

ORIGINAL

CONDUIT LEASE AGREEMENT
LA 05-17-01

THIS CONDUIT LEASE AGREEMENT ("Agreement") dated as of _____, 2017 for reference purposes only is entered into between Alameda Municipal Power, a department of the City of Alameda, a Municipal Corporation ("Lessor"), and Teleport Communications America, LLC, whose address is One AT&T Way, Bedminster, NJ 07921 ("Lessee")

WHEREAS, Lessor owns and operates conduit that may be used to house fiber optic and/or hard wire twisted pair communications cable within an existing network of conduits; and

WHEREAS, Lessee wants to share existing conduit space and lease 0.35 miles (1850' LF) of conduit space to install MaxCell Fabric Innerduct Two (2) Inch, One (10) Cell, and fiber optic cable within Lessor's right-of-way locations as outlined in the attached **Exhibit A**; and

WHEREAS, Lessee will lease said conduit space per the Terms (as defined below) for a fifteen-year (15) term; and

WHEREAS, Lessee will, at its own cost, install its own MaxCell fabric innerduct and fiber optic cable within and along such innerduct in conduit space as shown in Exhibit A; and

WHEREAS, Lessor will grant the installation of a MaxCell fabric innerduct and fiber optic cable within Lessor's conduit space as shown in Exhibit A and grant the installation of any required splice and slack loop storage vaults within Lessor's right-of-way for Lessee's use and maintenance purposes; and

WHEREAS, pursuant to the Alameda City Charter section 3-10, no lease for a term in excess of one year may be executed by the Lessor without an ordinance by the City Council;

NOW, THEREFORE, for good and valuable consideration of the acts and promises contained herein, the parties hereby agree as follow:

1. Definitions.

1.1 "**Term**" means the length of time that this Agreement is in effect, and as defined herein and which may be extended from time to time.

1.2 "**Contractors**" shall mean contractors working for Lessee.

1.3 "**Conduit Space**" shall mean all Lessor owned communications conduits, inclusive of vaults, ducts, land, and other equipment owned or controlled that is within Lessor's Right-of-way.

1.4 "**Fiber Optic Cable**" (FOC) shall mean a single-mode fiber optic cable.

1.5 "Lessee's System" shall mean any fiber optic system deployment for the benefit of Lessee which may include its fiber optic cable, inner-conduits, conduits, innerducts, vaults, etc.

1.6 "Land" shall mean the area of ground, pavement, or other structure located in any public right of way that needs accessed or crossed in order for Lessee or its Contractors to do its defined work.

1.7 "Lease" shall mean a right to use specified property, but does not convey title, ownership, or rights of possession in any real or personal property.

1.8 "Lessor's System" shall mean any cable, conduits, ducts, vaults, equipment or other improvements operated by or for the benefit of Lessor and its customers.

1.9 "Rent" shall mean a payment amount owed by Lessee to Lessor for use of any fiber optic cable deployed in Conduit Space as defined by the Agreement inclusive of market rate adjustments.

1.10 "Shared Conduit" shall mean conduit space shared by Lessor and Lessee.

2. Term.

2.1 The initial term of this Agreement shall be fifteen (15) years commencing on the date of execution of this Agreement. The term of this Agreement shall be fifteen (15) years commencing on the date of execution of this Agreement.

2.2 Lessee shall have the right to extend the Term for three (3) successive five (5) year periods (the "Renewal Term") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Lessee gives Lessor written notice of its intention not to renew not less than one hundred twenty (120) days prior to commencement of the succeeding Renewal Term. The parties may extend the agreement through mutual agreement by way of a written instrument agreed to by both parties.

3. Rent.

3.1 Concurrent with the Commencement Date and on the first business day of each calendar year thereafter, Lessee shall pay to Lessor annual Rent in the amount of Twenty Four Thousand Dollars (\$24,000) for use of Conduit Space as described above and as graphically shown in Exhibit A. Rent for any fractional month at the beginning or at the end of the Term shall be prorated based upon a thirty (30) calendar day month. Rent shall be payable to Alameda Municipal Power at the address specified at Section 12.7 below.

3.2 Rent shall be increased three percent (3%) on the first day of the month following the first anniversary of the Commencement Date and on each anniversary thereafter (the Adjustment Date(s)) throughout the Term.

3.3 [Reserved]

4. Construction.

4.1 Lessee shall have the right at any time following the full execution of this Agreement to enter upon the Land (Lessor's right-of-way) for the purpose of making appropriate engineering and boundary surveys, inspections, soil test borings, other reasonably necessary tests in constructing the Lessee's System.

