

SERVICE PROVIDER AGREEMENT

THIS AGREEMENT, entered into this 20th day of October, 2015, by and between CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and Ruggeri – Jensen – Azar, a California corporation, whose address is 4690 Chabot Drive, Suite 200, Pleasanton, CA 94588, (hereinafter referred to as "RJA" or "Provider"), in reference to the following:

RECITALS:

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The U.S. Army Corps of Engineers ("Army Corps") has offered to transfer fee title of the Alameda side of the Oakland Inner Harbor Title Canal ("Tidal Canal") to the City.
- C. The City desires to accept the offer of transfer under certain terms and conditions and immediately transfer its interest in the Tidal Canal to an identified set of potential purchasers who are the residential and commercial owners of adjacent properties.
- D. In order to facilitate the immediate subsequent transfers, the City proposes to subdivide (prior to the close of escrow and on behalf of the Army Corps), the Tidal Canal into approximately 108 separate parcels. The City will then accept the transfer of the 108 parcels from the Army Corps and immediately transfer most, if not all of them, to the potential purchasers.
- E. The City is in need of a surveyor to provide survey and mapping services in connection with the tentative and final map applications acquisitions for the Tidal Canal as briefly described above (the "Project").
- F. After an informal solicitation process, the City selected RJA to provide survey and mapping services. RJA possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- G. RJA is specially trained, experienced and competent to perform the special services which will be required by this Agreement. RJA possesses the skill, experience, ability, background, ~~certification and knowledge to provide the services described in this Agreement on the terms and~~ conditions described herein.
- H. City and RJA desire to enter into an agreement for survey and mapping services in connection with the Project.

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

1. **TERM:**

The term of this Agreement shall commence on the 20th day of October 2015, and shall terminate on the 31st day of August 2016, unless terminated earlier as set forth herein.

2. **SERVICES TO BE PERFORMED:**

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

3. **COMPENSATION TO RJA:**

RJA shall be compensated for services performed pursuant to this Agreement in the amount and manner set forth in Exhibit A and 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, to be taken from Tidal Canal Project fund.

Payment will be made by the City in the following manner: During the first week of each month, RJA shall submit a written estimate of the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule in Exhibit A unless mutually agreed upon in writing. Extra work must be approved in writing by the City prior to performance and shall be paid on a Time and Material basis using the Exhibit A schedule.

The total maximum compensation under this Agreement shall not exceed \$198,000.

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

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

5. **STANDARD OF CARE:**

RJA 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:**

RJA hereby declares that it is engaged as an independent business and it agrees to perform its services as an independent contractor. The manner and means of conducting the work are under the control of RJA, 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 RJA'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 RJA, 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 RJA. Payments of the above items, if required, are the responsibility of RJA.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

RJA 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. RJA 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 RJA.

8. NON-DISCRIMINATION:

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

9. HOLD HARMLESS:

RJA shall indemnify, defend, and hold harmless City, its City Council, boards, commissions, officials, employees, and volunteers ("Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("Claims"), arising from or in any manner connected to RJA'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 RJA, RJA shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of RJA. However, RJA shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

Indemnification For Claims for Professional Liability:

As to Claims for professional liability only, RJA's obligation to defend Indemnitees (as set forth above) is limited to the extent to which its professional liability insurance policy will provide such defense costs.

10. INSURANCE:

On or before the commencement of the terms of this Agreement, RJA 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 RJA'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 RJA shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

A. COVERAGE:

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

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

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above.

(3) Automotive:

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

Bodily injury: \$1,000,000 each occurrence
Property Damage: \$1,000,000 each occurrence
 or
Combined Single Limit: \$2,000,000 each occurrence

B. SUBROGATION WAIVER:

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

C. FAILURE TO SECURE:

If RJA 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 RJA's name or as an agent of the RJA and shall be compensated by the RJA for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. ADDITIONAL INSURED:

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except worker's compensation 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 RJA. RJA is advised to consult its insurance broker to determine adequate coverage for RJA.

11. PROHIBITION AGAINST TRANSFERS:

RJA 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 RJA 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 RJA.

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

12. PERMITS AND LICENSES:

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

13. REPORTS:

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

No report, information nor other data given to or prepared or assembled by RJA pursuant to this Agreement shall be made available to any individual or organization by RJA without prior approval by City.

