

**Exhibit A**

Non-Containerized Wharfage, Tariff Section VII

THE BOARD OF PORT COMMISSIONERS  
PORT OF OAKLAND  
TARIFF NO. 2-A

10<sup>th</sup> REVISED PAGE 96  
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SECTION VII: WHARFAGE, NON-CONTAINERIZED CARGO

Except as otherwise provided, below are the applicable non-containerized cargo rates which will be assessed in cents per 1,000 kilograms or cubic meter as specified in the applicable items below; or according to vessel's manifest, on whichever basis water freight charges are assessed.

COMMODITY DESCRIPTION	RATE BASIS	RATE	ITEM NO.
Residues and waste from the food industries; prepared animal feed (fodder) viz:  Alfalfa or Beet Pulp pellets	--	223	07230
Petroleum and petroleum by-products for bunker fuel, for use of vessel to which initially delivered:  From barge or vessel to vessel	WT	80	07270
From land vehicle to vessel	WT	145	07272
Petroleum or petroleum products in bulk, including without limitation such products handled to/from barges, vessels, land vehicles and pipelines.	--	145	07274
Liquefied natural gas for bunker fuel, for use of vessel to which initially delivered:  From barge or vessel to vessel	CUM	34	(+) 07280
From land vehicle to vessel	CUM	63	(+) 07282
Lumber and Forest Products:  Hardwood: including Ash, Hickory, Oak and Mahogany (See Notes 1 & 2)	Per 1,000 Ft. B.M. Scribner	1041	07440
Softwood; including cedar, fir, pine, redwood and spruce (See Notes 1 & 2)	Per 1,000 Ft. B.M. Scribner	870	07442
Coastwise only (See Notes 1 & 2)	Per 1,000 Ft. B.M. Scribner	449	07444
Timber, sawn (pinus radiata), Inbound only	CUM	304	07445

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: June 24, 2021

EFFECTIVE: July 1, 2021

SECTION VII: WHARFAGE, NON-CONTAINERIZED CARGO

Except as otherwise provided, below are the applicable non-containerized cargo rates which will be assessed in cents per 1,000 kilograms or cubic meter as specified in the applicable items below; or according to vessel's manifest, on whichever basis water freight charges are assessed.

COMMODITY DESCRIPTION	RATE BASIS	RATE	ITEM NO.
Passengers embarking to or disembarking from passenger vessels at any Port wharf, or in transit on passenger vessels at any Port wharf, inclusive of passenger baggage	Per Person	1100	(+) 07960
Household goods and personal effects (Used, not for resale)	WT	2337	07990
United States Mail	WT	1070	07992
Liquids, N.O.S.; from or to vessel Direct or through pipeline	--	153	07994
Cargo, N.O.S. (including vessel stores and supplies)	--	668	07996
Coastwise .....	--	580	07997.1
Cargo N.O.S., Bulk.....	--	174	07997.2
Assembled cargo; export only, minimum 1,500 cubic meters per vessel.....	CUM	580	07997.3

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: June 24, 2021

EFFECTIVE: July 1, 2021

SECTION VIII-B: WHARF STORAGE - RULES AND RATES

ITEM  
NO.

STORAGE UNDER STRIKE CONDITIONS

Cargo which cannot be removed from the Port due to a general waterfront strike of five consecutive calendar days or more is subject to the following:

(1) Cargo on Free Time:

Strikebound cargo will continue on free time until the free time allowed under Item 08120 of the tariff has expired. (Provisions of paragraph (b), Item 08125 Free Time - Shortened or Extended and Item 08135 Assembly Time are not applicable in connection with this item). Storage rates will be assessed under provisions of paragraph (2) below upon expiration of free time.

(2) Cargo on wharf demurrage or storage:

Cargo on wharf demurrage or storage will be subject to either daily or monthly storage rates in this section; whichever results in the lowest charge during any calendar month in which the strike is in effect. The Executive Director reserves the right to authorize storage rates for strikebound cargo without prior request.

(3) Charges applicable after strike ends:

Unless prior arrangements have been made with the Port for monthly storage, strikebound cargo remaining on hand the first day of the first calendar month following the end of the strike will be subject to daily storage rates.

08165

RETENTION OF TERMINAL CHARGES

(a) A Wharf Assignee under Assignment with the Port shall collect all applicable wharf demurrage and wharf storage charges and maintain such records relating thereto as may be required by the Director of Maritime, or his/her designee. The amounts collected for wharf storage and wharf demurrage charges shall be submitted on a monthly basis to the Port, accompanied by written reports approved by or provided by the Director of Maritime, or his/her designee. Said monthly payments and written reports shall be received no later than 30 days succeeding the month being reported. In return for the cost of providing such service in the timely manner described above, a sum equal to ten percent (10%) of all wharf demurrage and wharf storage charges collected may be retained by the Assignee.

(Item 08170 continued on Next Page)

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08170

For explanation of abbreviations and reference marks see Page 10.

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THE BOARD OF PORT COMMISSIONERS  
PORT OF OAKLAND  
TARIFF NO. 2-A

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SECTION VIII-B: WHARF STORAGE - RULES AND RATES	ITEM NO.
<p style="text-align: center;"><b>RETENTION OF TERMINAL CHARGES</b></p> <p>(b) The amounts collected under this item shall be subject to Item 02130, Terms and Conditions of Payment; Item 02135, Payment of Charges; and Item 02140, Delinquency and Penalties.</p>	<p style="text-align: center;">(*) 08170</p>
<p style="text-align: center;"><b>WHARF STORAGE - MINIMUM CHARGES</b></p> <p><b>(1) Daily Storage Basis:</b></p> <p>When stored for a period of 4 days or less, a minimum of 5 days storage will be assessed on basis of Item 08180 or Items 08185 through 08350; but in no case less than \$24.00 for each invoice issued, per month or fraction thereof.</p> <p><b>(2) Monthly Storage:</b></p> <p>The minimum charge will be \$30.00 for each invoice issued per month or fraction thereof.</p>	<p style="text-align: center;">08175</p>
For explanation of abbreviations and reference marks see Page 10.	
ADOPTED: June 24, 2021	EFFECTIVE: July 1, 2021

**Exhibit B**

Space Assignments Rates, Tariff Section X-B

And

Wharf and Space Assignments Terms/Conditions of Use, Tariff Sections X-A and X-B

SECTION X - A: WHARF ASSIGNMENTS

ITEM  
NO.

APPLICATION FOR AND CONDITIONS OF WHARF ASSIGNMENTS

- (a) Application for Wharf Assignment as defined in Item 01325 shall be made to the Director of Maritime or his/her designee.
- (b) The Director of Maritime, or his/her designee, may approve a Wharf Assignment application upon receipt of such application. Said application is subject to provisions of this tariff for wharfage, dockage, wharf demurrage, storage and all other charges, rates, rules and regulations applicable thereto. The terms, conditions and provisions contained in the assignment itself are in furtherance of and not in conflict with the provisions of this tariff.
- (c) The making of a Wharf Assignment and the use of the berth, wharf, wharf area, or facility by the Assignee shall be subject to the condition that the Board and its officers, agents, and employees shall not be liable for any injury to or death of any person or damages to property of any kind whatsoever, whether the person or property of the Assignee, its agents or employees or third persons from any cause while in or on the assigned berth, wharf, wharf area or facility or occasioned by any use or occupancy thereof or any activity carried on by the Assignee in connection therewith. The Assignee will indemnify and save harmless the Board, its officers, agents and employees from all liabilities, charges, expenses (including attorney fees) and costs on account of or by reason of any such injury, death, claim, suit or loss however occurring or damages growing out of the same. In instances in which the Port's negligence causes or contributes to the cause of any liability as herein above set forth, Assignee's obligation to exculpate or indemnify and hold harmless the Port pursuant to this item shall be limited to that portion of the liability, on a percentage basis, which is not attributable to the Port's negligence.