4.2 Prior to commencing construction of the Lessee System, Lessee and its Contractors shall obtain the necessary licenses, encroachment permits, and plan approvals from Lessor and the City of Alameda, and shall submit necessary insurance documentation to Lessor for Lessee's work in the Conduit Space.

4.3. During construction Lessee shall be responsible for the overall condition of the existing lines and cable presently within the Conduit Space. Upon completion of the work, if deemed necessary by Lessor, Lessee will conduct testing of any existing lines and cables to ensure that no damage was caused by Lessee's work. In the event of damage caused by Lessee's activities, Lessee shall replace all damaged lines and cable and will be responsible for repairing any damage and in a manner that meets or exceeds current Lessor's standards.

4.4 During construction and while performing maintenance, Lessee and/or its Contractors shall follow all City of Alameda construction requirements, GO 128 Rules, USA Dig-Alert. OSHA and CAMUTCD requirements, before the start of construction the Lessee and/or its Contractors will submit to the Alameda Department of Public Works, a work schedule and plan.

4.5 Lessee shall pay when due all claims for labor or materials furnished Lessee for Lessee's work in the Conduit Space and construction or use of Lessee's System. Lessee shall not permit any mechanic liens, stop notices, or any other liens against the Land or Conduit Space, or any of Lessee's interests under this Lease, for any labor or materials furnished to Lessee in connection with work performed on or about the Land or Conduit Space by or at the direction of Lessee. Lessee shall indemnify, hold harmless and defend Lessor (by counsel reasonably satisfactory to Lessor) from any liens and encumbrances arising out of any work performed or materials furnished by or at the direction of Lessee. In the event that Lessee shall not, within ten (10) days following the imposition of any such lien or stop notice, cause such lien or stop notice to be released of record by payment or posting of a proper bond, Lessor shall have, in addition to all other remedies provided herein or by law, the right, but not the obligation, to cause the same to be released by such means as it may deem proper, including payment of the claim giving rise to such lien. All such sums paid by Lessor and expenses reasonably incurred in connection therewith, including attorneys' fees and costs, shall be payable to Lessor by Lessee on demand.

4.6 Upon the completion of construction the Lessee shall submit to Lessor a complete set of as-built drawings, using both electronic and paper media, showing the modification of existing

Lessor's infrastructure and placement of Lessee's Facilities within the Shared Conduit and/or Land.

5. Maintenance and Repair.

5.1 Lessee shall be responsible for the maintenance and repair of Lessee's System. Lessor will be responsible for the maintenance and repair of Lessor's System.

5.2 Reasonable escorted access to the "**Shared Conduit**" network as shown in Exhibit A shall be granted to Lessee for the repair and maintenance of its systems. Lessee will notify Lessor 48 hours in advance and must obtain the necessary encroachment permits to work within Lessor right-of-way.

5.3 After notification by Lessee, Lessee shall be authorized to perform emergency restoration maintenance activities of Lessee's System at a mutually agreed upon time and date for escorted access.

5.4 An hourly charge for safety escort and construction inspection shall be charged at the published hourly charges for Fiber Optic Services in the Schedule of Charges (Article XII) in Alameda Municipal Power's Rules and Regulations at any time cable vaults are open or work is being performed in or around Alameda Municipal Power substructure.

5.5 Service provided by Lessor to locate underground Lessor services and Shared Conduit (USA Dig-Alerts) will only cover Lessor's own assets within the Shared Conduit. If damage is incurred during a mismark, Lessor will not be responsible for Lessee's damaged cable.

6. Relocation.

Should Lessor, the City of Alameda, or State, Federal or private projects require the relocation of the Shared Conduit or Lessee's System, Lessee shall be responsible for the relocation of its own cable, conduit, vaults and facilities at no cost to Lessor. Lessor will relocate the Shared Conduit at its own expense.

7. Hazardous Materials.

Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. Within thirty (30) days of the Commencement Date, Lessee shall furnish Lessor with applicable Material Safety Data Sheets ("MSDS") for any chemicals used by Lessee for the construction or maintenance of the Shared Conduit and Lessee's Facilities. If Lessor requires updates to the Material Safety Data Sheets (MSDS), Lessee shall obtain such updates at its sole cost and expense. Lessee agrees to defend, indemnify and hold harmless Lessor, the City, and their board members, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorney's fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph. As used in this section, "**Hazardous Materials**" shall mean any material, substance or waste that is or has the characteristic of being hazardous, toxic, ignitable,

reactive, flammable, explosive, radioactive or corrosive, including, without limitation, petroleum, solvents, lead, acids, pesticides, paints, printing ink, PCBs, asbestos, materials commonly known to cause cancer or reproductive harm and those materials, substances and/or wastes, including wastes which are or later become regulated by any local governmental authority, the state in which the Premises are located or the United States Government, including, but not limited to, substances defined as "hazardous substances," "hazardous materials," "toxic substances" or "hazardous wastes" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq.; the Resource Conservation and Recovery Act; all environmental laws of the state where the Premises are located, and any other environmental law, regulation or ordinance now existing or hereinafter enacted. This section shall survive the termination of this Agreement.

