

THIRD AMENDMENT TO AGREEMENT

This Third Amendment of the Agreement, entered into this ____ day of _____, 2022 (the “**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter “**City**”), and **CDM Smith, Inc.**, a Massachusetts corporation, whose address is 220 Montgomery Street, Suite 1418, San Francisco, CA 94104 (hereinafter “**Provider**”), is made with reference to the following:

RECITALS:

A. On December 18, 2018, an agreement was entered into by and between City and Provider (hereinafter “**Agreement**”) in an amount not to exceed \$600,301.

B. On June 10, 2020, a First Amendment to Agreement was entered into by and between City and Provider (hereinafter “**First Amendment**”) to extend the term of the Agreement to June 30, 2022.

C. On July 7, 2020, a Second Amendment to Agreement was entered into by and between City and Provider (hereinafter “**Second Amendment**”) to increase the compensation by \$530,332, for total compensation under the Agreement not to exceed \$1,130,633.

D. City and Provider desire to further modify the Agreement to extend the contract amount on the terms and conditions set forth herein.

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

1. Section 1 (“**Term**”) of the Agreement is modified to read as follows:

“The term of this Agreement shall commence on the 18th day of December 2018, and shall terminate on the 31st day of December 2023, unless terminated earlier as set forth herein.”

2. 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 Exhibits A, A1 and A2 as requested. The Provider acknowledges that the work plan included in Exhibits A, A1 and A2 is tentative and does not commit the City to request Provider to perform all tasks included therein.”

3. 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 Exhibits B, B1 and B2 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 Exhibits B, B1 and B2.”

“b. The total compensation under this Third Amendment to Agreement shall not exceed \$230,000 including contingencies. Total compensation for this Agreement is \$1,360,633.”

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.

Signatures on following 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

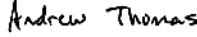


William E. Hurrell, P.E.
Vice President

CITY OF ALAMEDA
A Municipal Corporation

Dirk Brazil
Interim City Manager

RECOMMENDED FOR APPROVAL

DocuSigned by:

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Andrew Thomas
Planning, Building and Transportation
Director

APPROVED AS TO FORM:
City Attorney

DocuSigned by:

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Celena H. Chen
Chief Planning Counsel

Scope of Work – Amendment 3

Presented below is the Scope of Work for Amendment 3 to the professional services contract between the City of Alameda and CDM Smith for the Clement Avenue Safety Improvement Project. This amendment is needed to extend the contract period of service through the construction phase of the project and to provide funding for additional planning services and engineering support during construction.

Supplemental planning and design is needed to address environmental conditions that were not clearly recognized and understood during initial design scoping. Highly sensitive cultural resources, the existing railroad and associated hazardous materials, drainage problems and coordination with multiple ongoing redevelopment projects has required a greater than anticipated level of project planning work.

Engineering and environmental compliance support services are also needed through the construction phase to support the City in responding to contractor questions, verifying compliance with the contract documents, evaluating and processing construction change orders and developing a final set of as-built record drawings. CDM Smith with its subconsultant, Pacific Legacy, will also provide archaeological expertise and services in compliance with state required protection measures for sensitive cultural resources.

Task 1 – Project Management and Coordination

Project management activities will be extended through the completion of the construction phase, which is currently estimated for the end of 2023. This task will include coordination of design and construction engineering activities; clear lines of communication; and timely and accurate invoices with progress reports. Changes in conditions that may result in impacts to the project budget or schedule will be reported immediately upon identification so that corrective actions may be made in a timely manner. Ongoing quality assurance will continue with pre-defined QA/QC activities, milestones and schedules for completion that include technical specialist reviews and independent quality control checks.

The CDM Smith Project Manager will serve as the primary point of contact through completion of the construction phase. Responsibilities include identifying and providing the necessary staffing and other resources to complete the work, and for coordination with City staff to obtain required information and communicate problems or unanticipated conditions. Project management also includes tracking project budget and completion status, monthly progress reports, project invoice preparation, filing and general project administration.

