

AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this ____ day of _____, 2026, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "the City" or "Lessee") and Big Yellow Boat, LLC, a California corporation whose address is 950 West Mall Square, Suite 239, Alameda, CA 94501, (hereinafter "BYB" or "Lessor"), is made with reference to the following:

RECITALS:

A. On February 7, 2024, an agreement was entered into by and between the City and Lessor (hereinafter "Agreement") for leasing a vessel and spare engine to be used for the Oakland Alameda Water Shuttle service.

B. Whereas, the City Council authorized the City Manager to execute this amendment on _____, 2026.

C. The City and Lessor desire to modify the Agreement on the terms and conditions set forth herein.

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

1. The Recitals of the Agreement are modified to read as follows:
 1. The City is a municipal corporation located in Alameda County, California and 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.
 2. **BYB** is a limited liability company formed to acquire and own a vessel which will be used to operate the Estuary Water Shuttle.
 3. The Parties, along with the San Francisco Bay Area Water Emergency Transportation Authority ("**WETA**"), the Alameda Transportation Management Association ("**ATMA**") and a number of other private organizations, are implementing a pilot program involving small vessel public water shuttle service in the Oakland Estuary between Alameda and Oakland ("**Project**").
 4. The Project includes planning efforts for the public water shuttle operations in the Oakland Estuary between Alameda and Oakland ("**Service**"), leasing an appropriate vessel to be used for the Service, marketing the Service, maintaining said Vessel, and operating the Service. The Service will operate for four (4) years ("**Service Period**"), be free, open to the general public and ADA-accessible. The Service is a pilot – intended to test and prove a concept of operations that will provide connections between Alameda and Oakland.

5. The City is the recipient of a grant from the Alameda County Transportation Commission (“Alameda CTC”), which will partially fund the Project, along with funding from private partners and in-kind staffing contributions, for up to four years of operations.
 6. BYB has purchased a vessel, (“Vessel”) with the name “Woodstock” and identification number 1165032, and BYB will purchase two spare engines for the Vessel. BYB will hold title to the Vessel and will lease the Vessel to the City and make the two spare engines for the Vessel available to the City, under the terms and conditions of this Agreement.
2. Sections 3.a and 3.b of the Agreement are modified to read as follows:
- a. For the Term of this Agreement, unless this Agreement is terminated earlier, City will lease from BYB the Vessel, have available to it from BYB two spare engines, and shall make the following payments:
 - i. The Base Monthly Rent will be \$12,250.00, starting with the commencement of Service. Should this Agreement terminate before the end of four years from the commencement of Service, the City’s obligation to pay the Base Monthly Rent shall end but the Parties may negotiate a new monthly rent.
 - ii. City shall pay for any unscheduled maintenance of the Vessel, only as described in paragraph 5 of this Agreement.
 - b. The City will provide the Vessel and two spare engines to WETA as set forth in those certain Agreements between the City and WETA dated February 20, 2024 and _____, 2026, copies of which are attached hereto for reference (“**WETA Agreements**”). As provided in the WETA Agreements, WETA will manage the Vessel modifications, maintain the Vessel, and will operate the Service for the duration of the Project. The Vessel will be used only for the Service, and, if authorized by City, charter service.
3. Section 4 of the Agreement is modified to read as follows:
- a. BYB will lease the Vessel to the City and make two spare engines available to the City as set forth in paragraph 3.a. BYB will invoice the City monthly.
 - b. BYB will complete the application for the berthing location at the Jack London Square Marina, to be used after Vessel modifications are complete and during the Service Period.
 - c. BYB will be responsible for all of the following expenses:
 - i. Vessel ownership.

- ii. Modifications made to the Vessel to prepare it for Service.
- iii. All permitting, inspection and registration costs.
- iv. Boatyard fees.
- v. Ferrying the Vessel between boatyard and the berthing location.
- vi. Spare engines, including repairs and replacement thereof.

4. Section 5 of the Agreement is modified to read as follows:

- a. Unscheduled maintenance or any repairs or other modifications to the Vessel that WETA determines are required and that are estimated to cost less than \$2000 will be paid by the City. In these instances, as provided in the WETA Agreements, WETA will arrange for such maintenance, repairs or modifications and will provide all construction management services associated with such maintenance, repairs, or modifications.
- b. As provided in the WETA Agreements, unscheduled maintenance or any repairs or other modifications to the Vessel that are estimated to cost \$2,000 or greater that WETA determines are required will be subject to the Parties' and WETA's meeting and conferring whether to perform the needed maintenance, or make the repairs or modifications, and how such costs will be shared. If the Parties and WETA are unable to reach agreement, this Agreement will terminate.

5. Section 7 of the Agreement is modified to read as follows:

WETA's insurance obligation for the Service as well as for the Vessel are set forth in the WETA Agreements. The Parties shall not do, or permit to be done, to the Vessel anything that will invalidate any fire or extended coverage or any other insurance policy covering the Vessel, or that will make such insurance coverage unavailable on commercially reasonable terms and conditions, and shall comply with all rules, orders, regulations and requirements of the insurers of the Vessel.