8. Labor Provisions.

8.1. During the Term, and in performance of this Agreement, Lessee will not discriminate against any employee, subcontractor or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The employees of Lessee shall be treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, selection for training, including apprenticeship. Lessee agrees to post in conspicuous places, notices to be provided by the applicable government agencies, setting forth the provisions of this nondiscrimination provision. Lessee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, advising the labor union or worker's representative of Lessee's commitments under this Equal Opportunity Clause and shall post copies of notice in conspicuous places available to employee and applications for employment.

8.2. Lessee acknowledges and agrees any work performed by or on behalf of Lessee in the construction, operation or maintenance of Lessee's System which are paid for in whole or in part by Lessor or which are considered to have been paid for in whole or in part by Lessor (e.g. by virtue of any rents that are reduced, waived or forgiven) will constitute "[c]onstruction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds...". (California Labor Code section 1720.) Lessee shall comply with any applicable laws, rules and regulations related to construction wages and other construction matters, if and to the extent applicable to the Land or Shared Conduits after the Commencement Date including, but not limited to, the provision of Labor Code Section 1720 *et seq.*, and/or Section 2-67 of the Alameda Municipal Code. From and after the Commencement Date, Tenant shall indemnify, defend (with counsel reasonably acceptable to Landlord), and hold harmless the Landlord Related Parties against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Lessee and its contractors) to pay prevailing wages as determined pursuant to Labor Code Sections 1720 *et seq.*, to employ apprentices pursuant to Labor Code Sections 1777.5 *et seq.*, to require any contractor or subcontractor listed on a bid proposal for a public works project be registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5, to comply with

the other applicable provisions of Labor Code Sections 1720, *et seq.* and 1777.5 *et seq.*, to meet the conditions of Section 1771.4 of the Labor Code, to require the general contractor for any prevailing wage work to furnish electronic certified payroll records directly to the Labor Commissioner at: <https://apps.dir.ca.gov/ecpr/das/altlogin>, or to comply with any other regulation related to public contracts. Lessee's obligation to indemnify, defend and hold harmless under this Section 8.2 shall survive termination of this Lease, and shall be interpreted broadly so as to apply to any legal or administrative proceeding, arbitration, or enforcement action.

9. Hold Harmless and Indemnification.

Lessee shall indemnify, defend and hold Lessor and Lessor Related Parties harmless against and from all liabilities, obligations, damages, penalties, claims, actions, costs, charges, judgment and expenses (including reasonable attorneys' fees, costs and disbursements) (collectively referred to as "Losses"), arising from (a) the use of, or any activity done, permitted or suffered in or about the Conduit Space or Land (b) any activity done, permitted or suffered by Lessee or Lessee's agents, contractors, invitees or licensees in or about the Conduit Space or Land (c) any act, neglect, fault, willful misconduct of Lessee or Lessee's agents, or (d) from any breach or default in the terms of this Lease by Lessee or Lessee's agents, except to the extent such claims arise out of or relate to the gross negligence or willful misconduct of Lessor. If any action or proceeding is brought against Lessor by reason of any such claim, upon notice from Lessor, Lessee shall defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor. As a material part of the consideration to Lessor, Lessee hereby releases Lessor and its employees, officers, council members, principals, beneficiaries, partners, directors, property managers, contractors and agents ("Lessor Related Parties") from responsibility for, waives its entire claim of recovery for and assumes all risks of damage to property or injury to person in or about the Conduit Space or Land from any cause whatsoever except to the extent caused by the gross negligence or willful misconduct of Lessor or any Lessor Related Parties.

10. Insurance.

10.1. Lessee shall maintain in full force throughout the Term, commercial general liability insurance providing coverage on an occurrence form basis with limits of not less than Two Million Dollars (\$2,000,000.00) each occurrence for bodily injury and property damage combined, or such larger amount as Lessor may prudently require from time to time, covering bodily injury and property damage liability. Each policy of liability insurance required by this Section shall: (a) contain a cross liability endorsement or separation of insureds clause; (b) provide that any waiver of subrogation rights or release prior to a loss does not void coverage; (c) provide that it is primary to and not contributing with, any policy of insurance carried by Lessor covering the same loss; (d) provide that any failure to comply with the reporting provisions shall not affect coverage provided to Lessor, its partners, property managers and Mortgagees; and (e) name Lessor, the City of Alameda and such other parties in interest as Lessor may from time to time reasonably designate to Lessee in writing, as additional insureds in an Additional Insured Endorsement. Such additional insureds shall be provided at least the same extent of coverage as is provided to Lessee under such policies. The additional insured endorsement shall be in a form at least as broad as endorsement form number CG 20 11 01 96 promulgated by the Insurance Services Office.

