

## **CONTRACTOR AGREEMENT**

THIS AGREEMENT, entered into this 23 day of April, 2015, by and between CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and POWER ENGINEERING CONSTRUCTION COMPANY, a California corporation whose address is 1501 Viking Street, Suite 200, Alameda, CA 94501, hereinafter called the Contractor, 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 the owner of Pier 2 at Alameda Point. Due to severe deterioration and the overall poor physical condition of the present sewer system servicing the Ready Reserve Fleet vessels at Pier 2, a complete replacement is sought. PM Realty Group (PMRG), under the direction of the City, issued a Request for Proposals in March 10, 2015 and advertised the project in the Alameda Journal, City's website, 21 separate builders exchanges throughout Bay Area, and reached out to the qualified firms in the City's bidders list. After a bidding period of 29 days, one proposal was received. City staff reviewed the proposal and found the contractor to be responsive and their experience and qualifications most closely suits the needs of the City.

C. Firm possesses the skill, experience, ability, background, certification and knowledge to provide the services in this Agreement on the terms and conditions described herein.

C. City and Contractor desire to enter into an agreement for Pier 2, above deck sewer replacement project, upon the terms and conditions herein.

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

1. **TERM:**

The Contractor shall begin work within five (5) working days after receiving notice from the City to commence the work, and shall diligently prosecute the work to completion before the expiration of one hundred fifty (150) consecutive working days from date of receipt of notice to begin work.

2. **SERVICES TO BE PERFORMED:**

Contractor 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 work included strictly in accordance with Exhibit "A", which is attached hereto and incorporated herein by this reference.

3. **COMPENSATION TO CONTRACTOR:**

Contractor shall be compensated for services performed pursuant to this Agreement in the

incorporated herein by this reference. Payment will be made in the same manner that claims of a like character are paid by the City, with checks drawn on the treasury of said City. Total compensation under this contract shall not exceed \$1,264,969.00.

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

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

5. **STANDARD OF CARE:**

Contractor agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals 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 nor have any contractual relationship with City.

6. **INDEPENDENT PARTIES:**

Contractor hereby declares that it is engaged in an independent business and agrees to perform its services as an independent contractor and not as the agent or employee of the City. The manner and means of conducting the work are under the control of Contractor, 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 Contractor'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 Contractor, 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 fees due Contractor. Payments of the above items, if required, are the responsibility of Contractor.

7. **IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

Contractor 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. Contractor 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 Contractor.

8. **NON-DISCRIMINATION:**

Consistent with City's policy that harassment and discrimination are unacceptable employer/employee conduct, Contractor agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Contractor or Contractor'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. Contractor agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. **HOLD HARMLESS:**

Contractor shall indemnify, defend, and hold harmless City, its City Council, boards, commissions, officials, and employees ("Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees

("Claims"), arising from or in any manner connected to Contractor'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 Contractor, Contractor shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Contractor. However, Contractor shall not be obligated to indemnify Indemnitees from Claims arising from the sole or active negligence or willful misconduct of Indemnitees.

10. **INSURANCE:**

On or before the commencement of the terms of this Agreement, Contractor shall furnish City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 10A, B, C and D. Such certificates, which do not limit Contractor's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda by certified mail, "Attention: Risk Manager." It is agreed that Contractor 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 as additional insured shall be submitted with the insurance certificates.

A. **COVERAGE:**

Contractor shall maintain the following insurance coverage:

(1) **Workers' Compensation:**

Statutory coverage as required by the State of California.

(2) **Liability:**

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$2,000,000 each occurrence \$3,000,000 aggregate - all other
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Property Damage:	\$250,000 each occurrence \$500,000 aggregate
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If submitted, combined single limit policy with aggregate limits in the amounts of \$3,000,000 will be considered equivalent to the required minimum limits shown above.

(3) **Automotive:**

Comprehensive automobile liability coverage in the following minimum limits:

Bodily injury:	\$1,000,000 each occurrence
Property Damage:	\$100,000 each occurrence
or	
Combined Single Limit:	\$1,000,000 each occurrence

- (4) **Commercial Pollution Legal Liability:**  
Coverage with limit of not less than \$2,000,000 per occurrence.

**B. SUBROGATION WAIVER:**

Contractor 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, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance.

**C. FAILURE TO SECURE:**

If Contractor 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 Contractor's name or as an agent of the Contractor and shall be compensated by the Contractor 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 and commissions, officers, and employees shall be named as an additional insured under all insurance coverages, except worker's compensation 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 Contractor. Contractor is advised to consult Contractor's insurance broker to determine adequate coverage for Contractor.

Contractor shall furnish the following bonds from a bonding company acceptable to the City Attorney. Faithful Performance Bond and Labor and Material Bond are only required for work over \$25,000. Therefore, those estimates that are under \$25,000 will not need to budget for the bond premiums and those estimates over \$25,000 will need to be sure to budget for the bond premiums.

The insurance limits required by City are not represented as being sufficient to protect Contractor. Contractor is advised to consult Contractor's insurance broker to determine adequate coverage for Contractor.

**11. BONDS:**

Contractor shall furnish the following bonds from a bonding company acceptable to the City

Attorney:

A. **Faithful Performance:**

A bond in the amount of 100% of the total contract price guaranteeing the faithful performance of this contract, and

B. **Labor and Materials:**

A bond for labor and materials in the amount of 100% of the total contract price.

