

CONSULTANT AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____ 2015, by and between CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and **AECOM TECHNICAL SERVICES, INC.**, a California corporation, whose address is **1333 Broadway, Oakland, CA 94612**, (hereinafter referred to as "Consultant"), is made with reference to the following:

RECITALS:

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.

B. Various City projects require geotechnical professional services. On March 27, 2015 the City issued a Request for Proposal and reached out to the Consultant's on the City's bidders list, the builder's exchanges and posted the Request for Proposal on the City's website. After a bidding period of 25 days 10 firms submitted proposals. After thorough review of all proposals the City selected the firm that best meets the City's needs.

C. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement.

D. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

E. City and Consultant desire to enter into an agreement for on-call services for Geotechnical Investigative Services and Quality Assurance Program Services upon the terms and conditions herein.

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

1. TERM:

The term of this Agreement shall commence on the 1st day of July 2015, and shall terminate on the 30th day of June 2016, unless terminated earlier as set forth herein.

This agreement may be mutually amended on a year-by-year basis, for up to four (4) additional years, based on satisfactory performance of all aspects of this contract. The Public Works Director may submit written notice that the contract is to be extended at the same terms and costs (plus an annual increase to the Consumer Price Index for the San Francisco Bay Area appropriate to the trades associated with the work as

reported in the *Engineering News Record* (ENR), for the previous calendar year) as the existing contract, except as provided herein.

2. SERVICES TO BE PERFORMED:

Consultant shall perform each requested service set forth in the list of services detailed in Exhibit "A", as directed by the City, which is attached hereto and incorporated herein by this reference. The consultant acknowledges that the work plan included in Exhibit "A" is tentative and does not commit the City to request Consultant to perform all tasks included therein.

3. COMPENSATION TO CONSULTANT:

Consultant shall be compensated for services performed pursuant to this Agreement in the amount set forth in Exhibit "B" which is attached hereto and incorporated herein by this reference. Payment shall be made by checks drawn on the treasury of the City, to be taken from various funds, as budgeted for the particular project or task.

Payment will be made by the City in the following manner: On the first day of each month, Consultant shall submit a written estimate of the total amount of work done the previous month. Payment will be for time and direct costs and are not to exceed budget. Pricing and accounting of charges are to be according to the fee schedule in Exhibit "B" unless mutually agreed upon in writing. Extra work must be approved in writing by City prior to performance and shall be paid on a Time and Material basis using Exhibit "B" schedule.

Total compensation for identified work scope is not to exceed \$75,000.

4. TIME IS OF THE ESSENCE:

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

5. STANDARD OF CARE:

Consultant agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City nor have any contractual relationship with City.

6. INDEPENDENT PARTIES:

Consultant hereby declares that it is engaged as an independent business and it agrees to perform its services as an independent contractor. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Consultant's services. None of the benefits provided by City to its employees, including but not limited to, unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Consultant, its employees or agents. Deductions

shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Consultant assumes any and all responsibility for verifying the identity and employment authorization of all of his/her employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Consultant shall indemnify, defend, and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Consultant.

8. NON-DISCRIMINATION:

Consistent with City's policy that harassment and discrimination are unacceptable employer/employee conduct, Consultant agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Consultant or Consultant's employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Consultant agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

Indemnification:

Consultant shall indemnify, defend, and hold harmless City, its City Council, boards, commissions, officials, employees, and volunteers ("Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("Claims"), arising from or in any manner connected to Consultant's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Consultant, Consultant shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Consultant. However, Consultant shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

Indemnification For Claims for Professional Liability:

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

10. INSURANCE:

On or before the commencement of the term of this Agreement, Consultant shall furnish City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 10A, B, C, D and E. Such certificates, which do not limit Consultant's

indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda by certified mail, Attention: Risk Manager." It is agreed that Consultant shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

A. COVERAGE:

Consultant shall maintain the following insurance coverage:

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

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

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

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

(3) Automotive:

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

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

(4) Professional Liability:

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Consultant in the amount of at least \$2,000,000.

B. SUBROGATION WAIVER:

Consultant agrees that in the event of loss due to any of the perils for which he/she has agreed to provide comprehensive general and automotive liability insurance, Consultant shall look solely to his/her insurance for recovery. Consultant hereby grants to City, on behalf of any insurer providing comprehensive general and

automotive liability insurance to either Consultant or City with respect to the services of Consultant herein, a waiver of any right to subrogation which any such insurer of said Consultant may acquire against City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If Consultant at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. ADDITIONAL INSURED:

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except any professional liability insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by City are not represented as being sufficient to protect Consultant. Consultant is advised to confer with Consultant's insurance broker to determine adequate coverage for Consultant.

11. CONFLICT OF INTEREST:

Consultant warrants that it is not a conflict of interest for Consultant to perform the services required by this Agreement. Consultant may be required to fill out a conflict of interest form if the services provided under this Agreement require Consultant to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST TRANSFERS:

Consultant shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of City. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from City under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to City by Consultant.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Consultant is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

13. SUBCONTRACTOR APPROVAL:

Unless prior written consent from City is obtained, only those people and subcontractors whose names and resumes are attached to this Agreement shall be used in the performance of this Agreement.

In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance in reasonable conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

14. PERMITS AND LICENSES:

Consultant, at his/her sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses including, but not limited to, a City Business License, that may be required in connection with the performance of services hereunder.

15. REPORTS:

A. Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report", reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement, shall be the exclusive property of City. Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to City the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of City, and all publication rights are reserved to City.

B. All Reports prepared by Consultant may be used by City in execution or implementation of:

- (1) The original Project for which Consultant was hired;
- (2) Completion of the original Project by others;
- (3) Subsequent additions to the original project; and/or
- (4) Other City projects as appropriate.

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

D. All Reports required to be provided by this Agreement shall be printed on recycled paper. All Reports shall be copied on both sides of the paper except for one original, which shall be single sided.

E. No Report, information or other data given to or prepared or assembled by Consultant pursuant to this Agreement shall be made available to any individual or organization by Consultant without prior approval by City.

16. **RECORDS:**

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

Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to such books and records to the representatives of City or its designees at all proper times, and gives City the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

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

17. **NOTICES:**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

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

City of Alameda
Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501
Attention: Laurie Kozisek, Acting Senior Engineer
Ph: (510) 747-7930 / Fax: (510) 769-6030

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

AECOM Technical Services, Inc.
1333 Broadway
Oakland, CA 94612
Attention: Sam Gambino, PE, GE
Ph: (510) 893-3600 / Fax: (510) 874-3268

18. **TERMINATION:**

In the event Consultant fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) business days after receipt by Consultant from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, City may terminate the Agreement forthwith by giving to the Consultant written notice thereof.