10.2 Lessee shall, at Tenant's expense, maintain in full force and effect during the Term of this Lease, worker's compensation insurance with not less than the minimum limits required by law, and employer's liability insurance with a minimum limit of coverage of One Million Dollars (\$1,000,000.00).

10.3 Lessee shall maintain in full force and effect during the Term of this Lease, Commercial Automobile Liability. Such policy shall be in an amount of not less than One Million Dollars (\$1,000,000) combined singled limit.

10.4 Each policy of insurance required under Section 10 shall: (a) be in a form, and written by an insurer, reasonably acceptable to Lessor; (b) be maintained at Lessee's sole cost and expense; and (c) require at least thirty (30) days' written notice to Lessor prior to any cancellation, nonrenewal or modification of insurance coverage. Insurance companies issuing such policies shall have rating classifications of "A-" or better and financial size category ratings of "VII" or better according to the latest edition of the Best Key Rating Guide. All insurance companies issuing such policies shall be admitted carriers licensed to do business in the state where the Property is located. Any deductible amount under such insurance shall not exceed \$5,000. Lessee shall provide to Lessor, upon request, evidence that the insurance required to be carried by Lessee pursuant to this Section, including any endorsement affecting the additional insured status, is in full force and effect and that premiums therefor have been paid. Lessee shall, at least thirty (30) days prior to expiration of each policy, furnish Lessor with certificates of renewal thereof and shall provide Lessor with at least thirty days prior written notice of any cancellation or modification.

10.5. Upon execution of this Agreement by Lessee, and not less than thirty (30) days prior to expiration of any policy thereafter, Lessee shall furnish to Lessor a certificate of insurance reflecting that the insurance required by this Article is in force, accompanied by an endorsement(s) showing the required additional insureds satisfactory to Lessor in substance and form.

11. Termination.

This Agreement may be terminated on prior written notice by either party upon a default of any covenant or term hereof by the other party which default is not cured within sixty (60) days of receipt of written notice of default, provided that the grace period for any monetary default is ten (10) days from receipt of notice. Within thirty (30) days of the expiration or earlier termination of this Agreement, Lessee shall remove, in compliance with the construction requirements specified at Section 4 above, all of Lessee's Systems and repair any damage to the Conduit Space, Lessor's Systems or the Land caused by such removal activities. Should Lessee fail to remove any of Lessee's System within said thirty (30) day period, Lessor may remove any remaining items of Lessee's Systems and dispose of said property as it sees fit at Lessee's sole cost and expense.

12. Miscellaneous.

12.1 This Agreement shall be interpreted and enforced in accordance with the laws of the State of California and Lessor and Lessee hereby irrevocably consent to the jurisdiction and of such state and venue for any such dispute in the County of Alameda.

12.2 If any section, term or provision of this Agreement is held invalid by a court of competent jurisdiction, all other sections, terms or severable provisions of this Agreement shall not be affected thereby, but shall remain in full force and effect.

12.3 Lessor and Lessee each represents and warrants to the other that neither it nor its officers or agents nor anyone acting on its behalf has dealt with any real estate broker or agent in the negotiation or preparation of this Agreement.

12.4 If Lessee is a corporation, partnership, trust, association or other entity, Lessee and each person executing this Lease on behalf of Lessee does hereby covenant and warrant that (a) Lessee is duly incorporated or otherwise established or formed and validly existing under the laws of its state of incorporation, establishment or formation, (b) Lessee has and is duly qualified to do business in California, (c) Lessee has full corporate, partnership, trust, association or other power and authority to enter into this Lease and to perform all Lessee's obligations hereunder, and (d) each person (and all of the persons if more than one signs) signing this Lease on behalf of Lessee is duly and validly authorized to do so.

12.5 Whenever a period of time is prescribed for the taking of an action by Lessor or Lessee (other than the payment of Rent), the period of time for the performance of such action shall be extended by the number of days that the performance is actually delayed due to strikes, acts of God, shortages of labor or materials, war, terrorist acts, pandemics, civil disturbances, extreme weather and other causes beyond the reasonable control of the performing party ("Force Majeure").

