

SIXTH AMENDMENT TO AGREEMENT

This SIXTH AMENDMENT TO AGREEMENT ("**Sixth Amendment**"), is entered into this _ day of September, 2025 (the "**Effective Date**"), by and between the CITY OF ALAMEDA, a municipal corporation (the "**City**"), and CDM SMITH, INC., a Massachusetts corporation, whose address is 220 Montgomery Street, Suite 1418, San Francisco, CA 94104 (the "**Provider**"), with reference to the following facts and circumstances:

RECITALS:

A. On April 18, 2018, an agreement was entered into by and between City and Provider ("Original Agreement") in an amount not to exceed \$372,928.

B. On June 10, 2019, the parties entered into a First Amendment of the Agreement ("First Amendment") to extend the term of the Agreement to June 30, 2020.

C. On November 7, 2019, the parties entered into a Second Amendment of the Agreement ("Second Amendment") to extend the term of the Agreement to June 30, 2023, to modify the services performed, to increase the total compensation in an amount not to exceed \$2,572,928 and to include the federal provisions required by Caltrans.

D. On December 7, 2022, the parties entered into a Third Amendment of the Agreement ("Third Amendment") to extend the term of the Agreement to June 30, 2025, to modify the services performed, and to increase the total compensation in an amount not to exceed \$3,158,930.

E. On May 31, 2023, the parties entered into a Fourth Amendment of the Agreement ("Fourth Amendment") to extend the term of the Agreement to June 30, 2026, to modify the services performed, and to increase the total compensation in an amount not to exceed \$3,578,930.

F. On September 18, 2024, the parties entered into a Fifth Amendment of the Agreement ("Fifth Amendment") to extend the term of the Agreement to June 30, 2027, to modify the services performed, and to increase the total compensation in an amount not to exceed \$3,778,930.

G. City and Provider desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, City and Provider agree as follows:

1. Section 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 A5 as requested. The Provider acknowledges that the work plan included in Exhibit A5 is tentative and does not commit the City to request Provider to perform all tasks included therein."

2. Section 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 B5 and incorporated herein by this reference. 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 Material basis as set forth in Exhibit B4.”

“b. The total compensation under this Sixth Amendment to Agreement shall not exceed \$235,500. Total compensation for this Agreement is \$4,014,428.”

5. 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.

Signatures on Next Page

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

CDM SMITH, INC.
A Massachusetts Corporation



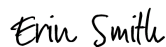
William E. Hurrell, P.E.
Principal

CITY OF ALAMEDA
A Municipal Corporation

Jennifer Ott
City Manager

RECOMMENDED FOR APPROVAL

Signed by:



Erin Smith
Public Works Director

APPROVED AS TO FORM:
City Attorney

DocuSigned by:



Len Aslanian
Assistant City Attorney

EXHIBIT A5

Central Avenue Safety Improvement Project

Scope of Work: Amendment 6

The purpose of Amendment No. 6 is to revise the scope of work and provide funding for additional work associated with drainage and water quality design, landscape design, traffic analysis and signal design, and construction support services.

Additional work was needed in response to more stringent runoff treatment requirements in the City's renewed stormwater permit. These changes also affected other design components which required updates to landscaping layouts, utility relocations, roadway and curb and gutter layouts. The City also requested an updated traffic analysis and related signal design changes to incorporate recently available traffic count data and optimize traffic operations at the Central/Webster and Central/Eighth intersections. Construction engineering support services have also exceeded the expected level of effort due to unforeseen conditions and contractor requests for information related to excavation of varying pavement thicknesses and materials, and design adjustments related to conflicts with unknown or inaccurately mapped subsurface utilities and other existing improvements.

The following sections describe the additional work activities and the related assumptions and deliverables.

1. Project Management

Project management activities will continue through the currently estimated completion of the construction. The CDM Smith Project Manager will continue to serve as the primary point of contact through completion of the work. The Project Manager will be responsible for coordinating internal staffing, managing subconsultants, and coordinating with City staff to obtain required information and communicate problems or unanticipated conditions. Project management also includes tracking project budget and completion status, developing and submitting monthly progress reports, project invoice preparation, document control and project administrative tasks.

Assumption(s):

- It is assumed that the construction phase will achieve substantial completion status by June 30, 2026.