City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Consultant as provided herein. Upon termination of this Agreement, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination.

19. **PURCHASES OF MINED MATERIALS REQUIREMENT:**

Consultant shall ensure that all purchases of mined materials such as construction aggregate, sand and gravel, crushed stone, road base, fill materials, and any other mineral materials must originate from a surface mining operation identified on the AB3098 List per the Surface Mining and Reclamation Act of 1975 (SMARA).

Within five days of award of contract, Consultant shall submit a report to City which lists the intended suppliers for the above materials and demonstrates that the suppliers are in compliance with the SMARA requirements. The AB3098 List is maintained by the Department of Conservation's Office of Mine Reclamation (OMR) and can be viewed at: www.conservation.ca.gov/OMR/ab_3098_list/index.htm. Note that the list changes periodically and should be reviewed accordingly.

20. **COMPLIANCES:**

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

21. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.)

Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

22. ADVERTISEMENT:

Consultant shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from City to do otherwise.

23. WAIVER:

A waiver by City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

24. INTEGRATED CONTRACT:

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Consultant.

25. INSERTED PROVISIONS:

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

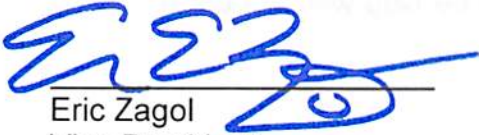
26. CAPTIONS:

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

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

AECOM
A California Corporation

CITY OF ALAMEDA
A Municipal Corporation



Eric Zagol
Vice President

Elizabeth D. Warmerdam
Interim City Manager



Jamie Peterson
Secretary

RECOMMENDED FOR APPROVAL:



Liam Garland
Acting Public Works Director

APPROVED AS TO FORM:



Andrico Penick
Assistant City Attorney

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES or CONTRACTORS FORM B

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

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

SAMPLE

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

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

REF:

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

PRIMARY INSURANCE:

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

SEVERABILITY OF INTEREST:

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

WAIVER OF SUBROGATION:

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

NOTICE OF CANCELLATION:

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

POLICY NUMBER:

COMMERCIAL AUTO

CG 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

SAMPLE

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

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

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

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

SCHEDULE

Name of Person or Organization:

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

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

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

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EXHIBIT A

SCOPE OF SERVICES

GEOTECHNICAL INVESTIGATIVE SERVICES AND QUALITY ASSURANCE PROGRAM SERVICES

The City desires to obtain the services of one or more outside organizations to assist with Geotechnical Investigative Services and Quality Assurance Program Services for maintenance and capital improvement projects.

The scope of work includes, but is not limited to, the following:

1. Provide staff and services on an on-call, as-needed basis.
2. Provide hazardous materials assessments, including Phase II soil and groundwater investigations
3. Provide design investigation services, including borings and material testing.
4. Provide soil and water sampling and testing in shallow lagoons (skiff and crewman can be provided by City)
5. Provide structural analysis calculations for foundations, pipe bedding and retaining walls.
6. Review construction material submittals and test results, respond to RFIs, draft change orders.
7. Provide construction testing services for hot mix asphalt (HMA), Portland cement concrete (PCC), and aggregate base inspection in accordance with the City's Quality Assurance Program Manual (available on request).
8. Provide construction inspection services for placement of fill, HMA, PCC, and pipe; trenching; and dewatering.
9. Prepare reports that summarize observations, present recommendations, estimate costs of implementation, and make conclusions.

Typical projects may include:

1. Street resurfacing and reconstruction.
2. Sewer and storm drain in-ground and above-ground pump stations.
3. Sewer and storm drain pipe replacement.
4. Shoreline upgrades and repairs, including rip rap, PCC seawalls, bridge abutments, and docks.
5. Building foundations.
6. Lagoon dredging.
7. Park improvements, including play fields and courts, pathways, buildings, and field lighting.

**CITY OF ALAMEDA GEOTECHNICAL INVESTIGATIVE
SERVICES AND QUALITY ASSURANCE PROGRAM SERVICES
2015 SCHEDULE OF FEES AND CHARGES**

The following describes the basis for compensation for services performed during the fiscal year 2015. This Schedule of Fees and Charges will be adjusted annually on July 1 of each subsequent year to reflect merit and economic salary increases, and changes in the expected level and mode of operations for the new year. The new Schedule of Fees and Charges will apply to existing and new assignments.

PERSONNEL CHARGES

The charge for all time required in the performance of the Scope of Services, including office, field and travel time, will be at the Unit Price Hourly Rates set forth below for the labor classifications indicated.

<u>Labor Classification</u>	<u>Hourly Rate</u>
Clerk*	85
Word Processor/Project Assistant/Editor*	95
CADD Technician/Illustrator*	110
Project Administrator/Controller	110
Technician*	95
Sr. CADD Technician/Sr. Illustrator/Designer*	105
Sr. Technician*	105
Sr. Designer/Lab, Field, or CADD Supervisor	105
Staff Professional, Staff Engineer, Staff Scientist	105
Professional, Engineer, Scientist	110
Project Professional, Engineer, Scientist	125
Sr. Project Professional, Engineer, Scientist	150
Project Manager	175
Sr. Project Manager	205
Principal Professional/Project Director	235

Charges for contract personnel under AECOM supervision and using AECOM facilities will be made according to the hourly rate corresponding to their classification. When staff are performing field work on projects, a minimum daily charge of 4 hours will apply.

When AECOM staff appear as expert witnesses at court trials, arbitration hearings, and depositions, their time will be charged at \$303.00 per hour.

Overtime (hours worked in excess of eight (8) hours per day) by exempt personnel will be charged at the above straight time hourly rate. Overtime by non-exempt personnel (classifications identified with an asterisk "*") will be charged at 1.3 times the above hourly rates.

Special project accounting reporting and financial services, including submission of invoice supporting documentation, will be charged at the rate of a clerk.

LABORATORY SERVICES

The charges for laboratory testing performed at Signet Testing Labs, Inc. facilities are set forth in the attached Signet Testing Labs, Inc. Schedule of Fees and Services.

This fee schedule contains confidential business information and is not to be copied or distributed for any purpose other than the use intended in this contract or proposal.