12.6 This Agreement contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Agreement, and no prior agreements or understandings pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be amended or added except by an agreement in writing signed by the parties hereto or their respective successors-in-interest.

12.7 All notices, requests or other communications required or permitted to be given in connection with this Agreement shall be in writing and shall be personally delivered (with prompt confirmation by registered or certified mail, postage prepaid), or by commercial courier service, or by registered or certified mail, postage pre-paid, or transmitted by electronic mail addressed to the party whom it is directed at the following addresses, or at such other addresses as may be designated by notice from such party in the manner provided herein:

To Lessor: Alameda Municipal Power
2000 Grand Street
Attention: Luis Escalante

IT Manager
Phone: 510-814-5631
Email: Escalante@alamedamp.com

To Lessee: Teleport Communications America, LLC
One AT&T Way
Bedminster, NJ 07921
Attn.: Right of Way Manager
Office 3D169F
Phone: 908-234-3722
Email: co1471@att.com

Notices which are delivered by hand shall be deemed received upon delivery; notices which are deposited in the United States Mail in accordance with the terms of this Section shall be deemed received three (3) days after the date of mailing and notices delivered by commercial courier service shall be deemed received the date of actual delivery. Notices which are delivered by electronic mail shall be deemed to have been delivered on the date sent if sent by 5:00 P.M. Pacific Time on any business day, with delivery made after such hours to be deemed delivered on the following business day, provided that the sender does not receive any failure of delivery notice. The foregoing addresses may be changed by notice to the other party as herein provided.

12.8 If taxes are assessed on Lessee's system, or any portion thereof, Lessee shall pay said taxes directly to the taxing authority or shall reimburse Lessor for Lessee's share of said taxes.

12.9 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

Signatures on next page

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

LESSOR

Alameda Municipal Power,
a department of the City of Alameda
a Municipal Corporation

By: _____

Nicolas Procos
General Manager

Date: _____

LESSEE

Teleport Communications America, LLC, a
Delaware Limited Liability Company

By:  _____

Christopher J. Och
Vice President

Date: May 16, 2017

RECOMMENDED FOR APPROVAL

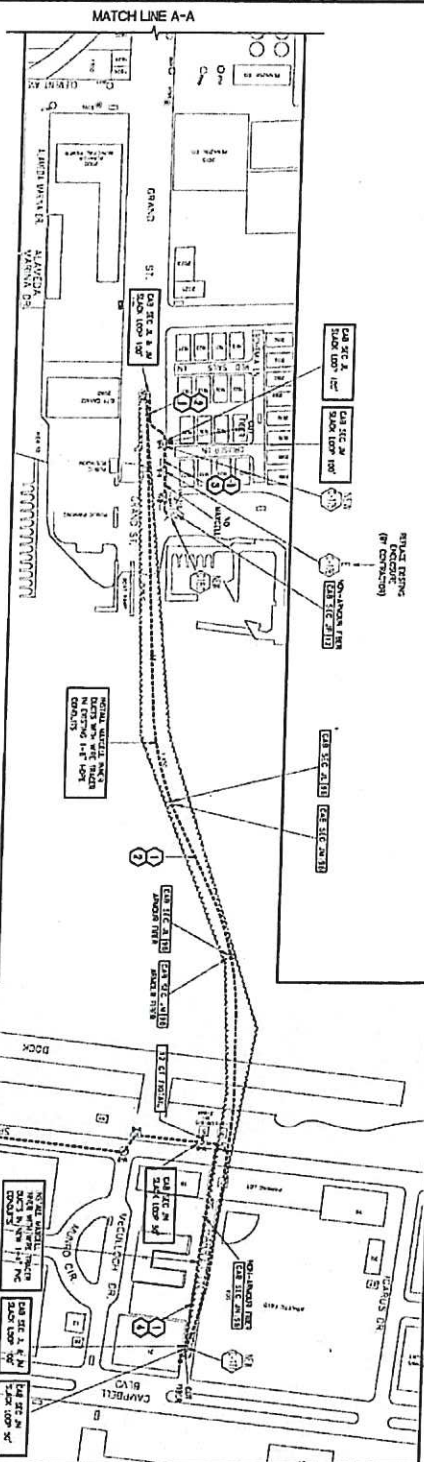
By: _____

Robert Orbeta
Assistant GM - Administration

APPROVED AS TO FORM:
City Attorney

By:  _____

Alan M. Cohen
Assistant City Attorney



- NOTES

TRANSITION CONDUITS FROM POWER TO
TELECOM WOLVES/DOES NOT USE
"IN POWER STRUCTURE" LIVE POT.