6. Section 15 of the Agreement is modified to read as follows:

- 15. Notices.** All notices and communications related to this Agreement deemed by either Party to be necessary or desirable must be in writing and may be given by e-mail, or mail, personal delivery, or nationally recognized overnight courier to a representative of the Parties addressed as follows:

To BYB: Attention: Arsh Singh Hothi
Big Yellow Boat, LLC
950 West Mall Square, Suite 239
Alameda CA 94501
Email: info@alamedatma.org

To City: Attention: City Manager
City of Alameda
2263 Santa Clara Avenue
Alameda, CA 94501
Email: citymanager@alamedaca.gov

Additional Copy to: Attention: City Attorney
City of Alameda
2263 Santa Clara Avenue, Room 280
Alameda, CA 94501
Email: cityattorney@alamedacityattorney.org

The address to which mailings may be made may be changed from time to time by written notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

7. 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.

Signatures on following page

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

BIG YELLOW BOAT, LLC

DocuSigned by:
Mike O'Hara
By: 60EE0D6E220A453...
Michael S. O'Hara
Officer

CITY OF ALAMEDA
A Municipal Corporation

By: _____
Gerry Beaudin
City Manager

APPROVED AS TO FORM:

Signed by:
Jerry R Satran
By: 3E55580CB41E431...
Attorney for BYB

Jerry R Satran

KNCH Law

RECOMMENDED FOR APPROVAL:

Signed by:
Abigail Thorne-Lyman
By: 2E1D71136B954F6...
Abby Thorne-Lyman
Interim Planning, Building & Transportation
Director

APPROVED AS TO FORM:
City Attorney

Signed by:
Cara Silver
By: 6A663BB3CB29400...
Cara Silver
Special Counsel

LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into as of this 7th day of February, 2024 ("Effective Date"), between Big Yellow Boat, LLC ("**BYB**" or "**Lessor**") and the City of Alameda, a municipal corporation ("**City**" or "**Lessee**") (collectively, the "**Parties**" and individually a "**Party**") to define the rights and responsibilities of the Parties in connection with the leasing of a vessel to be used for the pilot public water shuttle operations in the Oakland Estuary between the cities of Alameda and Oakland.

RECITALS

1. The City is a municipal corporation located in Alameda County, California and 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.
2. **BYB** is a limited liability company formed to acquire and own a vessel which will be used to operate the Estuary Water Shuttle.
3. The Parties, along with the San Francisco Bay Area Water Emergency Transportation Authority ("**WETA**"), the Alameda Transportation Management Association ("**ATMA**") and a number of other private organizations, are implementing a two-year pilot program involving small vessel public water shuttle service in the Oakland Estuary between Alameda and Oakland ("**Project**").
4. The Project includes planning efforts for the public water shuttle operations in the Oakland Estuary between Alameda and Oakland ("**Service**"), leasing an appropriate vessel to be used for the Service, marketing the Service, maintaining said Vessel, and operating the Service. The Service will operate for two years ("**Service Period**"), be free, open to the general public and ADA-accessible. The Service is a pilot – intended to test and prove a concept of operations that will provide connections between Alameda and Oakland.
5. The City is the recipient of a grant from the Alameda County Transportation Commission ("**Alameda CTC**"), which will partially fund the Project, along with funding from private partners and in-kind staffing contributions, for up to two years of operations.
6. BYB has purchased a vessel, ("**Vessel**") with the name "Woodstock" and identification number 1165032, and BYB will purchase one spare engine for the Vessel. BYB will hold title to the Vessel and will lease the Vessel to the City and make the one spare engine for the Vessel available to the City, under the terms and conditions of this Agreement.

AGREEMENT

ACCORDINGLY, for good and valuable consideration, the receipt and adequacy of

which are hereby acknowledged, BYB and City agree as follows:

1. **Recitals.** The recitals described above are incorporated into and made a part of this Agreement.
2. **Term of Agreement.** Notwithstanding the Effective Date, the term of this Agreement will commence on November 10, 2023 and will terminate ninety days after the end of the Service Period or upon the occurrence of any of the events in paragraph 6, whichever is earlier.
3. **City's Rights and Responsibilities.** City's rights and responsibilities are as follows:
 - a. For the Term of this Agreement, unless this Agreement is terminated earlier, City will lease from BYB the Vessel, have available to it from BYB one spare engine, and shall make the following payments:
 - i. The Base Monthly Rent will be \$12,250.00, starting with the commencement of Service. Should this Agreement terminate before the end of two years from the commencement of Service, the City's obligation to pay the Base Monthly Rent shall end but the Parties may negotiate a new monthly rent.
 - ii. City shall pay for any unscheduled maintenance of the Vessel, only as described in paragraph 5 of this Agreement.
 - b. The City will provide the Vessel and spare engine to WETA as set forth in that certain Agreement between the City and WETA dated Feb. 20, 2024 a copy of which is attached hereto for reference ("**WETA Agreement**"). As provided in the WETA Agreement, WETA will manage the Vessel modifications, maintain the Vessel, and will operate the Service for the duration of the Project. The Vessel will be used only for the Service, and, if authorized by City, charter service.
 - c. Should any damage occur to the Vessel, City and BYB, with assistance from WETA, will cooperate in filing insurance claims as applicable. In accordance with paragraph 5.b., the Parties will meet and confer as to the ultimate responsibility for any costs not covered by insurance and in excess of \$2,000.
 - d. The City will arrange for a zero-cost overnight berthing location for the Vessel, anticipated to be provided at the Jack London Square Marina, via an in-kind contribution from CIM Group, the property management firm for Jack London Square. Such berthing location will be provided at zero-cost until the end of the Service Period or upon the occurrence of any of the events in paragraph 6, whichever is earlier.
 - e. The City will fund the costs to, or otherwise make arrangements to provide, landside/pier/wharf improvements necessary to operate the Service.