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(Item 10105 continued on Next Page)

For explanation of abbreviations and reference marks see Page 10.

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THE BOARD OF PORT COMMISSIONERS  
PORT OF OAKLAND  
TARIFF NO. 2-A

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SECTION X - A: WHARF ASSIGNMENTS

ITEM  
NO.

APPLICATION FOR AND CONDITIONS OF WHARF ASSIGNMENTS

(d) Assignee shall maintain in force during the term of an assignment, insurance with such additional limits and such other coverages and coverage enhancements as may reasonably be requested from time to time by the Port's Risk Manager, or his/her designee, in accordance with Item 02150.

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For explanation of abbreviations and reference marks see Page 10.

ADOPTED: June 24, 2021

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SECTION X - A: WHARF ASSIGNMENTS

ITEM  
NO.

APPLICATION FOR AND CONDITIONS OF WHARF ASSIGNMENTS

- (e) Assignee is responsible for all damages to and non-structural maintenance of the assigned area subject to the conditions specified in the assignment. Assignee is responsible for structural maintenance when the damage or maintenance arises in whole or in part out of or in the course of the Assignee's operations, subject to the conditions specified in the assignment.
- (f) Assignee is responsible at its own cost and expense for all services, including, but not limited to; services such as central station supervisory alarm service for fire or theft protection, security guards, for utilities (water, electricity or telephone), for re-lamping of lighting fixtures and for all maintenance of the facility or portion thereof assigned.
- (g) Upon termination of Wharf Assignments, the Director of Maritime or his/her designee may require Assignee, at its own expense, to restore assigned area to the same condition that existed when the initial assignment was made. Assignee will be liable for the cost of repair and restoration should the Port, at its discretion, proceed to repair and restore assigned area to the condition that existed when the initial assignment was made, reasonable wear and tear excepted.

(^)  
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For explanation of abbreviations and reference marks see Page 10.

ADOPTED: June 24, 2021

EFFECTIVE: July 1, 2021

SECTION X - A: WHARF ASSIGNMENTS	ITEM NO.
<p style="text-align: center;"><b>WHARF ASSIGNMENT</b></p> <p>(a) A Wharf Assignment shall commence on the date specified by the Director of Maritime or his/her designee.</p> <p>(b) A Preferential or Secondary Wharf Assignment may be terminated by the Assignee effective not sooner than 30 days after giving written notice of termination to the Port, and may be terminated by the Director of Maritime or his/her designee at any time, effective not sooner than 30 days after giving written notice of termination to the Assignee. Either the Port or Assignee may terminate on less than 30 days written notice, subject to mutual written agreement of the Assignee and Director of Maritime or his/her designee. Termination of the assignment will not terminate any obligations or liabilities that arose under the assignment prior to termination, including the Assignee's obligation to remove all items brought upon the assignment premises by Assignee.</p> <p>(c) A Temporary Wharf Assignment may be terminated by the Assignee when the use for the assigned area has ended; but not before all cargo involved, and all dunnage and debris has been removed by the Assignee from the assigned area. The Temporary Wharf Assignment may be terminated by the Director of Maritime or his/her designee at any time, effective not sooner than 30 days after giving written notice of termination to the Assignee.</p>	10110
<p style="text-align: center;"><b>RIGHTS UNDER WHARF ASSIGNMENT DEFINED</b></p> <p>(a) Subject to all applicable rates, charges, rules and regulations named in this and other sections of this tariff, and subject further to any restrictions, conditions, limitations, and modifications set forth in the Wharf Assignment itself; the Wharf Assignment shall include only the privilege or right to:</p> <ol style="list-style-type: none"> <li>(1) Dock vessels owned, operated, or represented by the Assignee at the assigned wharf area.</li> <li>(2) Assemble, distribute, load and unload cargo of, or for such vessels, over, under, through or upon the assigned wharf area.</li> <li>(3) Perform such other related activities as may be necessary.</li> </ol> <p style="text-align: center;">(Item 10115 continued on Next Page)</p>	(^) 10115
<p>For explanation of abbreviations and reference marks see Page 10.</p>	
ADOPTED: June 24, 2021	EFFECTIVE: July 1, 2021

<b>SECTION X - A: WHARF ASSIGNMENTS</b>	<b>ITEM NO.</b>
<p style="text-align: center;"><b>RIGHTS UNDER WHARF ASSIGNMENT DEFINED</b></p> <p>(b) The Wharf Assignment is subject further to the provisions that when the assigned berth, wharf, wharf area or facility, or any part thereof is not required for the use of the Assignee or is unoccupied, the Director of Maritime or his/her designee may, at their discretion, assign said berth, wharf area or facility, or any part thereof, to any other persons, as provided in this section.</p>	10115
<p style="text-align: center;"><b>TEMPORARY OR SECONDARY ASSIGNEE'S OBLIGATIONS TO PREFERENTIAL ASSIGNEE</b></p> <p>Each temporary or secondary Assignee at a preferentially assigned berth, wharf, wharf area or facility shall agree, in writing with the preferential Assignee, if so requested by the preferential Assignee, to share in the berth, wharf, wharf area or facility expenses of the preferential Assignee. All amounts due under such agreement shall be payable to and collected by the preferential Assignee for its own account. The agreement must be upon a definite basis of division of such berth, wharf, wharf area or facility expenses of the preferential Assignee, and such agreement shall be subject to the approval of and a copy shall be filed with the Director of Maritime or his/her designee. In the event of failure to agree as to the basis of division, the matter shall be submitted to the Executive Director, who shall act as an arbiter and his decision shall be final and binding upon both parties.</p>	10120
<p style="text-align: center;"><b>NO TRANSFER OR SUBLETTING PERMITTED OF WHARF ASSIGNMENTS</b></p> <p>A Wharf Assignment to any berth, wharf, wharf area or facility shall not be transferred, assigned or sublet by Assignee. Any violation of this rule shall subject the Assignee to immediate cancellation of said Assignment, at the discretion of the Director of Maritime or his/her designee.</p>	(^) 10125
For explanation of abbreviations and reference marks see Page 10.	
ADOPTED: June 24, 2021	EFFECTIVE: July 1, 2021

SECTION X - A: WHARF ASSIGNMENTS

ITEM  
NO.