This task includes preparation for, attendance at, and facilitation of project related meetings to provide status updates, share information and coordinate project design and construction activities. Technical coordination meetings will be held with City staff, the design team, the Construction Manager (CM), the construction contractor, and other attendees as deemed appropriate. For each meeting, CDM Smith will prepare an agenda, appropriate presentation materials, invitation notices, sign-in sheets, and meeting notes. The following meetings are included:

- Up to eighteen Technical Coordination meetings with City staff and others as needed to provide updates on progress and discuss project design and construction issues.
- Up to three property owner's meetings to provide information on construction activities, receive and discuss comments and questions and coordinated access issues.

- Up to ten utility coordination meetings to discuss project related conflicts with existing utility infrastructure and coordinate utility relocations.
- One pre-construction conference with the City, the CM, the Construction Contractor, appropriate subcontractors, and utility companies. CDM Smith will present information on key project features and locations, special environmental issues, and support discussion of communication protocols, administrative procedures, project team members and roles, project schedule, work constraints, submittal process, requests for information (RFI) process, contract change order (CCO) process, safety responsibilities, meeting schedules, progress payment process, materials testing requirements, closeout documentation, permit requirements, and coordination with local utilities. It is assumed that the City or CM will lead this meeting.
- Up to six construction progress meetings and other construction meetings as requested by the City. At a minimum, the meetings will review the project status, submittal status, RFI status, CCO status, and the Contractor's three-week look-ahead schedule.
- Up to two site visits per month, for a total of up to 18, during the construction phase to evaluate constructed improvements for consistency with the design and answer design related questions from the Contractor and others as needed.

Assumption(s):

- The contract term will be extended by 18 months from the current expiration date of June 30, 2022 through the end of 2023, providing 3 additional months for completion of final design, 12 months for construction contractor procurement, construction, and final project documentation and approximately 3 months additional time for contingencies.

Deliverables

- Monthly invoices with progress reports.
- Agendas and meeting notes will be prepared for the meetings identified above. Draft agendas will be distributed one week prior to the meeting and meeting notes will be distributed within one week of the meeting.
- Presentations, sign-in sheets, design details and other materials will be provided as appropriate for the specific meeting.

Tasks 2 through 5

No changes are needed to these tasks.

Task 6 – Final Plans, Specifications, and Cost Estimates (PS&E)

Supplemental design activities are needed to address complex environmental conditions within the project area that were not clearly recognized and understood during the initial planning. Special design modifications and additional coordination with Caltrans and Native American Tribes are needed to avoid impacts to highly sensitive cultural resources present in the project area. Additional planning, field investigations and design is also needed to properly execute the removal, salvage and disposal of the existing railroad tracks beneath the project corridor and provide for the associated roadway and

sidewalk reconstruction. Additional design coordination is also needed with multiple ongoing redevelopment projects (Alameda Marina, Pennzoil, Boatworks).

Specific additional planning and design work includes:

- An Extended Phase 1 archaeological field investigation.
- Development of an Environmentally Sensitive Area (ESA) boundary and Action Plan to protect highly sensitive cultural resources.
- Railroad track field investigations to support the removal and reconstruction design and to define requirements for materials disposal and salvage.
- Coordination with ongoing development projects to provide design information for project improvements to be implemented by the developers as part of their Conditions of Approval.
- Detailed designs of location specific ADA and stormwater management improvements.

Assumption(s):

- The additional design features will be included in the final 100 percent design package to be advertised for construction bids.

Deliverables

- Design plans and specifications detailing the requirements for:
 - Implementation of the ESA Action Plan for sensitive cultural resources,
 - Railroad removal and roadway reconstruction,
 - Improvements to be constructed by others as part of the redevelopment projects along the corridor,
 - Site specific sidewalk and stormwater management improvements for ADA compliance and reducing flooding problems.

Task 7

No change.

Task 8 – Engineering Services During Construction

CDM Smith will provide construction engineering support for the project including as-needed on-site support to the City for clarifying design issues, verifying compliance with the contract documents, addressing requests for information (RFIs), reviewing contractor submittals, and evaluating and processing construction change orders. CDM Smith will support the City's independent CM with engineering related services during construction to facilitate their management of the project's construction.