Deliverable(s):

- Monthly invoices with progress reports
- Subcontractor management
- Document control

2. Coordination and Team Meetings

CDM Smith will prepare for, attend, and facilitate construction coordination meetings to provide design input for unexpected conditions and coordinate with City staff, subconsultants, the construction management (CM) consultant, and the construction contractor.

The following meetings are added:

- Weekly construction coordination calls and meetings to review the project status and current issues, submittal status, RFI status, CCO status, and the Contractor's look-ahead schedule. Meetings to be held via Teams or on-site during the construction phase.

Deliverable(s):

- Summary emails and notes will be prepared to document the discussions and follow up on action items.

3. Public Outreach and Meetings

No changes are needed for this task.

4. Caltrans Project Development

No changes are needed for this task.

5. Traffic Analysis

The additional traffic analysis and design is described in Task 8 below.

6. Environmental

No changes are needed for this task.

7. Support Services

No changes are needed for this task.

8. Engineering Plans, Specifications and Estimates

The CDM Smith team will provide additional design services to revise drainage and water quality features, and the related roadway, utility and landscaping designs. A traffic analysis will be completed for the Central/Webster and Central/Eighth intersections and used to optimize the signal designs at these locations. Signal timing sheets will also be developed for each intersection.

Due to new requirements in the City's stormwater permit with the San Francisco Bay Regional Water Quality Control Board, water quality treatment facilities must be incorporated into the project in accordance with the numeric sizing approaches specified in the permit. CDM Smith will update the existing drainage design to address these

requirements and document permit compliance in a revised Drainage Report. The changes to the drainage design will also impact other aspects of the project including roadway and curb configurations, utilities, and landscaping layouts, which will also be updated.

The City provided updated traffic count data for a revised traffic analysis and signal design at the two key project intersections identified above. The signal plan will be revised based on the results of the analysis, and in accordance with the latest editions of the California Manual of Traffic Control Devices (CA-MUTCD), the Caltrans Standard Plans, and City Standards. Following the design updates, traffic signal timing sheets will be prepared following the guidelines provided by the City.

Assumption(s):

- Drainage related revisions will be needed on up to 50 design sheets
- Updated drainage quantities and quantity differences from the previous design will be developed to support construction change order costing.
- Signal design changes will not require specification revisions or updated cost/quantity estimates.

Deliverable(s):

- Revised Draft and Final Drainage Report in Word and PDF formats
- Traffic analysis results via email and meeting presentations
- Revised drainage and signal design drawings in PDF and DWG formats

9. Construction Bid Support

No changes are needed for this task.

10. Engineering Services During Construction

CDM Smith will provide additional construction phase engineering services through the completion of construction.

Request for Information (RFIs):

CDM Smith will provide clarification and interpretation of the design documents as requested by the City or CM, in response to requests for information (RFIs) from the Contractor. RFIs shall be submitted to the CM who will then determine whether Consultant support is required to develop a response. CDM Smith anticipates up to one hundred (100) additional RFIs for a total of one hundred forty (140) for the project.

Submittals:

CDM Smith will review the additional submittals related to the design updates and provide written responses with comments, and recommendations (e.g., no exceptions

noted, amend, and resubmit). CDM Smith anticipates up to ten (10) additional submittals for a total of forty (40) for the project.

Construction Change Orders:

CDM Smith will support CCO development related to the design updates and review proposed cost and related documentation provided by the Contractor, CM and City. Anticipated assignments may include assistance in research of contract documents to determine if work should be considered extra for which a CCO is appropriate, and review of contractor cost estimates. Preparation of small drawings, sketches, or specifications for extra or changed work items is also included under this task.

Assumption(s):

- The City's independent CM will have primary responsibility for the management of the construction work and the selected Construction Contractor. The CM will serve as the liaison between Caltrans Construction staff, the City and CDM Smith.
- The Construction Contractor will submit RFI's, submittals and other requests to the CM, who will then review and respond and forward information to the City and CDM Smith as appropriate.

Deliverable(s):

- Written responses for up to one hundred (100) additional RFIs.
- Written responses for up to ten (10) additional submittals.
- Written responses, recommendations, and design clarifications for the drainage and signal CCOs.