- f. The City will fund the marketing required for the vessel, including any costs related to vessel rebranding for the Service and dockside signage.
- g. The City will advise BYB should WETA temporarily suspend or cancel Service for any reason, for instance due to weather, in the event of an emergency, or if the Vessel or crew is unavailable.

4. **BYB's Rights and Responsibilities.** BYB's rights and responsibilities are as follows:

- a. BYB will lease the Vessel to the City and make the spare engine available to the City as set forth in paragraph 3.a. BYB will invoice the City monthly.
- b. BYB will complete the application for the berthing location at the Jack London Square Marina, to be used after Vessel modifications are complete and during the Service Period.
- c. BYB will be responsible for all of the following expenses:
 - i. Vessel ownership.
 - ii. Modifications made to the Vessel to prepare it for Service.
 - iii. All permitting, inspection and registration costs.
 - iv. Boatyard fees.
 - v. Ferrying the Vessel between boatyard and the berthing location.
 - vi. Spare engine, including repairs and replacement thereof.

5. **Unscheduled Maintenance.**

- a. Unscheduled maintenance or any repairs or other modifications to the Vessel that WETA determines are required and that are estimated to cost less than \$2000 will be paid by the City. In these instances, as provided in the WETA Agreement, WETA will arrange for such maintenance, repairs or modifications and will provide all construction management services associated with such maintenance, repairs, or modifications.
- b. As provided in the WETA Agreement, unscheduled maintenance or any repairs or other modifications to the Vessel that are estimated to cost \$2,000 or greater that WETA determines are required will be subject to the Parties' and WETA's meeting and conferring whether to perform the needed maintenance, or make the repairs or modifications, and how such costs will be shared. If the Parties and WETA are unable to reach agreement, this Agreement will terminate.

6. **Termination.** This Agreement may be terminated (i) for cause as a remedy for default under paragraph 12, (ii) if Service is cancelled, (iii) as provided in paragraph 5.b., (iv) as provided in paragraph 14.b., or (v) on conditions acceptable to both Parties.

7. **Compliance with Insurance.** WETA's insurance obligation for the Service as well as for the Vessel are set forth in the WETA Agreement. The Parties shall not do, or permit to be done, to the Vessel anything that will invalidate any fire or extended coverage or

any other insurance policy covering the Vessel, or that will make such insurance coverage unavailable on commercially reasonable terms and conditions, and shall comply with all rules, orders, regulations and requirements of the insurers of the Vessel.

8. Choice of Law, Proper Venue.

- a. Choice of Law. The laws of the State of California shall govern this lease.
- b. Proper Venue. For purposes of filing litigation, venue shall be in the Superior Court for the County of Alameda.

9. Liens.

- a. BYB shall not perform, or cause to be performed, furnish materials, or cause materials to be furnished, or incur, or cause to be incurred obligations concerning the Vessel. If BYB breaches any of the prior sentence resulting in liens against the Vessel, BYB shall be responsible for removing such liens.
- b. Should BYB fail to discharge any lien of the nature described in paragraph 9.a., City, at City's discretion, may pay such claim or post a bond or otherwise provide security to eliminate the lien as a claim and the cost for doing so shall be immediately due from BYB.
- c. As lessee of the Vessel, City shall keep the Vessel free from any liens arising out of work performed, materials furnished or obligations unless such work, materials or obligations were incurred by BYB without the permission of City or WETA.

10. Indemnification.

- a. BYB shall indemnify City, its officers, agents, and employees (collectively, "City's Agents"), against, and to protect, defend, and save them harmless from, all demands, claims, causes of action, liabilities, losses and judgments, and all reasonable expenses incurred in investigating or resisting the same (including reasonable attorneys' fees), brought or claimed by a third party, for death of or injury to person or damage to property arising out of (i) BYB's use of the Vessel and (ii) any act or omission of BYB, its officers, agents, and employees, except to the extent caused by the negligence or willful misconduct of City's Agents. BYB's obligation under this paragraph 10.a. shall survive the expiration or earlier termination of this Agreement.
- b. City shall indemnify BYB, its officers, agents, and employees (collectively, "BYB Agents") against, and to protect, defend, and save them harmless from all demands, claims, causes of action, liabilities, losses, and judgments, and all reasonable expenses incurred in investigating or resisting the same (including reasonable attorneys' fees), brought or claimed by a third party, for death or injury to persons or damage to property arising out of (i) the City's use of the Vessel, and (ii) any act or omission of the City, its officers, employees and agents, except to the extent caused by the negligence or willful misconduct of BYB Agents. The City's obligations

under this paragraph 10.b. shall survive the expiration or termination of this Agreement.

11. **Dispute Resolution.** The Parties agree that any dispute arising from this Agreement that is not resolved within thirty (30) business days by the Parties' representatives responsible for the administration of this Agreement will be set forth in writing by each Party and delivered to the attention of both BYB's President and the City Manager for resolution. In the event resolution cannot be reached, the Parties shall meet and confer to discuss the appropriate method of resolution. The Parties may agree to an alternative dispute resolution process, including mediation and/or arbitration.