RJA shall, at such time and in such form as City may require, furnish reports concerning the status of services required under this Agreement.

14. RECORDS:

RJA shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement.

RJA shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. RJA shall provide free access to such books and records to the representatives of City or its designees at all proper times, and gives City the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three years after receipt of final payment.

If supplemental examination or audit of the records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of contract or failure to act in good faith, then RJA shall reimburse City for all reasonable costs and expenses associated with the supplemental examination or audit.

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 RJA to City shall be addressed to City at:

City of Alameda
Alameda City Hall
2263 Santa Clara Avenue, Rm 280
Alameda, CA 94501
Attn: Andrico Q. Penick, Assistant City Attorney
Ph: (510) 747-4763 / Email: apenick@alamedacityattorney.org

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

Ruggeri – Jensen - Azar
4690 Chabot Drive
Suite 200

Pleasanton, CA 94588
Attn: Scott Shortlidge, PLS
Ph: (925) 227-9300 / Email: sshortlidge@rja-gps.com

16. LAWS TO BE OBSERVED:

RJA shall use due professional care to keep itself 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.

17. SAFETY:

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

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

18. TERMINATION:

In the event RJA fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, RJA shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of five (5) business days after receipt by RJA 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 RJA 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 RJA 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.

19. COMPLIANCES:

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

20. 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.

21. 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 RJA.

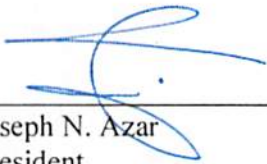
22. CAPTIONS:

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

Signatures on next page

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

RUGGERI – JENSEN – AZAR
A California Corporation




Joseph N. Azar
President
CA R.C.E. No.: 44628

CITY OF ALAMEDA
A Municipal Corporation




Elizabeth D. Warmerdam
Interim City Manager

APPROVED AS TO FORM:
City Attorney



Eddie Sieu
Principal
CA R.C.E. No.: 44189



Andrico Q. Penick
Assistant City Attorney
10/12/15

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES or RJAS FORM B

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of Alameda
Public Works Department
Alameda Point, Building 1
950 West Mall Square, Room 110
Alameda, CA 94501-7558

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

REF:

The City of Alameda, its City Council, boards and commissions, officers & employees are additional insured for work done on their behalf by the named insured.

PRIMARY INSURANCE:

IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.

SEVERABILITY OF INTEREST:

IT IS AGREED THAT EXCEPT WITH RESPECT TO THE LIMIT OF INSURANCE, THIS COVERAGE SHALL APPLY AS IF EACH ADDITIONAL INSURED WERE THE ONLY INSURED AND SEPARATELY TO EACH INSURED AGAINST WHOM CLAIM IS MADE OR SUIT IS BROUGHT.

WAIVER OF SUBROGATION:

IT IS UNDERSTOOD AND AGREED THAT THE COMPANY WAIVES THE RIGHT OF SUBROGATION AGAINST THE ABOVE ADDITIONAL INSURED (S), BUT ONLY AS RESPECTS THE JOB OR PREMISES DESCRIBED IN THE CERTIFICATE ATTACHED HERETO.

NOTICE OF CANCELLATION:

IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

POLICY NUMBER:

COMMERCIAL AUTO
CG 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS 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" under the Who Is An Insured Provisions of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

| | |
|------------------------|--|
| Endorsement Effective: | Countersigned By: (Authorized Representative) |
| Named Insured: | |

SCHEDULE
SAMPLE
Name of Person or Organization:
City of Alameda
Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501-7558

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

REF: _____

The City of Alameda, its City Council, boards and commissions, officers, employees and volunteers are additional insured for work done on their behalf by the named insured.