EXHIBIT B5

Alameda Central Avenue Safety Improvement Project Bid and Construction Engineering Services																	7/23/2025
Task		Jensen	Hurrell	Schuster	Gunther	Soudari	David	Siddiqui	Chichlowski	Wood	Niemiec	Hours Total	Labor Cost	Other Direct Costs	PGA	Alta	Total Cost
1	Project Management																
		2	0	16		12				10	10	50	\$ 12,188				\$ 12,188
2	Coordination and Team Meetings																
		2	4	40	40			8				94	\$ 24,636				\$ 24,636
3	Public Outreach and Meetings	Task Completed															
												0	\$ -				\$ -
4	Caltrans Project Development	Task Completed															
												0	\$ -				\$ -
5	Traffic Analysis	Task Completed															
												0	\$ -				\$ -
6	Environmental Documentation	Task Completed															
												0	\$ -				\$ -
7	Support Services	Task Completed															
												0	\$ -				\$ -
8	Engineering Plans, Specifications, and Estimates																
		2	4	60	80		120	16	80			362	\$ 73,874		\$ 12,500	\$ 42,500	\$ 128,874
9	Construction Bid Support																
	Construction Bid Support											0	\$ -				\$ -
10	Construction Engineering Services																
	Construction Phase Services	2	4	80	120		80	16				302	\$ 68,796	\$ 1,000			\$ 69,796
Total Hours		8	12	196	240	12	200	40	80	10	10	808	\$ 179,493	\$ 1,000	\$ 12,500	\$ 42,500	\$ 235,500



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
12/24/2024

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 Aon Risk Services Northeast, Inc. Boston MA Office 53 State Street Suite 2201 Boston MA 02109 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105 E-MAIL ADDRESS:														
INSURED CDM Smith Inc. 75 State Street Ste 701 Boston MA 02109-1940 USA	<table border="1"> <thead> <tr> <th data-bbox="803 514 1388 535">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1388 514 1520 535">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="803 535 1388 556">INSURER A: Evanston Insurance Company</td> <td data-bbox="1388 535 1520 556">35378</td> </tr> <tr> <td data-bbox="803 556 1388 577">INSURER B: Hartford Fire Insurance Co.</td> <td data-bbox="1388 556 1520 577">19682</td> </tr> <tr> <td data-bbox="803 577 1388 598">INSURER C: Underwriters At Lloyds London</td> <td data-bbox="1388 577 1520 598">15792</td> </tr> <tr> <td data-bbox="803 598 1388 619">INSURER D: Hartford Accident & Indemnity Company</td> <td data-bbox="1388 598 1520 619">22357</td> </tr> <tr> <td data-bbox="803 619 1388 640">INSURER E: Twin City Fire Insurance Company</td> <td data-bbox="1388 619 1520 640">29459</td> </tr> <tr> <td data-bbox="803 640 1388 661">INSURER F:</td> <td data-bbox="1388 640 1520 661"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Evanston Insurance Company	35378	INSURER B: Hartford Fire Insurance Co.	19682	INSURER C: Underwriters At Lloyds London	15792	INSURER D: Hartford Accident & Indemnity Company	22357	INSURER E: Twin City Fire Insurance Company	29459	INSURER F:	
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INSURER F:															

COVERAGES
CERTIFICATE NUMBER: 570110041397

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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			08CSEQU4161	01/01/2025	01/01/2026	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$2,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$15,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$2,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$4,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$4,000,000</td></tr> </table>	EACH OCCURRENCE	\$2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	MED EXP (Any one person)	\$15,000	PERSONAL & ADV INJURY	\$2,000,000	GENERAL AGGREGATE	\$4,000,000	PRODUCTS - COMP/OP AGG	\$4,000,000
EACH OCCURRENCE	\$2,000,000																		
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GENERAL AGGREGATE	\$4,000,000																		
PRODUCTS - COMP/OP AGG	\$4,000,000																		
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			08 UEN QU4162	01/01/2025	01/01/2026	<table border="1"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$2,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td></td></tr> <tr><td>BODILY INJURY (Per accident)</td><td></td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td></td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000	BODILY INJURY (Per person)		BODILY INJURY (Per accident)		PROPERTY DAMAGE (Per accident)					
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PROPERTY DAMAGE (Per accident)																			
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EACH OCCURRENCE																			
AGGREGATE																			
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	08WNQU4160 AOS 08WBRQU4163 WI	01/01/2025	01/01/2026	<table border="1"> <tr><td><input checked="" type="checkbox"/> PER STATUTE</td><td><input type="checkbox"/> OTHER</td></tr> <tr><td>E.L. EACH ACCIDENT</td><td>\$1,000,000</td></tr> <tr><td>E.L. DISEASE-EA EMPLOYEE</td><td>\$1,000,000</td></tr> <tr><td>E.L. DISEASE-POLICY LIMIT</td><td>\$1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER	E.L. EACH ACCIDENT	\$1,000,000	E.L. DISEASE-EA EMPLOYEE	\$1,000,000	E.L. DISEASE-POLICY LIMIT	\$1,000,000				
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E.L. DISEASE-POLICY LIMIT	\$1,000,000																		
C	Architects & Engineers Professional			PSDEF2500033 Professional/Claims Made	01/01/2025	01/01/2026	<table border="1"> <tr><td>Each Claim</td><td>\$1,000,000</td></tr> <tr><td>Aggregate</td><td>\$1,000,000</td></tr> <tr><td>Deductible</td><td>\$5,000,000</td></tr> </table>	Each Claim	\$1,000,000	Aggregate	\$1,000,000	Deductible	\$5,000,000						
Each Claim	\$1,000,000																		
Aggregate	\$1,000,000																		
Deductible	\$5,000,000																		

