements at Pier 3
- Determination of shielding effects due to nested mooring arrangements will be performed in accordance with NFESC Report TR-6003-OCN, "Wind and Current Forces/Moments on Multiple Ships".
- Development of suitable wind, wave, and current loads on the vessels, including effects of gusting winds
- Perform a time-domain analysis of the required mooring arrangements to determine maximum loads in the mooring lines, mooring hardware on the piers, as well as the overall structure. The time-domain analysis will be performed using Optimoor and/or AQWA software, both of which have the capability of time domain analysis of mooring system under wave and wind loads.

The berthing analysis will be performed in accordance with UFC 4-152-01 using the kinetic method. The berthing analysis will consider the range of vessels expected to berth and moor at the piers.

The loads from the mooring and berthing analysis will be used to evaluate the piers for operating lateral loads with load combinations in accordance with UFC 4-152-01. The vertical and lateral pile capacity will be evaluated on the basis of field inspection results, geotechnical evaluations, and structural evaluations with due consideration of the current conditions of the piles. Structural capacity of the deck will be evaluated using three-dimensional finite element analysis with due to consideration of deteriorated condition of the piles.

The piers will be evaluated for both overall global loads as well as local loads at each representative mooring point. For evaluation of the lateral load capacity of the Pier 2 and Pier 3 structures, we will establish a three dimensional global finite element model with nonlinear soil springs based upon geotechnical engineering analysis of soils in various areas and depth. The global nonlinear three-dimensional analysis will provide insight on the critical load path, redundancy in the pier structure, safety margin and structural deficiency in various structural components of the piers. Since Pier 1 is a gravity bulkhead structure, we will perform stability analysis and lateral load analysis using SLIDE software and PYWall/LPILE software, and using soil parameters from geotechnical engineering analysis of soils in various areas and depth of the site. For evaluation of the local mooring capacity of the structure and mooring hardware, we will perform structural analysis using refined finite element models with due consideration of the current conditions of the mooring structures



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and hardware.

Some individual pile deterioration may not directly result in critical failure of the pier deck or pier structure. Structural checks will be performed assuming deterioration in selected piles, which will provide the basis for prioritization of the pile and deck repair sequence. Furthermore, durability of structural components will be estimated, based upon material testing and field inspection.

Based upon the structural condition assessment and engineering analysis, we will make recommendations for improvements to the berthing infrastructure, mooring configurations and operations for all piers, including an evaluation, comparison, and rough-order-magnitude cost estimates for each proposed modification. All findings and concepts will be properly documented in a report.

The above work products will be included in the engineering reports. The estimated effort for this task is approximately 550 man hours.

#### **TASK 5 – REPAIR RECOMMENDATIONS**

Based upon the inspection results, engineering analysis and structural evaluation, SGH will make recommendations for repairs and maintenance of the pier deck, piles, mooring and berthing hardware, and other structural components as necessary to meet the MARAD lease requirements, and meet any functional requirements of the pier as requested by the City. Our recommendations will include a repair prioritization, identifying relative urgency for all structural deficiencies and non-structural deterioration.

SGH will evaluate various repair schemes, including installation of new piles (of similar or alternate materials), repair of piles with jacketing, encasement, or wraps, and splicing of existing piles to new piles. Repair of deck damage will be engineered based on results of the material testing. Major structural damage identified in the inspection will be addressed with suitable repair schemes, and supported by engineering analysis and calculations.

All repair schemes will be reviewed amongst our team for construction feasibility, including specific insight from CS Marine, to provide the most efficient repair strategy satisfying engineering requirements and restoring the life of the structures. The recommendations will include an order-of-magnitude budgetary cost estimate for any repair and modification of the piers, and prioritization for budgetary needs of the City of Alameda.

The above work products will be included in the engineering reports. The estimated efforts for this task is approximately 250 man hours.

#### **TASK 6 – COST ESTIMATING**

SGH has teamed up with CS Marine to provide support in repair design development and developing cost estimates. Developing accurate cost estimates for marine construction requires special expertise that only a local marine construction contractor can deliver. The repair approach selected is often heavily influenced on the availability of local marine construction equipment as well as local understanding of the construction permitting environment. Some approaches and techniques that are standard in Southern California or the Gulf Coast cannot be permitted in the San Francisco Bay by regulatory agencies like the San Francisco Bay Conservation and Development Commission (BCDC) or the Regional Water Quality Control Boards. Marine construction prices are also more variable than traditional building construction costs. Having an experienced marine contractor on the team will identify the most efficient and cost-effective repair schemes that best match the goals and needs of the District.

The above work products will be included in the engineering reports. The estimate efforts for this task are approximately 40 man hours.



# PROJECT PLAN AND SCHEDULE

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## TASK 7 – REPORT

The engineering evaluation report will include inspection reporting, material test reports, structural and geotechnical analysis and evaluation of the pier structures and mooring hardware, mooring and berthing analysis of various mooring configurations, structural design checks, repair recommendations (methods, configuration, prioritization), and ROM budgetary cost estimates for repairs and modifications.

The results of the above water and below water inspection will be presented in a report that will include both above water and underwater photographs of the conditions observed, field measurements such as concrete crack and spall sizes, ultrasonic measurements of steel members, as well as a general plan with representative cross-sections of the structures inspected. The report will provide a summary of the observed conditions, a list of deficiencies, and a general engineering evaluation. To the best extent possible, we will compare the inspection results with the 2008 condition assessment and document the condition changes since 2008. Based upon the comparison, we will provide an estimate of the deterioration rates in various structural components.

A Condition Rating will be given to each individual piles using the 6-point rating scheme in accordance with "Underwater Inspection Manual of Standard Practice" ASCE Manuals and Reports on Engineering Practice NO. 101. Above water structural components and overall structural condition will be rated in accordance with "Waterfront Facilities Inspection and Assessment" ASCE Manuals and Reports on Engineering Practice NO. 130. Mooring and berthing hardware will be rated in accordance with UFC 4-152-01. These rating systems are widely used in the marine industry throughout California. The hydrographic survey results under the piers will also be reported.

The deliverables in this task includes an interim engineering report, draft engineering report and final engineering report. The estimated effort for this task is approximately 100 man hours.

## QUALITY CONTROL AND ASSURANCE

Quality is the cornerstone of SGH's practice and the best project approach can fall short if the deliverable lacks quality. "Committing to get the job done right" from all levels of our staff, is why SGH is so successful. It starts with building an appropriate project team with the ability and staff to complete necessary work.

Our internal practices for quality will permeate this project from start to finish. Our QAQC Manager manages projects in a specific way:

- At the onset of a project, prepare a Project Information Sheet designating qualified managers, key staff, and the quality reviewer.
- Perform all work with complete objectivity and high ethical standards.
- Engage other qualified personnel to oversee work outside of your expertise, or retain a qualified sub-consultant to perform that portion of the project.
- Establish the objectives and scope of the project by consulting with you, the client.
- Manage cost controls, and monitor expenditures.
- Inform you regularly about progress, schedule, and budget.
- Clearly understand and apply the criteria that apply to each project.
- Summarize, in writing, observations, decisions, instructions, and agreements made during field trips, conferences, and telephone conversations with individuals outside SGH.
- Confirm important oral instructions and agreements via a follow-up written communication.
- Organize reports consistently.
- Review calculations, reports, and drawings for accuracy.
- Perform a quality review before submitting the work product to you.