TEMPORARY WHARF ASSIGNMENT RATES

- (a) A charge shall be made for all Temporary Wharf Assignments according to use and kind of space assigned on a square foot basis. However, when a Temporary Wharf Assignment states that berthing of a vessel is limited to mooring only, charges other than dockage will not be assessed.
- (b) In addition to charges specified above and assessable under this tariff, including without limitation dockage and wharfage, Temporary Wharf Assignments shall also be subject to the following charges and provisions:
- (1) Rates set forth in Section X-B, Item 10160.
  - (2) The charge for a Temporary Wharf Assignment shall be based on space assigned, subject to a minimum charge of one-fourth of the total area of the wharf (including aprons), except as otherwise provided in Paragraphs (3) and (4).
  - (3) When an entire operation is conducted directly between the vessel and cars or barges, the Temporary Wharf Assignment charges shall be as shown in Paragraph (1) based on the square footage of the apron of said wharf, alongside the overall length of the vessel.
  - (4) The Director of Maritime or his/her designee reserves the right at any time to measure and re-measure the space being used or occupied, and should it be determined that space in excess of that assigned under the application is being used or occupied, the measurements and or re-measurements so made shall be the basis for the Temporary Wharf Assignment charge subject to the minimum charge as provided in Paragraph (2). In no case shall all or any part of the space assigned for an outbound vessel be reduced after commencement of an operation. On inbound cargo operations the space assigned under the original application may be adjusted, after expiration of free time, to the basis of actual space used or occupied, day by day, as determined by measurement and or re-measurements ordered by the Director of Maritime or his/her designee.

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For explanation of abbreviations and reference marks see Page 10.

ADOPTED: June 24, 2021

EFFECTIVE: July 1, 2021

SECTION X - B: SPACE ASSIGNMENTS

ITEM  
NO.

APPLICATION AND CONDITIONS OF SPACE ASSIGNMENT

- (a) Application for Space Assignment as defined in Item 01260 shall be made to the Director of Maritime or his/her designee.
- (b) The Director of Maritime or his/her designee may approve a Space Assignment application upon receipt of such application subject to the provisions of this tariff, and to the charges, rates, rules and regulations applicable thereto, and subject to such terms, conditions and provisions contained in the Assignment itself that are in furtherance of and not in conflict with the provisions of this tariff.
- (c) The making of the Space Assignment and use of the assigned area by the Assignee shall be subject to the condition that the Board and its officers, agents and employees shall not be liable for any injury to or death of any person or damages to property of any kind whatsoever, whether the person or property of the Assignee, its agents or employees, or third persons, from any cause while in or on the assigned area or occasioned by any use or occupancy thereof of any activity carried on by the Assignee in connection therewith. The Assignee will indemnify and save harmless the Board, its officers, agents and employees from all liabilities, charges, expenses (including attorney fees) and costs on account of or by reason of any such injury, death, claim, suit or loss however occurring or damages growing out of same. In instances in which the Port's negligence causes or contributes to the cause of any such liability as hereinabove set forth, Assignee's obligation to exculpate or indemnify and hold harmless the Port pursuant to this item shall be limited to that portion of the liability, on a percentage basis, which is not attributable to the Port's negligence.
- (d) Assignee shall comply with the insurance requirements set forth in Item 02150.
- (e) Assignee is responsible for all damages to and non-structural maintenance of the assigned area subject to the conditions specified in the Assignment. Assignee is responsible for structural maintenance when the damage or maintenance arises in whole or in part out of or in the course of Assignee's operations, subject to the conditions specified in the Assignment.

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10135

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: June 24, 2021

EFFECTIVE: July 1, 2021

**SECTION X - B: SPACE ASSIGNMENTS**

**ITEM  
NO.**

**ASSIGNMENT**

- (a) A Space Assignment shall commence on the date specified by the Director of Maritime or his/her designee.
- (b) A Space Assignment may be terminated by the Assignee effective not sooner than 30 days after giving written notice of termination to the Port, and may be terminated by the Director of Maritime or his/her designee at any time, effective not sooner than 30 days after giving written notice of termination to the Assignee. Either the Port or Assignee may terminate on less than 30 days written notice, subject to mutual written agreement of the Assignee and Director of Maritime or his/her designee. Termination of the Assignment will not terminate any obligations or liabilities that arose under the Assignment prior to termination, including the Assignee's obligation to remove all items brought upon the Assignment premises by Assignee.
- (c) By mutual written agreement of the Assignee and Director of Maritime or his/her designee, the Port may modify a Space Assignment to provide operational flexibility, including modifications such as adjustments to area boundaries, reclassification of space type, and relocation of Assignee operations.

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**RIGHTS UNDER SPACE ASSIGNMENT DEFINED**

- (a) Subject to all applicable rates and charges and to the rules and regulations in this and other sections of this tariff, and subject further to any restrictions, conditions, limitations, and modifications set forth in the Assignment itself, a Space Assignment shall include only the privilege or right to:
  - (1) Assemble, distribute, store and handle cargo prior to or subsequent to carriage by water and movement through the marine terminal area.
  - (2) Park vehicles, subject to prior approval of the Director of Maritime or his/her designee.
  - (3) Perform such other related activity as may be necessary.
- (b) The Space Assignment is subject further to the provisions that when the assigned area, or any part thereof, is not required for the use of the Assignee or is not occupied, the Director of Maritime or his/her designee, may, at his/her discretion, assign such space or any part thereof, to another.

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10145

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: June 24, 2021

EFFECTIVE: July 1, 2021

SECTION X - B: SPACE ASSIGNMENTS

ITEM  
NO.

APPLICATION OF SPACE ASSIGNMENT RATES

- (a) Assignee is responsible at its own cost and expense for all services, including, but not limited to; services such as central station supervisory alarm service for fire or theft protection, security guards, for utilities (water, electricity or telephone), for re-lamping of lighting fixtures and for all maintenance of the facility or portion thereof assigned. Upon termination of Space Assignments, the Director of Maritime or his/her designee may require Assignee, at its own expense, to restore assigned space to the same condition that existed when the initial Assignment was made. Assignee will be liable for the cost of repair and restoration should the Port, at its discretion, proceed to repair and restore assigned space to the condition that existed when the initial Assignment was made, reasonable wear and tear excepted.
- (b) Minimum charge shall be for one month, payable in advance (but in any event not less than \$500 for new Assignments effective July 1, 2021), unless expressly exempted in Item 10160. Monthly Assignment periods shall extend from a date in one calendar month to but not including the same date of the next and all succeeding calendar months, except that if there be no corresponding date in the next succeeding calendar month, the last day of that month shall be used. Charges for the termination month will be prorated on a daily basis.
- (c) Any charge assessed by the Collector of Customs, in connection with receipts and deliveries from or to Bonded Storage Space is to be paid by the parties for whose account the service is rendered.

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For explanation of abbreviations and reference marks see Page 10.

ADOPTED: June 24, 2021

EFFECTIVE: July 1, 2021

**SECTION X - B: SPACE ASSIGNMENTS**

**ITEM  
NO.**

**SPACE ASSIGNMENT RATES**

Space Assignment rates will be assessed as contained in the following table which designates the types of areas used and assigned; if and as available: (See Item 10155):

**TABLE 1**

TYPE OF AREA	DOLLARS PER SQUARE FOOT PER MONTH						
	UNPAVED	ROCKED			PAVED		
<b>Land</b>	\$0.151	No Lighting <u>and</u> No Fencing	Lighting <u>or</u> Fencing	Lighting <u>and</u> Fencing	No Lighting <u>and</u> No Fencing	Lighting <u>or</u> Fencing	Lighting <u>and</u> Fencing
		\$0.184	\$0.188	\$0.211	\$0.219	\$0.224	\$0.277
<b>Submerged Land (Water)</b>	\$0.151						
<b>Warehouse Space</b>	\$0.441	THIS SPACE LEFT INTENTIONALLY BLANK					
<b>In Bond Storage (Item 10155)</b>	\$0.473						
<b>Office Space N.O.S.</b>	Non-Air Conditioned			Air Conditioned			
	\$1.47			\$1.649			
<b>Mobile Food Vendor:</b>	\$200.00 Minimum per Month (exempt from Item 10155 (b) minimum monthly charge)						

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NOTES: Warehouse Space, In Bond Storage, and Office Space N.O.S. rates do not include land around perimeter of structure (i.e., apron). Apron is subject to Land rates set forth in this Item 10160.