Field Visits

CDM Smith will conduct monthly, or as requested, site visits to answer design related questions and support the City's on-site representative in observing the Contractor's work for conformance with the Contract Documents. The City's CM will have primary responsibility in observing constructed facilities prior to burial,

observing tests required to be performed by the Contractor or referenced in the contract documents and accepting work completed by the Contractor.

CDM Smith will coordinate with City and CM staff to combine the field visits with construction progress meetings and other construction meetings to review the project status, submittal questions, RFI's, CCO's, and the Contractor's construction schedule.

Each site visit will be documented with photographs and written notes to illustrate and describe items that were inspected and/or discussed and to document decisions made or direction provided to the Contractor. The Consultant shall also maintain a copy of redlined drawing markups to document and deviations from the design that were observed.

Environmentally Sensitive Area (ESA) Action Plan

CDM Smith and its Consulting Archaeologist subconsultant Pacific Legacy will provide archaeological expertise and services for the implementation of the state approved ESA Action Plan for the protection of sensitive on-site cultural resources. The following activities will be conducted as specified in the ESA Action Plan:

- The Consulting Archaeologist will attend the related meetings to ensure the environmental commitments of the ESA Action plan are addressed.
- The ESA will be discussed during a pre-construction coordination meeting/training session. A training session will be held with presentations by the Consulting Archaeologist and Native American monitor(s).
- Prior to beginning ground disturbing activities, the Construction Contractor will establish the ESA boundaries by placing temporary marking on the roadway pavement and sidewalk concrete surfaces and/or signage. The installation of temporary ESA marking and/or signage will take place under the direction of the City's Resident Engineer and Consulting Archaeologist
- The City's Consulting Archaeologist and City's Resident Engineer will be responsible for inspection of temporary ESA marking and/or signage on at least a weekly basis during active construction periods. The Native American Monitor will be invited to the weekly inspection.
- If the vertical ESA is breached, the City's Consulting Archaeologist will notify the City's Resident Engineer, City's Construction Contractor, Caltrans Project Archaeologist, and consulting Native American tribal representatives as appropriate to determine how unanticipated effects will be addressed and how further ESA breaches will be prevented. If the Consulting Archaeologist is not present, the area will be secured and operations within 100 ft. of the ESA boundary will cease.
- If the vertical ESA is damaged, the City's Resident Engineer, City's Construction Contractor, Caltrans Project Archaeologist, City's Consulting Archaeologist, and consulting Native American tribal representatives as appropriate will determine what efforts are necessary to assess and remedy the damage and who will carry out the remedy.
- In the event of a discovery of materials associated with the known sensitive area or an unanticipated discovery, the City's Consulting Archaeologist will conduct an inspection and provide

recommendations and guidance for the appropriate next steps and process for managing the discovery.

- The City's Construction Contractor will be notified when temporary ESA marking and/or signage is no longer required as determined by the City's Resident Engineer in consultation with the City's Consulting Archaeologist and Caltrans Project Archaeologist. The City's Construction Contractor will ensure that temporary ESA marking and/or signage is removed.

SWPPP Amendments

CDM Smith will provide a Qualified SWPPP Developer (QSD) to prepare Stormwater Pollution Prevention Plan (SWPPP) amendments to document modifications to the construction site stormwater runoff controls that are determined to be necessary by the designated Qualified SWPPP Practitioner (QSP), or other qualified individual. SWPPP amendments will be provided to the Contractor for insertion into the onsite SWPPP and submitted to the City for upload to the Stormwater Multi Application and Report Tracking System (SMARTS). It assumed that the City's designated Legally Responsible Person (LRP), will manage compliance related submittals for the NPDES General Construction Permit including submitting the NOI and NOT.

Requests for Information (RFIs)

CDM Smith will provide clarification and interpretation of drawings and specifications, as requested by the City or CM, in response to requests for information (RFIs) from the Contractor. The Consultant will review RFIs and work with the Contractor, the City and others as needed, to develop appropriate written clarifications. Design clarifications shall be coordinated with the City's on-site representative and other staff to address questions raised by the Contractor, vendors, City staff, regulators, and others. RFIs shall be submitted to the CM who will then determine whether Consultant support is required to develop a response.

Construction Change Orders

As requested by the City, CDM Smith will assist in evaluating changed conditions, construction contract requirements, and preparing documentation and revised design information to support construction change orders to be incorporated into the contract.