12. **Defaults and Remedies.**

- a. **Defaults.** The occurrence of any one or more of the following events shall constitute a default under this Agreement:

- i. The failure by BYB or City to observe or perform any obligation to be performed by BYB or City, where such failure continues for a period of thirty (30) days after written notice from the non-defaulting Party to the defaulting party; provided, however, that if the nature of the default is such that more than thirty (30) days are reasonably required to cure the default, then the defaulting party shall not be deemed to be in default if the defaulting party commences such cure within said thirty (30) day period and thereafter diligently continues the same to completion. Such notice shall be in lieu of, and not in addition to, any notice required under state law;
- ii. BYB makes an assignment for the benefit of creditors;
- iii. A receiver, trustee or custodian is appointed to, or does, take title, possession or control of all, or substantially all, of BYB's assets;
- iv. An order for relief is entered against BYB pursuant to voluntary or involuntary proceeding commenced under any chapter of the Bankruptcy Code;
- v. Any involuntary petition is filed against BYB under any chapter of the Bankruptcy Code and is not dismissed within ninety (90) days.

b. **Remedies.**

- i. **Termination.** In the event of a default by BYB, and at any time thereafter, and without limiting City in the exercise of any right or remedy which City may have, City shall be entitled to terminate this Agreement.

13. **Costs and Attorneys' Fees.** In any litigation, including administrative proceedings, relating to this Agreement, including but not limited to any action or suit by any party, assignee or beneficiary against any other party, beneficiary or assignee, to enforce,

interpret, seek relief from any provision or obligation arising out of this Agreement, regardless of whether such action or proceeding is prosecuted to judgment, and in addition to any other remedy, the parties and litigants shall bear their own attorneys' fees and costs. No party or litigant shall be entitled to recover any attorneys' fees or costs from any other party or litigant, regardless of which party or litigant might prevail.

14. Assignment or Subletting.

- a. City Approval. Except as provided in this Agreement, BYB shall not sell, assign, hypothecate or transfer this Agreement nor sell, assign, hypothecate or transfer title to the Vessel, without the prior written consent of City in each instance which consent shall not unreasonably be withheld or delayed.
- b. Void. Any sale, assignment or transfer to title to the Vessel without City approval shall be void and shall, at the option of City, terminate this Agreement.

15. Notices. All notices and communications related to this Agreement deemed by either Party to be necessary or desirable must be in writing and may be given by e-mail, or mail, personal delivery, or nationally recognized overnight courier to a representative of the Parties addressed as follows:

To BYB: Attention: Lucy Gigli
Big Yellow Boat, LLC
950 West Mall Square, Suite 239
Alameda CA 94501
Email: info@alamedatma.org

To City: Attention: Jennifer Ott
City of Alameda
2263 Santa Clara Avenue
Alameda, CA 94501
Email: jott@alamedaca.gov

Additional Copy to: Attention: City Attorney
City of Alameda
2263 Santa Clara Avenue, Room 280
Alameda, CA 94501
Email: cityattorney@alamedacityattorney.org

The address to which mailings may be made may be changed from time to time by written notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided

above.

16. Miscellaneous.

- a. Headings. The paragraph headings of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.
- b. Time. Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.
- c. Consents. Whenever consent or approval of either Party is required, that Party shall not unreasonably withhold or delay such consent or approval, except as may be expressly set forth to the contrary.
- d. Entire Agreement. The terms of this Agreement are intended by the Parties as a final expression of their agreement with respect to the terms as are included herein, and may not be contradicted by evidence of any prior or contemporaneous agreement.
- e. Severability. Any provision of this Agreement which proves to be invalid, void, or illegal, shall in no way affect, impair or invalidate any other provision, and such other provisions shall remain in full force and effect.
- f. Successors and Assigns. Each of the covenants, conditions, and agreements herein shall inure to the benefit of and shall apply to and be binding upon the Parties and their respective heirs, legatees, devisees, executors, administrators, successors, assigns, sublessees, or any person who may come into possession of the Vessel.
- g. Notices. Any notice or other communication required or permitted to be given hereunder must be in writing and may be given by personal delivery, by facsimile transmission, by electronic mail or by U.S. mail, and if given by personal delivery,
- h. Authority to Execute Lease. BYB and City each acknowledge that it has all necessary right, title and authority to enter into and perform its obligations under this Agreement, that this Agreement is a binding obligation of such Party and has been authorized by all requisite action under the Party's governing instruments, that the individuals executing this Agreement are duly authorized and designated to do so, and that no other signatories are required to bind such party.
- i. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original.
- j. No Partnership. City and BYB are not partners and nothing herein contained shall be construed to create a partnership or joint venture in any sense, nor to constitute City the agent of BYB for any purposes.
- k. Waiver and Modification. No provision of this Agreement may be modified, amended or added to except by a mutual agreement in writing. The waiver by City of

any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained.

- l. Both Parties shall not discriminate in any manner against any person or persons on account of a person's protected class including but not limited to the providing of goods, services, facilities, privileges, advantages, and the holding and obtaining of employment.
- m. If any phrase, clause, sentence, paragraph, section, article, or other portion of this Agreement becomes illegal, null or void or against public policy, for any reason, or is held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement will not be affected thereby and will remain in force and effect to the fullest extent permissible by law.
- n. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which counterparts together will constitute one agreement.