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

RE: Project Name: Central Avenue Safety Improvement Project.
 The City of Alameda, its City Council, boards, commissions, officials, employees and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of the City of Alameda in accordance with the policy provisions of the General Liability and Automobile Liability policies.

CERTIFICATE HOLDER
CANCELLATION

8/6/2025

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

 City of Alameda, Base Reuse and Transportation Planning Department
 Attn: Gail Payne, Senior Transportation Coordinator
 2263 Santa Clara Avenue, Room 130
 Alameda CA 94501 USA

Aon Risk Services Northeast, Inc.

Holder Identifier : ABCEF

Certificate No : 570110041397

AGENCY CUSTOMER ID: 10518329
LOC #:



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED CDM Smith Inc.
POLICY NUMBER See Certificate Number: 570110041397		
CARRIER See Certificate Number: 570110041397	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM, FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance	
01.01.25 - 01.01.26 Professional	
Policy: PSDEF2500033	
Beazley (Syndicates 2623/0623) - 25%	
BRIT (Syndicate 2987) - 25%	
Arch Insurance (UK) Limited - 5%	
Convex Insurance UK Limited - 7.5%	
Lloyds Syndicates - 12.5% 4242 - 6.25%, 457 - .9375% - 1.5625%, 4711 - 1.25%, 1686 - 1.25%, 5555 - 1.25%	
Lloyds Syndicate 1458 - 10%	
Lloyds Syndicate 1618 - 15%	

POLICY NUMBER: 08 CSE QU4161

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19**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
Any person or organization for whom you have agreed in a written contract or agreement, prior to an "occurrence" or offense, that such person or organization on be added as an additional insured to your policy.	All locations as required by a written contract or agreement entered into prior to an 'occurrence' or offense
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.

- 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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: 08 CSE QU4161

COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER: 08 UEN QU4162

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: CDM Smith, Inc
Endorsement Effective Date: 01/01/2025

SCHEDULE

Name Of Person(s) Or Organization(s): BLANKET AS 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.

POLICY NUMBER: 08 UEN QU4162

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: CDM Smith, Inc. End
Endorsement Effective Date: 01/01/2025

SCHEDULE

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



75 State Street, Suite 701
Boston, Massachusetts 02109
tel: 617 452-6000

CERTIFICATE

I, Paul T. Milligan, Secretary/Clerk of CDM Smith Inc., a Massachusetts corporation, do hereby certify that William E. Hurrell holds the position of Vice President, which entitles Mr. Hurrell to execute and deliver proposals, contracts and agreements for the performance of professional services in the name and on behalf of CDM Smith Inc. Further, Mr. Hurrell has been delegated the authority to execute and deliver proposals, contracts and agreements for the performance of professional services specifically for the project titled Clement Avenue Safety Improvement Project in the City of Alameda, California up to \$1,360,633.

I further certify that the foregoing is consistent with the Contract Signing Authority Policy and with the By-laws of the said corporation.

IN WITNESS WHEREOF, I have executed this certificate and have caused the corporate seal of CDM Smith Inc. to be hereunder affixed on this 25th day of May 2022.

A handwritten signature in blue ink that reads "Paul T. Milligan".

Paul T. Milligan- Secretary/Clerk of the Corporation