2014-2015 SCHEDULE OF FEES AND SERVICES

PROFESSIONAL SERVICES

1000	Expert Witness	\$370.00/hour
1005	Principal Engineer	185.00/hour
1010	Geotechnical Engineer	175.00/hour
1015	Project Engineer	165.00/hour
1020	Staff Engineer	155.00/hour
1025	Project Manager	150.00/hour
1030	Quality Control Manager	125.00/hour
1032	Construction Inspector/Resident Inspector	125.00/hour
1035	Laboratory Technician	105.00/hour
1040	Technical Assistant, Draftsman	85.00/hour
1045	Administrative Services	65.00/hour
9910	Subcontracted Labor	Cost + 20%

INSPECTION AND TESTING SERVICES

Soils / Asphalt Concrete:

2001	Soil Compaction Testing & Observation	\$95.00/hour
2104	Soils Observation & Sampling w/o compaction	95.00/hour
2102	AC Compaction Testing & Observation	95.00/hour
2111	AC Placement Obs. & Sampling w/o compaction	95.00/hour
2105	AC Batch Plant Inspection / Sampling	95.00/hour
2110	Material Sampling / Transportation	95.00/hour
2205	Pile / Pier Installation Observation	115.00/hour

Portland Cement Concrete / Shotcrete / Gunite:

3103	Concrete Placement Inspection	\$95.00/hour
3104	Concrete Sampling Only	95.00/hour
3105	PCC Batch Plant Inspection	95.00/hour
3110	NS Grout Inspection / Sampling	95.00/hour
3123	Prestressed Concrete Pile Plant Inspection	95.00/hour
3503	Shotcrete / Gunite Placement Inspection	95.00/hour
3501	DSA Shotcrete / Gunite Placement Inspection	115.00/hour

Reinforcing Steel / PT Strand:

3102	Rebar Placement Inspection	\$95.00/hour
3609	Rebar / PT Strand ID Sampling / Tagging	95.00/hour
3208	PT Strand Stressing Inspection	95.00/hour

Masonry:

3701	DSA Continuous Masonry Inspection	\$115.00/hour
3703	Continuous Masonry Inspection	95.00/hour
3706	Masonry Brick / Veneer Inspection	95.00/hour
3710	Periodic Masonry Inspection	95.00/hour
3715	Masonry Sampling / Tagging	95.00/hour

FIELD TESTING EQUIPMENT RATES

1610	Anchor Pull / Torque Wrench	\$15.00/hour
1611	Nuclear Gauge or Sand Cone	15.00/hour
1612	Skidmore Wilhelm H. S. Bolt Calibrator	20.00/hour
1613	UT / MT / PT Gauge	15.00/hour
1614	Floor Flatness	40.00/hour
1615	Paint Coating Gauge / Moisture Meter	15.00/hour

Structural Steel:

5101	Field Welding Inspection	\$95.00/hour
5103	High Strength Bolting Inspection	95.00/hour
5104	Field UT Testing	95.00/hour
5105	Field MT Testing	95.00/hour
5106	Field PT Testing	95.00/hour
5201	Shop Welding Inspection	95.00/hour
5202	Shop MT Testing	95.00/hour
5203	Shop PT Testing	95.00/hour
5204	Shop UT Testing	95.00/hour
5205	Shop Material ID	95.00/hour

Spray-Applied Fire Resistive Materials (SFRM) Fireproofing:

6002	SFRM Application of SFRM	\$95.00/hour
6002	SFRM Field Measure Thickness	95.00/hour
6002	SFRM Sampling	95.00/hour
6003	SFRM Bond Strength testing	95.00/hour

Roof / Wood / Waterproofing Division:

7003	Built-up Roofing Placement Inspection	\$115.00/hour
7004	Diaphragm Nailing Inspection	95.00/hour
7005	Shear Wall Nailing Inspection	95.00/hour
7060	Waterproofing Inspection	95.00/hour
7070	Framing Inspection	95.00/hour

Specialty Testing Division:

9001	Proof Load / Torque Testing	\$95.00/hour
9006	Witness Dowel / Anchor Installation	95.00/hour
9008	Pachometer / Profometer Survey	125.00/hour
9007	Schmidt Hammer Testing	125.00/hour
9011	Ground Penetrating Radar Survey (GPR)	175.00/hour
8161	Floor Flatness Survey (Dipstick)	145.00/hour
8220	Moisture Emission Testing Placement / Pick-Up ..	125.00/hour
7062	Moisture Content Testing	125.00/hour
9703	Coatings Inspection	125.00/hour
3108	Coring Technician, One Man	160.00/hour

Sample Pick-Up and Transport:

0209	Transport Sample	\$75.00/hour
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Transportation of samples when scheduled outside of normal business hours will incur premium rates and minimums.

Note: Above rates shall be defined as "Basic Rates"; these rates do not include any applicable premium rates as presented in the Basis of Charges.

1617	Ground Penetrating Radar	\$50.00/hour
1618	Pachometer / Profometer / Schmidt Hammer	20.00/hour
1619	Coring Equipment (Drill, bits, generator, etc.)	55.00/hour
1620	Core Barrel Usage (per inch drilled)	7.00/inch
1621	Fireproofing Cohesion / Vapor Emission / RH	75.00/each

BASIS OF CHARGES

Signet Testing Laboratories is signatory to a labor agreement with Operating Engineers Local Union No. 3 (OE3) and our inspection and testing personnel are members of OE3. With consideration of Prevailing Wage requirements, as determined by the California Department of Industrial Relations, and the labor agreement with OE3, we have minimum charges for field services and premium time rates that correspond to labor costs as set within the prevailing wage determination, OE3 labor agreement requirements, and our overall cost structure. These are:

Hourly Minimums & Increments:

Hours

Show-Up Cancellation Time*	2
Sample Pick-Up & Transport	2
Work Performed 0-4 hours	4
Work Performed 4-8 hours	8
Work + 8 hours	2
When required to work thru lunch	0.5 Hr @ 2X Basic Rate

- * Show-up time for scheduled work with no work performed and notice of cancellation of less than 4 hours (notice must be provided by telephone to our dispatcher during normal business hours of 8 AM to 5 PM).

Premium Charges Added to Hourly Rates*:

Shift Differential**	\$10.00/hour Additional
Over 8 hours on Weekdays	1.5 x Basic Rate
First 8 hours on Saturday	1.5 x Basic Rate
Over 12 hours on Weekdays	2 x Basic Rate
Over 8 hours on Saturday	2 x Basic Rate
Sunday and Holidays	2 x Basic Rate

- * Shall also apply to Professional Services Staff

- ** For shifts beginning after 2:00 pm or before 4:00 am where more than 5 consecutive days of service is scheduled for the shift inspector. Less than 5 days of consecutive shift work may result in additional charges including OT and DT due to rescheduling staff around normal workday schedules.