NOTICE OF CANCELLATION:

IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

Client#: 1753

RUGGEASSO

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/06/2015

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 P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090 | CONTACT NAME: Nancy Ferrick | | |
| | PHONE (A/C, No, Ext): 510 465-3090 | FAX (A/C, No): 510 452-2193 | |
| E-MAIL ADDRESS: nferrick@dealeyrenton.com | | | |
| INSURED Ruggeri-Jensen-Azar 4690 Chabot Drive, Suite 200 Pleasanton, CA 94588-2747 | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A: Travelers Indemnity Co. of Conn | | 25682 |
| | INSURER B: Travelers Property Casualty Co | | 25674 |
| | INSURER C: Liberty Insurance Underwriters | | 19917 |
| | INSURER D: | | |
| | INSURER E: | | |
| INSURER F: | | | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--------------------|---------------|-------------------------|-------------------------|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | X X | 6802120L852 | 06/19/2015 | 06/19/2016 | EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$ |
| A | 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 UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | X X | BA2113L001 | 06/19/2015 | 06/19/2016 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | X N/A | UB3766T417 | 09/01/2015 | 09/01/2016 | X WC STATUTORY LIMITS 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 |
| C | Professional Liability | | AEE1964770115 | 06/19/2015 | 06/19/2016 | \$1,000,000 per Claim \$2,000,000 Annl Aggr. |

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

General Liability Policy excludes claims arising out of the performance of professional services.

30 Days Notice of Cancellation (10 Days for Non-Payment of Premium).

RE: ProfesTidal Canal/Alameda, CA

(See Attached Descriptions)

CITY OF ALAMEDA
Risk Management

[Signature] Date 10-13-15
Lucretia Akil, City Risk Manager

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|--|
| City of Alameda Alameda City Hall Attn: Andrico Penick 2263 Santa Clara Avenue, Rm 280 Alameda, CA 94501 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE <i>[Signature]</i> , CPOU |

DESCRIPTIONS (Continued from Page 1)

City of Alameda, City, its City Council, boards, commissions, officials, employees, and volunteers are included as Additional Insured for General and Automobile Liability. Insurance is primary and a Cross Liability Clause applies per policy form. A Waiver of Subrogation applies to General Liability, Automobile Liability and Workers' Compensation.

POLICY NUMBER: 6802120L852 ✓

COMMERICAL GENERAL LIABILITY
ISSUE DATE: 06/19/2015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S): City of Alameda
Alameda City Hall
Attn: Andrico Penick
2263 Santa Clara Avenue, Rm 280

PROJECT/LOCATION OF COVERED OPERATIONS:

SCHEDULE OF ADDITIONAL INSUREDS CONTINUED: City of Alameda, City, its City Council, boards, commissions, officials, employees, and volunteers Insured.

PROVISIONS

- A. The following is added to WHO IS AN INSURED (Section II):
The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but only with respect to liability for bodily injury, "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- a. In the performance of your ongoing operations;
 - b. In connection with premises owned by or rented to you; or
 - c. In connection with your work and included within the "products-completed operations hazard."

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply to the rendering of or failure to render any "professional services".
- e. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the LIMITS OF INSURANCE (Section III) for this Coverage Part.

- B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):
However, if you specifically agree in a contract or agreement requiring insurance that, for the additional insured shown in the Schedule, the insurance provided to that additional insured under this

CITY OF ALAMEDA
Risk Management

 Date 10-13-15
Lucretia Akil, City Risk Manager

COMMERICAL GENERAL LIABILITY

Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named Insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance" for such additional insured. But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when the additional insured is also an additional insured under any other insurance.

- C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal

injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that additional insured. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with that additional insured entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

- D. The following definition is added to DEFINITIONS (Section V):

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED


This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS 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" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

| | |
|--------------------------------------|---|
| Endorsement effective 06/19/2015 | |
| Named Insured Ruggeri-Jensen-Azar | Countersigned by  (Authorized Representative) |


SCHEDULE

Name of Person(s) or Organization(s):

SCHEDULE OF ADDITIONAL INSUREDS CONTINUED: City of Alameda, City, its City Council, boards, commissions, officials, employees, and volunteers Insured.

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

CITY OF ALAMEDA
Risk Management
 Date 10-13-15
Lucretia Akil, City Risk Manager

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (00) --

POLICY NUMBER: UB3766T417

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT - CALIFORNIA
(BLANKET WAIVER)**

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.

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 % of the California workers' compensation premium otherwise due on such remuneration.


Schedule

Person or Organization:

City of Alameda
Alameda City Hall
Attn: Andrico Penick
2263 Santa Clara Avenue, Rm 280

Job Description:

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

CITY OF ALAMEDA
Risk Management

Date 10-13-15
Lucretia Akil, City Risk Manager

DATE OF ISSUE: 09/01/2015