12. **PROHIBITION AGAINST TRANSFERS:**

Contractor 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 City.

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 by Contractor from City under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to City by Contractor.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Contractor is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Contractor, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

13. **SUBCONTRACTOR APPROVAL:**

Unless prior written consent from City is obtained, only those people and subcontractors whose names are listed in Contractor's bid shall be used in the performance of this Agreement.

Requests for additional subcontracting shall be submitted in writing, describing the scope of work to be subcontracted and the name of the proposed subcontractor. Such request shall set forth the total price or hourly rates used in preparing estimated costs for the subcontractor's services. Approval of the subcontractor may, at the option of City, be issued in the form of a Work Order.

In the event that Contractor employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general and automobile liability insurance in reasonable conformity to the insurance carried by Contractor. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

14. **PERMITS AND LICENSES:**

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

15. **NOTICES:**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals from Contractor to City shall be addressed to City at:

City of Alameda  
Community Development Department  
2263 Santa Clara Avenue, Room 120  
Alameda, CA 94501  
Ph: (510) 747-6890  
Attn: Nanette Mocanu

All notices, demands, requests, or approvals from City to Contractor shall be addressed to Contractor at:

Power Engineering Construction Company  
1501 Viking St., Ste. 200  
Alameda, CA 94501  
Ph: (510) 337-3800  
Attn: Danny A. Reynolds, Vice President

15. **LAWS TO BE OBSERVED.**

The Contractor shall keep himself fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

16. **PREVAILING WAGES:**

a. The Contractor is aware of the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" projects. Since this Project involves a "public work" project, as defined by the Prevailing Wage Laws, Contractor shall fully comply with such Prevailing Wage Laws. Contractor's failure to comply with the Prevailing Wage Law may constitute a default under the contract for performance of the Work which would entitle the City to rescind the contract or exercise other remedies as provided by law or the contract.

b. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Contract from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/). In the alternative, the

Contractor may view a copy of the prevailing rates of per diem wages at the City's Community Development Department, 2263 Santa Clara Avenue, Room 190, Alameda. The Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. The Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws and/or the City's Labor Compliance Program (hereinafter referred to as "LCP"), if any.

c. If this project is funded in whole or in part with Federal monies and subject to the provisions of the Davis-Bacon Act, the successful bidder shall pay not less than the wage rates determined by the Secretary of Labor. The Federal wage rates shall apply unless the State wage rates are higher. The Federal Wage Rates applicable to the contract are those current within ten (10) days of the bid due date.

d. The Contractor and all subcontractors shall pay and shall cause to be paid each worker engaged in work on the Project not less than the general prevailing rate of *per diem* wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor and such workers.

e. The Contractor and all subcontractors shall pay and shall cause to be paid to each worker needed to execute the work on the Project travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining Contracts filed with the Department of Industrial Relations in accordance with Labor Code § 1773.8.

f. If during the period any bid for work on this Project remains open, the Director of Industrial Relations determines that there has been a change in any prevailing rate of *per diem* wages in the locality in which this public work is to be performed, such change shall not alter the wage rates in the Notice calling for Bids or the contract subsequently awarded.

g. Pursuant to Labor Code § 1775, the Contractor shall as a penalty to the City, forfeit Fifty Dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of *per diem* wages, determined by the Director, for such craft or classification in which such worker is employed for any public work done under the Contract by the Contractor or by any Subcontractor under it. The amount of the penalty shall be determined by the Labor Commission. In addition, the difference between such prevailing rate of *per diem* wage and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing rate of *per diem* wage shall be paid to each work by the Contractor.

h. Any worker employed to perform work on the Project, which work is not covered by any craft or classification listed in the general prevailing rate of *per diem* wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the craft or classification which most nearly corresponds to the work on the Project to be performed by them, and such minimum wage rate shall be retroactive to time of initial employment of such person in such craft or classification.

i. For those crafts or job classifications requiring special prevailing wage determinations, please contact the Division of Labor Statistics and Research, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142-0603, (415) 703-4774 or check out the web site at [www.dir.ca.gov](http://www.dir.ca.gov).

17. **LABOR DISCRIMINATION.**

No discrimination shall be made in the employment of persons upon public works because of the race, color, sex, religion, age, national origin, sexual orientation, or physical disability of such persons and every Contractor for public works violating this section is subject to all the penalties imposed for a violation of the provisions of the Labor Code, and, in particular, Section 1735.

18. **REGISTRATION OF CONTRACTORS.**

Before submitting bids, contractors shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professional Code of the State of California.

19. **TERMINATION:**

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

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 Contractor as provided herein. Upon termination of this Agreement, 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.

20. **COMPLIANCES:**

Contractor shall comply with all laws, state or federal and all ordinances, rules and regulations enacted or issued by City.

21. **CONFLICT OF LAW:**

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting 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.

22. **ADVERTISEMENT:**

Contractor shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from City to do otherwise.

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:**

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 Contractor.

25. **INSERTED PROVISIONS:**


Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

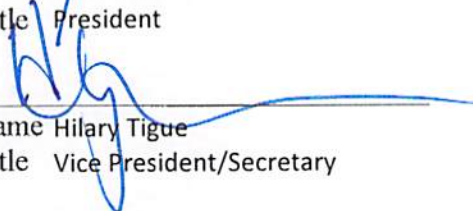
26. **CAPTIONS:**

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.

