

FOURTH AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this 7th day of ~~May~~ ^{June} 2016, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and **Russell Resources, Inc.**, a California corporation, whose address is 440 Nova Albion Way, San Rafael, CA 94903, (hereinafter referred to as ("Consultant")), is made with reference to the following:

RECITALS:

A. On January 1, 2013, an agreement was entered into by and between City and Consultant (hereinafter "Agreement").

B. On June 19, 2013, an amendment to agreement was entered into by and between City and Consultant.

C. On April 14, 2014, an amendment to agreement was entered into by and between City and Consultant.

D. On May 19th, 2015, an amendment to agreement was entered into by and between City and Consultant.

E. City and Consultant desire to modify the Agreement on the terms and conditions set forth herein.

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

1. Paragraph 1 ("Term") of the Agreement is modified to read as follows:

"The term of this agreement shall commence on the 1st day of January 2013, and shall terminate on the 30th day of June 2017, unless terminated earlier as set forth herein."

2. Paragraph 2 ("Services to be Performed") of the Agreement is modified to read as follows:

"Consultant shall perform each and every service set forth in Exhibits "A", "A-1", "A-2" "A-3" and "A-4" which are attached hereto and incorporated herein by this reference."

3. Paragraph 3 ("Compensation to Consultant") of the Agreement is modified to read as follows:

"Consultant shall be compensated for services performed pursuant to this Agreement in the amount not to exceed \$70,000.00 as set forth in Exhibit "A", in the amount not to exceed \$144,500.00 as set forth in Exhibit "A-1", in the amount not to exceed \$183,500 as set forth in

Exhibit "A-2", in the amount not to exceed \$157,500 as set forth in Exhibit "A-3", and in the amount not to exceed \$121,900 as set forth in Exhibit A-4 for a total of \$677,400 which are attached hereto and incorporated herein by this reference."

4. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

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

Russell Resources, Inc.

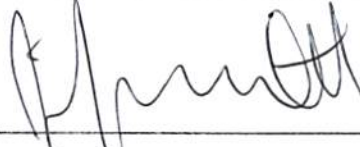


Peter Russell
President

CITY OF ALAMEDA
A Municipal Corporation


Jill Keimach
City Manager

RECOMMENDED FOR APPROVAL:



Jennifer Olt
Chief Operating Officer – Alameda Point

APPROVED AS TO FORM:



Farimah F. Brown
Senior Assistant City Attorney

**2013 Scope of Work and Budget for Russell Resources, Inc.
Alameda Point, Alameda, California
November 26, 2012**

Note: The budget below reflects the same billing rate used during 2008, 2009, 2010, 2011, and 2012 and includes estimated expenses. This work is budgeted at the typical work effort through 2012.

Task 1: Attend Regularly Scheduled BRAC Meetings: BRAC (Base Realignment and Closure) Cleanup Team (BCT), Remedial Advisory Board (RAB), and Proposed Plan public meetings (preparation, meeting attendance [10 in Alameda and 1 in San Diego], and documentation of meeting). Estimate 6 BCT meetings, 3 RAB meetings, and 1 Proposed Plan public meetings.

Budget: \$12,200 (assumes average cost is \$1,200 per BCT meeting plus travel to 1 San Diego meeting, \$900 per RAB meeting, and \$700 per Proposed Plan public meeting)—17% of budget

Task 2: Attend Meetings in Furtherance of Conveyance between and among ARRA, Navy, and others. Estimate 5 meetings.

Budget: \$4,500 (assumes average cost is \$900 per meeting)—6% of budget

Task 3: Attend Meetings with Environmental Regulators and technical supplemental meetings (preparation, meeting attendance, and documentation of meeting). Estimate 8 meetings.

Budget: \$8,800 (assumes average cost is \$1,100 per meeting)—13% of budget

Task 4: Review of Technical Documents, including reports, work plans, and environmental regulators' comments on same, and preparation of draft ARRA comments on selected of these documents. Estimate 45 documents.

