THIRD AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this 5th day of June 2018, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and **PARSONS TRANSPORTATION GROUP, INC.**, a Washington DC Sub Q Corporation, whose address is 100 M Street, SE, Washington, DC 20003, (hereinafter referred to as "Provider"), is made with reference to the following:

RECITALS:

A. On August 9, 2016, an agreement was entered into by and between City and Provider (hereinafter "Agreement"), in the amount of $50,000.00. City and Provider desire to modify the Agreement on the terms and conditions set forth herein.

B. On May 3, 2017, an agreement was entered into by and between City and Provider (hereinafter "First Amendment"), in the amount of $20,000.00. City and Provider desire to modify the Agreement on the terms and conditions set forth herein.

C. On April 4, 2018, an agreement was entered into by and between City and Provider (hereinafter "Second Amendment"), in the amount of $4,999.00. City and Provider 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 2 ("Services to be Performed") of the Agreement is modified to read as follows:

"Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A-3 as requested. The Provider acknowledges that the work plan included in Exhibit A-3 is tentative and does not commit the City to request Provider to perform all tasks included therein."

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

"a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B-1. Extra work must be approved in writing by the City Manager or his/her designee prior to performance and shall be paid on a Time and Materials basis as set forth in Exhibit B-1.

b. The total compensation for the work under this Agreement is not to exceed $94,999.00"

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.

PARSONS TRANSPORTATION GROUP, INC.
A Washington DC Q Sub Corporation

By: RODNEY PIMENTEL
Title: ASSISTANT SECRETARY

By: IBRO MUSTAFA
Title: VP

CITY OF ALAMEDA
A Municipal Corporation

Elizabeth D. Warmerdam
Acting City Manager

RECOMMENDED FOR APPROVAL:

Jennifer Ott
Director, Base Reuse and Transportation Planning

APPROVED AS TO FORM:

Janet Kern
City Attorney

Scope of Work

PARSONS TRANSPORTATION GROUP, INC. will perform the following on-call services, at the request and direction of City staff:

1. Technical and strategic engineering support in review of Oakland Alameda Access Plan designs, help to prepare proposed solutions and compromises, and attendance at meetings with Alameda CTC.

2. Technical and strategic engineering support in development of designs and cost estimates for new and improved estuary crossings, and attendance at meetings with City staff and stakeholders.

3. Technical and strategic engineering support in reviewing and commenting on transportation plans and transportation planning efforts, including technical and strategic analysis and support for transportation grants and major projects.

4. Support in reviewing CEQA traffic impact reports and circulation studies prepared by developers for Alameda Point and other Community Development efforts, as needed.

5. Other on-call services, as needed

Total NTE $20,000.00

Exhibit B

Fee Schedule

Employee Name	Title	Agreed Reimbursement Rate
Rodney Pimentel	Project Manager	$274.00
	Engineering Manager	$257.00
	Principal Engineer	$186.00
	Senior Engineer/Planner	$161.00
	Engineer II	$120.00
	Engineer I	$88.00
	Engineer Associate	$77.00
	Senior Planner	$115.00
	Associate Planner	$87.00
	Project Controls/Admin	$67.00

Direct Expenses*

** Direct Expenses Include but are not limited to the following:*
- Car travel at $0.54 Per mile

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/31/2018

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

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

PRODUCER LIC #CA 0C19812 1-816-960-9000
Lockton Companies, LLC-1 Kansas City
444 W. 47th Street, Suite 900
Kansas City, MO 64112-1906

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: RiskManagement.Parsons@parsons.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: NATIONAL UNION FIRE INS CO OF PITTS	19445
INSURER B: INSURANCE CO OF THE STATE OF PA	19429
INSURER C: LEXINGTON INS CO	19437
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Parsons Transportation Group Inc.
100 M Street SE, Suite 1200
Washington, DC 20003-3515

COVERAGES **CERTIFICATE NUMBER:** 51999916 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	GL17587105	01/01/18	01/01/19	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ included
							MED EXP (Any one person)	$ included
							PERSONAL & ADV INJURY	$ included
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ included
	OTHER:							$
A	AUTOMOBILE LIABILITY	X	X	CA4288069	01/01/18	01/01/19	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	X OWNED AUTOS ONLY; X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY; X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	WC014629532(CA)	01/01/18	01/01/19	X PER STATUTE OTH-ER	
B	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N	N/A		WC014629535(MA/WI)	01/01/18	01/01/19	E.L. EACH ACCIDENT	$ 1,000,000
B	(Mandatory in NH)			WC014629534(FL)	01/01/18	01/01/19	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
B	If yes, describe under DESCRIPTION OF OPERATIONS below			WC014629533(AOS)	01/01/18	01/01/19	E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	ARCHITECTS & ENGINEERS PROFESSIONAL LIABILITY			11665420	01/01/18	01/01/19	PER CLAIM	5,000,000
							POLICY AGG	5,000,000

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

RE: Job No. 648519; Contract No. 1898-City of Alameda-2016-07-29 - NY-Term Agreement for Rehab of Grand Island Bridges.
Additional Insureds: City of Alameda, its City Council, boards, commissions, officials, employees, and volunteers.
See attached special clauses and endorsements.

