

CONSULTANT AGREEMENT

THIS AGREEMENT, entered into this 17th day of August 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. It has been determined that some of the soil at the project site for the Emergency Operations Center, 1809 Grand Street, is hazardous and needs to be contained, off-hauled, and disposed of, in accordance with State regulations and by qualified, certified, and trained personnel. Consultant has extensive knowledge of the project and has performed previous geological testing at the site during the feasibility study.
- 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 the containment, off-haul and disposal of contaminated soil from 1809 Grand Street, project site for the future Emergency Operations Center 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 13th day of August 2015, and shall terminate on the 30th day of September 2015, unless terminated earlier as set forth 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 Funds 0319 and 031901.

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 \$305,698.

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, volunteers, and Alten Construction, Inc. ("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, volunteers, and Alten Construction, Inc. 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.

(5) Pollution Prevention:

Legal liability required for hazardous materials excavation in the amount of 2,000,000 each occurrence.

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, volunteers, and Alten Construction, Inc. 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: Flavio Barrantes, Project Manager III
Ph: (510) 747-7952 / Fax: (510) 769-6030
Email: fbarrant@alamedaca.gov

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: Joe Morgan, Site Assessment and Remediation Dept. Manager
Ph: (510) 874-3201 / Fax: (510) 874-3268
Email: joe.morgan@aecom.com

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



J. Glen Smith
Vice President, Environment


Sarah Sabunas
ASST. Corporate Secretary


CITY OF ALAMEDA
A Municipal Corporation


Elizabeth D. Warmerdam
Interim City Manager

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, and Alten Construction, Inc. 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.

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.

[illegible]

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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AECOM
1333 Broadway
Suite 800
Oakland, CA 94612
www.aecom.com

510-893-3600 tel
510-874-3268 fax

August 13, 2015

Mr. Flavio Barrantes
City of Alameda - City Hall West
950 West Mall Square, Room 110
Alameda, CA 94501

RE: Remediation and Confirmation Soil Testing Proposal for the
City of Alameda Property at the Corner of Buena Vista Avenue and Grand Street

Dear Mr. Barrantes:

AECOM has an existing on-call contract with the City of Alameda (City). AECOM conducted a soil and groundwater investigation on the new Fire Station Site located at the Corner of Buena Vista Avenue and Grand Street (Site) in Alameda, CA in 2012. The City's contractor and the City requested additional assistance in 2015 on the Site's off-Site soil disposal. The City requested that AECOM provide this proposal for Site remediation to excavate and dispose of approximately the upper one foot of soil on the Site, based on our recent follow-on soil sampling and analysis and the City's schedule.

Scope of Work

The remediation proposal includes the following: excavation, transportation, and off-Site disposal of approximately 600 cubic yards of soil as California hazardous waste and approximately 400 cubic yards as non-hazardous waste in a Class II landfill in other city property, development of a Site Health and Safety Plan (HASP), Dust Control Plan, air monitoring during the soil excavation and loading, remediation oversight, and a written report. (Note: our budget is based on disposal of 630 cubic yards of soil as a California hazardous waste and 400 cubic yards as a Class II non-hazardous waste. The final arrangements for off-Site reuse of the 400 cubic yards are not finalized and could not be included in our budget. Reduced charges for reuse of non-hazardous soil will be included in our invoicing, as applicable).

Our attached budget estimate tasks match the tasks detailed below.

Task 1– Workplan Development

AECOM will prepare a workplan for the remediation project work to remove the upper one foot of soil. The upper six inches of soil will be handled as California hazardous waste soil and most of the lower six inches will be handled as non-hazardous waste. At the two hot spots locations, the soil will be excavated to 18 inches depth to maximize our opportunity to have to excavation confirmation results to be non-hazardous and to stop excavation at those locations.

AECOM will assist the City with technical support to obtain an EPA ID Number.

Task 2 – Conduct Additional Analyses on the Samples Collected On July 22, 2015

AECOM directed the analytical lab to retain the earlier individual samples that were composited into a Site Composite sample. Based on our Site Meeting on August 4, 2015, the City directed AECOM to

The City has supervised the utility removal at this Site. The former gas line was disconnected at the street by PG&E. Alameda Power Company met with AECOM staff on-Site on July 22, 2015 to confirm that there are no live electrical lines on-Site.