CDM Smith will prepare or review CCO documentation as requested by the City. Anticipated assignments may include: assistance in preparing requests to the Contractor for proposals for extra or changed work; evaluating contract documents to determine if a CCO is appropriate; preparation of cost estimates and review of Contractor cost estimates. Preparation of small drawings, sketches or specifications for extra or changed work items may be prepared under this task.

Submittals

CDM Smith will provide the CM with submittal reviews as requested by the City. Submittals will be screened to determine their completeness before reviewing them (or forwarding them to the designer for review). Submittals determined to be incomplete will be returned to the Contractor for correction. On an as-needed basis, submittals will be reviewed and written responses provided with comments, and recommendations as to review status (e.g., no exceptions noted, amend and resubmit, etc.). Submittal review will determine if the items will, after proper installation and incorporation in the work, conform to the requirements of the construction Contract Documents and be compatible with the design concept of the completed project as a functioning whole. Submittal review and approval will not extend to means, methods, techniques, sequences or procedures of construction (except where a particular means, method, technique, sequence or procedure of construction is specifically and expressly called for by the construction Contract Documents) or to safety

precautions or programs incident thereto. Substitutions of equipment, materials, or methods; and minor design changes proposed by the Contractor shall also be reviewed under this task.

Compile and Submit Final Project Documents

CDM Smith will provide the City with a set of project record documents. At a minimum, these will include field reports and photographs, meeting notes and other correspondence, and documentation of submittals, RFIs, and CCOs that were reviewed or prepared.

Develop Record Drawings

CDM Smith will review the Contractor's working record drawing markups for general completeness and advise the Contractor of additions or clarifications that are needed. Based on the Contractor's redline markups, and other markups provided by the City or CM, CDM Smith will draft a complete set of record drawings for the completed project. CDM Smith will submit one set of record drawings in electronic PDF format identifying changes to the design made during construction.

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 the Construction Contractor and CDM Smith and will work with the City to determine when engineering support services are required by CDM Smith.
- The Construction Contractor will submit RFIs, submittals and other requests to the CM, who will then forward information to the City and CDM Smith as appropriate.

Deliverables

- One ESA Action Plan training presentation at the pre-construction conference or other meeting to the City, CM, Construction Contractor and others as deemed appropriate.
- Up to 18 bimonthly field visits, inspections and guidance related to the required implementation of the ESA Action Plan or management of discoveries of cultural resources during construction.
- Written responses for up to twenty RFIs and ongoing coordination and communications as needed to resolve the issue.
- Evaluation of up to ten submittals from the Construction Contractor and written responses to indicate approval, rejection or the need for additional information.
- Evaluation of up to five CCOs with preparation and review of cost estimates, small drawings, sketches or specifications for extra or changed work items. Additional design for significant project changes due to unforeseen conditions are not included.
- Development of up to five SWPPP amendments to support compliance with the stormwater construction permit.
- Final project documentation package including field reports and photographs, meeting notes and other correspondence, and documentation of submittals, RFIs, and CCOs.
- One set of project Record Drawings in PDF format.

City of Alameda Clement Avenue Safety Improvement Project Construction Phase Services Cost Proposal 5/13/2022					
		Cost			
Task		CDM_Smith	Pacific Legacy	CHS	Total
1	Project Management				
1	Project Management	\$ 34,399	\$ -	\$ 2,222	\$ 36,620
	Subtotal	\$ 34,399	\$ -	\$ 2,222	\$ 36,620
2	Existing Conditions	No Change			
3	Options Analysis	No Change			
4	Options Refinement	No Change			
5	Environmental Clearance	No Change			
6	Final Plans, Specifications, and Estimates (PS&E)				
6	Supplemental PS&E Services	\$ 77,076	\$ -	\$ -	\$ 77,076
	Subtotal	\$ 77,076	\$ -	\$ -	\$ 77,076
7	Bidding Support	No Change			
8	Construction Engineering Services				
8	Construction Engineering Services	\$ 61,307	\$ 26,364	\$ 8,283	\$ 95,954
	Subtotal	\$ 61,307	\$ 26,364	\$ 8,283	\$ 95,954
Total Cost		\$ 172,782	\$ 26,364	\$ 10,504	\$ 209,650