**TABLE 2**

TYPE OF AREA	TIPPING FEE	FACILITY RATE
<b>Dredged Material Rehandling Facility</b>	≤ 10,000 Cubic Yards: \$22.05 Per Cubic Yard	Applicable rate from Table 1 but no less than \$0.224 per square foot per month.
	> 10,000 Cubic Yards: Negotiated	Applicable rate from Table 1 but no less than \$0.224 per square foot per month.

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: June 24, 2021

EFFECTIVE: July 1, 2021



## **Exhibit C**

Port-Owned Truck Parking/Container Depot, Tariff Section X-C

SECTION X - C: PORT-OPERATED TRUCK PARKING/CONTAINER DEPOT FACILITIES

ITEM  
 NO.

RATES FOR USE OF PORT-OPERATED TRUCK PARKING/CONTAINER DEPOT  
 FACILITIES

All Monthly and Daily Rates include City of Oakland Parking Tax. Rates shall be paid in full prior to the commencement of use.

(a) **Monthly Rates**

The Monthly Rate is per calendar month.

Stall Type	Monthly Rate Per Stall
Tractor	\$225
Chassis / Container on Chassis	\$425
Other	\$450

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(b) **Daily rates**

The Daily Rate is per 24-hour period and is a flat rate regardless of stall size.

Tractor / Chassis / Container on Chassis: \$34  
 Reefer Stall: \$85  
 Other: \$45

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: June 24, 2021

EFFECTIVE: July 1, 2021

SECTION X - C: PORT-OPERATED TRUCK PARKING/CONTAINER DEPOT FACILITIES

ITEM  
NO.

ADJUSTMENT OF RATES FOR USE OF PORT-OPERATED TRUCK PARKING/CONTAINER DEPOT  
FACILITIES

The Monthly and Daily Rates shall increase annually on July 1 of each year by the greater of: (i) 3%; or (ii) the percentage increase, if any, in the published CPI for the preceding 12-month period, with or without prior notice, unless otherwise modified by amendment of Item 10185. The most recently published CPI as of June 1 of each year will be used to calculate the increase in the CPI.

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For explanation of abbreviations and reference marks see Page 10.

ADOPTED: June 24, 2021

EFFECTIVE: July 1, 2021

**Exhibit D**

Middle Harbor Shoreline Park, Tariff Section XI

**SECTION XI: MISCELLANEOUS CHARGES**

**PICNIC AREA RESERVATIONS AND FILMING/PHOTOGRAPHY**

- Picnic area reservations can be booked up to one year in advance, but must be reserved at least fourteen (14) days in advance
- Commercial film or photography shoots can be booked up to one year in advance, but must be reserved at least sixty (60) days in advance
- All permit forms can be downloaded at: <https://www.portofoakland.com/community/recreation/parks-and-waterways/>

11210

**SPECIAL EVENTS**

Special events, such as festivals, corporate parties, or other organized activities, go beyond the scope of day-to-day MHSP use and require a special permit. Special events may have the following sample characteristics:

- 1,000 - 4,000 people (Small Special Event) or more than 4,000 people (Large Special Event)
- In addition to the number of people, the determination of whether an event is a Small Special Event or a Large Special Event will consider other factors such as impacts on public access and acreage of the MHSP required for the event.
- Amplified sound
- Require partially exclusive or exclusive use of the MHSP
- Occurs outside of normal MHSP operating hours
- An advertised event, and/or an event with a participation and/or ticket fee
- Require the Port Park Manager to be present
- Require special set up of stages, tents, barricades, fences, or other structures

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For explanation of abbreviations and reference marks see Page 10.

ADOPTED: June 24, 2021

EFFECTIVE: July 1, 2021

SECTION XI: MISCELLANEOUS CHARGES

MHSP FEES

Effective July 1, 2019, users of the MHSP will be assessed per this Item, which sets forth the types of areas and uses at the MHSP that are subject to fees, if and as available.

Event (other than Special Event)	Fee
Type	
Up to 55 people (Picnic Area A or B)	\$160
Up to 105 people (Picnic Area C)	\$215
Up to 215 people (Picnic Areas A, B, and C together)	\$540
Inflatable Jumper brought on site	\$30
Commercial Film or Photography Shoots	\$540 per hour
Special Event	Fee
Event Rental (Large Special Event)	\$19,500 per day
Event Rental (Small Special Event)	\$8,700 per day
Security Deposit (Large Special Event)	\$24,000
Security Deposit (Small Special Event)	\$15,000
Port Park Manager Oversight	\$270 per hour (4-hour minimum charge)
Vendor/Concession Permit	\$250 per day per vendor
All Events	Cancellation Fee
Over 60 calendar days' notice	50% security deposit
31-60 calendar days' notice	100% security deposit
11-30 calendar days' notice	100% security deposit plus 50% Event Rental Fee
Fewer than 11 calendar days' notice	100% deposit plus all fees

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For explanation of abbreviations and reference marks see Page 10.

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**SECTION XI: MISCELLANEOUS CHARGES**

\* Provisions of Item 11220 continued from Previous Page

**MHSP FEES**

Per-day Fees set forth in this Item will be assessed for set-up and take-down days, as well as event days. All Fees, including Security Deposit, are due and payable at the time of application. Such Security Deposit may be applied by the Port to pay the cost of any of the following: (a) restoration and cleaning; (b) repair of any damage caused by Permit Holder; (c) replacement of any improvements which are the property of the Port and which have been damaged, removed or otherwise misplaced by the Permit Holder; (d) payment of the Port Park Manager Oversight fees; or (e) the payment of any other outstanding amounts due the Port from Permit Holder. The Performance Deposit shall be cash, or an equivalent instrument if approved by the Port's Director of Maritime.

The MHSP Fees shall increase annually on July 1 of each year by the greater of: (i) 3%; or (ii) the percentage increase, if any, in the published CPI for the preceding 12-month period, with or without prior notice. The most recently published CPI as of June 1 of each year will be used to calculate the increase in the CPI.

(\*)  
11220

**MHSP APPLICATION REVIEW**

The Port, in the sole discretion of the Director of Maritime, may deny application for a reservation, filming/photography event, or special event for any reason, including but not limited to negative impacts to Seaport operations and regulatory considerations.