A senior SGH staff member performs an independent in-house quality review. The reviewer reads reports, reviews plans and specifications, and acts critically to review assumptions, concepts, designs, plans, and specifications. S/he examines major project decisions, and verifies that work products meet the project objectives, client expectations, and contract



# PROJECT PLAN AND SCHEDULE

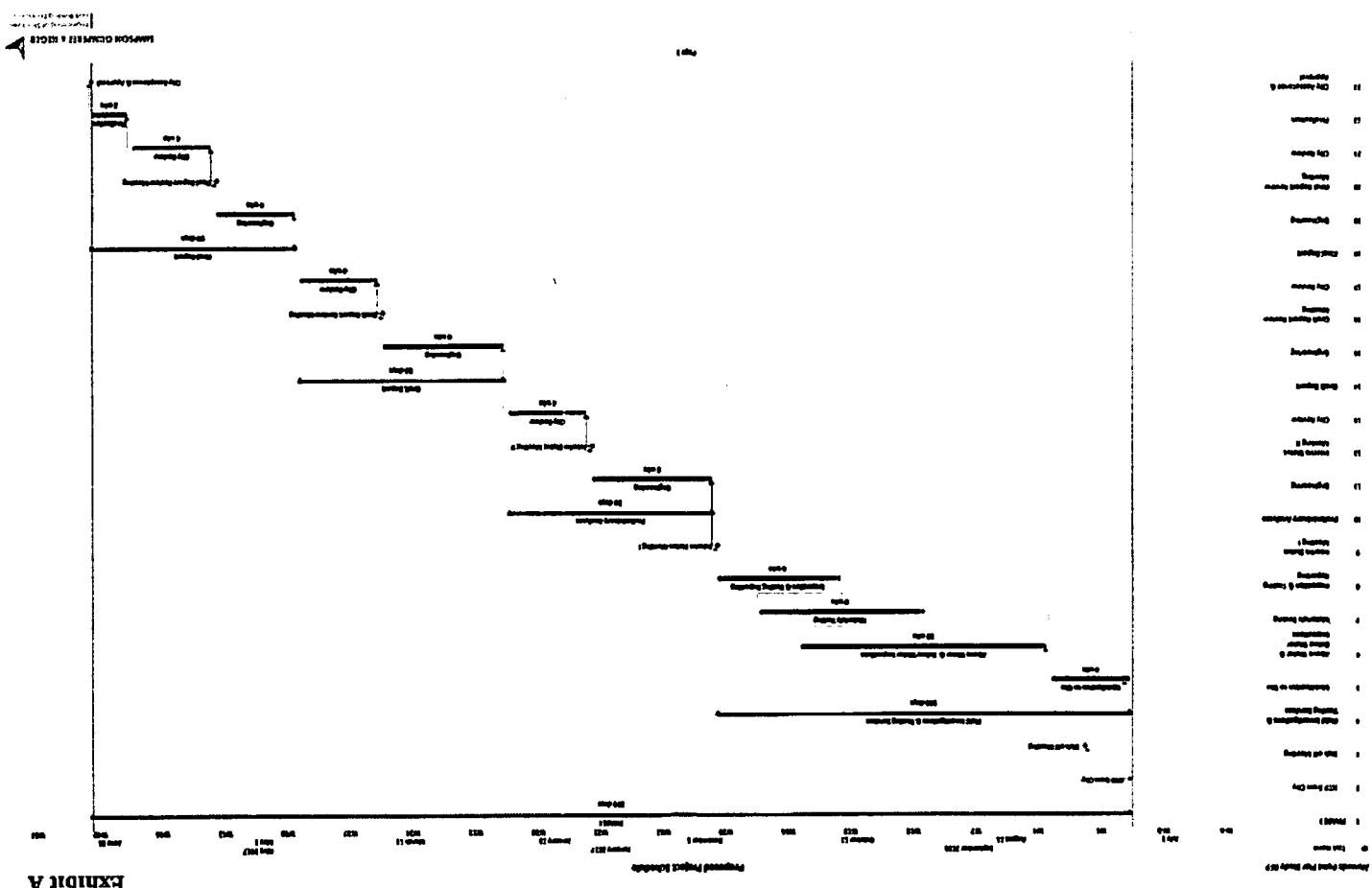
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requirements. If substantial changes result from this review, the work product is reviewed again and revised before it is presented to our client.

A copy of our Corporate Quality Manual is available upon request.

## Project Schedule

Project schedule follows.



## Exhibit A

### SCOPE OF SERVICES

#### INTERIM INSPECTION, TESTING, PRELIMINARY ANALYSES AND REPORTING SERVICES FOR REHABILITATION OF PIERS 1, 2 & 3 Alameda Point, City of Alameda

*Note: This Scope currently addresses Phase 1, "Interim Inspection, Testing, Preliminary Analyses and Reporting Services" only. It will be subsequently modified to add follow-on design and construction services. The ultimate goal of the project is to determine what, if any, measures are required to keep the piers fit for their desired level of mooring service. This project will allow for the preparation of plans, specifications and estimates for construction of selected rehabilitation measures, and the provision of construction support services. Furthermore, this project is intended to prioritize repair items to allow for construction phasing due to budgetary constraints. Phase 1 will consist of inspection, testing, preliminary analyses and reporting. Phase 2 will consist of design of the required repairs or upgrades to meet the desired level of service. Phase 3 will consist of providing construction support services to the City of Alameda. Currently, multiple MARAD Ready Reserve fleet vessels are moored at the piers, and are expected to be moored at the piers for the next 20 years; however, it is desired that the piers be in suitable conditions for general mooring service to possibly accommodate other potential uses.*

This scope of work includes field investigations, assessment, analysis and preparation of an interim report addressing repair of damage with prioritization recommendations located on Piers 1, 2 and 3 at Alameda Point.

#### I. BACKGROUND

Piers 1, 2 and 3 at Alameda Point are located at the former Naval Air Station in the City of Alameda. The piers were originally constructed in the 1940s. Pier 1 is a smaller steel and concrete cellular structure that was rebuilt in 1980. Piers 2 and 3 are large reinforced concrete structures originally designed to berth aircraft carriers. A limited waterfront inspection of all three piers was conducted as documented in the report titled *Condition Assessment Report for Pier 1, Pier 2 & Pier 3* (dated March 31, 2008, see Attachment 1), prepared for the City of Alameda by Moffatt & Nichol. The limited inspection determined that there were numerous deficiencies on each of the three piers.

## II. SCOPE OF SERVICES

It is expected that work performed under this Scope will have a phased implementation, but will generally follow the outline below:

### Phase 1. Interim Inspection, Testing, Preliminary Analyses and Reporting Services

- A. Above and below water inspection
- B. Materials testing
- C. Geotechnical investigation
- D. Preliminary analyses
- E. Repair recommendations
- F. Cost estimating
- G. Report

Table No. 1 includes a list of the tasks included in this scope of work:

*Table No. 1 – List of Phase 1 Scope Items by Pier*

Task	Pier 1	Pier 2	Pier 3
Above Water Inspection	x	x	x
Below Water Inspection (Level I and II)	x	x	
Materials Sampling & Testing (Level III)	x	x	
King Pile Rehabilitation (Coating)	x		
Sheet Pile Rehabilitation	x		
Concrete Deck Capacity Analysis		x	x
Mooring and Berthing Analysis	x	x	x
Structure Evaluation for Operating Lateral Loads	x	x	x
Concrete Pile Repair Recommendations		x	x
Deck Damage Evaluation		x	x
Curb Damage Evaluation		x	x
Bollard and Cleat Evaluation		x	x
<b>Total Cost per Pier:</b>	\$	\$	\$

## Phase 2. Design Services (To be issued after Phase 1)

Preparation of plans, specifications and engineering cost estimates for selected repairs resulting in rehabilitation of Pier 1, Pier 2 and/or Pier 3

## Phase 3. Construction Phase Services (To be issued after Phase 2)

Provide construction support services for selected repairs resulting in rehabilitation of Pier 1, Pier 2 and/or Pier 3.