Budget: \$25,900 (assumes 30 documents perused at \$200 each, 7 documents reviewed at \$1,600 each, and 3 documents reviewed and commented upon at \$2,900 each)—37% of budget

Task 5: Reporting on RAB Meetings, including updating on important technical issues that come before the RAB. This reporting is for the ARRA Board.

Budget: \$2,200 (assumes 3 RAB meeting reports at \$750 each)—3% of budget

Task 6: Additional Consultation (at the request of ARRA) and contingency. The ARRA must preauthorize these tasks.

Budget: \$13,400 (approximately 25% of the budget for Tasks 1-5)—19% of budget

Task 11: Project Management, Including email, phone, other correspondence, cost accounting, contract maintenance, invoicing, coordination, etc.

Budget: \$3,000 (assume \$500 per month for 6 months)—4% of budget

Total Budget: \$70,000

2013/14 Scope of Work and Budget for Russell Resources, Inc.
Alameda Point, Alameda, California
May 13, 2013

Note: The budget below reflects the same billing rate used since 2008, and includes estimated expenses. This work is budgeted at the typical work effort during 2012, which was prior to the heightened level of effort associated with the Phase 1 transfer, and includes preparation of a Site Management Plan for the Phase 1 transfer area.

Task 1: Attend Regularly Scheduled BRAC Meetings: BRAC (Base Realignment and Closure) Cleanup Team (BCT), Remedial Advisory Board (RAB), and Proposed Plan public meetings (preparation and meeting attendance – 16 in the Bay and 1 in San Diego). Estimate 11 BCT meetings, 4 RAB meetings, and 2 Proposed Plan public meetings.

Budget: \$21,000 (assumes average cost is \$1,200 per BCT meeting plus travel to 1 San Diego meeting, \$900 per RAB meeting, and \$700 per Proposed Plan public meeting)—15% of budget

Task 2: Attend Meetings in Furtherance of Conveyance between and among the City of Alameda, Navy, and others for Phase 2 transfer. Estimate 5 meetings.

Budget: \$4,500 (assumes average cost is \$900 per meeting)—3% of budget

Task 3: Attend Meetings with Environmental Regulators and technical supplemental meetings (preparation, meeting attendance, and documentation of meeting). Estimate 8 meetings.

Budget: \$8,800 (assumes average cost is \$1,100 per meeting)—6% of budget

Task 4: Review of Technical Documents, including reports, work plans, and environmental regulators' comments on same, and preparation of draft City of Alameda comments on selected of these documents. Estimate 72 documents.

Budget: \$25,800 (assumes 60 documents perused at \$200 each, 10 documents reviewed at \$1,800 each, and 2 documents reviewed and commented upon at \$2,900 each)—25% of budget

Task 5: Reporting on RAB Meetings, including updating on important technical issues that come before the RAB. This reporting is for the City Council.

Budget: \$1,800 (assumes 4 RAB meeting reports at \$450 each)—1% of budget

Task 6: Attend Development-Related Meetings, (at the request of the City) in support of negotiations among the City, developers, and other parties related to environmental matters. Estimate 5 meetings.

Budget: \$4,500 (assumes average cost of \$900 per meeting)—3% of budget

Task 7: Prepare Internal Draft SMP for review by City staff, including figures, tables, and appendices. The internal draft SMP will be based on the SMP approved by the DTSC for the Alameda Landing Project at the adjacent FISCA, and on the SMP approved by the BCT for the proposed LBNL Second Campus project. It is assumed that fifteen figures will be needed. Outside graphics services will be used, the cost of which is included in this budget.

Budget: \$17,200 (assumes 15 figures at \$300 each plus 50 hours of drafting and preparation time; assumes electronic publishing only)—12% of budget

Task 8 Prepare Draft SMP for review by the BCT. This task includes revising the internal draft SMP text, tables, and figures in response to comments received, reproduction, and distribution. One meeting with the BCT at Alameda Point to introduce and discuss the document is assumed.