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IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date first set forth above.

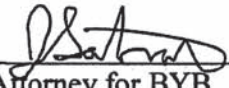
BIG YELLOW BOAT, LLC

By: 

Michael S. O'Hara
Officer

Date: 1.24.24

Approved as to form:

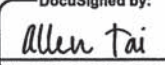

Attorney for BYB

CITY OF ALAMEDA

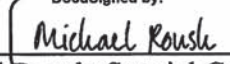
DocuSigned by:
By: 
645BD87E45D243E...
Jennifer Ott, City Manager

Date: 2/7/2024

Recommended for approval:

DocuSigned by:
By: 
Allen Tai, Planning, Building and Transportation Director

Approved as to form:

DocuSigned by:
By: 
Michael Roush, Special Counsel

MOORSOU-01

SRAJU



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/23/2026

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 have ADDITIONAL INSURED provisions or 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 License # 0C36861 Alliant Insurance Services, Inc. 560 Mission St 6th Fl San Francisco, CA 94105	CONTACT NAME: Michele Holguin PHONE (A/C, No, Ext): (628) 502-2872 FAX (A/C, No): E-MAIL ADDRESS: michele.holguin@alliant.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Imperium Insurance Company NAIC # 35408 INSURER B: Trumbull Insurance Company 27120 INSURER C: National Casualty Company 11991 INSURER D: INSURER E: INSURER F:	
INSURED Blue & Gold Fleet L.P.; Pier 39 Limited Partnership Moor + South / Pier Management LP PO Box 193730 San Francisco, CA 94119-3730		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

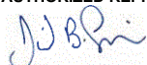
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Protection & Indemnity GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X		TSOM-251336-00	12/15/2025	12/15/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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 P&I \$ 1,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			72UENPV2823	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			TSOM-251336-00	12/15/2025	12/15/2026	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WCSIG35040906	1/1/2026	1/1/2027	☒ PER STATUTE ☐ 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)
 Big Yellow Boat, LLC are additional insured, as respects to general liability per endorsements attached.

CERTIFICATE HOLDER

CANCELLATION

Big Yellow Boat, LLC 950 West Mall Square, 240 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 
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Moor + South / PIER 39 / Blue & Gold 2025-2026 Casualty Program				
Carrier	AM Best rating	Placement	Policy Number	Participation %
United Fire & Casualty Co.	A- X	Primary H&M, P&I, MGL & Lead \$4m x \$1m	OMS-24001413-02	42.50%
Starr Indemnity & Liability Co.	A XV	Primary H&M, P&I, MGL & Lead \$4m x \$1m	MASHSF00806724	25.00%
Argonaut Insurance Co.	A- XIII	Primary H&M, P&I, MGL & Lead \$4m x \$1m	726OM6067-00	10.00%
The Continental Ins. Co.	A XV	Primary H&M, P&I, MGL & Lead \$4m x \$1m	H0877879 / EX0122132	10.00%
Beazley Insurance Co	A XV	Primary H&M, P&I, MGL & Lead \$4m x \$1m	V36429240201	12.50%
United Fire & Casualty Co.	A- X	2nd Layer Bumbershoot \$5m xs \$5m	OMS-24001414-02	37.50%
Argonaut Insurance Co.	A- XIII	2nd Layer Bumbershoot \$5m xs \$5m	726OM6068-00	12.50%
Endurance Specialty	A+ XV	2nd Layer Bumbershoot \$5m xs \$5m	OMX30049877401	25.00%
Stratford Insurance Co	A XV	2nd Layer Bumbershoot \$5m xs \$5m	VMX8003890	25.00%
United Fire & Casualty Co.	A- X	3rd Layer Bumbershoot \$15m xs \$10m	OMS-24001415-02	25.00%
Starr Indemnity & Liability Co.	A XV	3rd Layer Bumbershoot \$15m xs \$10m	MASILSF00566924	25.00%
The Continental Ins. Co.	A XV	3rd Layer Bumbershoot \$15m xs \$10m	EX0122133	12.50%
Stratford Insurance Co.	A XV	3rd Layer Bumbershoot \$15m xs \$10m	VMX8003889	25.00%
Beazley Insurance Co.	A XV	3rd Layer Bumbershoot \$15m xs \$10m	V340A6240301	12.50%
United Fire & Casualty Co.	A- X	4th Layer Bumbershoot \$25m x \$25m	OMS-24001416-02	5.50%
Starr Indemnity & Liability Co.	A XV	4th Layer Bumbershoot \$25m x \$25m	MASILSF00566824	27.50%
Argonaut Insurance Co.	A- XIII	4th Layer Bumbershoot \$25m x \$25m	726OM6069-00	8.50%
The Continental Ins. Co.	A XV	4th Layer Bumbershoot \$25m x \$25m	EX0124715	8.50%
Beazley Insurance Co.	A XV	4th Layer Bumbershoot \$25m x \$25m	V340AF240301	25.00%
Stratford Insurance Co.	A XV	4th Layer Bumbershoot \$25m x \$25m	VMX8003891	25.00%

**CONTRACTUAL LIABILITY - BLANKET ADDITIONAL INSURED
AND WAIVER OF SUBROGATION ENDORSEMENT**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

When the **Named Insured** on this Policy is required by a **written contract** to name other entities as **Additional Insured(s) and Waive Subrogation** on this Policy and/or to indemnify, and/or defend/ and/or hold harmless such entities, the Insured may provide evidence to the Additional Insured per the following wording:

It is understood and agreed that

and the officers, directors and employees thereof while operating in their capacity as such are hereby named as **ADDITIONAL INSURED**s under this Policy as respects liabilities to third parties and defense of claims and arising out of the use of premises of the Additional Insured and/or negligent work or operations and/or ownership or operation of vessels of the Named Insured and its officers, employees and/or sub--contractors during the term of this Policy.