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### **III. PHASE 1: INTERIM INSPECTION, TESTING, PRELIMINARY ANALYSIS, AND REPORTING SERVICES**

The Interim Services shall address the following global issues:

- Verification of the extent of reinforcing steel corrosion-related concrete damage. It is expected that the damage has increased since the 2008 Report. To update the current conditions of each pier: Perform a top of deck field inspection to Pier 1, Pier 2, and Pier 3; Perform an underwater and below deck field inspection to update the current condition of Pier 1 and Pier 2. Perform a below deck field inspection to Pier 3.
- Verification of the specific condition of steel king piles at by ultrasonic testing methods at Pier 1, and by implementation of a concrete core extraction and testing program at Pier 2.
- Preparation of a waterfront inspection report to include updated general findings; structural assessment; repair recommendations; and rough order of magnitude (ROM) cost estimates, to be used for the City's budgetary planning, for each of the piers.

**1. Attendance at Meetings** – Attend meetings as necessary to establish requirements for the project. Attendance will be required at meetings with City staff, Lessees, and other interested parties. For purposes of this scope, it will be assumed that Consultant will attend one (1) kick-off meeting, two (2) interim status meetings, one (1) meeting to review draft report, one (1) meeting to present final report, and two (2) meetings with interested parties for information gathering, for a total of seven (7) meetings.

#### **2. Field Investigations and Testing Services**

**2.1. General above water inspection.** Use the field notes from the 2008 Report as a basis for updating information where applicable. This information will be used in preparation of the Interim Inspection and Testing Report. Perform field investigations as follows:

## Exhibit A

- 2.1.1. Determine the extent of structural deterioration of the above water topside portion of the piers; i.e. edge of the pier decks. Include a visual inspection of the asphalt concrete deck paving.
- 2.1.2. Perform visual inspection of mooring and berthing hardware.
- 2.1.3. Determine the extent of structural deterioration of the below deck portion of the piers, i.e. underside and edge of pier decks, concrete sheet piles and king piles, concrete king piles, and concrete structural piles.
- 2.1.4. Coring of pier decks. Two (2) concrete cores of the decks of Piers 1, 2 and 3 shall be taken to determine concrete compressive strength. Core locations will be selected to have minimal impact on structural integrity. Each core-hole will be backfilled with non-shrink grout or two-part epoxy suitable for above water use. Each core-end shall be prominently marked using a permanent pen ("Sharpie" or equivalent) with the core ID and a designation of "Int." (interior) and "Ext." (exterior).
  - 2.1.4.1. Storage, handling and shipping of cores. Comply with ASTM C42. Handle cores in accordance with best practices so as to maintain specimen integrity and to prevent dry-out.
  - 2.1.4.2. Wooden core boxes (assembled with screws) are the preferred container for storage and shipping. Containers shall have an interior plastic liner to provide a short-term hermetic barrier. Within one hour of extraction, cores shall be wrapped in clear plastic and surrounded in bubble wrap. The wrapped cores shall be further wrapped in wet toweling and placed in the storage container. Shipping shall occur within seven days of extraction.
  - 2.1.4.3. Testing of concrete cores. Perform concrete compressive strength testing in accordance with ASTM C42 from samples extracted.
- 2.1.5. Above water coring of pre-cast concrete piles. See Section 2.2.3 below.

2.2. **Below water inspection.** Perform general below water inspections in accordance with ASCE Engineering Practice Manual 101 "Underwater Investigations". This information will be used in preparation of the Interim Inspection and Testing Report. Table 2 presents the required inspection quantities for Level I, Level II and Level III inspections.

Table 2 – Inspection Quantities

Facility	Year Built / Modified	Material	Size / Quantity*	Inspection				
				Above Water Only	Level I	Level II	Level III	Level III Details
Pier 1			53' x 660'					
Sheet Piles	1946 / 1980's	Steel	85 LF	-	100%	2 meas. per side (4 total)	2 meas. per side (4 total)	Ultrasonic Thickness Measurement (UT)
King Piles	1946 / 1980's	Steel	208 piles	-	100%	10%	5%	Ultrasonic Thickness Measurement (UT)
Concrete Infill Panels	1980's	Concrete	1,334 LF	-	100%	Every 100 LF	N/A	-
Pier 2			80' x 1,000' (orig.) 80' x 212' (ext.)					
Structural Piles (1945 Original)	1940's	Concrete	996 piles	-	100%	20%	12 piles**	3 cores/ pile: above water line, within water column, 3 feet below mudline.
Structural Piles (1970's Extension)	1970's	Concrete	149 piles	-	100%	10%	0%	-
Mooring Dolphin	1970's	Concrete	48 piles (1 dolphin)	-	100%	10%	0%	-
Pier 3			150 ' x 1,100'					
Structural Piles	1940's	Concrete	3,000 piles	Outer piles visible by boat	0%	0%	0%	-

\*Size/Quantities are best approximation based on information available, and shall be verified in the field.

\*\*Specific piles for Level III inspection to be determined following Level II inspections.

## Exhibit A

2.2.1. Above Water (Below Deck) Only – Perform above water (below deck) visual and tactile inspection for Pier 3, as indicated in Table 2. Inspection includes pile caps and deck underside.

2.2.2. Level I – Perform a general visual and tactile inspection for Pier 1 and Pier 2, as indicated in Table 2.

2.2.3. Level II – Remove marine growth and perform inspection as indicated in Table 2 at three elevations (splash zone, mid-height of water column and mudline). At Pier 1, marine growth shall be removed so that concrete sheet piles and king piles can be inspected.

2.2.4. Level III – At Pier 1, perform Ultrasonic Thickness Measurement (UTM) for piles as indicated in Table 2. UTM shall be performed in accordance with ASCE Engineering Practice Manual 101 “Underwater Investigations”.

At Pier 2, perform concrete core extraction. The 2008 Report identified that the concrete piling supporting the original section of Pier 2 exhibits extensive damage below water, with the damage attributed to an expansive reaction within the concrete. Cores shall be extracted from twelve (12) concrete structural piles at Pier 2 (original pier section only), as indicated in Section 2.2.3.1 (Concrete Sampling). Petrographic analysis supplemented by scanning electron microscopy shall be used to determine the exact nature and extent of the pile deterioration. In addition to the petrographic analysis performed on a portion of each core, additional portions of the same core shall be used for compressive strength testing and incremental chloride testing.

The testing is configured to determine the following:

- Chemistry of deterioration - The specific characteristics of the chemical process leading to the disintegration of the concrete.
- Chloride contamination – Determination of chloride content profile in respect to the exterior surface of the pile.
- Damage with respect to depth of concrete - Determination of the degree to which the deterioration varies in respect to the exterior surface of the pile.
- Extents of deterioration below the “mud line” – It is necessary to determine if the pile deterioration extends below the mud line in order to determine if encasement of the piles in the exposed water column is a viable alternative. The piles are surrounded by only Bay Mud. Core

**extraction below the mud line will require removal of mud to allow core extraction, followed by replacement of the mud.**

**2.2.4.1. Concrete sampling.** Consultant shall extract concrete cores from three levels of each pile sampled: from 3 feet below the mudline, within the water column, and above the water column. Each sample shall be 4-inches in diameter by 8-inches deep. Core locations will be selected to have minimal impact on structural integrity. Each core-hole will be backfilled with non-shrink grout or two-part epoxy suitable for below water use. Each core-end shall be prominently marked using a permanent pen ("Sharpie" or equivalent) with the core ID and a designation of "Int." (interior) and "Ext." (exterior).

**2.2.5. Concrete core testing.** Provide concrete tests as specified herein:

- Storage, handling and shipping of cores. Comply with ASTM C42. Handle cores in accordance with best practices so as to maintain specimen integrity and to prevent dry-out.
- Wooden core boxes (assembled with screws) are the preferred container for storage and shipping. Containers shall have an interior plastic liner to provide a short-term hermetic barrier. Within one hour of extraction, cores shall be wrapped in clear plastic and surrounded in bubble wrap. The wrapped cores shall be further wrapped in wet toweling and placed in the storage container. Shipping shall occur within seven days of extraction.
- Testing of concrete cores. Perform concrete testing from samples extracted at the locations as indicated in the following and Table No.2.