- A** Do you prefer to work with numbers?
- ☐ YES (GO TO 1)
- ☐ NO (GO TO 2)
- B** Do you enjoy working with people?
- ☐ YES (GO TO 3)
- ☐ NO (GO TO 4)
- C** Do you like to work in a team?
- ☐ YES (GO TO 5)
- ☐ NO (GO TO 6)
- D** Do you like to work in a quiet environment?
- ☐ YES (GO TO 7)
- ☐ NO (GO TO 8)
- E** Do you like to work in a fast-paced environment?
- ☐ YES (GO TO 9)
- ☐ NO (GO TO 10)
- F** Do you like to work in a structured environment?
- ☐ YES (GO TO 11)
- ☐ NO (GO TO 12)
- G** Do you like to work in a flexible environment?
- ☐ YES (GO TO 13)
- ☐ NO (GO TO 14)
- H** Do you like to work in a challenging environment?
- ☐ YES (GO TO 15)
- ☐ NO (GO TO 16)
- I** Do you like to work in a supportive environment?
- ☐ YES (GO TO 17)
- ☐ NO (GO TO 18)
- J** Do you like to work in a competitive environment?
- ☐ YES (GO TO 19)
- ☐ NO (GO TO 20)
- K** Do you like to work in a team-oriented environment?
- ☐ YES (GO TO 21)
- ☐ NO (GO TO 22)
- L** Do you like to work in a self-directed environment?
- ☐ YES (GO TO 23)
- ☐ NO (GO TO 24)
- M** Do you like to work in a highly-structured environment?
- ☐ YES (GO TO 25)
- ☐ NO (GO TO 26)
- N** Do you like to work in a fast-paced environment?
- ☐ YES (GO TO 27)
- ☐ NO (GO TO 28)
- O** Do you like to work in a team-oriented environment?
- ☐ YES (GO TO 29)
- ☐ NO (GO TO 30)
- P** Do you like to work in a self-directed environment?
- ☐ YES (GO TO 31)
- ☐ NO (GO TO 32)
- Q** Do you like to work in a highly-structured environment?
- ☐ YES (GO TO 33)
- ☐ NO (GO TO 34)
- R** Do you like to work in a fast-paced environment?
- ☐ YES (GO TO 35)
- ☐ NO (GO TO 36)
- S** Do you like to work in a team-oriented environment?
- ☐ YES (GO TO 37)
- ☐ NO (GO TO 38)
- T** Do you like to work in a self-directed environment?
- ☐ YES (GO TO 39)
- ☐ NO (GO TO 40)
- U** Do you like to work in a highly-structured environment?
- ☐ YES (GO TO 41)
- ☐ NO (GO TO 42)
- V** Do you like to work in a fast-paced environment?
- ☐ YES (GO TO 43)
- ☐ NO (GO TO 44)
- W** Do you like to work in a team-oriented environment?
- ☐ YES (GO TO 45)
- ☐ NO (GO TO 46)
- X** Do you like to work in a self-directed environment?
- ☐ YES (GO TO 47)
- ☐ NO (GO TO 48)
- Y** Do you like to work in a highly-structured environment?
- ☐ YES (GO TO 49)
- ☐ NO (GO TO 50)
- Z** Do you like to work in a fast-paced environment?
- ☐ YES (GO TO 51)
- ☐ NO (GO TO 52)
- AA** Do you like to work in a team-oriented environment?
- ☐ YES (GO TO 53)
- ☐ NO (GO TO 54)
- AB** Do you like to work in a self-directed environment?
- ☐ YES (GO TO 55)
- ☐ NO (GO TO 56)
- AC** Do you like to work in a highly-structured environment?
- ☐ YES (GO TO 57)
- ☐ NO (GO TO 58)
- AD** Do you like to work in a fast-paced environment?
- ☐ YES (GO TO 59)
- ☐ NO (GO TO 60)
- AE** Do you like to work in a team-oriented environment?
- ☐ YES (GO TO 61)
- ☐ NO (GO TO 62)
- AF** Do you like to work in a self-directed environment?
- ☐ YES (GO TO 63)
- ☐ NO (GO TO 64)
- AG** Do you like to work in a highly-structured environment?
- ☐ YES (GO TO 65)
- ☐ NO (GO TO 66)
- AH** Do you like to work in a fast-paced environment?
- ☐ YES (GO TO 67)
- ☐ NO (GO TO 68)
- AI** Do you like to work in a team-oriented environment?
- ☐ YES (GO TO 69)
- ☐ NO (GO TO 70)
- AJ** Do you like to work in a self-directed environment?
- ☐ YES (GO TO 71)
- ☐ NO (GO TO 72)
- AK** Do you like to work in a highly-structured environment?
- ☐ YES (GO TO 73)
- ☐ NO (GO TO 74)
- AL** Do you like to work in a fast-paced environment?
- ☐ YES (GO TO 75)
- ☐ NO (GO TO 76)