Alameda Clement Avenue Safety Improvement Project
Construction Phase Services

Firm (Prime): CDM Smith

Task	Jensen, David J	Hurrell, William	Schuster, Stefan L	Guerra, Agueda V	Gunther, Jake H	David, Damien	Seidman, Hadley	Ruppert, Daneel	Siddiqui, Shaheen W	Vadenais, Russell H	Davis, Kara M	Paulsen, Kelly L	Barzyk, Corine A	Wood, Christine	Hours Total	Base Year Labor Cost	Direct Costs	Total Costs
1 Project Management																		
1 Project Management	8	2	60									20	30	40	160	\$ 32,398	\$ 2,001	\$ 34,399
2 Existing Conditions									No Change									
3 Options Analysis									No Change									
4 Options Refinement									No Change									
5 Environmental Clearance									No Change									
6 Final Plans, Specifications, and Estimates (PS&E)																		
6 Supplemental PS&E Services	2	4	50	60	100	80	100	60	40		40				536	\$ 77,076		\$ 77,076
7 Bidding Support									No Change									
8 Construction Engineering Services																		
9 Construction Engineering Services	2	8	80	30	80	80	40			24	40				384	\$ 61,207		\$ 61,207
Total Hours	12	14	190	90	180	160	140	60	40	24	80	20	30	40	1,080	\$ 170,781	\$ 2,001	\$ 172,782



Alameda Clement Avenue Safety Improvement Project

Firm: Pacific Legacy Inc.

Task		Hannah Ballard	Lisa Holm	Elena Reese	Chris Peske	Scott Strimling	Griffen Bragagnolo	Hours Total	Base Year Labor Cost	Direct Costs (NA Mon)	Total Costs
1	Project Management	No Change									
1	Project Management							0	\$ -		\$ -
2	Existing Conditions	No Change									
3	Options Analysis	No Change									
4	Options Refinement	No Change									
5	Environmental Clearance	No Change									
6	Final Plans, Specifications, and Estimates (PS&E)										
6	Supplemental PS&E							0	\$ -		\$ -
7	Bidding Support	No Change									
8	Construction Engineering Services										
8	Construction Engineering Services	32	4	10	87	12	9	154	\$ 16,305	\$ 10,059	\$ 26,364
Total Hours		32	4	10	87	12	9	154	\$ 16,305	\$ 10,059	\$ 26,364

Alameda Clement Avenue Safety Improvement Project

Firm: CHS

Task		Chi-Hsin Shao	Kevin Stankiewicz	Frank Feng	Millicent Williams	Hours Total	Base Year Labor Cost	Direct Costs	Total Costs
1	Project Management								
1	Project Management	4			8	12	\$ 2,222		\$ 2,222
2	Existing Conditions	No Change							
3	Options Analysis	No Change							
4	Options Refinement	No Change							
5	Environmental Clearance	No Change							
6	Final Plans, Specifications, and Estimates (PS&E)								
6	Supplemental PS&E					0	\$ -		\$ -
7	Bidding Support	No Change							
8	Construction Engineering Services								
8	Construction Engineering Services		20	40	0	60	\$ 8,283		\$ 8,283
Total Hours		4	20	40	8	72	\$ 10,504	\$ -	\$ 10,504



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
12/27/2021

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 Suite 701 Boston MA 02109 USA	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: LM Insurance Corporation</td> <td>33600</td> </tr> <tr> <td>INSURER B: Liberty Insurance Corporation</td> <td>42404</td> </tr> <tr> <td>INSURER C: Liberty Mutual Fire Ins Co</td> <td>23035</td> </tr> <tr> <td>INSURER D: Lloyd's Syndicate No. 2623</td> <td>AA1128623</td> </tr> <tr> <td>INSURER E: Commerce & Industry Ins Co</td> <td>19410</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: LM Insurance Corporation	33600	INSURER B: Liberty Insurance Corporation	42404	INSURER C: Liberty Mutual Fire Ins Co	23035	INSURER D: Lloyd's Syndicate No. 2623	AA1128623	INSURER E: Commerce & Industry Ins Co	19410	INSURER F:	
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INSURER D: Lloyd's Syndicate No. 2623	AA1128623														
INSURER E: Commerce & Industry Ins Co	19410														
INSURER F:															