**2.2.5.1.** Petrographic analysis in accordance with ASTM C856. A portion of each core shall be subjected to petrographic analysis to a) determine the potential for long-term degradation of the concrete matrix and b) determine if chemical deterioration mechanisms are at work on the concrete.

**2.2.5.2.** Incremental chloride profiling - ASTM C1152 (acid soluble). Portions of each core will be used to facilitate chloride profiling. Profiling will be conducted at depth increments as follows:

<u>Depth (from outside surface)</u>	<u>No. of tests</u>
½" – 1"	1
1" – 1-1/2"	1
1-1/2" – 2"	1
3"	1
4"	1

## Exhibit A

2.2.5.3. Compressive strength test in accordance with ASTM C42. A portion of each core shall be used to facilitate compressive strength testing. A two (height)-to-one (width) ratio shall be used.

2.2.6. Hydrographic surveys. Take bottom profiles using an engineer-diver and hand held depth gage at approximately 50-ft on-center stations under the footprint of each pier. Sounding shall be taken at 5 individual locations per station in the pier footprint, approximately equidistant, including the outermost piles on either side.

2.2.7. Investigation and Testing report. Provide a comprehensive materials testing and evaluation report as an appendix to the above/below water inspection report. As a minimum, the report shall include:

- AutoCAD drawing indicating specific piles/locations from which UTM were taken from Pier 1, and from which piles cores were extracted from Pier 2.
- Narrative and results of UTM from Pier 1.
- Narrative with photographs of core extraction process from Pier 2.
- Photographs of each extracted core prior to preparation for testing from Pier 2.
- Results of core testing from Pier 2.
- Discussion of chloride profiling relative to ambient exposure to conditions.
- Evaluation as to overall condition of the pier concrete from Piers 1, 2 and 3.

### 3. Preliminary Analyses

Perform analyses to determine whether the vertical and lateral load capacity of the existing structure meets the operating criteria (per the MARAD Lease Requirements – reference Appendix A of the 2008 Report) in place for each of the piers. The analyses should include determination of dead and live loads and mooring and berthing loads. It is assumed that geotechnical engineering analyses will be required as input for the determination of vertical and lateral load capacity.

#### 3.1. Live Loads for each pier are prescribed in the MARAD Lease Requirements.

# Exhibit A

3.2. Mooring (and breasting) loads for vessels are to be calculated per UFC 4-159-03 (Moorings). Vessels at Piers 2 and 3 are typically nested up to three deep at the piers and mooring loads shall take the increased wind areas and typical mooring arrangements into account. Coordinate with the City to investigate the berth layout and mooring arrangements for the MARAD ships that are currently moored and are expected to be moored at the piers by performing a mooring analysis using a time-domain mooring analysis program that accounts for gusting winds. Mooring configuration shall be reviewed by PM Realty Group prior to start of analysis work. A representative list of typical vessels (based on the latest MARAD homeport information) moored at the piers is presented in Table No. 3.

Table No. 3 – MARAD RRF - Representative List of Vessels Outported at Alameda

Description	Design	Deadweight (LT)	Length Overall, LOA (ft)	Beam, B (ft)	Max. Draft, T(LL) (ft)	Displacement at Max. Draft (LT)	Displacement at Min. Draft (LT)
Adm. Wm. M. Callaghan	Roll-on / Roll-off	13,717	692	92	29	26,537	13,161
Algol / Capella	Roll-on / Roll-off	32,295	946	106	37	55,350	29,692
Cape Mohican	Barge Ship	39,026	873	105	39	57,290	18,900
Cape Orlando	Roll-on / Roll-off	20,731	635	91	30	32,799	13,166
Gem State / Grand Canyon State / Keystone State	Crane Ship	17,729	669	76	34	31,500	13,999
Petersburg	Tanker	50,072	736	102	36	65,000	14,977

For reference, The Hornet Mooring Plan (Moffatt & Nichol, 2005) is found in Attachment 2. This report includes mooring analyses for the USS Hornet at Pier 1.

### 3.3. Geotechnical analyses and reporting, consisting of:

- Summary of physical properties of the typical soils at the site.
- Detailed design criteria for pier pile foundations including:
  - Allowable axial pile capacities of vertical and battered piles as a function of pile tip elevation, including an estimate of unbraced batter pile length for the purpose of buckling calculations.
  - P-y curves for lateral load-deflection analysis of piles.
  - T-z curves for axial load-deflection behavior of piles.

### 3.4. Vertical and lateral load capacities of the piers shall be evaluated with special consideration given to the varying existing conditions of the piles comprising the

## Exhibit A

piers' foundation, as determined by inspection. Load combinations per UFC 4-152-01 shall be used to evaluate whether the structures in their existing conditions meet the operating criteria of UFC 4-152-01 and those defined in the MARAD lease agreement. If the vertical or lateral capacities of the structure are found to be deficient, a reduction in allowable loads shall be calculated. Structural analysis of the pier structures shall incorporate damaged pile characteristics (i.e. loss of section, loss of strength, corrosion of steel reinforcing, mudline elevation, etc.) in conjunction with the existing conditions of other load bearing elements in the determination of pile moment, shear and axial capacity and geotechnical conditions. Employing the assessed capacities of these members, a three-dimensional finite element model of the existing pier structure shall be developed to predict these vertical and horizontal load capacities. For comparison with original design objectives, a separate model shall be developed with as-designed material and section properties. Analyses of the as-designed condition will provide a baseline for comparison of existing conditions.

### **4. INTERIM LETTER REPORT WITH UPDATED FINDINGS AND CONCEPTS –**

Prepare letter report documenting findings of the field work as described in this Scope. Letter report shall be separated into three (3) distinct sections, for Pier 1, Pier 2 and Pier 3 findings. Where applicable, comment on the increase in damage over that found in the 2008 Report. As a minimum, the report shall contain representative photographs, and additional documentation included for the tasks below. **For each pier, all repair and rehabilitation recommendations shall be prioritized by urgency.**

#### **Pier 1 Section Contents**

**4.1. King Pile Rehabilitation (Coating):** Re-evaluate the 2008 Report recommendation to arrest corrosion on the solider piles, and discuss alternatives for corrosion combating methods. Also include recommendation for pile protection concept(s), with rough order magnitude (ROM) cost estimates to be used for the City's budgetary purposes.

**4.2. Sheet Pile Replacement:** Re-examine sheet piles that were not accessible during the 2008 inspection. Update discussion of the 2008 Report sheet pile assessment, and include recommendation for repair or replacement concepts, with rough-order-magnitude (ROM) cost estimates to be used for the City's budgetary purposes.

**4.3. Mooring and Berthing Analysis:** From the mooring and berthing analysis results, provide recommended improvements to the Pier 1 berthing infrastructure and/or mooring procedures and operations, and include an evaluation and comparison of the effectiveness of each proposed modification. Include rough-order-magnitude (ROM) cost estimates for recommendations to be used for the

City's budgetary purposes. Pier 1 shall include analysis of one mooring configuration at the west end.

**4.4. Structure Evaluation for Operating Lateral Loads:** From the Preliminary Analyses, evaluate vertical and lateral load capacities of Pier 1 for existing conditions. Load combinations per UFC 4-152-01 shall be used to evaluate whether the structures in their existing conditions meet the operating criteria of UFC 4-152-01 and those defined in the MARAD lease agreement. If the vertical or lateral capacities of the structure are found to be deficient, the reduced allowable loads shall also be calculated.

## Pier 2 Section Contents

**4.5. Concrete Deck Capacity Analysis:** Provide an analysis of Pier 2 conformity with MARAD live load requirements. Analysis shall include review of available original construction drawings (City's map archive room will be accessible to the consultant, although inventory of available drawings is unknown) and results on above water inspections, determination of capacity criteria (deck service loads, etc.), performance of deck capacity analysis for presumed 100% pile supported and range of damaged pile scenarios, and a technical write-up presenting a summary of findings.