(\*)  
11225

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: June 24, 2021

EFFECTIVE: July 1, 2021

## **Exhibit E**

Various Amendments, Tariff Sections I and II



ORDINANCE

BE IT ORDAINED by the Board of Port Commissioners of the Port of Oakland as follows:

The following tariff of schedules of rates, dockage, wharfage, tolls and charges, as well as the following rules and regulations incidental thereto, in addition to those otherwise prescribed by the Board of Port Commissioners for the use of the Metropolitan Oakland International Airport and other facilities of the Port, are hereby adopted for all public-owned docks, piers, wharves, slips and other maritime (Seaport) facilities of the Port of Oakland and for services rendered by the Port Department of the City of Oakland in the place and stead of provisions of Tariff No. 2 contained in Port Ordinance No. 964, as amended:

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: June 24, 2021

EFFECTIVE: July 1, 2021

THE BOARD OF PORT COMMISSIONERS  
 PORT OF OAKLAND  
 TARIFF NO. 2-A

2<sup>nd</sup> REVISED PAGE 18  
 Cancels  
 1<sup>st</sup> REVISED PAGE 18

**SECTION I: DEFINITION OF TECHNICAL TERMS**

TERM	DEFINITION	ITEM NO.
<b>Outbound Cargo</b>	Cargo which is being loaded or is waiting to be loaded to a vessel.	01230
<b>Package</b>	The producer's or manufacturer's covering wrapper which uniformly seals and contains cargo units. The package may be, but is not limited to, a carton, bag, barrel, drum, crate, bale, box, bundle, pail, flask or basket. Cargo may be conveyed in its package or as packages in a container (defined in Item 01145) or as unitized cargo (defined in Item 01300)	01235
<b>Person</b>	The term "person" shall be construed to include any person, firm, corporation, association, carrier or terminal operator, singular or plural.	01240
<b>Pipeline</b>	The rates made subject to this Item will only apply when the cargo involved is handled through a stationary pipeline direct between vessel and shore storage facilities; or, private loading or unloading facilities.	01245
<b>Port</b>	For the purpose of this tariff, Port shall be construed to mean the Board and the Port of Oakland as defined in Item 01115.	01250
<b>Port Area (Seaport)</b>	For the purpose of this tariff, the Port Area is that area in the Charter of the City of Oakland defined as the Port Area, as enlarged or diminished by Ordinances of the City Council and the Board of Port Commissioners, within which exist maritime (Seaport) facilities for the transshipment of cargo from, to and between domestic carriers and/or carriers engaged in coastwide, intercoastal, or foreign trade.	(*) 01255
<b>Space Assignments</b>	The assignment of space, areas, facilities, land or buildings that are under the jurisdiction of the Port of Oakland.	01260

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: June 24, 2021

EFFECTIVE: July 1, 2021

THE BOARD OF PORT COMMISSIONERS  
 PORT OF OAKLAND  
 TARIFF NO. 2-A

1<sup>st</sup> REVISED PAGE 21  
 Cancels  
 ORIGINAL PAGE 21

**SECTION I: DEFINITION OF TECHNICAL TERMS**

TERM	DEFINITION	ITEM NO.
<b>Usage</b>	Usage means the use of terminal facility by any person when such person performs their own car, lighter or truck loading or unloading, or the use of any facilities for any other gainful purpose for which a charge is not otherwise specified.	01305
<b>Wharf</b>	Any pier, wharf, quay, landing or other structure to which a vessel may make fast or may be utilized in the transit or handling of cargo. It includes all the area between the pierhead and bulkhead lines; except, however, such locations as may be designated and set apart as public landings or for private use.	01310
<b>Wharfage</b>	Charge assessed against the cargo passing or conveyed over, onto, or under any wharf or wharf premises. Said charge also applies on cargo passage between vessels (to or from barge, lighter, or water) when berthed at wharf or when berthed adjacent to vessel so berthed or moored. Wharfage is assessed solely for use of wharf and does not include charges for any other service or facility.	01315
<b>Wharf Area (Premises)</b>	Defined to mean and include, in addition to the area included in the "Wharf" (Item 01310), other Port Terminal Facility areas, alongside of which vessels may lie or which are suitable for and are used in the direct loading, unloading, assembling, distribution or handling of cargo under, over, or onto a wharf.	(*) 01320

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: June 24, 2021

EFFECTIVE: July 1, 2021

**SECTION II: GENERAL RULES AND REGULATIONS**

**ITEM  
NO.**

**PAYMENT OF CHARGES**

- (d) The Executive Director, at his discretion may, unless Wharf Assignee otherwise requests in writing, solely as an accommodation to the Wharf Assignee, provide billing information directly to a Port terminal or facility user, but said accommodation shall in no way negate or modify the Wharf Assignee's primary responsibility to collect and timely pay to the Port all charges incurred, including delinquency payments.
- (e) Upon Wharf Assignee's payment to Port of all charges assessed against a vessel or cargo, the Port shall be deemed to have assigned to the Wharf Assignee the Port's lien rights against the vessel and cargo, and the Executive Director, upon request of the Wharf Assignee, shall execute whatever formal documentary evidence of such assignment that the Wharf Assignee may reasonably request.
- (f) For the purpose of enforcing the payment of charges named in this tariff, on cargo handled over or stored on Port facilities, the Port may take possession of such cargo and may remove and store the same at the risk and expense of the owner, shipper or consignee thereof, or may sell the goods at public auction or pursue such other remedies as may be provided by law.
- (g) Monthly rent, and other pre-determined rent or recurring charges, are due on the first day of each month and will become delinquent as provided in Item 02140. All other charges required to be paid are due thirty (30) days after the date of the Port's invoice for such payments and will become delinquent as provided in Item 02140. Any rent charged on a monthly basis that is payable for a portion of a month shall be pro-rated on a daily basis based upon the number of days in that month, subject to the provisions of Item 10155 (b).
- (h) In the event additional charges are discovered to be due to the Port through audit, additional statements, review of manifests and bills of lading, supplemental billings will be prepared by the Port for such additional charges. Additional charges billed pursuant to this item 02135(h) are due thirty (30) days after the date of the Port's invoice for such payment and will become delinquent as provided in Item 02140.

(\*)  
02135

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: June 24, 2021

EFFECTIVE: July 1, 2021

SECTION II: GENERAL RULES AND REGULATIONS

ITEM  
NO.

DELINQUENCY AND PENALTIES

All charges contained in this tariff shall be subject to a delinquency payment charge as follows:

- (a) Monthly rent, and other pre-determined rent or recurring charges, will become delinquent if not received by the Port on or before the tenth (10<sup>th</sup>) day of each month without regard to whether the Port has issued any notices or invoices, and will be subject to a delinquency charge of 0.06% per day, or the then-current delinquent charge approved by the Board, for each day from the date such payment became due and payable until payment has been received by the Port.
- (b) All other charges will become delinquent if not received by the Port on or before the specified due date, and are subject to a delinquency charge of 0.06% per day, or the then-current delinquency charge approved by the Board, for each day from the date such payment became due and payable until payment has been received by the Port.
- (c) Delinquency charges may be amended from time to time by the Board. Unpaid delinquency charges that accrue shall be compounded monthly. The delinquency charges provided by this Item 02140 are in addition to all other remedies that the Port may have that are provided for in this Tariff, in any other agreement that may be in place with a Port user, or otherwise set forth by law.

(\*)  
02140

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: June 24, 2021

EFFECTIVE: July 1, 2021

SECTION II: GENERAL RULES AND REGULATIONS

ITEM  
NO.

SECURITY DEPOSIT

All Port tenants shall maintain a security or performance deposit (referred to herein collectively as "security deposit"). Security deposits are required to be paid to the Port prior to the effective date of the agreement for the use of any Port property and shall be maintained throughout the term of use. For terms of use shorter than 30 days, the security deposit shall be equal to three times the rent. For terms of use of 30 days or longer, the security deposit shall be equal to three months of rent. If the initial term of use is extended, the security deposit will increase commensurate with the term of use. If rent is increased, the security deposit will increase commensurate with rent.

02145

INSURANCE

Rates named herein do not include any form of insurance.