Travel Time:

Services, including mileage and travel time, are charged portal to portal from point of dispatch. Travel time will be invoiced in accordance with the associated service rate and when applicable include any premium charges associated with performing the work. Where specialty equipment is required, such as a nuclear density gauge which must be stored at our State licensed facility, or proof-load test equipment, the inspector's or technician's reporting location is the laboratory.

The Fee Schedule rates are valid through June 30, 2015 and are subject to a minimum increase of 3.0% on July 1, 2015. For services after June 30, 2015 fees for any on-going projects will be subject to negotiation based on OE3 labor and benefits increases and cost of living adjustments.

Final Reports (Special Inspection Projects Only):

0215 Engineer's Final Report Letter	\$350.00 Each
0216 DSA/OSHPD Verified Report	500.00 Each

Reimbursable Expenses:

0217 Trip Charge (25/mile radius of Signet office)	\$50.00/Trip
0218 Trip Charge (25-50/mile radius of Signet office)	65.00/Trip
0208 Mileage (beyond 50-mile radius of Signet office)	0.75/Mile
1201 Travel Time	Service Rate
0206 4-Wheel Drive Vehicle (when required)	50.00/Day
0206 Specialty Vehicle Charge (when required)	Cost + 20%
0221 Project Laptop Computer (when required)	20.00/Day
0205 Per Diem (or Cost + 10% whichever is greater)	140.00/Day
0207 Equipment Rental / Miscellaneous Expenses	Cost + 20%
0105 Outside / Subcontracted Services	Cost + 20%
0204 Parking / Tolls	Cost + 20%

Expedited Services (Rush Charge):

Where laboratory tests are to be performed on an immediate need basis (tests to be initiated out of order received and regardless of status of other previously received samples) the expediting fee is 100% of the associated unit rate. Same day request for engineering, technical or field inspection service and accelerated final report processing shall be billed an expediting fee of 50% of the associated unit rate.

Administrative and Project Management Charges:

1. A minimum of one-half hour per week for Project Manager time is charged for review of daily field reports and preparation of a single summary report.
2. Project Manager and Engineer time for review of contractor submittals are billed a one-hour minimum/increment.
3. Special Handling Fee will be added to all invoices for Client required customization to standard processes such as accounting, certified payroll, pay applications, additional report copies, etc. 3%
4. Project Administration Fee will be added to all invoices to cover project administration costs related to office project coordination, dispatch, report processing, typing, postage, and on-line ShareFile access to all reports. 10%

Invoices will be submitted on a bi-weekly basis and are due upon receipt. Unpaid invoices aging beyond 30 days of the invoice date are subject to late charges equal to 1.5 % per month until paid. All services are billed on a time and material basis in accordance with this schedule of fees and/or, if provided, a project specific fee proposal. It is the client's responsibility to notify Signet in writing prior to the start of work affected by Prevailing Wage requirements that may be imposed on the project. Failure to properly notify Signet will result in customer being responsible for all fees, penalties, or other costs associated with meeting these requirements. In addition, all affected rates will be increased 15 percent to account for additional costs to comply with prevailing wage requirements not identified in advance of submitting this schedule of fees and/or our project specific fee proposal.

LABORATORY TESTING**SOILS AND AGGREGATES****Aggregate Property Tests:**

Acid Solubility	
4260	\$200.00 each
Aggregate Angularity AASHTO T304	
4245 Fine Aggregate	255.00 each
Clay lumps and Friable Particles ASTM C142	
4211	155.00 each
Cleanliness Value CTM 227	
4213 1" x #4 (or finer)	190.00 each
4214 1-1/2" x 3/4"	395.00 each
4290 2-1/2" x 1-1/2"	650.00 each
4291 Pit Run	260.00 each
Crushed Particles (percent) CTM 205	
4225	165.00 each
Durability Index CTM 229	
4230 Coarse Fraction	250.00 each
4231 Fine Fraction	250.00 each
Flat and Elongated Particles ASTM D4791	
4224	175.00 each
Los Angeles (LA) Abrasion and Impact ASTM C131/CTM 211	
4219 500 revolutions	235.00 each
4220 100 & 500 revolutions	300.00 each
Los Angeles (LA) Abrasion and Impact ASTM C535	
4221 (for large size coarse aggregate) 1000 revolutions	395.00 each
Mohs Hardness	
4261	265.00 each
Organic Impurities in Fine Aggregates ASTM C40 / CTM 213	
4209	120.00 each
Relative Mortar Strength Of Portland Cement Concrete Sand CTM 515	
4270	575.00 each
Sand Equivalent ASTM D2419/CTM 217	
4212	185.00 each
Soundness of Aggregates ASTM C88/CTM 214	
4207 by use of sodium or magnesium sulfate, fine or coarse, 5 cycles (billed per fraction, minimum charge \$250.00)	165.00 each
Specific Gravity & Absorption	
4215 Fine Aggregate ASTM C128/CTM 207	175.00 each
4216 Coarse Aggregate ASTM C127/CTM 206	175.00 each
Unit Weight (Bulk Density) and Voids in Aggregate ASTM C29/CTM 212	
4210 Unit weight (average of 3 tests)	175.00 each

Voids in Mineral Aggregate CTM LP-2

4246 Calculated	125.00 each
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Compaction Characteristics - Moisture / Density Relationships:

Standard Proctor ASTM D698 / AASHTO T99

2237 4" mold	\$275.00 each
2238 6" mold	305.00 each
2242 Checkpoint for identification of material	145.00 each

Modified Proctor ASTM D1557 / AASHTO T180

2239 4" mold	325.00 each
2240 6" mold	355.00 each
2242 Checkpoint for identification of material	155.00 each

Rock Correction of Moisture/Density Curve ASTM D4718

4208	165.00 each
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California Impact CTM 216

2243	345.00 each
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Classification and Index Tests:

Atterberg Limits (Plasticity Index) ASTM D4318

2225 Dry Prep Method B	\$270.00 each
2226 Wet Prep Method A	245.00 each

Classification of Soils (Unified Soil Classification System ASTM D2487

2234 Visual Classification	65.00 each
2269 Stiffness by Torvane/Pocket Penetrometer	65.00 each

Moisture Content ASTM D2216

2221 Individual test	40.00 each
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Moisture and Density ASTM D7263b

2222 Sample Diameter to 3"	110.00 each
2223 Sample to 6" Diameter	135.00 each

Organic Content of Peat and Other Organic Soil ASTM D2974

2233	135.00 each
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Particle Size Analysis ASTM C136/CTM 202