**4.6. Mooring and Berthing Analysis:** From the mooring and berthing analysis results, provide recommended improvements to the Pier 2 berthing infrastructure and/or mooring procedures and operations, and include an evaluation and comparison of the effectiveness of each proposed modification. Include rough-order-magnitude (ROM) cost estimates for recommendations, to be used for the City's budgetary purposes. Pier 2 shall include analysis of four (4) mooring configurations, both at the north and south sides of the west end and the east (land-side) end.

**4.7. Structure Evaluation for Operating Lateral Loads:** From the Preliminary Analyses, evaluate vertical and lateral load capacities of Pier 2 for existing conditions. Load combinations per UFC 4-152-01 shall be used to evaluate whether the structures in their existing conditions meet the operating criteria of UFC 4-152-01 and those defined in the MARAD lease agreement. If the vertical or lateral capacities of the structure are found to be deficient, the reduced allowable loads shall also be calculated.

**4.8. Concrete Pile Repair Recommendations:** Based on the results of the concrete pile core testing and reporting, develop repair recommendations. These recommendations shall include the following at a minimum:

- Recommended repair type, to be identified as one of the following: no repair, cosmetic repair, jacket repair, or replacement;
- Exact location of each pile requiring repair;
- Rough order magnitude (ROM) costs estimates to be used for the City's budgetary purposes;
- Post Repair Maintenance Plan.

**4.9. Deck Damage Evaluation:** Based on the results of the general above water inspection and reporting, determine remaining functional service life of the deck and cap beams assuming no repair intervention, as well as develop repair concept approaches and recommendations. These recommendations shall include rough-order-magnitude (ROM) cost estimates to be used for the City's budgetary purposes.

**4.10. Curb Damage Evaluation:** Based on the current condition of the curb and operational requirements, determine the remaining functional service of the curb assuming no repair intervention, as well as develop repair concept approaches and recommendations. These recommendations shall include rough-order-magnitude (ROM) cost estimates to be used for the City's budgetary purposes.

**4.11. Bollard and Cleat Evaluation –** Provide detailed description of deteriorated bollard and clear pedestals. Provide recommendations for repair method(s), with rough-order-magnitude (ROM) cost estimates to be used for the City's budgetary purposes.

### **Pier 3 Section Contents:**

**4.12. Concrete Deck Capacity Analysis:** Provide an analysis of Pier 3 conformity with MARAD live load requirements. Analysis shall include review of available original construction drawings and results on above water inspections, determination of capacity criteria (deck service loads, etc.), performance of deck capacity analysis for presumed 100% pile supported and range of damaged pile scenarios, and a technical write-up presenting a summary of findings.

**4.13. Mooring and Berthing Analysis:** From the mooring and berthing analysis results, provide recommended improvements to the Pier 3 berthing infrastructure and/or mooring procedures and operations, and include an evaluation and comparison of the effectiveness of each proposed modification. Include rough-order-magnitude (ROM) cost estimates for recommendations, to be used for the City's budgetary purposes. Pier 3 shall include analysis of two (2) mooring configurations and both the north and south side of the west end.

4.14. Structure Operating Lateral Load Evaluation: From the Preliminary Analyses, evaluate vertical and lateral load capacities of Pier 2 for existing conditions. Load combinations per UFC 4-152-01 shall be used to evaluate whether the structures in their existing conditions meet the operating criteria of UFC 4-152-01 and those defined in the MARAD lease agreement. If the vertical or lateral capacities of the structure are found to be deficient, the reduced allowable loads shall also be calculated.

4.15. Concrete Pile Repair Recommendations: Based on the results of the above water observation, determine remaining functional service life of piles assuming no repair intervention. If determined necessary by above water observation, develop repair concept approaches and recommendations. These recommendations shall include the following at a minimum.

- Recommended repair type, to be identified as one of the following: no repair, cosmetic repair, jacket repair, or replacement;
- Exact location of each pile requiring repair;
- Rough order magnitude (ROM) costs estimates to be used for the City's budgetary purposes;
- Post Repair Maintenance Plan.

4.16. Deck Damage Evaluation: Based on the results of the general above water inspection and reporting, determine remaining functional service life of the deck and cap beams assuming no repair intervention, as well as develop repair concept approaches and recommendations. These recommendations shall include rough-order-magnitude (ROM) cost estimates to be used for the City's budgetary purposes..

4.17. Curb Damage Evaluation: Based on the current condition of the curb and operational requirements, determine the remaining functional service of the curb assuming no repair intervention, as well as develop repair concept approaches and recommendations. These recommendations shall include rough-order-magnitude (ROM) cost estimates to be used for the City's budgetary purposes.

4.18. Bollard and Cleat Evaluation – Provide detailed description of deteriorated bollard and clear pedestals. Provide recommendations for repair method(s), with rough-order-magnitude (ROM) cost estimates to be used for the City's budgetary purposes.

## 5. INTERIM INSPECTION, TESTING AND REPORTING SERVICES

5.1. Contract Documents. The Consultant shall prepare field investigations and an interim study report. The Consultant shall keep the City fully informed of progress, developments and problems encountered during the course of the work.

## Exhibit A

- 5.2. Schedule. All services described in this Scope of Professional Services, shall be completed within 18 months from the date of execution of the agreement. Said time period shall include City review time. Within ten days of authorization to proceed, Consultant shall submit a schedule for Study Phase Services to include meetings, and City review periods. Consultant shall contact PM Realty Group to obtain information regarding City review period.
- 5.3. Submittals. The Consultant shall provide three hard copies and one electronic copy of the Interim Report, including electronic drawing files. The City will respond with directives to issues raised in the report within 30 working days.
- 5.4. Interim Report Review Meeting. Within 45 working days of submittal of the Interim Report, attend a meeting with the City and PM Realty Group (location to be determined) to present findings of the report and discuss recommended alternatives for pier rehabilitation and other issues. Prepare PowerPoint presentation to present findings.

### 6. LIAISON WITH PROPERTY MANAGER

- 6.1. All correspondence and submittals shall be addressed to PM Realty Group (PMRG):

Ruby Rubio  
Assistant Property Manager  
950 West Mall Square, Suite 239  
Alameda, CA 94501  
Phone: (510) 749-0304

- 6.2. Project Manager. Consultant shall designate an employee of Consultant as Project Manager, who shall be fully cognizant of the requirements and progress of the work at all times during the design phase. All liaisons with the City regarding the Project shall be through PMRG.
- 6.3. Progress meetings. The Project Manager shall have teleconference with City/PMRG to discuss project progress and details at approximately two-week intervals during the design phase, on a mutually agreeable regular schedule.
- 6.4. Progress reports. The Project Manager shall submit short and concise monthly progress reports to PMRG indicating project status.
- 6.5. Site visits. All site visits for information gathering shall be in coordination with PMRG.

**7. STANDARDS FOR CONSULTANT PERFORMANCE**

**7.1. Review/Compliance.** As a signatory to the agreement, Consultant certifies that the work has been thoroughly reviewed and checked for accuracy. This project will use U. S. customary units.

**7.2. Quality of work.** All work shall be in accordance with the best engineering practices. Workmanship shall be neat with all lines and lettering of uniform weight and clarity for complete legibility and satisfactory reproduction at reduced scale. All elements of Consultant's submittals shall be completely and thoroughly checked by the Consultant before submission to the City.

**Attachment:**

- 1: Condition Assessment Report for Pier 1, Pier 2 & Pier 3; March 31, 2008
- 2: Hornet Mooring Plan (Pier 1); August 2005
- 3: Reference drawings of Piers 1, 2 and 3 (incomplete sets)



# PROJECT BUDGET AND BILLING

CITY OF ALAMEDA | PIER STUDY

We propose to perform the indicated work for a flat fee of \$456,800. This fee includes all anticipated reimbursable expenses with markup. An approximate breakdown of this fee is provided in Table 4-1 below. If additional meeting time, site visits, or other additional services are required beyond that already estimated for this scope of work, this can be performed for an additional cost on a negotiated basis as mutually agreed upon by the City and SGH. This fee is valid for 60 days from the date of this proposal, after which time we reserve the right to modify it to reflect changing economic conditions.