During the term of use of Port facilities, Assignee or other user (as applicable) shall maintain in force the following insurance with such additional limits and such other coverages and coverage enhancements as may reasonably requested from time to time by the Port's Risk Manager, or his/her designee, but not less than:

**Protection and Indemnity Insurance**

- When Required: If Assignee or its independent contractors utilize watercraft/vessels in the use or occupancy of the Premises.
- Coverage: Liability for bodily injury and property damage including wreck removal and liability to crew, and SP-23 clause or equivalent, including collision liability.
- Limits: \$1,000,000 per person on board the watercraft for bodily injury and property damage, but no less than \$5,000,000 for watercraft of a length of 30 feet to 39 feet and no less than \$10,000,000 for watercraft 40 feet and over; any passenger services watercraft will need to be referred to Risk Management to determine amount of insurance required.
- Deductible/Self-Insured Retention: Not more than \$25,000 per occurrence unless otherwise approved by Port Risk Management.
- Additional Insured: The City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, Port of Oakland, its commissioners, officers, agents and employees.
- Waiver of subrogation in favor of additional insured.
- Deletion of any language that limits coverage to additional insured in the event the Limitation of Liability Statute applies.

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02150

(Item 02150 continued on Next Page)

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: June 24, 2021

EFFECTIVE: July 1, 2021

SECTION II: GENERAL RULES AND REGULATIONS

ITEM  
NO.

INSURANCE

**Commercial General Liability Insurance**

- When Required: For occupancy or use of Premises.
- Coverage: Standard ISO Commercial General Liability form.
- Limits: \$1,000,000 per occurrence; \$2,000,000 annual general aggregate; \$2,000,000 products and completed operations aggregate; \$1,000,000 each offense for personal and advertising injury. However, for any Assignee or contractor performing any construction activities, or any grading, excavating, underground utilities, piping, trenching, or any work below the surface of the ground or any environmental remediation activities or work, such limit shall be \$5,000,000 per occurrence and general aggregate; \$5,000,000 products and completed operations aggregate; \$1,000,000 each offense for personal and advertising injury.
- Stevedore liability must also be provided if occupancy of Premises includes loading and unloading of a vessel. Such coverage shall also include physical loss or damage to the property of others while in the Insured's care, custody and control. Such limit shall not be less than \$5,000,000 each occurrence and aggregate.
- Deductible/Self-Insured Retention: Not more than \$25,000 per occurrence unless otherwise approved by Port Risk Management.
- Additional Insured: The City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, Port of Oakland, its commissioners, officers, agents and employees.
- Cross liability/separation of insureds.
- Waiver of subrogation in favor of additional insured.
- If the occupancy or use of Premises involves construction activities, completed operations coverage must remain in force until at least 5 years after completion and acceptance of the construction work.
- If the occupancy or use of Premises involves the sale of liquor, liquor legal liability insurance.
- If the occupancy or use of Premises involves construction or demolition work within 50 feet of railroad property, Railroad Protective Liability insurance in the name of the applicable railroad company with limits of at least \$2,000,000 per occurrence or as required by the applicable railroad company.

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02150

(Item 02150 continued on Next Page)

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: June 24, 2021

EFFECTIVE: July 1, 2021

SECTION II: GENERAL RULES AND REGULATIONS

ITEM  
NO.

INSURANCE

**Business Automobile Liability Insurance**

- When Required: For occupancy or use of Premises.
- Coverage: Standard ISO Business Automobile Liability form for all owned (if any), non-owned and hired automobiles.
- Limits: \$1,000,000 each accident.
- Deductible/Self-Insured Retention: Not more than \$25,000 per accident unless otherwise approved by Port Risk Management.
- Additional Insured: The City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, Port of Oakland, its commissioners, officers, agents and employees.
- Waiver of subrogation in favor of additional insured.
- If the use or occupancy of the Premises involves the parking or storage of vehicles, Garagekeeper's Liability insurance.
- If the use or occupancy of the Premises involves maintenance or repair of vehicles, Garage Liability insurance.
- If the use or occupancy of the Premises involves valet parking, Valet Liability insurance.

**Workers' Compensation and Employer's Liability Insurance**

- When Required: All Assignees using or occupying the Premises and its independent contractors.
- Coverage: Statutory Workers' Compensation and Side B Employer's Liability form.
- Limits: Statutory for workers' compensation and \$1,000,000 per accident, \$1,000,000 bodily injury each employee, and \$1,000,000 policy limit for bodily injury by disease, for Employer's Liability.
- Deductible/Self-Insured Retention: Not more than \$25,000 per occurrence for Employer's Liability unless otherwise approved by Port Risk Management.
- If use or occupancy of the Premises is performed in or around water (whether in the Port maritime area or elsewhere), U.S. Longshoremen and Harbor Workers Act coverage and, if applicable, Jones Act and Marine Employer's Liability coverage.
- Waiver of subrogation in favor of the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, Port of Oakland, its commissioners, officers, agents and employees.

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02150

(Item 02150 continued on Next Page)

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: June 24, 2021

EFFECTIVE: July 1, 2021



SECTION II: GENERAL RULES AND REGULATIONS

ITEM  
NO.

INSURANCE

**Contractor's Pollution Legal Liability Insurance**

- When Required: If the Assignee or any of its independent contractors will engage in any of the following activities on the Premises: any construction activities, or any grading, excavating, underground utilities, piping, trenching, or any work below the surface of the ground, or involves the hauling or disposal of hazardous or regulated materials.
- Coverage: Contractor's Pollution Legal Liability occurrence or claims made form.
- Limits: \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- Deductible/Self-Insured Retention: Not more than \$100,000 per occurrence unless otherwise approved by Port Risk Management.
- Additional Insured: The City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, Port of Oakland, its commissioners, officers, agents and employees.
- Waiver of subrogation in favor of additional insured.
- Additional Term if Claims Made Form: 2 years following completion and acceptance of the construction activities, or any grading, excavating, underground utilities, piping, trenching, or any work below the surface of the ground, or involves the hauling or disposal of hazardous or regulated materials.
- Definition of "Covered Operations": All construction activities, or any grading, excavating, underground utilities, piping, trenching, or any work below the surface of the ground, or involves the hauling or disposal of hazardous or regulated materials performed by Assignee or its independent contractors or subcontractors.

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02150

(Item 02150 continued on Next Page)

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: June 24, 2021

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SECTION II: GENERAL RULES AND REGULATIONS

ITEM  
NO.

INSURANCE

**Professional "Errors and Omissions" Liability Insurance**

- When Required: If the use or occupancy of the Premises involves consulting, temporary staffing, design or technology services for the Port or involves use of the Port's technology infrastructure.
- Coverage: For errors and omissions arising out of the services to the Port.
- Limits: \$1,000,000 per claim and annual aggregate.
- Deductible/Self-Insured Retention: Not more than \$25,000 per claim unless otherwise approved by Port Risk Management.
- Additional Term: 2 years after completion and acceptance of the services or use of Port technology infrastructure.
- If services to the Port involve software or technology services, Technology Liability coverage, including coverage for privacy liability.
- If the services to the Port involve outsourced internet services, Network and Media Liability coverage.