4203 Coarse aggregate (#4 to 1-1/2" maximum)	195.00 each
4204 Coarse aggregate (#4 to 3")	265.00 each
4205 Total sieve coarse and fine (to 1-1/2" maximum)	345.00 each
4206 Fine aggregate (#4 to #200 w/wash)	155.00 each
4226 Sieve analysis pit run with #200 wash	310.00 each
4202 #200 Wash on Aggregate ASTM C117	145.00 each
2227 #200 Wash on Soil ASTM D1140	145.00 each

Particle Size Analysis ASTM D422

2228 Sieve (from 1/2" to #200)	165.00 each
2229 Sieve (from 1-1/2" to #200)	295.00 each
2230 Sieve (from 3" to #200)	175.00 each
2231 Hydrometer test w/ sieve D422/ CTM 203	365.00 each

pH of Soil CTM 643/AASHTO T-228
4402 115.00 each

Pinhole Test (Classification of Dispersive Clay) ASTM D4647
2235 475.00 each

Porosity (Total)
4280 Includes ASTM D7263 & ASTM D854 185.00 each

Specific Gravity Of Soils
4228 by hydrometer ASTM D854/CTM 203 175.00 each
2232 (-#4) by pycnometer ASTM D854/CTM 209 145.00 each

GEOTECHNICAL LABORATORY

Consolidation Properties:

2256 Consolidation (1 cycle, 1 time rate) ASTM D2435 \$360.00 each
2257 For each additional Time-Rate curve 100.00 each
2258 Unload-Reload loop (per point) 40.00 each
2259 Trim to test from 3" sample 52.00 each

Expansion & Collapse Tests:

2261 Expansion Index UBC / ASTM D4829 \$390.00 each
One-Dimensional Swell or Collapse ASTM D4546
2210 Method A (4-point curve) 900.00 each
2211 Method B 340.00 each
2212 Method C 360.00 each
2263 Collapse potential ASTM D5333 200.00 each
2264 Shrink-Swell ASTM D3877 175.00 each
2265 Expansion pressure free swell ASTM D3877 155.00 each

Hydraulic Conductivity:

Flexible Wall ASTM D5084 (2 - 3")
2250 Sandy soil \$345.00 each
2251 Clayey soil 385.00 each

Soil Strength Tests:

California Bearing Ratio ASTM D1883
4240 3 points without compaction curve \$725.00 each

Resistance "R" Value ASTM D2844/CTM 301

4232 Untreated material 325.00 each
4234 Cement, lime, or other additives field sample 355.00 each
4233 Cement, lime, or other additives laboratory mixed 375.00 each

Direct Shear Tests, per point (2.5" diameter)

2278 Unconsolidated-Undrained UU 125.00 each
2279 Consolidated-Undrained CU 165.00 each
2280 Consolidated-Drained CD (sandy soil) ASTM D3080 195.00 each
2281 Consolidated-Drained CD (clayey soil) 225.00 each

Triaxial Tests, Per Point (2.5" Diameter)

2270 Unconsolidated-Undrained TX-UU ASTM D2850 155.00 each
2271 TX-UU over 70 psi ASTM D2850 185.00 each
2274 Consolidated-Undrained TX-CU ASTM D4767 245.00 each
2272 TX-CU with pore pressure TX-CU-PP ASTM D4767 465.00 each
2277 Staged 3-point TX-CU-PP with pore pressure 1,250.00 each

2273 Consolidated-Drained TX- CD (sandy soil) USACE 700.00 each
2275 For multi-stage, each additional stress level 300.00 each
2276 Back pressure saturation 100.00 each

Unconfined Compressive Strength

2267 Cohesive soil ASTM D2166 95.00 each
4241 Soil-Cement cyl. (mixed in the lab) ASTM D1633 195.00 each
4242 Soil-Cement cyl. (field mixed) ASTM D1633 150.00 each
4243 CTB (mixed in the lab) ASTM D1633 195.00 each
4244 CTB (field mixed) ASTM D1633 150.00 each

Cement Treated Base (CTB) Mix Design:

2291 Moisture-Density Relations of Soil-Cement Mixture
(each cement content) ASTM D558 \$325.00 each
2292 Particle Size Analysis ASTM C136 345.00 each
2293 Soundness of Aggregates by use of sodium or
magnesium sulfate, fine or coarse, 5 cycles (billed
per fraction, minimum charge \$250.00) ASTM C88 145.00 each
2294 LA Abrasion ASTM C131 100 & 500 revolutions 300.00 each
2295 Wetting & Drying Soil-Cement Mixtures ASTM D559 850.00 each
2296 Freeze & Thaw Soil-Cement Mixtures ASTM D560 1,250.00 each
4243 CTB Comp. Strength (each cement %) ASTM D1633 195.00 each
4250 Cement Treated Base Mix Design Report 450.00 each

Lime Treated Soil Mix Design:

2286 Soil-Lime Proportion ASTM D6276 \$250.00 each
4247 Lime Treated Soil at 1 moisture Content CTM 373 700.00 each

Additional Costs:

2282 Preparation for 3" diameter specimen \$75.00 each
2283 Remold test specimen 85.00 each
2284 For multi-stage, each additional stress level 75.00 each
2285 For each re-shear cycle 85.00 each
2244 Photos 35.00 each
9801 Foreign Soil Sterilization and Disposal 80.00 each
9802 Sample Storage QOR
9803 Shipping of samples, liners or containers Cost +20%
9804 Special handling of contaminated samples QOR

ASPHALTIC CONCRETE

CTM 304/366/305

4101 Stabilometer value of lab mixed sample \$565.00/point
4102 Stabilometer value of premixed sample 510.00 each
4103 Swell test of bituminous mixture 265.00 each

CTM 304/307

4113 Moisture vapor susceptibility including
stabilometer (2 specimens) 265.00 each

CTM 382/D6307

4129 Bitumen content of paving mixture by ignition oven
(subject to environmental disposal surcharge) 295.00 each
4104 Correction Factor 325.00 each

ASTM D5444/CTM 202

4105 Gradation of extracted sample including #200 wash 195.00 each

ASTM D1559

4106 Marshall test, premixed sample 3 specimen.....	\$300.00 each
4107 Marshall test, lab mixed 3 specimens.....	400.00 each
4109 Mix Design: Marshall Method - no aggregate.....	2,600.00 each
4112 Mix Design: Marshall Method - with aggregate.....	3,200.00 each
4110 Mix Design: Hveem method - no aggregate.....	2,400.00 each
4111 Mix Design: Hveem method - with aggregate.....	2,900.00 each
4138 Marshall RAP Mix Design w/ Agg. Tests, AI MS-2.....	4,000.00 each
4139 Caltrans RAP Mix Design w/ Agg. Tests, CTM 367.....	3,600.00 each

CTM 308/ASTM D2726

4114 Specific gravity of compacted sample.....	60.00 each
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CTM 308A/ASTM D1188