Budget: \$5,500 (includes publishing 10 paper copies at \$100 each; assumes 15 figures at \$100 each plus 12 hours of drafting and preparation time)—4% of budget)

Task 9 Prepare Draft Final SMP for review by the BCT. This task includes preparing a Response to Comments and revising the draft SMP text, tables, and figures in response to comments received, reproduction, and distribution.

Budget: \$6,900 (includes publishing 10 paper copies at \$100 each; assumes 8 figures at \$100 each plus 20 hours of drafting and preparation time)—5% of budget)

Task 10: Prepare Final SMP for concurrence by the BCT. This task includes preparing a Response to Comments and revising the draft final SMP text, tables, and figures in response to comments received, reproduction, and distribution.

Budget: \$4,800 (includes publishing 10 paper copies at \$100 each; assumes 8 figures at \$100 each plus 12 hours of drafting and preparation time)—3% of budget)

Task 11: Additional Consultation (at the request of the City of Alameda) and contingency. The City of Alameda must preauthorize these tasks.

Budget: \$25,500 (approximately 25% of the budget for Tasks 1-10)—19% of budget

Task 12: Project Management, Including email, phone, other correspondence, cost accounting, contract maintenance, invoicing, coordination, etc.

Budget: \$6,000 (assume \$500 per month for 12 months)—4% of budget

SMP Subtotal (Tasks 7 through 10 and part of Task 11)	\$42,600	29%
Non-SMP Subtotal	\$101,900	71%
Total Budget:	<u>\$144,500</u>	100%

2014/15 Scope of Work and Budget for Russell Resources, Inc.
Alameda Point, Alameda, California
March 16, 2014

Notes:

This scope and budget is intended to cover services through June 2015. The work load beginning in July 2014 is budgeted at the typical work effort for the trailing twelve months, neglecting the two busiest months (April and June 2013), a 16 percent reduction in effort. This budgeting approach reflects the expectation that the required level of effort will diminish as environmental investigation and remediation activity at Alameda Point matures and winds down. This budget includes estimated expenses.

The budget below reflects an 8.2 percent billing rate increase for Dr. Peter Russell for work beginning in July 2014. This is Russell Resources' first billing rate change for Alameda Point work since 2008, which equates to a 1.3 percent annual increase.

Task 1: Attend Regularly Scheduled BRAC Meetings: BRAC (Base Realignment and Closure) Cleanup Team (BCT) and Proposed Plan public meetings (preparation and meeting attendance – 16 in the Bay Area and 1 in San Diego). Estimate 15 BCT meetings and 2 Proposed Plan public meetings.

Budget: \$24,400 (assumes average cost is \$1,300 per BCT meeting in Alameda plus travel to 1 two-day BCT meeting in San Diego and \$700 per Proposed Plan public meeting in Alameda)—13% of budget

Task 2: Attend Regularly Scheduled RAB Meetings: Restoration Advisory Board (RAB) meetings (preparation and meeting attendance – 5 meetings in Alameda, assumed to be on the same day as a BCT meeting).

Budget: \$3,300 (assumes average cost is \$660 per RAB meeting)—2% of budget

Task 3: Attend Meetings in Furtherance of Conveyance between and among the City of Alameda, Navy, and others for Phase 2 transfer. Estimate 15 meetings and teleconferences.

Budget: \$13,500 (assumes average cost is \$900 per meeting for preparation and attendance)—7% of budget

Task 4: Attend Meetings with Environmental Regulators and technical supplemental meetings (preparation, meeting attendance, and documentation of meeting). Estimate 9 meetings.

Budget: \$10,400 (assumes average cost is \$1,150 per meeting)—6% of budget

Task 5: Review of Technical Documents, including reports, work plans, and environmental regulators' comments on same, and preparation of draft City of Alameda comments on selected of these documents. Estimate 72 documents.