### Approximate Breakdown of Fixed Fee

Our fees will be invoiced monthly, based on the estimated percentage of completion of project scope during that month.

Task	Pier 1	Pier 2	Pier 3	Totals
Above Water Inspection	\$ 5,000	\$ 13,000	\$ 16,100	\$ 34,100
Below Water Inspection	\$ 50,800	\$ 106,000	-	\$ 156,800
Materials Sampling & Testing	\$ 10,000	\$ 113,000	\$ 2,000	\$ 125,000
King Pile Rehabilitation	\$ 5,800	-	-	\$ 5,800
Sheet Pile Rehabilitation	\$ 4,600	-	-	\$ 4,600
Concrete Deck Capacity Analysis	-	\$ 7,000	\$ 8,200	\$ 15,200
Mooring & Berthing Analysis	\$ 4,500	\$ 18,000	\$ 9,000	\$ 31,500
Structural Evaluation for Operating Loads	\$ 11,500	\$ 17,000	\$ 18,900	\$ 47,400
Concrete Pile Repair Recommendations	-	\$ 7,500	\$ 7,500	\$ 15,000
Deck Damage Evaluation	-	\$ 6,000	\$ 7,400	\$ 13,400
Curb Damage Evaluation	-	\$ 2,000	\$ 2,000	\$ 4,000
Bollard & Cleat Evaluation	-	\$ 2,000	\$ 2,000	\$ 4,000
<b>Totals</b>	<b>\$ 92,200</b>	<b>\$ 291,500</b>	<b>\$ 73,100</b>	<b>\$ 456,800</b>

Invoices are payable within 30 days of receipt. We reserve the right to suspend services if payments fall substantially in arrears.

This fee is based on the following assumptions:

1. The City of Alameda will provide access to the site to perform the necessary inspection work from both the land and water sides of the piers.
2. The City of Alameda will obtain all necessary permits for inspection operations, security access, etc.
3. All inspection work will be performed with one mobilization/demobilization over a 12 week period. Standby days or days when inspection activities are interrupted by no fault of SGH or Shoreline will be charged at \$4,000 per day.
4. This fee does not include the handling of hazardous materials, including unexploded munitions, as required to carry out the inspection work.
5. This fee does not include efforts to develop safety planning in excess of SGH's safety manual and Shoreline's typical dive planning and site-specific training.
6. Vessels utilized for inspection tasks are less than 5 gross tons.
7. No more than eight (8) mooring analyses will be performed in accordance with the scope of work. If additional analyses are required, they can be done for \$4,500 per vessel arrangement.



# CERTIFICATE OF LIABILITY INSURANCE

SIMPGUM-01 CREINHARDT

DATE (MM/DD/YYYY)  
6/29/2016

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	CONTACT NAME: PHONE (A/C, No. Ext): (617) 328-6555		FAX (A/C, No): (617) 328-6888
	E-MAIL ADDRESS: boston@amesgough.com		
INSURED	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Phoenix Insurance Company A+, XV		25623
	INSURER B: Travelers Indemnity Company of Connecticut		25682
	INSURER C: Travelers Property Casualty Company of America		25674
	INSURER D: Lexington Insurance Company A, XV		19437
	INSURER E:		
	INSURER F:		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X X	6303646P60116PHX	01/01/2016	01/01/2017	EACH OCCURRENCE	\$ 1,000,000	
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
						MED EXP (Any one person)	\$ 10,000	
						PERSONAL & ADV INJURY	\$ 1,000,000	
						GENERAL AGGREGATE	\$ 2,000,000	
						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
							\$	
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC					COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	OTHER:					BODILY INJURY (Per person)	\$	
						BODILY INJURY (Per accident)	\$	
						PROPERTY DAMAGE (Per accident)	\$	
							\$	
B	AUTOMOBILE LIABILITY  ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS  <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X X	BA0F99813916TCT	01/01/2016	01/01/2017	EACH OCCURRENCE	\$ 10,000,000	
						AGGREGATE	\$ 10,000,000	
							\$	
C	X UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR  EXCESS LIAB CLAIMS-MADE	X X	CUP5212P87916TIL	01/01/2016	01/01/2017	X PER STATUTE	OTH-ER	
	DED <input checked="" type="checkbox"/> RETENTIONS 10,000					E.L. EACH ACCIDENT	\$ 1,000,000	
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N  (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	UB7G00049316TIL	01/01/2016	01/01/2017			
D	Prof & Poll Liab		023462679	07/02/2016	07/02/2017	Per Claim/Aggregate		
D	Prof & Poll Liab		023462679	07/02/2016	07/02/2017	Aggregate		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
All Coverages are in accordance with the policy terms and conditions.

Project: OK-0000462-SXY - Inspection and Evaluation of Alameda Pier 1-3

City of Alameda, Base Reuse Department, the City, its City Council, boards, commissions, officials, employees and volunteers shall be listed as additional insured with respect to General, Auto and Umbrella Liability where required by written contract. General, Auto and Umbrella Liability is Primary & non-contributory. A Waiver of Subrogation and 30 Day Notice of Cancellation is provided in accordance with the policy terms and conditions in favor of the additional insured.

CITY OF ALAMEDA  
Risk Management

## CERTIFICATE HOLDER

City of Alameda Base Reuse Department Alameda Point, Building 1 950 West Mall Square, Room 110 Alameda, CA 94501	Date <i>6-30-16</i>	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 <i>Michael Herlihy</i>	

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

## **✓ BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

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

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. BROAD FORM NAMED INSURED
- B. BLANKET ADDITIONAL INSURED
- C. EMPLOYEE HIRED AUTO
- D. EMPLOYEES AS INSURED
- E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS
- F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS
- G. WAIVER OF DEDUCTIBLE – GLASS
- H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT
- I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT
- J. PERSONAL EFFECTS
- K. AIRBAGS
- L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
- M. BLANKET WAIVER OF SUBROGATION
- N. UNINTENTIONAL ERRORS OR OMISSIONS

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **BLANKET ADDITIONAL INSURED**

The following is added to Paragraph c. in A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### **C. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:

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

## COMMERCIAL AUTO

2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:

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

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

### D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:

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

### E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or

within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limit Of Insurance, of SECTION II – LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limit Of Insurance, of SECTION II – LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available

to the "insured" whether primary, excess contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

#### G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

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

#### H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

#### I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

#### J. PERSONAL EFFECTS

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

##### Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

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

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

#### K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. if that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

#### L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV – BUSINESS AUTO CONDITIONS:

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

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

## COMMERCIAL AUTO

### M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV - BUSINESS AUTO CONDITIONS:

#### 5. Transfer Of Rights Of Recovery Against Others To Us

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

such contract. The waiver applies only to the person or organization designated in such contract.

### N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV - BUSINESS AUTO CONDITIONS:

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



WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY  
ENDORSEMENT WC 99 08 11 (A)

POLICY NUMBER: UB7G00049316TIL

### NOTICE OF CANCELLATION

Except for non-payment of premium by you, we agree that no cancellation or limitation of this policy shall become effective until the number of days written notice specified in Item 2 of the Schedule has been mailed to you and to the person or organization designated in Item 1 of the Schedule at the address indicated.

#### SCHEDULE

1. Name: ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OR MATERIAL LIMITATIONS OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:
  1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR MATERIAL LIMITATION OF THIS POLICY; AND
  2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

Address: THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

2. Number of Days Written Notice: 30 Additional Days

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

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

Endorsement Effective 01/01/2016      Policy No. UB7G00049316TIL      Endorsement No.