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

(POWER ENGINEERING  
CONSTRUCTION COMPANY  
California Corporation)

  
\_\_\_\_\_  
Name David Mik  
Title President

  
\_\_\_\_\_  
Name Hilary Tighe  
Title Vice President/Secretary

CITY OF ALAMEDA  
A Municipal Corporation


\_\_\_\_\_  
Elizabeth D. Warmerdam  
Interim City Manager

RECOMMENDED FOR APPROVAL

\_\_\_\_\_  
Jennifer Ott  
Chief Operating Officer – Alameda Point

\_\_\_\_\_  
Nanette Mocanu  
Assistant Community Development Director

APPROVED AS TO FORM:  
City Attorney

  
for Janet Kern 5/3/15  
City Attorney

## Exhibit A



*opened 2:54 PM  
Ryan Gaughan  
Ruby Rubio*

April 10, 2015

PM Realty Group  
Attn: Ryan Gaughan  
101 W. Atlantic Ave.  
Alameda, Ca. 94501  
510-749-0304

Subject: Quote – Design & Engineer Above Deck Pier 2 Sewer System

Dear Mr. Gaughan:

Power Engineering is pleased to provide you with a proposal for the above subject. We performed an above deck visual inspection of Pier 2 and propose the attached pricing for a wastewater system designed and stamped by Moffatt & Nichol Engineers. Our pricing includes all design, engineering, stamped final drawings, labor, equipment, material, supervision, insurance and bonds.

Price is per the following:

1. Running 2 each 1100+/- If runs of 4" DIP pipeline, one on each side of the dock. (We discovered after doing further calculations regarding UV exposure and temperature expansion/contraction of HDPE pipe that while exposed to the sun on the deck, ductile pipe is what's needed above deck.)
2. Install 5 each connection points on each side of the dock.
3. Install a valve, a check valve and a cam-lock fitting at each connection point with support brackets.
4. Pipe will sit in saddles on the deck with stainless steel clamps. The force mains will run at deck level at distance from the docks edge to get a straight run.
5. Supports shall be on centers per pipe specifications and anchored to deck with SS anchors.
6. Pipe expansion fitting will be installed at the pier expansion joint areas.
7. Each pipe header will feed a pump station. We believe we can reduce the number of pump stations down to a single station but will need the flows of the ships discharge pumps. The horsepower of the pumps would increase but there should still be a substantial savings to the city.





## Exhibit A

8. As directed at bid walk we are pricing to install two prefabricated 10' diameter x 10'+/- high factory assembled epoxy lined steel pump chamber with 2 each 250 GPM, 5 HP, 480 volt pump station. Pump station specifications are attached.
9. We will install a new single 6" HDPE force main from the pump stations. This pipe will run under the existing deck to the main near the manhole. We are placing this force main under the deck to protect the HDPE from UV damage and temperature expansion/contraction.
10. All fabricated miscellaneous steel will be hot dip galvanized.
11. All bolts will be stainless steel.

Onsite work, after material delivery, is estimated to take 3-4 months with a five-man crew.

This pricing is based on my site visit. Attached is pricing for engineering and pump station specifications. Exclusions are listed for your review.

Power Engineering Construction Co. DIR# 1000007181

Should you have any questions, please don't hesitate to call me at (510) 337-3800 ext. 229.

Sincerely,

**Power Engineering Construction Company**

A handwritten signature in blue ink that reads "Danny A. Reynolds". The signature is fluid and cursive, with the first name "Danny" and last name "Reynolds" clearly legible.

Danny A Reynolds

Vice President

*Attachments:*

- Breakdown and Exclusion and Subcontractors
- Pump Station Details
- Moffatt & Nichol Pricing



## Exhibit A

**PROPOSAL NUMBER:** 1410058

**BID DATE:** Eng. Est.

**PROJECT:** Alameda, CA – Pier Sewage PS

**ENGINEER:**

**SALES REPRESENTATIVE:**

**USEMCO, INC.**

**PO Box 550**

**Tomah, WI 54660**

**608-372-5911**

**ATTN: Bill Draeger**

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A) One – USEMCO Above Grade submersible pumping station factory assembled in a steel pump chamber and include the following:

- 10' Diameter 10' High
- 4" Piping & valves
- 4" Mechanical joint wall sleeve inlet
- (2) Submersible pumps rated 250 GPM, 25' TDH with 5 HP 480 Volt 3 Phase 1800 RPM motors
- 2" #304 stainless steel guide rails
- Float bracket & J hooks
- 4" Vent pipe
- Hoist Socket
- Metal coating as follows: 4-6 mils primer on all surfaces, 4-6 mils epoxy to top & exterior, 12-15 mils coal tar epoxy to interior

B) One – Duplex NEMA 3R #304 stainless steel tank mount control panel for operation on a 480 Volt 3 Phase 3 Wire service. Panel to control (2) 5 HP motors and include:

- Inner door
- 100 Amp main lugs
- Lightning arrestor
- Phase monitor
- (2) Pump breaker s
- (2) NEMA size 1 FVNR starters w/overloads & reset
- Control Transformer
- Panel heater
- Duplex GFI outlet
- UL 698A label
- Intrinsically safe float circuit
- (2) Hand off autos
- (2) Running lights
- (2) Seal fail lights
- (2) Overtemp lights
- 120 VAC Alarm light & horn
- Dry Contacts

C) One – Lot of ship loose items as follows:

- (4) 40' Mercury float switches
- Touch up kit

## Exhibit A

NOTES: 1. Estimated weight: 15,000 lbs.