COVERAGES
CERTIFICATE NUMBER: 570090842511

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:			TB7611B8T8Z6042	01/01/2022	01/01/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
C	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			AS2-611-B8T8Z6-062	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WA561DB8T8Z6012	01/01/2022	01/01/2023	☒ PER STATUTE ☐ OTHER
A	AOS WC5611B8T8Z6022 WI				01/01/2022	01/01/2023	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
D	Archit&Eng Prof			PSDEF2200033 Professional/Claims Made	01/01/2022	01/01/2023	Each Claim \$1,000,000 Aggregate \$1,000,000

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

Re: Clement Avenue Safety Improvements.
 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 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

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

Holder Identifier : ABCDEFQJ0

Certificate No : 570090842511



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED CDM Smith Inc.	
POLICY NUMBER See Certificate Number: 570090842511			
CARRIER See Certificate Number: 570090842511	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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
B		N/A		WA761DB8T8Z6032 MA & PR	01/01/2022	01/01/2023		

AGENCY CUSTOMER ID: 10518329
LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED CDM Smith Inc.
POLICY NUMBER See Certificate Number: 570090842511		
CARRIER See Certificate Number: 570090842511	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		
Professional Liab Policy # PSDEF2200033		
Beazley (Syndicates 2623/0623) - 25% BRIT (Syndicate 2987) - 25% Munitus (Syndicate 4242) - 12.5% Re/Rn (Syndicate 1458) - 10% Castelmga (Syndicate 2525) - 5% Convex (Syndicate 1984) - 7.50% Berkshire - 15%		

POLICY NUMBER: TB7611B8T8Z6042

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

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 shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any Person or Organization to whom you become obligated to include as an Additional Insured as a result of any contract or agreement you enter into.	Per the contract or agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Policy Number TB7-611-B8T8Z6-042
Issued by Liberty Insurance Corp.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE AMENDMENT – SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

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

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person(s) or organization(s) shown in the Schedule of this endorsement that qualifies as an additional insured on this Policy, this Policy will apply solely on the basis required by such written agreement and Paragraph **4. Other Insurance** of **Section IV – Conditions** will not apply. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph **4. Other Insurance** of **Section IV – Conditions** will apply. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured for the same "occurrence", claim or "suit".

Schedule

Name of Person(s) or Organization(s):

Any person(s) or organization(s) to whom you are obligated by a written agreement to procure Additional Insured coverage under your policy.

POLICY NUMBER: TB7611B8T8Z6042

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:

PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO

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.

Policy Number TB7-611-B8T8Z6-042

Issued by LIBERTY INSURANCE CORPORATION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**NOTICE OF CANCELLATION TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
 MOTOR CARRIER COVERAGE PART
 GARAGE COVERAGE PART
 TRUCKERS COVERAGE PART
 EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
 SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
A Schedule of each person or Organization provided to us by the First Named Insured within 15 days of written cancellation notice received by the First Named Insured for any reason other than nonpayment of premium As Required by Written Contract		30

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: AS2-611-B8T8Z6-062

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.

SCHEDULE**Name Of Person(s) Or Organization(s):**

Blanket - Any person or organization whom you have agreed in writing to add as an Additional Insured but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

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: AS2-611-B8T8Z6-062

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.

SCHEDULE

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

Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.

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.

Policy Number AS2-611-B8T8Z6-062

Issued by LIBERTY MUTUAL FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
 MOTOR CARRIER COVERAGE PART
 GARAGE COVERAGE PART
 TRUCKERS COVERAGE PART
 EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
 SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Blanket – as required by written contract		30

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**NOTICE OF CANCELLATION TO THIRD PARTIES**

- A.** If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B.** This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per Schedule on file with Broker	Per Schedule on file with Broker	30

All other terms and conditions of this policy remain unchanged.

Issued by LM Insurance Corporation

For attachment to Policy No. WA5-61D-B8T8Z6-012 Effective Date 1/1/2022 Premium \$

Issued to



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