Task 4 – Mobilization

AECOM will issue purchase orders to our subcontractors and vendors. We will coordinate the subcontractor schedules and order sample containers from the laboratory. This task also includes profiling the soil for disposal at the Chemical Waste Management's hazardous waste landfill near Kettleman City, CA.

Task 5 - Dust Control Plan and Erosion Control Plans

AECOM will develop a Site-specific dust control plan for the contractor to follow to control dust during the Site soil work. The dust plan will include soil wetting, use of track out controls, and street sweeping. The plan will also include dust monitoring around the perimeter and on representative Site personnel. The air monitoring cassettes will be analyzed daily on an expedited basis to confirm the Site controls are working to protect the crew members and the surrounding residents from air-borne soil contaminants.

The City has provided the Site Erosion Control Plan. AECOM will follow this plan in conducting our Scope of Work.

Task 6 – Field Work***Excavation***

AECOM has retained a sub-contractor with a hazardous waste addendum to their State of California contractor's license to conduct the field work. AECOM will oversee the contractor removing the upper six inches of soil and loading of the soil into trucks for off-Site disposal as California hazardous waste for soluble lead. Two hotspots will be excavated to 18 inches in depth, based on our recent sampling and analysis. This slight over excavation is designed to maximize the potential to obtain clean soil results with confirmation testing. The hazardous soil will be transported by a hazardous waste transporter to Chemical Waste Management's hazardous waste landfill near Kettleman City, CA for disposal. The second six-inch layer of non-hazardous soil will be reused at another City owned Site or disposed of as non-hazardous waste in a Class II landfill.

Dust Control

The contractor will wet the soil so that no visible dust is generated. Rumble strips and a street sweeper will be used to control track out onto the City streets.

Dust Monitoring

AECOM will monitor dust with visible dust meters, and perimeter and personal air monitoring stations. The dust monitoring cassettes will be analyzed daily for lead at the end of the shift to demonstrate that the Site dust control activities are working. Dust monitoring will be conducted for the 10 day excavation period.

Budget Estimate/Terms And Conditions

Our Time and Materials budget estimate for the scope of work described herein is **\$305,698**, based on disposal of the upper one foot of soil as California hazardous waste, as a worse case. Soil that is disposed of as Class II non-hazardous waste or off-Site at another City owned Site will reduce the disposal costs. Our budget estimate is detailed in the attached spreadsheet, Table 1 – Summary of Project Costs. This budget estimate is based on our existing contract labor rates. The analytical details of the program are shown on Table 2. This work will be conducted under the terms and conditions of the new contract between the City of Alameda and AECOM dated August 2015.

Budget Details

Transportation and disposal (T&D) for California hazardous wastes is based on a quote to our subcontractor of \$117/ton. We assumed the volume of soil was 630 cubic yards and the bulk density of the soil is 1.6 tons/yard for a T&D budget of \$117,936 for the California hazardous waste soil. Due to the reduced volume the T&D rate is slightly higher than was the quote for 1,000 cubic yards. This includes the BOE tax of \$5.72/ton; the City may be exempt from this tax. AECOM has provided the paperwork for the City to apply for an exemption from this tax.

T&D for the non-hazardous waste soil to be disposed of as cover in a Class II landfill is also based on a quote from our contractor of \$42.50/ton. We assumed the volume of soil was 400 cubic yards and the bulk density of the soil is 1.6 tons/yard for a T&D budget of \$27,200.

If the soil can be reused on a City property as fill, AECOM will charge the City for the loading and transportation to the reuse site, but not for the disposal fees.

Schedule

AECOM plans to begin field activities on Monday, August 17, 2015 and complete the work on Monday, August 24, 2015. The draft investigation report will be issued within two weeks of receipt of the last analytical data.

Assumptions

AECOM has assumed the following in developing our Scope of Work and Budget Estimate.

- The City will provide access to the property.
- A grading permit and/or other City permits are not required.
- The City will provide a water meter for the fire hydrant located adjacent to the Site and water for the dust control efforts.
- The City will sign the waste manifests as the generator.
- 10-hour work days will be allowed.
- 10 days will be required to excavate the soil in six-inch lifts with some surgical excavation around the hotspots and to dispose of the soil.
- No fill importation or soil compaction is included in our Scope of Work or budget estimate.
- AECOM will follow the existing Site Erosion Control Plan provided by the City.
- Traffic control will be provided for the Site work described herein, with two flagmen to control traffic.
- Prevailing wages apply.
- Analyses will be conducted on an expedited basis due to the City's schedule requirements.