This Policy shall be **the principal coverage** as respects the liabilities of the NAMED INSURED and any other insurance carried by the ADDITIONAL INSURED shall **not be contributory** as respects the liabilities of the Named Insured. Nor shall the Additional Insured be responsible for any premium or deductibles hereunder.

Subrogation is hereby waived against the Additional Insured.

This Endorsement shall include "Severability of Interest" as respects the liabilities of each Insured named hereon, but the naming of Additional Insured(s) hereto shall not increase the limit of liability of this Policy arising out of any one accident or occurrence.

In the event of cancellation of the Policy or this endorsement or material change in coverage of this Policy, 30 days written notice shall be given to:

Subject otherwise to all policy clauses and conditions.

Any other terms or modifications required by contract, must be agreed by Insurers and a specific Endorsement will be issued. **Any modification of any provision of the above Endorsement form shall void the Endorsement. The Insured agrees to send to the Insurers a copy of each endorsement when issued.**

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED



MOORSOU-01

NCHANNAPPA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/8/2026

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 have ADDITIONAL INSURED provisions or 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 License # 0C36861 Alliant Insurance Services, Inc. 560 Mission St 6th Fl San Francisco, CA 94105	CONTACT NAME: Michele Holguin PHONE (A/C, No, Ext): (628) 502-2872 FAX (A/C, No): E-MAIL ADDRESS: michele.holguin@alliant.com
	INSURER(S) AFFORDING COVERAGE INSURER A : Imperium Insurance Company INSURER B : Trumbull Insurance Company INSURER C : National Casualty Company INSURER D : Signal Mutual Indemnity Association Ltd INSURER E : Beazley Insurance Company, Inc. INSURER F :
INSURED Moor + South / Pier Management LP PO Box 193730 San Francisco, CA 94119-3730	NAIC # 35408 27120 11991 00000 37540

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Protection&Indemnity GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		TSOM-251336-00	12/15/2025	12/15/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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 P&I \$ 1,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X		72UENPV2823	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$	X		TSOM-251336-00	12/15/2025	12/15/2026	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WCSIG35040906	1/1/2026	1/1/2027	☒ PER STATUTE ☐ 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
D	Workers Compensation			E5-73774	1/1/2026	1/1/2027	Statutory 1,000,000
E	Marine Legal Liabili			V36429250301	12/15/2025	12/15/2026	Max. Agreed Value 248,622,849

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

City of Alameda its council members, board and commission members, committee members, officers, agents, volunteers and employees.

Alameda county transportation commission, its governing body, officers, employees and consultants.

Big Yellow Boat, LLC, its governing body, officers, agents, employees and consultants.

Alameda Transportation Management Association, its governing body, officers, agents, employees and consultants.

The above are additional insureds under Marine General Liability, Automobile Liability, and Vessel Pollution coverage, where required by written contract.

Vessel Pollution Liability

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Alameda
2263 Santa Clara Avenue
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



ADDITIONAL REMARKS SCHEDULE

AGENCY Alliant Insurance Services, Inc.	License # 0C36861	NAMED INSURED Moor + South / Pier Management LP PO Box 193730 San Francisco, CA 94119-3730
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Policy Number: 60-50919

Policy Term: 12/15/2025-12/15/2026

Limit: \$5,000,000

Carrier: Water Quality Insurance

Moor + South / PIER 39 / Blue & Gold 2025-2026 Casualty Program

Carrier	AM Best rating	Placement	Policy Number	Participation %
United Fire & Casualty Co.	A- X	Primary H&M, P&I, MGL & Lead \$4m x \$1m	OMS-24001413-02	42.50%
Starr Indemnity & Liability Co.	A XV	Primary H&M, P&I, MGL & Lead \$4m x \$1m	MASIHSF00806724	25.00%
Argonaut Insurance Co.	A- XIII	Primary H&M, P&I, MGL & Lead \$4m x \$1m	726OM6067-00	10.00%
The Continental Ins. Co.	A XV	Primary H&M, P&I, MGL & Lead \$4m x \$1m	H0877879 / EX0122132	10.00%
Beazley Insurance Co	A XV	Primary H&M, P&I, MGL & Lead \$4m x \$1m	V36429240201	12.50%
United Fire & Casualty Co.	A- X	2nd Layer Bumbershoot \$5m xs \$5m	OMS-24001414-02	37.50%
Argonaut Insurance Co.	A- XIII	2nd Layer Bumbershoot \$5m xs \$5m	726OM6068-00	12.50%
Endurance Specialty	A+ XV	2nd Layer Bumbershoot \$5m xs \$5m	OMX30049877401	25.00%
Stratford Insurance Co	A XV	2nd Layer Bumbershoot \$5m xs \$5m	VMX8003890	25.00%
United Fire & Casualty Co.	A- X	3rd Layer Bumbershoot \$15m xs \$10m	OMS-24001415-02	25.00%
Starr Indemnity & Liability Co.	A XV	3rd Layer Bumbershoot \$15m xs \$10m	MASILSF00566924	25.00%
The Continental Ins. Co.	A XV	3rd Layer Bumbershoot \$15m xs \$10m	EX0122133	12.50%
Stratford Insurance Co.	A XV	3rd Layer Bumbershoot \$15m xs \$10m	VMX8003889	25.00%
Beazley Insurance Co.	A XV	3rd Layer Bumbershoot \$15m xs \$10m	V340A6240301	12.50%
United Fire & Casualty Co.	A- X	4th Layer Bumbershoot \$25m x \$25m	OMS-24001416-02	5.50%
Starr Indemnity & Liability Co.	A XV	4th Layer Bumbershoot \$25m x \$25m	MASILSF00566824	27.50%
Argonaut Insurance Co.	A- XIII	4th Layer Bumbershoot \$25m x \$25m	726OM6069-00	8.50%
The Continental Ins. Co.	A XV	4th Layer Bumbershoot \$25m x \$25m	EX0124715	8.50%
Beazley Insurance Co.	A XV	4th Layer Bumbershoot \$25m x \$25m	V340AF240301	25.00%
Stratford Insurance Co.	A XV	4th Layer Bumbershoot \$25m x \$25m	VMX8003891	25.00%