4115 Specific gravity of AC - paraffin coated.....	75.00 each
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CTM 304/375

4128 Test maximum density (TMD), set of 5 specimens.....	400.00 each
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ASTM D2041

4116 Rice Gravity.....	180.00 each
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ASTM D1075

4133 Index of retained strength, pre-mix.....	500.00 each
4134 Index of retained strength, lab mix.....	780.00 each
4125 Index Retained Stability - pre mix.....	500.00 each
4126 Index Retained Stability - lab mix.....	650.00 each

ASTM D4867/AASHTO

4127 Tensile strength ratio, pre-mix.....	1,000.00 each
4117 Tensile strength ratio, lab mix.....	1,500.00 each

CTM 303

4119 CKE Coarse.....	150.00 each
4120 CKE Fine.....	150.00 each
4132 Filmstripping, CTM 302.....	175.00 each
4121 ATPB mix (grade, remix @ 2/2.5/3%).....	365.00 each
4122 Open graded mix evaluation (grade, recombine, mix @ 3 oil %'s, filmstripping), CTM 368.....	440.00 each

CTM 370

4123 Moisture content of AC by microwave oven.....	75.00 each
4135 Calculate Voids Filled with Asphalt, CTM LP-3.....	30.00 each
4136 Calculate Dust Proportion, CTM LP-4.....	30.00 each
4137 Calculate Air Voids of HMA, CTM 367.....	20.00 each

CONCRETE / SHOTCRETE

ASTM C39/C567

3111 Compression tests, 6" x 12" and 4" x 8" molded cyls.	\$35.00 each
3112 Unit weight on concrete cylinder.....	65.00 each

ASTM C495

3117 Lightweight insulating concrete (3" diameter x 6" cylinder) Compression tests.....	50.00 each
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ASTM C469

9314 Static Young's modulus of elasticity in compression of 6" diameter x 12" cylindrical specimen.....	395.00 each
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3119 Splitting tensile test, 6" diameter x 12" cylinder.....	60.00 each
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ASTM C512

9315 Creep of Concrete in compression (by project quote)...	\$1,500.00/min
9316 Equilibrium Density ASTM C567.....	165.00 each

ASTM C42/C39

3118 Compression test concrete cores.....	55.00 each
3510 Shotcrete core compressive strength (includes lab coring).....	95.00 each

ASTM C78/C293

3135 Flexural strength of concrete, 6" x 6" x 24" specimen.....	110.00 each
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ASTM C157 (MODIFIED)

3115 Volume change of concrete, per set of 3 (drying shrinkage test), up to 28 days drying (excludes trial batch).....	465.00 each
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ASTM C109

3113 Compression Tests, 2" cube specimen.....	45.00 each
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ASTM C192

3136 Laboratory Trial Batch (by project quote).....	800.00/min
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MASONRY

ASTM C140

9401 Gross Area Compression.....	\$95.00 each
9405 Net Area Compression.....	110.00 each
9402 Absorption and moisture content (*).....	125.00 each
9403 Linear shrinkage (rapid method) (*).....	210.00 each

ASTM C426

9406 Linear shrinkage (ASTM C426) (*).....	225.00 each
9408 Unit Weight (*).....	95.00 each
9404 Dimensional measurement/Equivalent web thickness (*).....	65.00 each

UBC Standard

3711 2" x 4" mortar cylinder.....	45.00 each
3713 Grout sample.....	45.00 each
3708 Composite prism.....	165.00 each

ASTM C1006

9407 Splitting tensile (*).....	80.00 each
3717 Compression Test of CMU Core (CBC Title 24).....	55.00 each
3718 Shear Test of CMU Core (both face) (CBC Title 24).....	95.00 each

ASTM C531

9317 Linear Shrinkage & Coefficient of Thermal Expansion.....	500.00 each
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BRICK

ASTM C67

9409 Compression test.....	\$60.00 each
9411 Absorption test, saturation coefficient.....	70.00 each
9306 Modulus of rupture.....	55.00 each

CLAY ROOFING TILE

9418	UBC Standard 32-12 Breaking Load.....	\$50.00 each
9419	Water Absorption by 24-hour Oven Drying (extra charge for cutting/preparation)	50.00 each

BUILT-UP ROOFING

7026	Basic weight analysis	\$200.00 each
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ASTM D2829

7025	Ply separation and complete roof analysis	525.00 each
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FIREPROOFING

6004	Density of sprayed-on fireproofing	\$135.00 each
6005	Moisture Content of Sprayed-on Fireproofing	65.00 each

STRUCTURAL STEEL AND CARBON STEEL

(Sample preparation and machining not included)

Tensile Testing - yield, ultimate, elongation

9510	To 1" material thickness, inclusive	\$135.00 each
9517	Over 1" up to 1-1/2" thickness	145.00 each
9539	Over 1-1/2" thickness	195.00 each
9519	End-Welded "Nelson" Studs	125.00 each

Cold Bend Testing:

9511	To 3/4" material thickness	85.00 each
9518	Over 3/4" up to 1-1/4" thickness	110.00 each

Flattening Tests on Pipe:

9508	To 10" diameter and 3/4" max. wall	95.00 each
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9543	Guided Side, Root or Face Bends and T-Break	65.00 each
9601	Standard Welder Qualification Test	365.00 each
9605	Macroetch Examination	125.00 each

REINFORCING STEEL
Tensile Testing Full Section (yield/ultimate/elongation):

9501	Bar Size through #8	\$125.00 each
9502	#9 through #11	165.00 each
9503	#14	190.00 each
9504	#18	245.00 each
9552	Coupled rebar through #11	195.00 each
9553	Coupled rebar through #14	220.00 each
9554	Coupled rebar through #18	275.00 each
9509	Cold Bend Testing on Bar Size #11 and smaller	85.00 each
9529	Cold Bend Testing on Bar Size #14	110.00 each

POST-TENSION / PRESTRESS 7-WIRE STRANDS
Seven-wire strands, ASTM A416, for 1/4" through 1/2" strands

9304	Breaking strength only	\$285.00 each
9305	Yield strength, breaking strength & elongation	345.00 each

MECHANICAL TESTING OF METALLIC PRODUCTS

(sample preparation and machining not included)

9544	Yield strength, tensile, elongation, R/A for 1/2" diameter or sub-size reduced-section specimen	\$110.00 each
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Hardness Testing (3 points/sample)

9513	Rockwell / Brinell	40.00 each
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Charpy Impact Testing (minimum of 3 specimens):

9520	Room Temperature	45.00 each
9521	To minus 100 degrees Fahrenheit	65.00 each
9522	To minus 150 degrees Fahrenheit	80.00 each