**Price: \$106,592.00** F.O.B. factory. This price does not include any taxes which may apply. Any applicable taxes are the sole responsibility of the buyer. Freight charges allowed to the job site or rail siding of USEMCO's selection. Unloading and special transportation expenses related to job site conditions are not included.

Prices quoted and contained herein are firm provided quotation is accepted within 30 days from date of bid and if approved submittals are received within 60 days after mailed from USEMCO for approval.

Two (2) Operational and Maintenance manuals will be supplied at time of start up. Additional copies may be purchased for \$50.00 each.

Terms: Net thirty (30) days from the date of invoice, or at start up, whichever occurs first, if credit is approved, otherwise due in full upon delivery. These terms are independent of and are not contingent upon the manner in which the purchaser may receive payment from others. The sale of the equipment described above is made solely and expressly subject to the terms and conditions on the face and reverse side hereof.

Shipment is estimated 12-16 weeks after receipt in USEMCO's office of complete approved submittal data.

If Start-up is required, USEMCO will furnish a factory trained service representative for \$700.00 per day, plus travel time and expenses.

This proposal is subject to change until Buyer's offer is accepted by USEMCO. Our sales representative does not have authority to accept this offer.

Buyer offers to purchase the equipment this \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_.

Buyer: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Print Name & Officer's Title

Offer accepted this \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_.

**USEMCO, Incorporated**

PO Box 550 Tomah, Wisconsin 54660

Phone: 608-372-5911

By: \_\_\_\_\_



2185 N. California Blvd., Suite 500  
Walnut Creek, California 94596

(925) 944-5411 Fax (925) 944-1732  
www.moffattnichol.com

April 10, 2015

Danny Reynolds  
Vice President  
Power Engineering Construction Co.  
1501 Viking Street, Suite 200  
Alameda, CA 94501

(via email: dar@PowerEngConstruction.com)

Subject: Proposal for Professional Design Services  
Pier 2 Sewer Force Main – Alameda NAS

Dear Danny:

Thank you for the opportunity to provide this proposal to provide engineering design services for the Pier 2 Sewer Force Main at Alameda Naval Air Station. We understand that the City of Alameda seeks to install an above-pier force main sewer system to replace the existing holding tank system servicing the Ready Reserve Fleet vessels at Pier 2. The force main sewer system is expected to include the following elements:

- Ten above-pier connection points (for ship-to-shore umbilicals), 5 on each edge. The ship-to-shore pump system is assumed to have adequate pump capacity to transfer wastewater from the ship, through the connection points, and into the pump stations (location TBD) along the pier edge. This requires the ship pumping over a horizontal distance of approximately 500-ft if the pump stations are near the pier midpoint, or up to 1000-ft if the pump stations are located at either end of the pier. This will be confirmed during the Design Documentation phase of the design effort.
- Above-pier 4" diameter piping from connection points to pump stations. This pipe system transfers wastewater from the connection point to the pump stations using an above-pier pipe running longitudinally along the north and south edges of the pier and connecting to the above-pier pump station(s).
- Above-pier pump stations (holding tank and submersible pumps). These are self-contained systems collecting wastewater from the 4" diameter pipe system and pumping the collected wastewater into an outgoing discharge pipeline. The pump station will have an automatic switch that will engage the submersible pumps during transfer of wastewater.
- Single outgoing 6" diameter pipe from pump stations to the seawall; this pipe will pass through the deck through cored holes and will be suspended from the pier soffit.
- Connection to the existing 14" diameter pipe extending out from the seawall using a transition fitting.
- Piping exposed to sunlight and impact will be ductile iron pipe, and pipe beneath the pier or underground will be ductile iron or DR11 HDPE Pipe.

Based on our discussions and our field visit on 4/2 we have prepared a scope and fee for the proposed improvements, as a design-build contract between the City of Alameda and the design-build team consisting of Power Engineering Construction, Moffatt & Nichol, and an electrical contractor. The design to be provided by M&N will be limited to the piping system; the electrical



Danny Reynolds  
Power Engineering Construction  
April 10, 2015

## Exhibit A



design providing electrical service to the pump stations will be done by the electrical contractor and the selection of the pump station(s) will be done by Power Engineering Construction.

Based on our discussions, alternative designs will be considered during the early stages of design. Possible alternatives include 1) a single pump station located either on the pier edge or in the middle of the pier; and 2) a gravity system with new large-diameter main replacing the existing gravity main. No change in the design budget is expected as a result of using an alternative design described above.

### SCOPE OF SERVICES

Task 1 Project Management: This will be for overall management of the project, for in-house quality control check of the design, and coordination (with Power Engineering Construction, City, and MARAD) as necessary during the design.

Task 2 Design Documentation: M&N will conduct a site investigation, review existing information, and prepare a Basis of Design memorandum to document the standards, codes, and criteria to be used in design of the force main piping system.

Task 3 Prepare Plans & Specifications (90%): M&N will prepare Construction Documents (plans and sheet specifications) for the piping system to the 90% level of design for review and comment by Power Engineering Construction, the City of Alameda, and MARAD.