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

NAMED PERSON(S) OR ORGANIZATION(S)

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL AUTO COVERAGE PART

CITY OF ALAMEDA, ITS COUNCIL MEMBERS, BOARD AND COMMISSION MEMBERS,
OFFICERS, AGENTS, VOLUNTEERS AND EMPLOYEES
ALABAMA COUNTY TRANSPORTATION COMMISSION, ITS GOVERNING BODY,
OFFICERS, EMPLOYEES AND CONSULTANTS
BIG YELLOW BOAT LLC, ITS GOVERNING BODY, OFFICERS, AGENTS, EMPLOYEES
AND CONSULTANTS
ALAMEDA TRANSPORTATION MANAGEMENT ASSOCIATION, ITS GOVERNING BODY,
OFFICERS, AGENTS, EMPLOYEES AND CONSULTANTS

ALL HAVE THE ADDRESS OF:
2263 SANTA CLARA AVE, ALMEDA, CA 94501

THIS ENDORSEMENT DOES NOT CHANGE THE POLICY EXCEPT AS SHOWN.

ADDITIONAL INSURED AND WAIVER OF SUBROGATION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED:	Moor + South / Pier Management Company LP Et Al Per Policy
POLICY PERIOD:	December 15, 2025 to December 15, 2026
POLICY NO.:	To Be Advised TSOM25133600
LIMIT OF LIABILITY:	Section D – Protection And Indemnity:
	\$1,000,000. Each Accident or Occurrence, Combined Single Limit
	\$ 5,000. Medical Expense Per Person
	\$ 25,000. Medical Expense Per Occurrence
	Section E – Marine General Liability:
	\$1,000,000. Occurrence
	\$2,000,000. General Aggregate
	\$2,000,000. Products Completed Operations Aggregate
	\$1,000,000. Personal and Advertising Injury
	\$1,000,000. Fire Damage
	\$ 5,000. Medical Expense Per Person
	\$ 25,000. Medical Expense Aggregate

This endorsement modifies insurance provided under the following:

Section D – Protection And Indemnity
Section E – Marine General Liability

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Subrogation is hereby waived against the Additional Insured.

This Endorsement shall include "Severability of Interest" as respects the liabilities of each Insured and shall not be deemed to be a contract of insurance for the purpose of the Insurance Code of the State of New York.

The first 30 days of the study were used for training the model. The remaining 30 days were used for testing the model. The model was trained using the following parameters:

S r d d

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

ENDORSEMENT NO.4

To be attached to and

Form a part of Policy No. **60-50919** of the WATER QUALITY INSURANCE SYNDICATE

Assured: **BLUE & GOLD FLEET LP**

ADDITIONAL ASSURED

For and in consideration of an additional premium of \$Included, it is hereby understood and agreed that with effect from inception, the following shall apply with respect to the following **Assured(s)**:

CITY OF ALAMEDA ITS COUNCIL MEMBERS, BOARD AND COMMISSION MEMBERS, COMMITTEE MEMBERS, OFFICERS, AGENTS, VOLUNTEERS AND EMPLOYEES

ALAMEDA COUNTY TRANSPORTATION COMMISSION, ITS GOVERNING BODY, OFFICERS, EMPLOYEES AND CONSULTANTS

BIG YELLOW BOAT, LLC, ITS GOVERNING BODY, OFFICERS, AGENTS, EMPLOYEES AND CONSULTANTS

ALAMEDA TRANSPORTATION MANAGEMENT ASSOCIATION, ITS GOVERNING BODY, OFFICERS, AGENTS, EMPLOYEES AND CONSULTANTS.

Where a **Vessel** insured hereunder is working or performing services pursuant to a contract between the owner or operator of the **Vessel** (the **Assured**) and an entity or person not insured hereunder, if the **Assured** agrees and it is required by the contract, the entity or person with whom the **Assured** is in contractual privity is hereby named as an additional **Assured** hereunder, but only to the extent required by the contract.