**Aviation Insurance**

- When Required: If Assignee or its independent contractors utilize aircraft in the use or occupancy of the Premises.
- Coverage: Aviation Public Liability and Passenger Liability forms.
- Limits: \$1,000,000 combined single limit per accident for use of aircraft with up to 4 seats; such limit shall be \$5,000,000 for use of aircraft with 5 or more seats. However, use of jet aircraft of any size will need to be referred to Risk Management to determine amount of insurance required.
- Deductible/Self-Insured Retention: Not more than \$25,000 per accident unless otherwise approved by Port Risk Management.
- Additional Insured: The City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, Port of Oakland, its commissioners, officers, agents and employees.

(Item 02150 continued on Next Page)

(+)  
02150

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: June 24, 2021

EFFECTIVE: July 1, 2021

SECTION II: GENERAL RULES AND REGULATIONS

ITEM  
NO.

INSURANCE

**Builder's Risk/Equipment Installation Insurance**

- When Required: If the use or occupancy of the Premises involves new construction of buildings or facilities, or the renovation of existing buildings or facilities.
- Coverage: "All risk" or "special form" perils, earthquake and terrorism, including risks from testing of equipment, and delayed completion coverage for soft costs.
- Limits: Full replacement cost value of the construction, covering the entire work, including all materials and equipment that are or will be incorporated into the construction, or stored at the construction site or offsite, and including materials or equipment in the course of transportation.
- Deductible/Self-Insured Retention: Not more than \$25,000 per occurrence unless otherwise approved by Port Risk Management.
- Term: Until final completion and acceptance of the construction or renovation and for 2 years for delayed completion coverage.
- Additional Insured and Loss Payee: The City of Oakland, a municipal corporation, acting by the through its Board of Port Commissioners.
- Waiver of subrogation in favor of additional insured and its commissioners, officers, agents and employees.
- Primary and non-contributory with any insurance, retention or self-insurance of the Port.

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02150

(Item 02150 continued on Next Page)

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: June 24, 2021

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SECTION II: GENERAL RULES AND REGULATIONS

ITEM  
NO.

INSURANCE

**Other Insurance Requirements**

- Always required of all Assignees
- Notice of Cancellation: Assignee or Assignee's agent must provide 30-days prior written notice to the Port Risk Management Department of any insurance policy cancellation, except 10-days prior written notice for non-payment of premium.
- Proof of Insurance/Insurer Rating: Assignee must deliver to the Port Risk Management Department, prior to use or occupancy of the Premises, certificates of insurance evidencing all required insurance and additional insured status for the Port. All required insurance shall be provided by insurance companies with current A.M. Best ratings of A- VII or better and licensed to do business in the State of California.
- Please send certificates and other required information to:  
Port of Oakland  
Attn: Risk Management Department  
530 Water Street  
Oakland, CA 94607  
Email: risktransfer@portoakland.com
- Notwithstanding any other provisions of this tariff, upon failure to so file such certificate, the Director of Maritime or his/her designee may cancel an assignment on one day's prior written notice.

(+)  
02150

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: June 24, 2021

EFFECTIVE: July 1, 2021

THE BOARD OF PORT COMMISSIONERS  
PORT OF OAKLAND  
TARIFF NO. 2-A

1<sup>st</sup> REVISED PAGE 31  
Cancels  
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**SECTION II: GENERAL RULES AND REGULATIONS**

ITEM  
NO.

Item 02150 moved to previous page

(D)  
02150

**NON-LIABILITY OF THE PORT FOR LOSS OR DAMAGE**

The Port shall not be liable for loss or damage to any cargo in or upon, or moving or being moved over, in, through, or under any wharf or other structure or property owned, controlled, or operated by the Port, resulting from any cause whatsoever, including the loss or damage which in any manner is caused by or results from the following: pilferage; animals, including rats, mice and other rodents; insects, including moths and weevils; shrinkage; wastage; decay; seepage; leaky containers; heating; evaporation; fire, or extinguishment thereof; explosion; leakage; discharge from fire protection system; dampness; rain; floods; freezing, frost or other action of the elements; collapse of wharves, piers, or other structures; breakdown of plant, machinery or equipment; floats, logs, or piling required to break vessels away from wharves; combinations; sabotage; insurrection; revolution; war; riots; strikes; or any act of God. Nothing herein shall be deemed to relieve the Port from liability for loss or damage to goods or property it may have by law as the result of its own negligence.

02155

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: June 24, 2021

EFFECTIVE: July 1, 2021

SECTION II: GENERAL RULES AND REGULATIONS

ITEM  
NO.

HANDLING, STORAGE AND USE OF TOXIC MATERIALS

Assignee shall comply with Port of Oakland Environmental Ordinance No. 4345 and Port of Oakland Storm Water Ordinance No. 4311 as said ordinances may be amended from time-to-time.

(\*)  
02210

Item 02210 is separate from and in addition to the rules, procedures, regulations, and restrictions for hazardous cargo set forth in Items 03105 through 03190.

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: June 24, 2021

EFFECTIVE: July 1, 2021

SECTION II: GENERAL RULES AND REGULATIONS

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For explanation of abbreviations and reference marks see Page 10.

ADOPTED: June 24, 2021

EFFECTIVE: July 1, 2021

SECTION II: GENERAL RULES AND REGULATIONS

ITEM  
NO.

BALLAST WATER

- (a) Each operator or owner of a vessel using Port terminal facilities shall comply with all federal and state laws, regulations, and directives regarding the use and discharge of ballast water and the associated record keeping requirements.
- (b) Unless otherwise permitted under federal and state laws, regulations, or directives, a vessel using Port terminal facilities shall not discharge untreated ballast water from the vessel into San Francisco Bay or the National Marine Sanctuaries offshore of San Francisco Bay, including open waters within the Port Area of the City of Oakland. Any treatment of discharged ballast water shall be in compliance with subsection (a) above.
- (c) Exceptions or alternatives to subsection (b) above shall be allowed in compliance with federal requirements of the U.S. Environmental Protection Agency, U.S. Coast Guard, and the California State Lands Commission, or in compliance with any superseding law or regulation.
- (d) Upon request by the Port, each operator or owner of a vessel using Port terminal facilities during any calendar year shall provide to the Port a copy of the operator's or owner's then-prevailing plans, policy or policies applicable to ballast water/aquatic marine invasive species management of its vessels, as well as federal and state reporting forms including without limitation, the Ballast Water Treatment Technology Annual Reporting Form, the Ballast Water Treatment Supplemental Form, the Hull Husbandry Reporting Form, and Ballast Water Logs for each tank.

(\*)  
02215

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: June 24, 2021

EFFECTIVE: July 1, 2021



**SECTION II: GENERAL RULES AND REGULATIONS**

**ITEM  
NO.**

See Previous Page for revised Item 02215 Ballast Water

(D)  
02215

**SECURITY OF MARITIME FACILITIES**

**(a) Purposes**

The purposes of this Item No. 02220 are to provide for efficient, coordinated and effective action in order to reduce the risk and to mitigate the results of an act that threatens the security of personnel, the Port's facilities, private property and the public, to comply with requirements mandated by the Federal Maritime Transportation Security Act of 2002 ("MTSA") and the federal regulations implementing the MTSA ("MTSA Regulations") and to set forth the respective rights and obligations as between the Port and Port assignees, tenants, permittees, contractors and operators on Port facilities (collectively "Operators", each an "Operator") with respect to the MTSA and the MTSA Regulations.