Mr. Flavio Barrantes
City of Alameda
Proposal for Buena Vista & Grand
Page 7 of 7

whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

To approve this work order please sign below. If you have any questions, please call Mr. Joe Morgan at 510-874-3210, if you have any questions.

Sincerely,
AECOM Technology Services, Inc,

Joe Morgan III
Senior Project Manager

J. Glen Smith
Vice President

CC: Ms. Maria Sanchez, City of Alameda
Ms. Suzanne Nase, AECOM
Mr. Jacob Wilcox, PG, AECOM

Authorized City of Alameda Signature

Date

EXHIBIT 'B'

Table-1: Budget Estimate for Remediation Oversight work for City of Alameda, CA with expedited Turn-around Time													
Time and Materials Basis													
AECOM Labor - Hours and \$ by Task													
Labor Category	Task 1 Workplan Site Meeting EPA ID Number	Task 2 Additional Analyses Tabulate data	Task 3 Health & Safety Plan Update	Task 4 Mobilization Supplies Work orders	Task 5 Dust Control Plan	Task 6 Field Work	Task 7 Draft Report	Task 8 Final Report	Task 9 Meetings & Conference Calls	Totals			
AECOM	hrs	\$	hrs	\$	hrs	\$	hrs	\$	hrs	hrs	\$	hrs	\$
Principal	0	0	0	0	0	0	0	0	0	0	0	0	0
Senior PM	20	3,500	3	525	3	525	12	2,100	12	2,100	0	80	14,000
CIH	0	0	0	1,160	0	0	0	0	0	0	0	8	1,160
Engineer/Scientist	6	750	8	1,000	8	1,000	24	3,000	6	750	148	18,500	3,190
Staff Engineer/Scientist	0	0	0	880	0	0	16	1,760	5	550	29	3,190	1,870
Drafter/Editor	0	0	0	0	0	0	16	1,360	6	510	0	22	1,870
Labor Subtotals	26	4,250	11	1,525	11	1,525	68	8,220	18	2,850	287	38,720	38,720
Other Direct Costs (ODC)													
	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Task 9	Totals			
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Subcontractors													
Excavation, loading						80,582							80,582
T & D Haz						117,936							117,936
T&D Nonhaz						27,200							27,200
Air Monitoring						14,262							14,262
Analytical						14,812							14,812
Sub & Ana. Subtotal	0	4,820	0	0	0	254,792	0	0	0	0	0	0	259,612
Sub & Ana. Markup	0	96	0	0	0	5,096	0	0	0	0	0	0	5,192
Sub & Ana. Total	0	4,916	0	0	0	259,888	0	0	0	0	0	0	264,804
Communication													
Vehicle Rental	85		31	74	48	31	220	164	65	57	774	550	50
Vehicle Mileage	50					500							50
IDW Disposal													0
Permits													0
Equipment Rental													575
Other Supplies/Misc.													125
Report Reproduction													50
ODC Subtotals	50	0	0	0	0	1,200	50	50	100	0	1,400	0	1,400
ODC Markup	0	0	0	0	0	0	0	0	0	0	0	0	0
ODC Subtotals	135	31	74	48	48	31	220	164	165	57	2,174	57	2,174
TASK TOTALS	\$ 4,385	\$ 6,472	\$ 3,759	\$ 2,453	\$ 1,556	\$ 272,308	\$ 8,434	\$ 3,425	\$ 2,907	\$	\$	\$	\$
ODC Markup %	0	Sub. & Ana. Markup	2										
Oversight of excavation & loading includes site control, track-out control, street sweeping daily.													
										SOW Budget: \$ 305,698			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/14/2015

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 CA License #0437153 777 South Figueroa Street Los Angeles, CA 90017 Attn: Lori Bryson (213)-346-5464 06510 -PLPrp-15-16 Oakland GAPLP 1time 1time		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
INSURED AECOM AECOM Technical Services, Inc. 1333 Broadway, Suite 800 Oakland, CA 94612		INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company NAIC # 16535 INSURER B: N/A NAIC # N/A INSURER C: ACE American Insurance Company 22667 INSURER D: Illinois Union Insurance Co 27960 INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** LOS-001952171-02 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		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 \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> 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		BAP 5965893 07	04/01/2015	04/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Business/All Risk Property/ Valuable Papers/Contractors Eq		GPA-D37432465	04/01/2015	04/01/2016	Limit 2,000,000 Deductible \$100,000

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

Re: Client Reference No: Buena Vista Ave & Grand St. Remediation; The remediation proposal includes the following: excavation, transportation, and off-site disposal of approximately 1,000 cubic yards of soil as California hazardous waste, development of a Dust Control Plan, air monitoring during the soil excavation and loading, remediation oversight, and a written report.