CITY OF ALAMEDA
Risk Management

CERTIFICATE HOLDER

City of Alameda
2263 Santa Clara Avenue, Room 130
Alameda, CA 94501
USA

Date 5-15-18
Lucretia Akil, City Risk Manager

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

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ENDORSEMENT

This endorsement, effective 12:01 01/01/2018 forms a part of

A.M. Policy No. CA4288069 issued to PARSONS CORPORATION

Auto

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

✓ ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED

Any person or organization for whom you are contractually bound to provide Additional Insured status but only to the extent of such person's or organizations liability arising out of the use of a covered "auto".

Section II - Liability Coverage, A. - Coverage, 1. - Who Is An Insured, is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

1. The coverage and/or limits of this policy, or

2. The coverage and/or limits required by said contract or agreement.

87950 (09/14)

CITY OF ALAMEDA
Risk Management
Date 5-15-18
Lucretia Akil, City Risk Manager

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

Insurance Primary as to Certain Additional Insureds

This endorsement, effective 12:01 A.M. 01/01/2018 forms a part of

Policy No. CA4288069 issued to: PARSONS CORPORATION

Auto

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

> The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.

SCHEDULE

Name of Person or Organization

WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

CITY OF ALAMEDA
Risk Management
Date 5-15-18
Lucretia Akii, City Risk Manager

ENDORSEMENT

This endorsement, effective 12:01 1/1/2018 forms a part of

A.M. Policy No. CA4288069 issued to PARSONS CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if"

(1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and

(2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.

CITY OF ALAMEDA
Risk Management
Date 5-15-19
Lucretia Akil, City Risk Manager

62897 (6/95)

POLICY NUMBER: GL17587105

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED 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)	Location(s) Of Covered Operations
WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.	WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.
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:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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 additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CITY OF ALAMEDA
Risk Management
Date 5-15-18
Lucretia Akil, City Risk Manager

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C. 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.

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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
WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.	WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.
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 5-15-18
Lucretia Akil, City Risk Manager

© Insurance Services Office, Inc., 2012

ENDORSEMENT

This endorsement, effective 12:01 A.M. 01/01/2018 forms a part of

policy No.GL 17587105 issued to PARSONS CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT

PRIMARY COVERAGE FOR SPECIFIED PERSONS OR ORGANIZATIONS NAMED AS ADDITIONAL INSUREDS – ONGOING AND COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following paragraph is added to **SECTION II – WHO IS AN INSURED** and applies only to persons or organizations we have added to your policy as additional insureds by endorsement to comply with insurance requirements of written contracts relative to: a) the performance of your ongoing operations for the additional insured; or b) "your work" performed for the additional insured sans included in the "products-completed hazard" :

This insurance is primary over any similar insurance available to any person or organization we have added to this policy as an additional insured. However, this insurance is primary over any other similar insurance only if the additional insured is designated as a named insured in the Declarations of the similar insurance. We will not require contribution of limits from the other similar insurance if the insurance afforded by this endorsement is primary.

This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, if it is not primary as defined in the paragraph above.

CITY OF ALAMEDA
Risk Management
Date 5-15-18
Lucretia Akil, City Risk Manager

POLICY NUMBER: GL17587105

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: WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.
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 5-15-18
Lucretia Akil, City Risk Manager

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WC

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

This endorsement changes the policy to which it is attached effective on 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 01/01/18 forms a part of Policy No. WC014629532(CA)

Issued to: Parsons Transportation Group Inc.

By: INSURANCE CO OF THE STATE OF PA

Premium: INCL

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 5% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

City of Alameda

2263 Santa Clara Avenue, Room 130

Alameda, CA 94501

Job Description

Where required by written agreement or contract.

CITY OF ALAMEDA
Risk Management
Date 5-15-18
Lucretia Akil, City Risk Manager

WC 04 03 06
(Ed. 4-84)

Countersigned by Joseph M Agnello
Authorized Representative

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

City of Alameda

2263 Santa Clara Avenue, Room 130

Alameda, CA 94501
USA

CITY OF ALAMEDA
Risk Management
Date 5-15-18
Lucretia Akil, City Risk Manager

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/18 Policy No. WC014629533 (AOS) Endorsement No.
Insured: Parsons Transportation Group Inc. Premium $
Company: INSURANCE CO OF THE STATE OF PA Countersigned By

WC 00 03 13
(Ed. 4-84)

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SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
01/31/2018

NAME OF INSURED: Parsons Transportation Group Inc.

Special Clauses

Additional Insured:

Except as respects Workers Compensation and Professional Liability Coverage and solely as respects work performed by the named insured, City of Alameda, its City Council, boards, commissions, officials, employees, and volunteers are included as an additional insured but only to the extent of the named insureds negligence.

Waiver of Subrogation (All Coverages):

Solely as respects work performed by the named insured, the company(ies) agree to waive all rights of subrogation, where required by contract entered into prior to loss, against the City of Alameda, its City Council, boards, commissions, officials, employees, and volunteers.

Primary Insurance:

Where required by contract and where applicable, the insurance evidenced herein is primary and non-contributing to valid and collectible coverage maintained by the City of Alameda, its City Council, boards, commissions, officials, employees, and volunteers.

Cancellation Notice:

The named insured, Parsons Corporation or its Insurance Broker shall notify the certificate holder of any cancellation, or reduction in coverage or limits, of any insurance within thirty (30) days of receipt of insurers' notification to that effect.