

AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this 10th day of February 2016, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as “City”), and **Moffatt & Nichol**, a California corporation, whose address is 2185 N. California Blvd, Suite 500, Walnut Cree, CA 94597 (hereinafter referred to as “Consultant”), is made with reference to the following:

RECITALS:

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

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

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

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

“Consultant agrees to perform all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A and Exhibit A-1, as requested. The Consultant acknowledges that the work plans included in Exhibit A and A-1 are tentative and do not commit the City to request Consultant to perform all tasks included therein.”

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

“Consultant shall be compensated for services performed pursuant to this Agreement in the amount set forth in Exhibit "A" not to exceed \$47,560, and Exhibit “A-1” not to exceed \$22,440, for a contract total not to exceed \$70,000. Exhibits are attached hereto and incorporated herein by these references. Payment shall be made by checks drawn on the treasury of the City, to be taken from Program 819099 and Fund 858.”

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

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

MOFFATT & NICHOL

CITY OF ALAMEDA
A Municipal Corporation



By: Dilip Trivedi
Title: Vice President

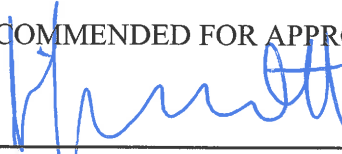


Elizabeth D. Warmerdam
Interim City Manager



By: *DILIP TRIVEDI*
Title: *VICE PRESIDENT*

RECOMMENDED FOR APPROVAL:



Jennifer Ott
Chief Operating Officer –Alameda Point

APPROVED AS TO FORM:



sr. Farimah Brown
Assistant City Attorney



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

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

EXHIBIT A

October 28, 2015

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

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

Dear Mr. Kushner:

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

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

Scope of Work

Task 1: Develop Ferry Landing Options

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

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

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

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

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

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

Task 2: Concept Level Cost Estimates

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

Task 3: Prepare Feasibility Report

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



Task 4: Prepare Project Description for CEQA/Permits

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

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

Task 5: Meetings and Coordination

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

Schedule and Fee

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

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

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



Lev Kushner
City of Alameda
October 28, 2015

M&N #PWCGEN-41

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

Sincerely,

MOFFATT & NICHOL



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





RATE SCHEDULE FOR PROFESSIONAL SERVICES

Effective September 1, 2015 Until Revised

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

REIMBURSABLE EXPENSES (Unless Otherwise Provided in Written Agreement)

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



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

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www.moffattnichol.com

Exhibit A-1

February 2, 2016

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

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

Dear Ms. Giles:

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

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

Scope of Work

Task 1: Basis of Design / Design Criteria

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

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

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

Task 3: Geotechnical Coordination

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

Task 4: Meetings and Coordination

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

Schedule and Fee

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

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

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

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

Sincerely,

MOFFATT & NICHOL

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



Seaplane Lagoon - Basis of Design and Concept Design Fee

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

Assumptions:

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



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER SullivanCurtisMonroe Insurance Services 1920 Main Street Suite 600 Irvine, CA 92614 www.SullivanCurtisMonroe.com License # 0E83670	CONTACT NAME: PHONE (A/C, No, Ext): 949.250.7172 FAX (A/C, No): 949.852.9762 E-MAIL: ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Moffatt & Nichol Moffatt & Nichol, Inc. 3780 Kilroy Airport Way, Suite 750 Long Beach CA 90806	INSURER A: Liberty Mutual Fire Insurance Company NAIC # 23035	
	INSURER B: American Guarantee & Liability Insurance Comp 26247	
	INSURER C: National Union Fire Insurance Co Pittsburgh PA 19445	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 27194009 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Project/Loc. Agg \$15M	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	TB7-Z91-462731-025	7/1/2015	11/22/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible/SIR \$ None
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS Comp Ded \$1,000 Coll Ded \$1,000	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	AS2-Z91-462731-015	7/1/2015	11/22/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	<input type="checkbox"/> <input type="checkbox"/>	AUC5761680-02	7/1/2015	11/22/2016	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 Deductible/SIR \$ None
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	4321233 Includes USL&H	7/1/2015	7/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

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

CITY OF ALAMEDA
Risk Management

CERTIFICATE HOLDER [Signature] Date 11-16-15 CANCELLATION

City of Alameda 2185 N. California Blvd, Suite 500 Walnut Creek CA 94596	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 <u>[Signature]</u> Nancy Turner
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✓ POLICY NUMBER: TB7-Z91-462731-025

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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

However:

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

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

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

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

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

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

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

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

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

CITY OF ALAMEDA
Risk Management
Date: 11-16-15
Lucretia Akil, City Risk Manager

SCHEDULE

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

Location(s) Of Covered Operations

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

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

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

POLICY NUMBER: TB7-Z91-462731-025

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

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

However:

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

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

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

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

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

SCHEDULE

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


Location And Description Of Completed Operations

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

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

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

CITY OF ALAMEDA
Risk Management


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

POLICY NUMBER: AS2-Z91-462731-015

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

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

SCHEDULE


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

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

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

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

CITY OF ALAMEDA
Risk Management


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

POLICY NUMBER: TB7-Z91-462731-025

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

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


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

SCHEDULE

Name Of Person Or Organization:

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

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

CITY OF ALAMEDA
Risk Management

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

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

SCHEDULE

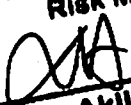
Name(s) Of Person(s) Or Organization(s):

Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.

Premium: \$ Incl

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

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

CITY OF ALAMEDA
Risk Management

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



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

COVERAGES **CERTIFICATE NUMBER:** 205120000 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CITY OF ALAMEDA Risk Management Date 11-16-15 Lucretia Aki, City Risk Manager			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
X	Professional Liability Claims Made			G25660225002	11/22/2015	11/22/2016	per claim \$2,000,000 annl aggr. \$2,000,000

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

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

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