Insured Simpson Gumpertz & Heger, Inc

Premium \$

Insurance Company Travelers Property & Casualty Countersigned by \_\_\_\_\_

DATE OF ISSUE:

ST ASSIGN:

Page 1 of 1

CITY OF ALAMEDA  
Risk Management  
Risk Manager  
*Lucretia Akil* Date 6-30-14  
Lucretia Akil, City Risk Manager

Insured: Simpson, Gumpertz & Heger, Inc.

Effective Date: 01/01/16 to 1/01/17



ONE TOWER SQUARE  
HARTFORD, CT 06183

WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00)-01

POLICY NUMBER: UB7G00049316TIL

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

**SCHEDULE**

**DESIGNATED PERSON:**

**DESIGNATED ORGANIZATION:**

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS  
AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO  
FURNISH THIS WAIVER.

*Lucretia Akil*  
CITY OF ALAMEDA  
Risk Management  
Date 6-30-16  
Lucretia Akil, City Risk Manager

DATE OF ISSUE: 01/01/16

ST ASSIGN:

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

## **OTHER INSURANCE – ADDITIONAL INSUREDS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART



### **PROVISIONS**

COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), Paragraph 4. (Other Insurance), is amended as follows:

1. The following is added to Paragraph a. Primary Insurance:

✓ However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs; and
- b. The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed

subsequent to the signing and execution of that contract or agreement by you.

2. The first Subparagraph (2) of Paragraph b. Excess Insurance regarding any other primary insurance available to you is deleted.
3. The following is added to Paragraph b. Excess Insurance, as an additional subparagraph under Subparagraph (1):

That is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.

*Lucretia Akil*  
CITY OF ALAMEDA  
Risk Management  
Date 6-30-14  
Lucretia Akil, City Risk Manager

Insured: Simpson, Gumpertz & Heger, Inc.

POLICY NUMBER: 6303646P60116PHX

ISSUE DATE: 01/01/16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED ENTITY – NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

### SCHEDULE

CANCELLATION: Number of Days Notice of Cancellation: 30  
NONRENEWAL: Number of Days Notice of Nonrenewal: 30

PERSON OR  
ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OR NONRENEWAL OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

- 1) YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR NONRENEWAL OF THIS POLICY; AND
- 2) WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:

"THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US."

*Lucretia Akil, City Risk Manager*  
CITY OF ALAMEDA  
Risk Management  
6-30-16  
Date

PROVISIONS:

- A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.
- B. If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.

Insured: Simpson, Gumpertz & Heger, Inc.  
Charter Oak Fire Insurance Company  
Policy #6303646P60116PHX  
Effective: 01/01/2016-1/01/2017

COMMERCIAL GENERAL LIABILITY

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

## **ARCHITECTS, ENGINEERS AND SURVEYORS INDUSTRYEDGE<sup>SM</sup> ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Broadened Named Insured
- B. Incidental Medical Malpractice
- C. Reasonable Force – Bodily Injury Or Property Damage
- D. Non-Owned Watercraft – Increased To Up To 75 feet
- E. Aircraft Chartered With Pilot
- F. Extension Of Coverage – Damage To Premises Rented To You
- G. Personal Injury – Assumed by Contract
- H. Increased Supplementary Payments
- I. Additional Insured – Owner, Manager Or Lessor Of Premises
- J. Additional Insured – Lessor Of Leased Equipment
- K. Additional Insured – State Or Political Subdivisions – Permits Relating To Premises
- L. Additional Insured – State Or Political Subdivisions – Permits Relating To Operations
- M. Who Is An Insured – Newly Acquired Or Formed Organizations
- N. Injury To Co-Employees And Co-Volunteer Workers
- O. Medical Payments Limit
- P. Knowledge And Notice Of Occurrence Or Offense
- Q. Other Insurance Condition
- R. Unintentional Omission
- S. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Contract
- T. Amended Bodily Injury Definition
- U. Amended Insured Contract Definition – Railroad Easement
- V. Additional Definition – Written Contract Requiring Insurance

### **PROVISIONS**

#### **A. BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES**

The Named Insured in Item 1. of the Declarations is amended as follows:

The person or organization named in Item 1. of the Declarations and any organization, other than a partnership, joint venture, limited liability company or trust, of which you are the sole owner or in which you maintain the majority ownership interest on the effective date of the policy. How-

ever, coverage for any such additional organization will cease as of the date, if any, during the policy period, that you no longer are the sole owner of, or maintain the majority ownership interest in, such organization.

#### **B. INCIDENTAL MEDICAL MALPRACTICE**

1. The following is added to the definition of "occurrence" in the DEFINITIONS Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission

## COMMERCIAL GENERAL LIABILITY

committed by any of your "employees" who is employed by you as a registered nurse, licensed practical nurse, emergency medical technician or paramedic, in providing or failing to provide "incidental medical services" or "Good Samaritan services" to a person.

2. The following is added to the **DEFINITIONS** Section:

- a. "Incidental medical services" means medical, surgical, dental, laboratory, x-ray or nursing service, treatment, advice or instruction; the related furnishing of food or beverages; the furnishing or dispensing of drugs or medical supplies or appliances; or first aid.
- b. "Good Samaritan services" means those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.

3. The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**

Paragraphs (1) (a), (b), (c) and (d) above do not apply to any of your "employees" who are employed by you as a registered nurse, licensed practical nurse, emergency medical technician or paramedic but only while performing the services described in Paragraph 1. above and while acting within the scope of their employment by you. Any such "employees" rendering "incidental medical services" or "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.

4. The following exclusion is added to Paragraph 2. Exclusions of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

**Sale of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by or with the knowledge or consent of the insured.

5. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to you or any of your "employees"

for "bodily injury" that arises out of providing or failing to provide "incidental medical services" or "Good Samaritan services", except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

6. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed by any of your "employees" in providing or failing to provide "incidental medical services" or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

**C. REASONABLE FORCE PROPERTY DAMAGE – EXCEPTION TO EXPECTED OR INTENDED INJURY EXCLUSION**

The following replaces Exclusion a., **Expected Or Intended Injury**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

a. **Expected Or Intended Injury Or Damage**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

**D. NON-OWNED WATERCRAFT – INCREASED TO UP TO 75 FEET**

1. The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

- (a) Less than 75 feet long; and
- (b) Not being used to carry any person or property for a charge.

2. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person who, with your expressed or implied consent, either uses or is responsible for the use of a nonowned watercraft that is less than 75 feet and not being used to carry person or property for a charge is included as an insured under this Coverage Part.

## COMMERCIAL GENERAL LIABILITY

### E. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured; and
- (b) Not owned by any insured.

### F. EXTENSION OF COVERAGE – DAMAGE TO PREMISES RENTED TO YOU

1. The following replaces the last paragraph of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to this coverage as described in SECTION III – LIMITS OF INSURANCE

2. The insurance under this Provision F. does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Rupture, bursting, or operation of pressure relief devices;
- b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or
- c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

3. The following replaces Paragraph 6. of SECTION III – LIMITS OF INSURANCE

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for the sum of all damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission

of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$300,000; or
- b. The amount shown for the Damage To Premises Rented To You Limit in the Declarations for this Coverage Part.

4. The following replaces Paragraph a. of the definition of "insured contract" in the DEFINITIONS Section:

- 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 to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water is not an "insured contract";

### G. PERSONAL INJURY – ASSUMED BY CONTRACT

The following replaces Exclusion e., Contractual Liability in Paragraph 2. of SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY:

"Advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

### H. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGES:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

## COMMERCIAL GENERAL LIABILITY

2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

**I. ADDITIONAL INSURED – OWNER, MANAGER OR LESSOR OF PREMISES**

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you have agreed in a "written contract requiring insurance" to include as an additional insured on this Coverage Part is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that "written contract requiring insurance"; and
- b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, and arises out of the ownership, maintenance or use of that part of any premises leased to you under that "written contract requiring insurance".