Budget: \$35,500 (assumes 60 documents perused at \$210 each, 10 documents reviewed at \$1,750 each, and 2 documents reviewed and commented upon at \$2,700 each)—19% of budget

Task 6: Reporting on RAB Meetings, including updating on important technical issues that come before the RAB. This reporting is for the City Council.

Budget: \$0 (assumes 0 RAB meeting reports at \$450 each)—0% of budget

Task 7: Participate in Redevelopment-Related Meetings, (at the request of the City) in support of negotiations among the City, developers, and other parties related to environmental matters. Estimate 25 meetings and teleconferences.

Budget: \$13,800 (assumes average cost of \$550 per meeting)—7% of budget

Task 8: Prepare Internal Draft SMP Revision for Phase 2 Transfer for review by City staff, including figures, tables, and appendices. The internal draft SMP will be based on the SMP approved by the BCT and the Navy for the Phase 1 Transfer at Alameda Point. It is assumed that 4 figures will be needed. Outside graphics services will be used, the cost of which is included in this budget.

Budget: \$10,600 (assumes 4 figures at \$300 each plus 35 hours of drafting and preparation time; assumes electronic publishing only)—6% of budget

Task 9: Prepare Draft SMP Revision for Phase 2 Transfer for review by the BCT. This task includes revising the internal draft SMP text, tables, and figures in response to comments received, reproduction, and distribution. One meeting with the BCT at Alameda Point to introduce and discuss the document is assumed.

Budget: \$4,600 (includes publishing 10 paper copies at \$100 each; assumes 4 figures at \$100 each plus 12 hours of drafting and preparation time)—3% of budget)

Task 10: Prepare Draft Final SMP Revision for Phase 2 Transfer for review by the BCT. This task includes preparing a Response to Comments and revising the draft SMP text, tables, and figures in response to comments received, reproduction, and distribution.

Budget: \$9,500 (includes publishing 10 paper copies at \$100 each; assumes 4 figures at \$100 each plus 30 hours of drafting and preparation time)—5% of budget)

Task 11: Prepare Final SMP Revision for Phase 2 Transfer for concurrence by the BCT.

This task includes preparing a Response to Comments and revising the draft final SMP text, tables, and figures in response to comments received, reproduction, and distribution.

Budget: \$5,000 (includes publishing 10 paper copies at \$100 each; assumes 8 figures at \$100 each plus 12 hours of drafting and preparation time)—3% of budget)

Task 12: Additional Consultation (at the request of the City of Alameda) and contingency.

The City of Alameda must preauthorize these tasks.

Budget: \$45,800 (approximately 35% of the budget for Tasks 1-11)—25% of budget

Task 13: Project Management, Including email, phone, other correspondence, cost accounting, contract maintenance, invoicing, coordination, etc.

Budget: \$7,200 (assume \$600 per month for 12 months)—4% of budget

SMP Subtotal (Tasks 8 through 11 and part of Task 12)	\$40,600	22%
Non-SMP Subtotal	\$142,900	78%
Total Budget:	<u>\$183,500</u>	100%

2015/16 Scope of Work and Budget for Russell Resources, Inc.
Alameda Point, Alameda, California
April 2, 2015

Notes:

This scope and budget is intended to cover services through June 2016. This budget estimate reflects the expectation that the required level of effort will diminish as environmental investigation and remediation activity at Alameda Point matures and winds down. This budget includes estimated expenses.

The budget below reflects a 5.6 percent rate increase for Dr. Peter Russell for work beginning in July 2015.

Task 1: Attend Regularly Scheduled BRAC Meetings: BRAC (Base Realignment and Closure) Cleanup Team (BCT) and Proposed Plan public meetings (preparation and meeting attendance – 10 in the Bay Area and 1 in San Diego). Estimate 11 BCT meetings and 1 Proposed Plan public meetings.