HIGH STRENGTH BOLTS, NUTS AND WASHERS

(Sample preparation and machining not included)

ASTM A325, A490 AND A449

Bolts: to 1-1/8" diameter inclusive

9526	Proof load	\$75.00 each
9514	Ultimate Tensile	50.00 each
9515	Hardness (Rockwell) (*) including sample preparation	85.00 each

Nuts: to 1-1/8" inclusive

9535	Proof load	75.00 each
9536	Hardness (Rockwell) (*) including sample preparation	85.00 each

Washers: all sizes

9536	Hardness (Rockwell) (*) including sample preparation	85.00 each
9516	Carburization Depth	60.00 each

ASTM F959

9537	Load Indicator Washers (LIW), proof load	65.00 each
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SPECIALTY TESTING
ASTM A90

9700	Weight of galvanized coating (subject to environmental disposal fee)	\$150.00 each
9701	Other materials-aluminum, brass, bronze, fiberglass, etc.	65.00 each
9903	Calibration of hydraulic ram system (single ram, one pressure gauge to 30 tons)	250.00 each
9904	Calibration of hydraulic ram system (single ram, one Pressure gauge to 100 tons)	350.00 each

GENERAL TERMS AND CONDITIONS

1. **Access.** Client is responsible for providing Signet access to the project or facility site as well as safe access to all inspection/testing locations (via suitable ladders, etc.).
2. **Scheduling and Cancellation.** All inspection services must be scheduled at least 24 hours in advance. For inspections within a 75-mile radius of the applicable Signet office or facility, there is no charge for cancellation if made at least 24 hours in advance.
3. **Coordinated Inspections.** If Signet or its agents will be performing in-shop inspections of fabrication or assembly, Signet may perform coordinated inspections and bill accordingly. Where continuous inspections are mandated, a continuous presence in the assembly/fabrication facility is required.
4. **Final Affidavit.** The final inspection report (affidavit) will be issued on the 10th working day following the request for the affidavit by the client's project representative. However, any outstanding issues of inspection, testing, and accounting (payments) must be resolved to Signet's satisfaction prior to release of the affidavit. Outstanding issues may include, but are not limited to, approved resolution of Non-Conformance Reports and Requests for Information, 28-day concrete test results, and payment in full for services.
5. **Anticipated Costs.** Client recognizes and agrees that any "anticipated costs", "budget estimates", or the like that may be prepared by Signet are NOT "guaranteed maximums", "lump sums", or "not-to-exceed" totals. Client will compensate Signet for all services performed.
6. **Terms of Payment.** (a) Invoice(s) shall be submitted bi-weekly, payments are due within thirty (30) days from date of invoice without retention. Overdue payments are subject to a late payment charge of 1.5% of the invoice amount plus interest at 1.5% per month until all overdue amounts, late charges and interest are fully paid. No dispute shall excuse Client from timely payment of all invoice amounts except amounts specifically disputed by Client in good faith. (b) Signet reserves the right to suspend the services without notice if all invoices are not paid when due, and to terminate the services if all invoices are not fully paid within five (5) days after written notice to Client of Signet's intent to so terminate. Upon any such termination of services, the entire amount accrued for all services performed shall immediately become due and payable. Client waives any and all claims against Signet, its subsidiaries, affiliates, servants and agents, for suspension or termination of services pursuant to this paragraph. (c) Should Signet refer a past due account to an attorney or collection agency or to file suit for collection, Client agrees to pay all actual expenses and costs incurred thereby, including actual attorney's fees and costs.
7. **Warranty.** Signet warrants that its services will be in accordance with that degree of care and skill ordinarily exercised under similar circumstances by members of its profession in the vicinity as of the date the services are performed. Customer's sole remedy for breach of this warranty shall be for Signet to re-perform its services of non-conforming items, provided Client provides written notice to Signet within one (1) year after performance of the non-conforming services. This warranty and remedy is exclusive and is in lieu of any other warranty or representation, express or implied.
8. **Working Conditions and Escalation.** Signet is subject and/or signatory to one or more agreements with the International Union of Operating Engineers, AFL-CIO covering inspection and testing personnel (the "Labor Agreement"). Working conditions and hours will be enforced in accordance with the applicable Labor Agreement. Compensation for Signet services is subject to adjustment on July 1st of each year to cover any increase in Signet's cost due to changes in wages, benefits, working conditions and other provisions of the Labor Agreement or a successor labor agreement, plus corresponding changes in our general administrative and overhead expense. Signet will notify Client of these adjustments which shall become the agreed upon basis for the continuation of services by Signet.
9. **Insurance.** Signet carries all insurance required by law. Additional cost of insurance certificates, co-insurance endorsements, or additional insurance will be reimbursed by Client.
10. **Limitation of Liability.** To the fullest extent permitted by law, in no event, whether due to or based on delay, contract, tort, negligence, strict liability, warranty, indemnity, error, omission or any other legal theory, shall Signet or its sub-consultants or their directors, officers, employees and agents be liable under or in connection with this Agreement or the performance or non-performance of the services (a) for any special, indirect, consequential, incidental or punitive damages, or for loss of use, loss of revenue or profit (actual or anticipated), increased cost of construction, claims of customers of Client, or any liquidated damages incurred by Client, or (b) in an aggregate amount in excess of the greater of \$10,000 or 25% of the total amount actually paid to Signet pursuant to this Agreement.
11. **Governing Law and Venue.** All contract issues and matters of law will be adjudicated in accordance with the laws of the State of California (excluding any provisions or principles thereof which would require the application of the laws of a different jurisdiction). Venue for any litigation shall be any state court or United States District Court situated in the State of California and having jurisdiction over the parties and subject matter.
12. **Force Majeure.** Any delay or failure of Signet in the performance of its obligations under this Agreement shall be excused to the extent caused by event(s) that are beyond Signet's reasonable control.
13. **Miscellaneous.** This Agreement supersedes any and all prior written and/or oral understandings, contracts and agreements that may have been made or entered into between the parties regarding the subject matter hereof. Any terms or conditions of Client's purchase order, approval or acceptance which are not identical to the terms and conditions of this Agreement are null and void, are not part of the agreement between Signet and Client, and are not binding upon Signet. This Agreement may be modified only by a written amendment signed by both parties. In the event that any one or more of the provisions of this Agreement are found to be illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and such term or provision shall be deemed stricken to the extent and in the jurisdictions necessary for compliance with applicable law. Any provisions of this Agreement providing for limitation of or protection against liabilities between the parties hereto shall survive termination of the Agreement and/or completion of the services. Any delay, waiver or omission by either party to exercise any right or power arising from any breach or default by the other party of this Agreement shall not be construed to be a waiver of any subsequent breach or default.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/27/2015