Notwithstanding the forgoing, it is understood and agreed that this endorsement shall only apply to contracts entered into before any **occurrence** hereunder.

In no event shall this endorsement amend SECTION A (5) of PART III.

Indemnification hereunder is limited to such amounts as the **Assured** shall have become liable to pay and shall have paid as **owner** or **operator** of a **Vessel** named on the Vessel Schedule.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

Countersigned in New York, N.Y.
On December 9, 2025



Agent for the Individual Subscribers to
WATER QUALITY INSURANCE SYNDICATE



SANFRAN-06

AAGUIRRE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/6/2026

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 have ADDITIONAL INSURED provisions or 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 License # 0C36861 Irvine - Alliant Insurance Services, Inc. 18100 Von Karman Ave 10th Fl Irvine, CA 92612	CONTACT NAME: Sheryl L Fitzgerald PHONE (A/C, No, Ext): (949) 660-8161 FAX (A/C, No): E-MAIL ADDRESS: sfitzgerald@alliant.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Great American E & S Insurance Company	NAIC # 37532
INSURED San Francisco Bay Area Water Emergency Transportation Authority 375 Beale St Ste 310 San Francisco, CA 94105-2177	INSURER B : INSURER C : 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☐ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ AUTO DED: \$1,000 ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	X		214510008	9/29/2025	9/29/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UI/UIM LIMIT \$ 1,000,000
	UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ 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 \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured endorsement attached. Policy form does not contain a General Liability Aggregate. Notice of cancellation will be delivered only to the participating named insured as stated in the policy. Subject to policy terms, conditions and exclusions.

Carriers on Policy:
Great American - 88%
StarStone Specialty - 12%

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Alameda Attn: Jennifer Ott 2263 Santa Clara Avenue 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
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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Irvine - Alliant Insurance Services, Inc.		License # 0C36861	NAMED INSURED SF Bay Area WETA 375 Beale St Ste 310 San Francisco, CA 94105-2177
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

AS RESPECTS THE ESTUARY WATER SHUTTLE PILOT PROJECT AGREEMENT. CITY OF ALAMEDA ITS COUNCIL MEMBERS, BOARD AND COMMISSION MEMBERS, COMMITTEE MEMBER, OFFICERS, AGENTS, VOLUNTEERS AND EMPLOYEES AND ALAMEDA COUNTY TRANSPORTATION COMMISSION, ITS GOVERNING BODY, OFFICERS, EMPLOYEES AND CONSULTANTS AND BIG YELLOW BOAT LLC, ITS GOVERNING BODY, OFFICERS, AGENTS, EMPLOYEES AND CONSULTANTS AND ALAMEDA TRANSPORTATION MANAGEMENT ASSOCIATION, ITS GOVERNING BODY, OFFICERS, AGENTS, EMPLOYEES AND CONSULTANTS SHALL BE NAMED AS ADDITIONAL INSURED. SEVERABILITY OF INTEREST: THE TERMS "PARTICIPATING NAMED INSURED" AND "INSURED" ARE USED SEVERALLY AND NOT COLLECCTIVELY, BUT THE INCLUSION HEREIN OF MORE THAN ONE "PARTICIPATING NAMED INSURED" OR "INSURED" SHALL NOT OPERATE TO INCREASE THE LIMITS OF THE "COMPANY'S" LIABILITY.

The Company may cancel the coverage by mailing to the first Participating Named Insured at the address shown in the participation endorsement written notice stating when, not less than sixty (60) days thereafter, such cancellation shall be effective. Provided that the Participating Named Insured fails to discharge, when due, any of its obligations in connection with the payment of premium for the policy or any installment thereof, the coverage may be canceled by the Company by mailing to the Participating Named Insured at the address shown in the participation endorsement, written notice stating when, not less than ten (10) days thereafter, such cancellation shall be effective.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

SPECIAL LIABILITY POLICY FOR PUBLIC ENTITIES AND NON-PROFIT CORPORATIONS

Name of Person or Organization:
Any person or entity that the "Named Insured" has entered into a written agreement, prior to a loss, to provide defense, indemnity or additional insured protection.

The following is added to Section **V. PERSONS OR ENTITIES INSURED**:

Any person(s) or organization(s) listed in the Schedule above is an Additional Insured, but only as respects "Personal Injury" (including "Bodily Injury") and "Property Damage" arising, in whole or in part, out of the operations of the Named Insured. The inclusion of such Additional Insured shall not serve to increase the "Company's" Limit of Liability as specified in the Declaration Page of this Policy:

However, additional insured coverage provided by this insurance will not be broader than coverage required in the written agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

SPECIAL LIABILITY POLICY FOR PUBLIC ENTITIES AND NON-PROFIT CORPORATIONS

The following is added to Section **VIII. COMMON POLICY CONDITIONS**:

If insurance similar to this insurance is held by a person or organization that is an additional insured on this policy, this insurance is primary to that other insurance. The "Company" shall not seek contribution from that other insurance for amounts payable under this insurance for liability arising out of the "Participating Named Insured's" ongoing operations performed for that person or organization under a written agreement.

However, the provisions of this endorsement do not apply to a person or organization unless the "Participating Named Insured" had a written agreement with that person or organization requiring:

- a.** This insurance be primary insurance;
- b.** They be an additional insured on this Policy; and
- c.** The written agreement was entered into prior to the date the "Participating Named Insured's" operations for that person or organization commenced.