Budget: \$19,500 (assumes average cost is \$1,400 per BCT meeting in Alameda plus travel to 1 two-day BCT meeting in San Diego and \$700 per Proposed Plan public meeting in Alameda)—12% of budget

Task 2: Attend Regularly Scheduled RAB Meetings: Restoration Advisory Board (RAB) meetings (preparation and meeting attendance – 5 meetings in Alameda, assumed to be on the same day as a BCT meeting).

Budget: \$3,500 (assumes average cost is \$700 per RAB meeting)—2% of budget

Task 3: Attend Meetings in Furtherance of Conveyance between and among the City of Alameda, Navy, and others for Phase 2 transfer. Estimate 15 meetings and teleconferences.

Budget: \$14,300 (assumes average cost is \$1,000 per meeting for preparation and attendance)—9% of budget

Task 4: Attend Meetings with Environmental Regulators and technical supplemental meetings (preparation, meeting attendance, and documentation of meeting). Estimate 6 meetings.

Budget: \$6,900 (assumes average cost is \$1,200 per meeting)—4% of budget

Task 11: Additional Consultation (at the request of the City of Alameda) and contingency.
The City of Alameda must preauthorize these tasks.

Budget: \$39,500 (approximately 35% of the budget for Tasks 1-11)—25% of budget

Task 12: Project Management, Including email, phone, other correspondence, cost accounting, contract maintenance, invoicing, coordination, etc.

Budget: \$7,600 (assume \$600 per month for 12 months)—5% of budget

SMP Subtotal (Tasks 7 through 10 and part of Task 11)	\$32,100	20%
Non-SMP Subtotal	\$125,400	78%
Total Budget:	<u>\$157,500</u>	100%

2015/16 Scope of Work and Budget for Russell Resources, Inc.
Alameda Point, Alameda, California
April 21, 2016

Notes:

This scope and budget is intended to cover services through June 2017. This budget estimate reflects the expectation that the required level of effort will diminish as environmental investigation and remediation activity at Alameda Point matures and winds down. This budget includes estimated expenses.

The budget below reflects a 3.5 percent rate increase for Dr. Peter Russell for work beginning in July 2016.

Task 1: Attend Regularly Scheduled BRAC Meetings: BRAC (Base Realignment and Closure) Cleanup Team (BCT) meetings (preparation and meeting attendance – 10 in the Bay Area and 1 in San Diego). Estimate 11 BCT meetings.

Budget: \$19,500 (assumes average cost is \$1,400 per BCT meeting in Alameda or at agency offices in SF or Oakland, plus travel to 1 two-day BCT meeting in San Diego)—16% of budget

Task 2: Attend Regularly Scheduled RAB Meetings: Restoration Advisory Board (RAB) meetings (preparation and meeting attendance – 5 meetings in Alameda, assumed to be on the same day as a BCT meeting).

Budget: \$3,500 (assumes average cost is \$700 per RAB meeting)—3% of budget

Task 3: Attend Meetings in Furtherance of Conveyance between and among the City of Alameda (City), Navy, and others for Phase 3 transfer and for transfer of Storm Drain Line G. Estimate 15 meetings and teleconferences.

Budget: \$11,400 (assumes average cost is \$1,000 per meeting for preparation and attendance)—9% of budget

Task 4: Attend Meetings with Environmental Regulators and technical supplemental meetings (preparation, meeting attendance, and documentation of meeting). Estimate 5 meetings.

Budget: \$6,100 (assumes average cost is \$1,200 per meeting)—5% of budget

Task 5: Review of Technical Documents, including reports, work plans, and environmental regulators' comments on same, and preparation of draft City comments on selected of these documents. Estimate 38 documents.

Budget: \$21,700 (assumes 30 documents perused at \$200 each, 6 documents reviewed at \$1,800 each, and 2 documents reviewed and commented upon at \$3,100 each)—18% of budget

Task 6: Participate in Redevelopment-Related Meetings, (at the request of the City) in support of negotiations among the City, developers, and other parties related to environmental matters. Estimate 18 meetings and teleconferences.