2. The insurance provided to such additional insured under this Provision I. is subject to the following provisions:

- a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the "written contract requiring insurance", or the limits shown in the Declarations for this Coverage Part, whichever are less; and
- b. The insurance afforded to such additional insured does not apply to:
  - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you cease to be a tenant in that premises;
  - (2) Any structural alterations, new construction or demolition operations

performed by or on behalf of such additional insured; or

- (3) Any premises for which coverage is excluded by another endorsement to this Coverage Part.

3. This Provision I. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

**J. ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT**

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you have agreed in a "written contract requiring insurance" to include as an additional insured on this Coverage Part is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that "written contract requiring insurance"; and
- b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, in the maintenance, operation or use of equipment leased to you by such additional insured.

2. The insurance provided to such additional insured under this Provision J. is subject to the following provisions:

- a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the "written contract requiring insurance", or the limits shown in the Declarations for this Coverage Part, whichever are less; and
- b. The insurance afforded to such additional insured does not apply:
  - (1) To any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after the equipment lease expires; or
  - (2) If the equipment is leased with an operator.

## COMMERCIAL GENERAL LIABILITY

3. This Provision J. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

### K. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO PREMISES

The following is added to SECTION II – WHO IS AN INSURED:

Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you, is an insured, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.

### L. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO OPERATIONS

The following is added to SECTION II – WHO IS AN INSURED:

Any state or political subdivision that has issued a permit is an insured, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed by you or on your behalf for which that state or political subdivision has issued such permit. However, no such state or political subdivision is an insured for:

1. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
2. "Bodily injury" or "property damage" included within the "products – completed operations hazard".

### M. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4.a. of SECTION II – WHO IS AN INSURED:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy pe-

riod, whichever is earlier. Any such newly acquired or formed organization that you report in writing to us within 180 days after you acquire or form the organization will be covered under this provision until the end of the policy period, even if there are more than 180 days remaining until the end of the policy period.

### N. INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

The following is added to SECTION II – WHO IS AN INSURED:

1. Your "employees" are insureds with respect to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to your "volunteer workers" while performing duties related to the conduct of your business, provided that this coverage for your "employees" does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.
2. Your "volunteer workers" are insureds with respect to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business, or to your "employees" in the course of the "employee's" employment by you, provided that this coverage for your "volunteer workers" does not apply while performing duties unrelated to the conduct of your business.
3. Subparagraphs 2.a.(1)(a), (b) and (c) and 3.a. of SECTION II – WHO IS AN INSURED do not apply to "bodily injury" for which insurance is provided by paragraph 1. or 2. above.

### O. MEDICAL PAYMENTS LIMIT

The following replaces paragraph 7. of SECTION III – LIMITS OF INSURANCE:

Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown on the Declarations for Medical Expense Limit.

### P. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2. Duties In The Event of Occurrence, Offense, Claim Or

## COMMERCIAL GENERAL LIABILITY

### Suit of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation, accident, or health insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.

### Q. OTHER INSURANCE CONDITION

1. The following replaces Paragraph 4., Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

#### 4. Other Insurance

If valid and collectible "other insurance" is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

##### a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the "other insurance" is also primary. Then, we will share with all that "other insur-

ance" by the method described in c. below.

##### b. Excess Insurance

This insurance is excess over any of the "other insurance", whether primary, excess, contingent or on any other basis:

- (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk, or similar coverage for "your work";
- (2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (3) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
- (4) If the loss arises out of the maintenance or use of aircraft, "autos", or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability; or
- (5) That is available to the insured when the insured is an additional insured under any other policy, including any umbrella or excess policy.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any provider of "other insurance" has a duty to defend the insured against that "suit". If no provider of "other insurance" defends, we will undertake to do so, but we will be entitled to the insured's rights against all those providers of "other insurance".

When this insurance is excess over "other insurance", we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such "other insurance" would pay for the loss in the absence of this insurance; and

## COMMERCIAL GENERAL LIABILITY

(2) The total of all deductible and self-insured amounts under that "other insurance".

We will share the remaining loss, if any, with any "other insurance" that is not described in this Excess Insurance provision.

### c. Method Of Sharing

If all of the "other insurance" permits contribution by equal shares, we will follow this method also. Under this approach each provider of insurance contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the "other insurance" does not permit contribution by equal shares, we will contribute by limits. Under this method, the share of each provider of insurance is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all providers of insurance.

## 2. The following definition is added to SECTION V – DEFINITIONS:

"Other insurance":

- a. Means insurance, or the funding of losses, that is provided by, through or on behalf of:
  - (1) Another insurance company;
  - (2) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit section of Paragraph 5. of LIMITS OF INSURANCE (Section III) or the Non cumulation of Personal and Advertising Injury limit sections of Paragraph 4. of LIMITS OF INSURANCE (Section III) applies;
  - (3) Any risk retention group;
  - (4) Any self-insurance method or program, other than any funded by you and over which this Coverage Part applies; or
  - (5) Any similar risk transfer or risk management method.
- b. Does not include umbrella insurance, or excess insurance, that you bought specifically to apply in excess of the limits of

Insurance shown on the Declarations of this Coverage Part.

## R. UNINTENTIONAL OMISSION

1. The following is added to Paragraph 6. Representations of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance.

2. This Provision R. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

## S. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY CONTRACT

The following is added to Paragraph 8. Transfer of Rights of Recovery Against Others to Us of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of:

1. Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;
2. Ongoing operations performed by you, or on your behalf, under a contract or agreement with that person or organization;
3. "Your work"; or
4. "Your products".

We waive these rights only where you have agreed to do so as part of a "written contract requiring insurance" entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense or "advertising injury" offense is committed.

## T. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the DEFINITIONS Section:

"Bodily Injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a per-

## COMMERCIAL GENERAL LIABILITY

son, including death resulting from any of these at any time.

### **U. AMENDED INSURED CONTRACT DEFINITION – RAILROAD EASEMENT**

1. Subparagraph c. of the definition of "insured contract" in the DEFINITIONS Section is replaced by the following:
  - c. Any easement or license agreement;
2. Subparagraph f.(1) of the definition of "insured contract" in the DEFINITIONS Section is deleted.

### **V. ADDITIONAL DEFINITION – WRITTEN CONTRACT REQUIRING INSURANCE**

The following definition is added to the DEFINITIONS Section:

"Written contract requiring insurance" means that part of any written contract or written agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that:

- a. You agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:

(1) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the "written contract requiring insurance" applies;

(2) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; or

(3) If neither Paragraph (1) nor (2) above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; and

(b) The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

## COMMERCIAL GENERAL LIABILITY

2. The insurance provided to the additional insured by this endorsement is limited as follows:
  - a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured will be limited to such minimum required limits of liability. For the purposes of determining whether this limitation applies, the minimum limits of liability required by the "written contract requiring insurance" will be considered to include the minimum limits of liability of any Umbrella or Excess liability coverage required for the additional insured by that "written contract requiring insurance". This endorsement will not increase the limits of insurance described in Section III – Limits Of Insurance.
  - b. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
    - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
    - (2) Supervisory, inspection, architectural or engineering activities.
  - c. The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured during the policy period.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured under which that person or organization qualifies as a named insured, and we will not share with that other insurance. But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.
4. As a condition of coverage provided to the additional insured by this endorsement:
  - a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
    - (1) How, when and where the "occurrence" or offense took place;
    - (2) The names and addresses of any injured persons and witnesses; and
    - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
  - b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
    - (1) Immediately record the specifics of the claim or "suit" and the date received; and
    - (2) Notify us as soon as practicable.The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
  - c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
  - d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to other insurance available to the additional insured which covers that person or organization as a named insured as described in Paragraph 3. above.
5. The following is added to the DEFINITIONS Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or or-

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ganization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed, during the policy period and:

- a. After the signing and execution of the contract or agreement by you; and
- b. While that part of the contract or agreement is in effect.