*Deliverables: Plans – half-size bound hardcopy (4 sets), half-size pdf.*

Task 4 Final Plans & Specifications: Based on comments received on the 90% Design, M&N will respond to comments and complete Final Construction Documents (plans and sheet specifications) for the piping system.

*Deliverables: Original Plans – full-size wet-stamped/signed unbound hardcopy (1 set)  
Plan Copies (electronic stamp/signature) – full-size bound hardcopy (1 set),  
half-size bound hardcopy (4 sets), half-size pdf.*

Task 5 Construction Support: This is the anticipated effort for coordination with Power Engineering Construction, the City, and MARAD; helping resolve construction issues related to the design; and to provide engineering support during the construction work. An allowance of hours for site visits is also included.

We propose to provide these services for a fee of \$69,106 to be billed monthly on a percentage complete basis. A breakdown by task is provided in the attached spreadsheet.

We appreciate the opportunity to work with you on this project.

Sincerely,

**MOFFATT & NICHOL**

Neil Nichols, PE  
Project Manager





## Exhibit B

### Attachment A: Breakdown and Exclusions Pier 2 Alameda

<i>Alameda Point Pier 2 Above Deck Sewer</i>				BID	BID
Item	Description	qty	un	unit	Extension
1	Pier Two Design Engineering and Project Management	1	LS	125000	\$125,000
2	Pier 2 Above Deck Dual Force Mains and Two Pump Station Systems	1100	LF	1,139,969	\$1,139,969
TOTAL				TOTAL BID:	\$1,264,969

#### Subcontractors:

Moffatt & Nichol Engineers, Walnut Creek, Ca.  
TEC Electrical & Fab, Alameda, Ca. Lic.#740843

Permits from the city of Alameda will be charged as Time & Materials

#### Exclusions

1. Permit fees, street use fees, etc.
2. Hazardous materials handling/removal
3. Other Utility relocation

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YY)  
4/23/15

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 require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**

Heffernan Insurance Brokers  
1350 Carback Avenue, Suite 200  
Walnut Creek, CA 94596  
CA License #0564249

CONTACT  
NAME:

Lorraine Remigio

PHONE  
(A/C, No, Ext):

925-934-8500

FAX  
(A/C, No):

925-934-8278

EMAIL

LorraineR@heffins.com

ADDRESS:

**INSURED**

Power Engineering Construction Co.  
1501 Viking Street, Suite 200  
Alameda, CA 94501

**INSURERS AFFORDING COVERAGE****NAIC #**

INSURER A:	Starr Indemnity & Liability Co.	38318
INSURER B:	Zurich American Insurance Company of IL	
INSURER C:	Hartford Fire Insurance Company	19682
INSURER D:	Travelers Property Casualty Ins. Co. of America	25674
INSURER E:	Illinois Union Insurance	27960
INSURER F:		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR \$15,000 Deductible- Per Occurrence GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	X	MASILSF00008114	05/01/2014	08/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 EMPLOYEE BENEFITS \$1,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Comp. Ded. \$1,000 <input checked="" type="checkbox"/> Coll. Ded. \$1,000	X	X	57UUNQT6331	05/01/2014	08/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	X		MASILSF00008214	05/01/2014	08/01/2015	EACH OCCURRENCE \$14,000,000 AGGREGATE \$14,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Incl. USL&H ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in N.H.) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC474480501	10/01/2014	10/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
E	Pollution Liability			COOG22085839010	05/01/2014	08/01/2015	Aggregate Each Occurrence Self Insured Retention \$5,000,000 \$2,000,000 \$25,000
E	Professional Liability			COOG22085839010	05/01/2014	08/01/2015	Aggregate Each Claim Self Insured Retention \$2,000,000 \$2,000,000 \$25,000
A	Protection & Indemnity Incl. Jones Act Coverage			MASILSF00002114	05/01/2014	08/01/2015	Each Occurrence Deductible \$1,000,000 \$5,000
D	Installation Floater			QT6601598C419TIL14	05/01/2014	08/01/2016	Limit Deductible \$1,000,000 \$1,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

Re: Pier2 Sewage PS, Alameda, CA : City of Alameda, a municipal corporation, its city Council, board and commissions officers and employees are named as additional insured on General Liability and Automobile Liability policies if required by written contract per attached endorsements. Waivers of Subrogation apply to General Liability and Automobile Liability policies. Cancellation notice for the Automobile Liability policy is attached. Cancellation endorsement has been requested to the insurance company for General Liability and Workers Compensation policies and will be forwarded when received.

**CERTIFICATE HOLDER**

City of Alameda  
Community Development Department  
Attn: Nanette Mocanu  
2263 Santa Clara Avenue, Room 120  
Alameda, CA 94501

**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**CITY OF ALAMEDA**  
Risk Management

ACORD 25 (2010/05)

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Date 4-29-15  
Lucretia Akil, City Risk Manager



ENDORSEMENT NO.: 6

EFFECTIVE: 12:01 A.M., May 1, 2014

ATTACHED TO AND FORMING PART OF POLICY NO.: MASILSF00008114

OF THE: Starr Indemnity & Liability Company


ISSUED TO: Power Engineering Construction Company


ADDITIONAL ASSURED AND WAIVER OF SUBROGATION ENDORSEMENT

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

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

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

  
\_\_\_\_\_  
AUTHORIZED SIGNATURE  
STARR MARINE AGENCY OF CALIFORNIA  
DOING BUSINESS IN CALIFORNIA AS  
STARR MARINE OF CALIFORNIA INSURANCE AGENCY

CITY OF ALAMEDA  
Risk Management  
  
Date 4-29-15  
Lucretia Akil, City Risk Manager

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

#### 1. BROAD FORM INSURED

##### A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

- (a) That is a partnership or joint venture,
- (b) That is an "insured" under any other policy,
- (c) That has exhausted its Limit of Insurance under any other policy, or
- (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

##### B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

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

##### C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

- (1) The agreement requires you to provide direct primary insurance for the lessor and
- (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

##### D. Additional Insured if Required by Contract

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

CITY OF ALAMEDA  
Risk Management

4-29-15  
Date  
Lucretia Akil, City Risk Mgr.