02220

(Item 02220 continued on Next Page)

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: June 24, 2021

EFFECTIVE: July 1, 2021

## **Exhibit F**

Container Cranes, Section IX

SECTION IX: CONTAINER CRANE ASSIGNMENT AND RENTAL RATES

TRAVELING GANTRY CRANE RENTAL RATES

TERMINAL LOCATION: BERTHS 25 - 33

ITEM  
NO.

PORT CRANE NO.	X-434	X-435	XC-40	( ^ ) 09150
TYPE	ZPMC	ZPMC	ZPMC	
Rental Basis Per Lift:	Loaded or Empty TEU	Loaded or Empty TEU	Loaded or Empty TEU	
Basic Rental:	\$ 15.16	\$ 15.16	\$ 16.32	
Additional: Maintenance & Repair: Power:	\$ 3.71 \$ .74	\$ 3.71 \$ .74	\$ 3.71 \$ .74	
Total Rental:	\$ 19.61	\$ 19.61	\$ 20.77	
Subject to Notes:	1, 2, 4, & 6	1, 2, 4, & 6	1, 4, 5, & 6	

NOTE 1: This is an electric powered traveling gantry-type container crane.

NOTE 2: Rated capacity under the spreader of this crane is not to exceed 55,883 kg.

NOTE 3: None

NOTE 4: Electrical power for these cranes will be provided and billed by the Port.

NOTE 5: Rated capacity under the spreader of this crane shall not exceed 66,043 kg.

NOTE 6: This crane is capable of twin lift.

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: June 24, 2021

EFFECTIVE: July 1, 2021

SECTION IX: CONTAINER CRANE ASSIGNMENT AND RENTAL RATES

TRAVELING GANTRY CRANE RENTAL RATES

TERMINAL LOCATION: BERTH 25 - 33

ITEM  
 NO.

PORT CRANE NO.	X-430	X-431	X-433		(^) 09152
TYPE	MITSUI PACECO	MITSUI PACECO	MITSUI PACECO		
Rental Basis Per Lift:	Loaded or Empty TEU	Loaded or Empty TEU	Loaded or Empty TEU		
Basic Rental	\$ 13.52	\$ 13.52	\$ 13.52		
Additional: Maintenance & Repair: Power:	\$ 3.66 \$ .74	\$ 3.66 \$ .74	\$ 3.66 \$ .74		
Total Rental	\$ 17.92	\$ 17.92	\$ 17.92		
Subject to Notes:	1, 2 & 5	1, 2 & 5	1, 2 & 5		

NOTE 1: This is an electric powered traveling gantry-type container crane.

NOTE 2: Rated capacity under the spreader of this crane is not to exceed 40,600 kg.

NOTE 3: None

NOTE 4: None

Note 5: This crane is owned by the Preferential Terminal Operator.

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: June 24, 2021

EFFECTIVE: July 1, 2021

SECTION IX: CONTAINER CRANE ASSIGNMENT AND RENTAL RATES

TRAVELING GANTRY CRANE RENTAL RATES

TERMINAL LOCATION: BERTHS 25 - 33

ITEM  
NO.

PORT CRANE NO.	XC-41			(^) 09153
TYPE	ZPMC			
Rental Basis Per Lift:	Loaded or Empty TEU			
Basic Rental	\$ 16.32			
Additional: Maintenance & Repair: Power:	\$ 3.71 \$ .74			
Total Rental	\$ 20.77			
Subject to Notes:	1, 2, 3 & 4			

NOTE 1: This is an electric powered traveling gantry-type container crane.

NOTE 2: Rated capacity under the spreader of this crane is not to exceed 66,043 kg.

NOTE 3: This crane is capable of twin lift.

NOTE 4: Electrical power for this crane will be provided and billed by the Port.

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: June 24, 2021

EFFECTIVE: July 1, 2021

SECTION IX: CONTAINER CRANE ASSIGNMENT AND RENTAL RATES

TRAVELING GANTRY CRANE RENTAL RATES

TERMINAL LOCATION: Berth 35 - 38

ITEM  
NO.

PORT CRANE NO.	XC-50	XC-51	XC-52	X-437	(+) 09155
TYPE	ZPMC	ZPMC	ZPMC	ZPMC	
Rental Basis Per Lift:	Loaded or Empty TEU	Loaded or Empty TEU	Loaded or Empty TEU	Loaded or Empty TEU	
Basic Rental:	\$ 16.32	16.32	\$ 16.32	\$ 13.46	
Additional: Maintenance & Repair Power:	\$ 3.71 \$ .74	\$ 3.71 \$ .74	\$ 3.71 \$ .74	\$ .74	
Total Rental:	\$ 20.77	\$ 20.77	\$ 20.77	\$ 14.20	
Subject to Notes:	1, 2, 3 & 4	1, 2, 3 & 4	1, 2, 3 & 4	1, 2, 3 & 5	

NOTE 1: This is an electric powered traveling gantry-type container crane.

NOTE 2: Rated capacity under the spreader of this crane is not to exceed 50,800 kg.

NOTE 3: This crane is capable of twin lift.

NOTE 4: This crane is owned by the Preferential Terminal Operator.

NOTE 5: This crane is scheduled to be removed from service in 2021.

NOTE 6: **New crane XC-53** is scheduled to enter service in 2021. Crane rental rates shall be 20% higher than the rates stated for Crane XC-52 (for example, Basic Rental rate shall be \$19.58 per TEU). Rated capacity under the spreader of this crane is not to exceed 60,963 kg. This crane is owned by the Preferential Terminal Operator.

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: June 24, 2021

EFFECTIVE: July 1, 2021

SECTION IX: CONTAINER CRANE ASSIGNMENT AND RENTAL RATES

TRAVELING GANTRY CRANE RENTAL RATES

TERMINAL LOCATION: BERTHS 55 - 59

ITEM  
 NO.

PORT CRANE NO.	XC-10	XC-11	XC-12	XC-13	(+) 09163
TYPE	ZPMC	ZPMC	ZPMC	ZPMC	
Rental Basis Per Lift:	Loaded or Empty TEU	Loaded or Empty TEU	Loaded or Empty TEU	Loaded or Empty TEU	
Basic Rental:	\$ 16.32	\$ 16.32	\$ 16.32	\$ 16.32	
Additional: Maintenance & Repair:	\$ 3.71	\$ 3.71	\$ 3.71	\$ 3.71	
Power:	\$ .74	\$ .74	\$ .74	\$ .74	
Total Rental:	\$ 20.77	\$ 20.77	\$ 20.77	\$ 20.77	
Subject to Notes:	1, 2, 3, 4 & 5	1, 2, 3, 4 & 5	1, 2, 3, 4 & 5	1, 2, 3 & 4	

- NOTE 1: This is an electric powered traveling gantry-type container crane.
- NOTE 2: Rated capacity under the spreader of this crane is not to exceed 66,044 kg.
- NOTE 3: This crane is capable of twin lift.
- NOTE 4: Electrical power for these cranes will be provided by and billed by the Port.
- NOTE 5: This crane is scheduled to be removed from service in 2021.
- NOTE 6: **New cranes XC-20, XC-21, and XC-22** are scheduled to enter service in 2021. Crane rental rates shall be 20% higher than rates stated for Crane XC-13 (for example, Basic Rental rate shall be \$19.58 per TEU). Rated capacity under the spreader of this crane is not to exceed 66,043 kg. This crane is owned by the Preferential Terminal Operator.

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: June 24, 2021

EFFECTIVE: July 1, 2021