

## SECOND AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this 7<sup>th</sup> day of NOVEMBER 2017, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "City") and CDM SMITH a individual/corporation/limited liability company whose address is 220 Montgomery Street, Suite 1418, San Francisco, CA 94104, (hereinafter "Consultant"), is made with reference to the following:

### RECITALS:

A. On January 19, 2016, an agreement was entered into by and between City and Consultant (hereinafter "Agreement") with compensation not to exceed \$395,000.00.

B. 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 the 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 20<sup>th</sup> day of January 2016, and shall terminate on or about the 30<sup>th</sup> day of June 2018."

2. 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.

*Signatures on following page*

CDM SMITH



By William E. Hurrell  
Title Vice President

By \_\_\_\_\_  
Title \_\_\_\_\_

CITY OF ALAMEDA  
A Municipal Corporation

\_\_\_\_\_  
Jill Keimach  
City Manager

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
Jennifer Ott  
Director of Base Reuse and Transportation  
Planning

APPROVED AS TO FORM:  
City Attorney

\_\_\_\_\_  
Andrico Q. Penick  
Assistant City Attorney