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

**(2) How Limits Apply**

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

**(3) Additional Insureds Other Insurance**

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

**(4) Duties in The Event Of Accident, Claim, Suit or Loss**

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

**E. Primary and Non-Contributory if Required by Contract**

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

**(3) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

**(4) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

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

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

**2. AUTOS RENTED BY EMPLOYEES**

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

### **3. AMENDED FELLOW EMPLOYEE EXCLUSION**

**EXCLUSION 5. - FELLOW EMPLOYEE -** of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

### **4. HIRED AUTO PHYSICAL DAMAGE COVERAGE**

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire 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.

### **5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

### **6. LOAN/LEASE GAP COVERAGE**

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

### **7. AIRBAG COVERAGE**

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

### **8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

**9. EXTRA EXPENSE - BROADENED COVERAGE**

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

**10. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**11. TWO OR MORE DEDUCTIBLES**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

**12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

**13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

**14. HIRED AUTO - COVERAGE TERRITORY**

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

**15. WAIVER OF SUBROGATION**

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:



We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

#### **16. RESULTANT MENTAL ANGUISH COVERAGE**

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

#### **17. EXTENDED CANCELLATION CONDITION**

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

#### **18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE**

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a.If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b.The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c.Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

a.A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b.A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

#### **19. VEHICLE WRAP COVERAGE**

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.





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

## **NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)**


This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

**CITY OF ALAMEDA**  
Risk Management  
  
Date 4-29-15  
Lucretia Akil, City Risk Manager

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT— CALIFORNIA

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

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be  
premium otherwise due on such remuneration.


% of the California workers' compensation pre-

### Schedule

#### Person or Organization

BLANKET WAIVER OF  
OUR RIGHTS TO  
RECOVER FROM OTHERS

#### Job Description

CITY OF ALAMEDA  
Risk Management  
  
Date 4-29-15  
Lucretia Akil, City Risk Manager

## PERFORMANCE BOND

**Bond Number: 070015651**

\_\_\_\_\_, as principal (the "Principal"),  
and LIBERTY MUTUAL INSURANCE COMPANY, a Massachusetts stock insurance company, as surety (the  
"Surety"), are held and firmly bound unto City of Alameda

WHEREAS, the Principal has by written agreement, dated the 23rd day of April, 2015, entered into a contract (the "Contract") with the Obligees for Above Deck Pier 2 Sewer System

1. Whenever the Principal shall be, and declared by the Obligee to be in default under the Contract, the Obligee having performed the Obligee's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1.3 Obtain a bid or bids from alternative contractors to complete the Contract in accordance with its terms and conditions, and upon determination by the Surety of the lowest responsible bidder, or if the Obligee elects, upon determination by the Obligee and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding the amount set forth in the first paragraph of this bond. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Obligee to the Principal under the Contract and any amendments thereto, less the amount properly paid by the Obligee to the Principal; or

**b. Deny liability in whole or in part and notify the Obligee citing reasons therefore.**

2. Notwithstanding any other provision of this bond or the Contract, or otherwise, the Surety is not responsible for and shall not be held liable to the Obligor for any hazardous waste removal and the Surety shall not be held liable to, or in any other respect be responsible to, the Obligor by way of indemnity, claims or otherwise, or to any public authority or to any other person, firm or corporation, for or on account of any fines or claims by any public authority or for bodily injuries or property damage to any person or thing, including, but not limited to, injury or damage due to the release or threat of release of hazardous substances of any kind or damage to real estate or to the environment or clean-up costs or other damages of whatever kind or nature arising out of any act of commission or omission by the Principal, the Principal's agents, servants, employees, subcontractors or suppliers or any other person in connection with the performance of the Contract. This limitation applies regardless of when any such fine is assessed, claim is made, or injury, damage, release or threat of release occurs and without regard to any term or condition of the Contract.
3. The Surety hereby waives notice of any alteration or extension of time made by the Obligor.
4. Any suit under this bond must be instituted before the expiration of one (1) year from the date on which the Principal ceased to work on the Contract or such time period as otherwise permitted by relevant statute. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
5. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligor named herein or the heirs, executors, administrators or successors of the Obligor.
6. Any claims must be presented in writing to Liberty Mutual Insurance Company to the attention of the Surety Law Department at the above address.

DATED as of this 24th day of April, 20 15.