- AM** Do you like to work in a team-oriented environment?
- ☐ YES (GO TO 77)
- ☐ NO (GO TO 78)
- AN** Do you like to work in a self-directed environment?
- ☐ YES (GO TO 79)
- ☐ NO (GO TO 80)
- AO** Do you like to work in a highly-structured environment?
- ☐ YES (GO TO 81)
- ☐ NO (GO TO 82)
- AP** Do you like to work in a fast-paced environment?
- ☐ YES (GO TO 83)
- ☐ NO (GO TO 84)
- AQ** Do you like to work in a team-oriented environment?
- ☐ YES (GO TO 85)
- ☐ NO (GO TO 86)
- AR** Do you like to work in a self-directed environment?
- ☐ YES (GO TO 87)
- ☐ NO (GO TO 88)
- AS** Do you like to work in a highly-structured environment?
- ☐ YES (GO TO 89)
- ☐ NO (GO TO 90)
- AT** Do you like to work in a fast-paced environment?
- ☐ YES (GO TO 91)
- ☐ NO (GO TO 92)
- AU** Do you like to work in a team-oriented environment?
- ☐ YES (GO TO 93)
- ☐ NO (GO TO 94)
- AV** Do you like to work in a self-directed environment?
- ☐ YES (GO TO 95)
- ☐ NO (GO TO 96)
- AW** Do you like to work in a highly-structured environment?
- ☐ YES (GO TO 97)
- ☐ NO (GO TO 98)
- AX** Do you like to work in a fast-paced environment?
- ☐ YES (GO TO 99)
- ☐ NO (GO TO 100)
- AY** Do you like to work in a team-oriented environment?
- ☐ YES (GO TO 101)
- ☐ NO (GO TO 102)
- AZ** Do you like to work in a self-directed environment?
- ☐ YES (GO TO 103)
- ☐ NO (GO TO 104)
- BA** Do you like to work in a highly-structured environment?
- ☐ YES (GO TO 105)
- ☐ NO (GO TO 106)
- BB** Do you like to work in a fast-paced environment?
- ☐ YES (GO TO 107)
- ☐ NO (GO TO 108)
- BC** Do you like to work in a team-oriented environment?
- ☐ YES (GO TO 109)
- ☐ NO (GO TO 110)
- BD** Do you like to work in a self-directed environment?
- ☐ YES (GO TO 111)
- ☐ NO (GO TO 112)
- BE** Do you like to work in a highly-structured environment?
- ☐ YES (GO TO 113)
- ☐ NO (GO TO 114)
- BF** Do you like to work in a fast-paced environment?
- ☐ YES (GO TO 115)
- ☐ NO (GO TO 116)
- BG** Do you like to work in a team-oriented environment?
- ☐ YES (GO TO 117)
- ☐ NO (GO TO 118)
- BH** Do you like to work in a self-directed environment?
- ☐ YES (GO TO 119)
- ☐ NO (GO TO 120)
- BI** Do you like to work in a highly-structured environment?
- ☐ YES (GO TO 121)
- ☐ NO (GO TO 122)
- BJ** Do you like to work in a fast-paced environment?
- ☐ YES (GO TO 123)
- ☐ NO (GO TO 124)
- BK** Do you like to work in a team-oriented environment?
- ☐ YES (GO TO 125)
- ☐ NO (GO TO 126)
- BL** Do you like to work in a self-directed environment?
- ☐ YES (GO TO 127)
- ☐ NO (GO TO 128)
- BM** Do you like to work in a highly-structured environment?
- ☐ YES (GO TO 129)
- ☐ NO (GO TO 130)
- BN** Do you like to work in a fast-paced environment?
- ☐ YES (GO TO 131)
- ☐ NO (GO TO 132)
- BO** Do you like to work in a team-oriented environment?
- ☐ YES (GO TO 133)
- ☐ NO (GO TO 134)
- BP** Do you like to work in a self-directed environment?
- ☐ YES (GO TO 135)
- ☐ NO (GO TO 136)
- BQ** Do you like to work in a highly-structured environment?
- ☐ YES (GO TO 137)
- ☐ NO (GO TO 138)
- BR** Do you like to work in a fast-paced environment?
- ☐ YES (GO TO 139)
- ☐ NO (GO TO 140)
- BS** Do you like to work in a team-oriented environment?
- ☐ YES (GO TO 141)
- ☐ NO (GO TO 142)
- BT** Do you like to work in a self-directed environment?
- ☐ YES (GO TO 143)
- ☐ NO (GO TO 144)
- BU** Do you like to work in a highly-structured environment?
- ☐ YES (GO TO 145)
- ☐ NO (GO TO 146)
- BV** Do you like to work in a fast-paced environment?
- ☐ YES (GO TO 147)
- ☐ NO (GO TO 148)
- BW**