Budget: \$10,900 (assumes average cost of \$600 per meeting)—9% of budget

Task 7: Prepare Draft Final SMP Revision for Phase 2 Transfer, including the portion of Storm Drain Line G in Area A, for review by the BCT. This task includes preparing a Response to Comments and revising the draft SMP text, tables, and figures in response to comments received, reproduction, and distribution.

Budget: \$8,300 (includes publishing 6 paper copies at \$100 each; assumes 4 figures at \$100 each plus 24 hours of drafting and preparation time)—7% of budget)

Task 8: Prepare Final SMP Revision for Phase 2 Transfer, including the portion of Storm Drain Line G in Area A, for concurrence by the BCT. This task includes preparing a Response to Comments and revising the draft final SMP text, tables, and figures in response to comments received, reproduction, and distribution.

Budget: \$4,700 (includes publishing 6 paper copies at \$100 each; assumes 4 figures at \$100 each plus 12 hours of drafting and preparation time)—4% of budget)

Task 9: Additional Consultation (at the request of the City) and contingency. The City must preauthorize these tasks.

Budget: \$30,200 (approximately 35% of the budget for Tasks 1-8)—25% of budget

Task 10: Project Management, including email, phone, other correspondence, cost accounting, contract maintenance, invoicing, coordination, etc.

Budget: \$5,500 (assume \$500 per month for 12 months)—5% of budget

Total Budget: \$121,900 100%

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

01/11/2016

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 Dealey, Renton & Associates P. O. Box 12675 Attn: RBC Oakland, CA 94604-2675 510 465-3090	CONTACT NAME:	
	PHONE (A/C, No, Ext): 510 465-3090	FAX (A/C, No): 510 452-2193
INSURED Russell Resources, Inc. 440 Nova Albion Way San Rafael, CA 94903	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Admiral Insurance Company	NAIC #: 24856
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		FEIECC1218803 Pollution Liab. Claims-Made	01/05/2016	01/05/2017	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Contractor's Prof. Liability					PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

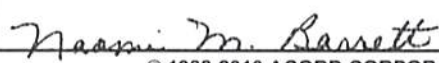
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

General Liability policy excludes claims arising out of the performance of professional services.

All operations of the named insured.

GENERAL LIABILITY ADDITIONAL INSURED: City of Alameda, Community Improvement Commission and Alameda Reuse and Redevelopment Authority (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

City of Alameda Economic Development Dept. Attn: Susan Kelly 2263 Santa Clara Ave., Rm 120 Alameda, CA 94501-7552	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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DESCRIPTIONS (Continued from Page 1)

Insurance is Primary & non-contributory, per policy wording



Russell Resources, Inc.

**Automatic Primary and Non-Contributory
Insurance Endorsement
Designated Work Or Project(s)**


This endorsement, effective 01/05/2016 attaches to and forms a part of Policy Number
FEIECC1218803 . This endorsement changes the Policy. Please read it carefully.

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to provide Primary and/or Non-contributory status of this insurance. However, this status exists only for the project specified in that contract.

In consideration of an additional premium of \$Applied and notwithstanding anything contained in this policy to the contrary, it is hereby agreed that this policy shall be considered primary to any similar insurance held by third parties in respect to work performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which the person(s) or organization(s) named in the schedule may have is excess and non-contributory to this insurance.

CITY OF ALAMEDA
Risk Management

Date 5-2-16
Lucretia Akil, City Risk Manager



Russell Resources, Inc.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement, effective 1/5/16 attaches to and forms a part of Policy Number FEIECC1218803. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART CONTRACTORS POLLUTION LIABILITY COVERAGE PART


SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.

The person or organization shown in this Schedule is included as an insured, but only with respect to that person's or organization's vicarious liability arising out of your ongoing operations performed for that insured.

ECC-319-0712

CITY OF ALAMEDA
Risk Management

Date 5-2-16
Lucretia Akil, City Risk Manager