City of Alameda and Alten Construction, Inc. are named as additional insured for GL & AL coverages, but only as respects work performed by or on behalf of the named insured. Waiver of Subrogation is applicable where required by written contract with respect to GL and AL coverage.

CERTIFICATE HOLDER

CANCELLATION

City of Alameda Attn: Maria Sanchez, Contract Analyst 950 West Mall Square, Room 110 Alameda, CA 94501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services David Denihan <i>David Denihan</i>
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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh Risk & Insurance Services		NAMED INSURED AECOM AECOM Technical Services, Inc. 1333 Broadway, Suite 800 Oakland, CA 94612	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Other

Policy Covers

ARCHITECTS & ENG.

PROFESSIONAL LIAB.

Policy Details

Insr Ltr: D (Illinois Union Insurance Co)

Policy Number: EON G21654693

Eff. Dt. 10/08/2014 Exp. Dt. 04/01/2016

Limits

Per Claim/Agg : 2,000,000

Defense Included :

Pollution Liability

Other deductibles may apply as per policy terms and conditions.

Contractors Pollution Liability, Carrier: AIG Specialty Insurance Company, NAIC #26883, Policy #: CPL 1814870, Policy Term: 04/01/2015 – 04/01/2016, "Claims Made," Defense Included, Limit: \$2,000,000.

CITY OF ALAMEDA
Risk Management
Date 8-17-15
[Signature]
Lucretia Akil, City Risk Manager

POLICY NUMBER: GLO 5965891-07

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

Only those where required by contract.

CITY OF ALAMEDA
Risk Management
Date 8-17-15
Lucretia Akil, City Risk Manager

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", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

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.

AECOM and Its Subsidiaries
GLO 5965891-07
Eff 04/01/2015

POLICY NUMBER: GLO 5965891-07

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

✓ **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

Only those where required by written contract

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

**The following is added to Paragraph 8. Transfer Of
Rights Of Recovery Against Others To Us of
Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

CITY OF ALAMEDA
Risk Management
✓
Date 8-17-15
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 8-17-15
Lucretia Akil, City Risk Manager

AECOM and Its Subsidiaries
BAP 5965893-07
Eff 04/01/2015

POLICY NUMBER: BAP 5965893-07

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

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 the endorsement.

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(s) 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.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

CITY OF ALAMEDA
Risk Management

Date 8-17-15
Lucretia Akil, City Risk Manager



CERTIFICATE OF LIABILITY INSURANCE

1/1/2016

DATE (MM/DD/YYYY)

7/30/2015

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 Lockton Insurance Brokers, LLC 19800 MacArthur Blvd., Suite 1250 CA License #0F15767 Irvine 92612 949-252-4400	CONTACT NAME:	
	PHONE (A/C, No, Ext): FAX (A/C, No):	
INSURED 1389302 AECOM AECOM Technical Services, Inc. 1333 Broadway, Ste. 800 Oakland CA 94612-1924	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Insurance Company of the State of PA	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES AECTE01

CERTIFICATE NUMBER: 13598298

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 WVD	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 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"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED 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 \$ 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 <input checked="" type="checkbox"/> Y N/A		N	SEE ATTACHED ACORD 101	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

Notice of Cancellation applies per attached endorsement. Re: Buena Vista Ave & Grand St. Remediation. Excavation, transportation, and off-site disposal of approximately 1,000 cubic yards of soil as California hazardous waste, development of a Dust Control Plan, air monitoring during the soil excavation and loading, remediation oversight, and a written report.

CITY OF ALAMEDA
Risk Management

CERTIFICATE HOLDER

Date

CANCELLATION

See Attachments

13598298

City of Alameda
Maria Sanchez, Contract Analyst
950 West Mall Square, Room 110
Alameda CA 94501

Lucretia Akil, City Risk Manager

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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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

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 SEE ATTACHED ACORD 101 No.

Issued to AECOM
AECOM Technical Services, Inc.

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 30 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: 13598298

CITY OF ALAMEDA
Risk Management

Date 8-7-15
Lucretia Akil, City Risk Manager