WITNESS / ATTEST

Power Engineering Construction Company  
(Principal)

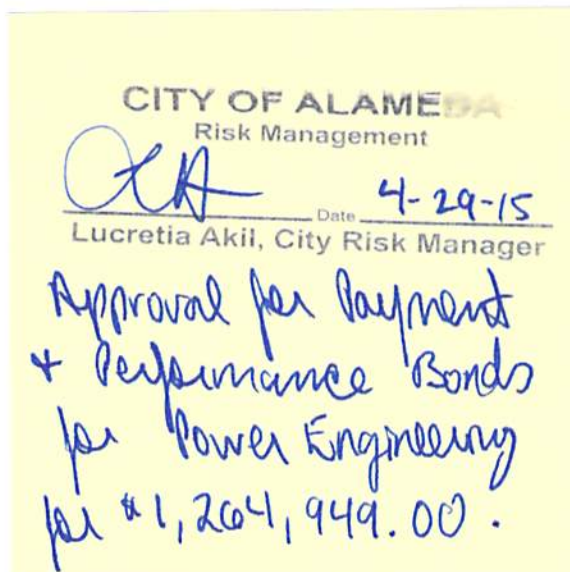
By: [Signature] (Seal)

Name: Danny A. Reynolds  
Title: Vice President

LIBERTY MUTUAL INSURANCE COMPANY  
(Surety)

By: [Signature] (Seal)

Attorney-in-Fact - Nerissa S. Bartolome





**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

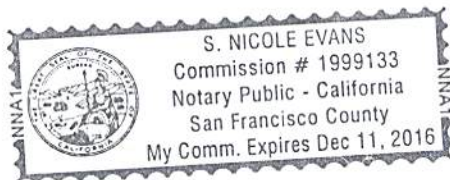
State of California )

County of San Francisco )On 4/24/15 before me, S. Nicole Evans, Notary Public,  
Date Here Insert Name and Title of the Officerpersonally appeared Nerissa S. Bartolome  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~  
subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in  
~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s),  
or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws  
of the State of California that the foregoing paragraph  
is true and correct.

WITNESS my hand and official seal.

Signature [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or  
fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**Signer's Name: Nerissa S. Bartolome☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☒ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6407227

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Charles R. Shoemaker; Joan DeLuca; Kelly Holtermann; Lawrence J. Coyne; Mark M. Munekawa; Nancy L. Hamilton; Nerissa S. Bartolome; Roger C. Dickinson; S. Nicole Evans; Stanley D. Loar; Thomas E. Hughes; Yvonne Roncagliolo

all of the city of San Francisco, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of January, 2014.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 8th day of January, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS – Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation –** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization –** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of April, 2015.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



# California All-Purpose Acknowledgement

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Alameda )

On April 27, 2015 before me, **Heather N. Perry, Notary Public**, personally appeared Danny A. Reynolds, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me the he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

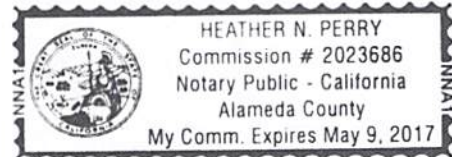
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Heather N. Perry

Commission No. 2023686, exp. May 9, 2017



(seal)

## OPTIONAL

### Description of Attached Document

Title of Type of Document: Performance Bond - City of Alameda Pier 2 Above Deck Sewer  
Document Date: 04/24/15 Number of Pages: 2  
Signer(s) Other Than Named Above: N/A

### Capacity(ies) Claimed by Signer(s)

Signers Name: Danny A. Reynolds

- ☐ Individual  
☒ Corporate Officer – Title(s): Vice President  
☐ Partner – ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer is Representing: Power Engineering Construction Co.

Right Thumb  
Print of Signer

### Capacity(ies) Claimed by Signer(s)

Signers Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer – Title(s): \_\_\_\_\_  
☐ Partner – ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Right Thumb  
Print of Signer







Interchange Corporate Center  
450 Plymouth Road, Suite 400  
Plymouth Meeting, PA. 19462-1644  
Ph. (610) 832-8240

## PAYMENT BOND

Bond Number: 070015651

Premium: Included in Performance Bond

KNOW ALL MEN BY THESE PRESENTS, that we Power Engineering Construction Company

, as principal (the "Principal"),  
and Liberty Mutual Insurance Company, a Massachusetts stock insurance company, as surety (the "Surety"),  
are held and firmly bound unto City of Alameda

, as obligee (the "Obligee"),  
in the penal sum of One Million Two Hundred Sixty-Four Thousand Nine Hundred Sixty-Nine and no/100  
 Dollars (\$ 1,264,969.00),

for the payment of which sum well and truly to be made, the Principal and the Surety, bind ourselves, our heirs,  
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated the 23rd day of April, 2015,  
entered into a contract (the "Contract") with the Obligee for Above Deck Pier 2 Sewer System

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall promptly  
make payment to all Claimants, as hereinafter defined, for all labor and material used or reasonably required for  
use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full  
force and effect.

### PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT:

1. A "Claimant" is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The Principal and the Surety hereby jointly and severally agree with the Obligee that every Claimant, who has not been paid in full before the expiration of a period of ninety (90) days (or such lesser or greater time period as otherwise permitted by relevant law) after the date on which the last of such Claimant's work or labor was done or performed, or materials were furnished by such Claimant, may sue on this bond for the use of such Claimant, prosecute the suit to final judgment for such sum or sums as may be justly due Claimant, and have execution thereon. The Obligee shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any Claimant:
  - (a) Unless Claimant, other than one having a direct contract with the Principal, shall have given written notice to the Principal and the Surety within ninety (90) days (or such lesser or greater time period as otherwise permitted by relevant law) after such Claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in separate envelopes addressed to the Principal and Surety. The Principal may be served at any place where an office is regularly maintained for the transaction of business, or in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. The Surety may be served to the attention of The Surety Law Department at the above-listed address.
  - (b) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

- (c) After the expiration of one (1) year (or such lesser or greater time period as otherwise permitted by relevant law) following the date on which the Subcontractor provided the last labor and/or materials to the project. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
4. Surety shall have no liability to any Claimant under this Bond for any amount unless it is due and owing to the Claimant by the Principal pursuant to the express terms of the contract between the Principal and Claimant or, if the Claimant does not have a direct Contract with Principal, pursuant to the terms and conditions of the Contract between the Claimant and the Subcontractor to the Principal. The Bond incorporates all of the Principal's contractual defenses, including but not limited to pay-if-paid provisions, whereby payment to the Claimant is subject to the condition precedent of the Obligor's payment to the Principal, and other limitations on amounts due under the contract between Principal and Claimant.
5. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens, which may be filed of record against such improvement, whether or not a claim for the amount of such lien be presented under and against this bond.

DATED as of this 24th day of April, 20 15.

WITNESS / ATTEST

Power Engineering Construction Company

(Principal)

By: [Signature]

(Seal)

Name: Danny A. Reynolds  
Title: Vice President

**LIBERTY MUTUAL INSURANCE COMPANY**

(Surety)

By: [Signature]

(Seal)

Attorney-in-Fact - Nerissa S. Bartolome

1. The Commission has been informed that the Government of India has been requested to provide information regarding the status of the Indian Navy's fleet, including the number of ships, submarines, and aircraft, and the names of the commanding officers of the various units.

10. The above information was obtained from the records of the Department of the Interior, Bureau of Land Management, and is being furnished to you for your information. It is not to be used for any other purpose without the express written consent of the Bureau of Land Management.

1. The first group, the "hard-core" group, consists of individuals who are highly motivated and committed to the cause. They are often the most vocal and active members of the group, and they are the ones who are most likely to be recruited by the group.

the  $\beta$  phase of the polymer. The  $\beta$  phase is the more ordered phase and is characterized by a higher density and a higher melting point than the  $\alpha$  phase. The  $\beta$  phase is also the more stable phase and is the one that is most commonly observed in nature. The  $\alpha$  phase is the less ordered phase and is characterized by a lower density and a lower melting point than the  $\beta$  phase. The  $\alpha$  phase is also the less stable phase and is the one that is most commonly observed in nature.

*[Handwritten signature]*

Yours truly,  
 Wm. C. Cavanaugh

CONFIDENTIAL

[illegible][illegible]

10. The following table shows the number of people who have been convicted of a crime in the United States since 1970, by race and sex. The data are from the U.S. Department of Justice, Bureau of the Census, and the U.S. Department of Education, Office of Education Statistics.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

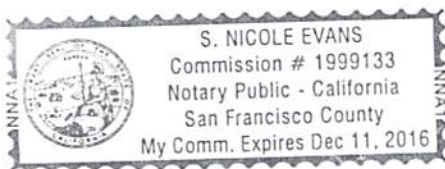
State of California )

County of San Francisco )On 4/24/15 before me, S. Nicole Evans, Notary Public,  
Date Here Insert Name and Title of the Officerpersonally appeared Nerissa S. Bartolome  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**Signer's Name: Nerissa S. Bartolome☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☒ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6407226

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Charles R. Shoemaker; Joan DeLuca; Kelly Holtemann; Lawrence J. Coyne; Mark M. Munekawa; Nancy L. Hamilton; Nerissa S. Bartolome; Roger C. Dickinson; S. Nicole Evans; Stanley D. Loar; Thomas E. Hughes; Yvonne Roncagliolo

all of the city of San Francisco, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of January, 2014.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 8th day of January, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS – Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation –** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization –** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of April, 2014.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-810-832-8240 between 9:00 am and 4:30 pm EST on any business day.



# California All-Purpose Acknowledgement

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Alameda )

On April 27, 2015 before me, **Heather N. Perry, Notary Public**, personally appeared Danny A. Reynolds, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me the he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

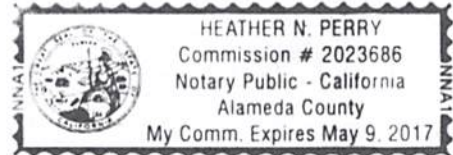
WITNESS my hand and official seal.

Signature



Heather N. Perry

Commission No. 2023686, exp. May 9, 2017



(seal)

## OPTIONAL

### Description of Attached Document

Title of Type of Document: Payment Bond - City of Alameda Pier 2 Above Deck Sewer

Document Date: 04/24/15 Number of Pages: 2

Signer(s) Other Than Named Above: N/A

### Capacity(ies) Claimed by Signer(s)

Signers Name: Danny A. Reynolds

- ☐ Individual  
☒ Corporate Officer – Title(s): Vice President  
☐ Partner – ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer is Representing: Power Engineering Construction Co.

Right Thumb  
Print of Signer

### Capacity(ies) Claimed by Signer(s)

Signers Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer – Title(s): \_\_\_\_\_  
☐ Partner – ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Right Thumb  
Print of Signer