LEGEND

- [illegible]



**ALAMEDA
MUNICIPAL POWER**
A Division of the City of Alameda
2022 GUARD STREET, P.O. BOX 4
LAKEDALE, CALIFORNIA 94501

**COAST GUARD ISLAND
2ND CROSSING
SCADA FIBER INSTALLATION**

DATE	NOV 01	TIME	12:00
BY	W. J. JONES	NO.	100
PROJECT	SCADA FIBER INSTALLATION		
LOCATION	COAST GUARD ISLAND		
DESCRIPTION	2ND CROSSING		
REMARKS	5-F-907		
DATE	11-01-01	TIME	12:00
BY	W. J. JONES	NO.	100
PROJECT	SCADA FIBER INSTALLATION		
LOCATION	COAST GUARD ISLAND		
DESCRIPTION	2ND CROSSING		
REMARKS	5-F-907		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/19/2017

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 Marsh USA Inc. 701 Market Street, Suite 1100 St. Louis, MO 63101 Attn: ATT.CertRequest@marsh.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
018566-GAW-CRT-17-18 X X	INSURER(S) AFFORDING COVERAGE INSURER A: Old Republic Insurance Company NAIC # 24147
INSURED Teleport Communications America, LLC One AT&T Plaza 208 South Akard Street Room 1830.06 Dallas, TX 75202	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** CHI-007056759-02 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		MWZY 310368	06/01/2017	06/01/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		MWTB 310367 MWZX 310369 (MI) (See Attached)	06/01/2017 06/01/2017	06/01/2018 06/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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 <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	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 N/A	MWC 310370 00	06/01/2017	06/01/2018	<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
A	Excess Workers' Compensation / Employers' Liability		MWXS 310371 (OH-WA) See Second Page	06/01/2017	06/01/2018	EL Each Accident / EL Disease 1,000,000 EL Disease-Policy Limit 1,000,000

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

City of Alameda and such other parties in interest as Lessor may from time to time reasonably designate to Lessee in writing is/are included as Additional Insured under the General Liability policy but only with respect to the requirements of the contract between the Certificate Holder and the Insured. Waiver of Subrogation is provided for General Liability, as required by written contract and allowable by law. General Liability contains a Cross Liability/Severability of Interest Clause but only to the extent dictated by policy terms, exclusions and conditions.

CITY OF ALAMEDA
Risk Management
5-30-17

CERTIFICATE HOLDER

Alameda Municipal Power
2000 Grand Street
Alameda, CA 94501

Lucretia Akil, City Risk Manager
Date: 5-30-17
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
of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

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AGENCY CUSTOMER ID: 018566

LOC #: St. Louis

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Marsh USA Inc.		NAMED INSURED Teleport Communications America, LLC One AT&T Plaza 208 South Akard Street Room 1830.06 Dallas, TX 75202	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Excess Workers' Compensation - MWXS 310371 (OH-WA)
Self-Insured Retentions
OH & WA - \$500,000,000 (except Terrorism)
OH & WA - \$600,000,000 Terrorism

Excess Automobile Liability - MWZX 310369 (MI)
Combined Single Limit - \$1,000,000
Self-Insured Retention - \$1,000,000

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY


THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS ✓

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

- A. In the event this policy is cancelled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the first Named Insured of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.
- B. This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

CITY OF ALAMEDA
Risk Management
Date 5-30-17

Lucretia Akl, City Risk Manager

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

NOTICE OF CANCELATION TO CERTIFICATE HOLDERS

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

- A. In the event this policy is canceled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the Insured first named in item 1 of the Information Page of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.
- B. This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

copy

ENCLOSURE
2-30-13
FILED
CITY OF ST. LOUIS

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 11 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You):

All Locations as Specified in the Written Contracts or Agreements. In no event shall the insurance provided exceed the scope of coverage or limits required by said contract or agreement.

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

All Persons or Organizations as Required by Written Contract or Agreement.

Additional Premium: \$ Included

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

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 arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

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.

CITY OF ALAMEDA
Risk Management

5-30-17
Date
Lucyrefia Akil, City Risk Manager