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

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

PRODUCER MARSH RISK & INSURANCE SERVICES 345 CALIFORNIA STREET, SUITE 1300 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94104	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company INSURER B: Illinois Union Insurance Co INSURER C: N/A INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC # 16535 27960 N/A
INSURED AECOM URS Corporation dba URS Corporation Americas 600 Montgomery Street, 26th Floor San Francisco, CA 94111		

COVERAGES **CERTIFICATE NUMBER:** SEA-002607429-01 **REVISION NUMBER:** 0

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		GLO 5965891 07	04/01/2015	04/01/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BAP 5965893 07	04/01/2015	04/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		CITY OF ALAMEDA Risk Management <i>Lucretia Akil, City Risk Manager</i> Date <u>5-26-15</u>			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 <input checked="" type="checkbox"/> N N/A					WC STATUTORY LIMITS E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
B	ARCHITECTS & ENG. PROFESSIONAL LIAB.		EON G21654693 ***CLAIMS MADE***	10/08/2014	04/01/2016	Per Claim/Agg 2,000,000 Defense Included

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Geotechnical Investigative Services and Quality Assurance Program Services. City of Alameda, its City Council, boards and commissions, officers and employees are included as Additional Insureds as respects the General Liability and Automobile Liability policies, where required by written contract. Waiver of Subrogation applies in favor of the Additional Insureds as respects General Liability and Automobile Liability policies, where required by written contract.

CERTIFICATE HOLDER City of Alameda-Public Works Department Alameda Point, Building 1 950 West Mall Square, Room 110 Alameda, CA 94501-7558	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services David Denihan
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POLICY NUMBER: GLO 5965891-07

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Only those where required by written contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

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

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

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

whichever is less.

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

CITY OF ALAMEDA
Risk Management

 Date 5-26-15
Lucretia Akil, City Risk Manager

POLICY NUMBER: BAP 5965893-07

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

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

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

Named Insured:

AECOM and Its Subsidiaries

Endorsement Effective Date:

04/01/2015

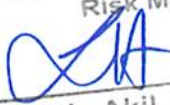
SCHEDULE

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

Only those where required by written contract.

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

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

CITY OF ALAMEDA
Risk Management

Date 5-26-15
Lucretia Akil, City Risk Manager



CERTIFICATE OF LIABILITY INSURANCE

1/1/2016

DATE (MM/DD/YYYY)
12/4/2014

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

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

PRODUCER	Lockton Insurance Brokers, LLC 725 S. Figueroa Street, 35th Fl. CA License #0F15767 Los Angeles CA 90017 (213) 689-0065	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Insurance Company of the State of PA	19429
INSURED	AECOM Technology Corporation 1389302 URS Corporation dba URS Corporation Americas 600 Montgomery St., 26th Floor San Francisco CA 94111	INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES AECTE01

CERTIFICATE NUMBER: 13241279

REVISION NUMBER: XXXXXXXX

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 WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	SEE ATTACHED ACORD 101	1/1/2015	1/1/2016	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 10,000,000 E.L. DISEASE - EA EMPLOYEE \$ 10,000,000 E.L. DISEASE - POLICY LIMIT \$ 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Notice of Cancellation applies per attached endorsement. Evidence of Insurance

CITY OF ALAMEDA
Risk Management

CERTIFICATE HOLDER

5-7615
Date
Lucretia Akil, City Risk Management

CANCELLATION See Attachments

13241279

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

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

Insurer A: The Insurance Company of the State of Pennsylvania

The Workers' Compensation coverage shown does not apply in monopolistic states. In the State of ND, OH, WA, and WY Workers' Compensation coverage is provided by the State Fund. In those States, the above reference policies provide Stop-Gap Employers' Liability only. Workers' Compensation policies apply as indicated below:

AECOM Technology Corporation

WC 028328280 - CA
WC 028328281 - FL
WC 028328282 - MA,ND,OH,WA,WI,WY
WC 028328283 - ME
WC 028328284 - AK,AZ,VA
WC 028328285 - IL,KY,NC,NH,UT,VT
WC 028328286 - NJ,PA
WC 028328287 - AL,AR,CO,CT,DC,DE,GA,HI,IA,ID,IN,KS,LA,MD,MI,MN,MO,MS,MT,NE,NM,NV,NY,OK,OR,RI,SC,SD,TN,TX,WV

URS Corporation

WC 028328288 - CA
WC 028328289 - FL
WC 028328290 - MA,ND,OH,WA,WI,WY
WC 028328291 - AL,AR,CO,CT,DC,DE,GA,HI,IA,ID,IN,KS,LA,MD,MI,MN,MO,MS,MT,NE,NM,NV,NY,OK,OR,RI,SC,SD,TN,TX,WV
WC 028328292 - IL,KY,NC,NH,UT,VT
WC 028328293 - NJ,PA
WC 028328294 - AK,AZ,VA
WC 028328295 - ME

ACORD 101

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 1/1/2015

forms a part of Policy No. SEE ATTACHED ACORD 101

Issued to AECOM Technology Corporation
 URS Corporation
 dba URS Corporation Americas
By The Insurance Company of the State of Pennsylvania

**LIMITED ADVICE OF CANCELLATION TO SCHEDULED ENTITIES
(WORKERS' COMPENSATION ONLY)**

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder(s) when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the **Named Insured** has provided the **Insurer**, either directly or through its broker of record, either:
 - (a) the name of the entity shown on the certificate, a contact name at such entity and the U.S. Postal Service mailing address of each such entity; or
 - (b) the email address of a contact at each such entity; and
3. prior to the effective date of cancellation, the **Named Insured** confirms to the Insurer, either directly or through its broker of record, that the persons or organizations set forth in the Schedule below, as well as their respective addresses listed, should continue to be a part of the Schedule and, if not, the names of the persons or organizations that should be deleted,

the **Insurer** will provide advice of cancellation (the "Advice") to each such Certificate Holder(s) confirmed by the **Named Insured** in writing to be correctly a part of the Schedule within days after the **Named Insured** confirms the accuracy of the Schedule below with the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** confirms the accuracy of the Schedule below with the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided and subsequently confirmed by the **Named Insured** in writing, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the first named employer in Item 1 of the Information Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

WC 99 00 58
(Ed. 04/11)

Attachment Code : D503695
Master ID: 1389302, Certificate ID: 13241279

CITY OF ALAMEDA
Risk Management
Date 5-26-15
Lucretia Akil, City Risk Manager