

SERVICE PROVIDER AGREEMENT

THIS SERVICE PROVIDER AGREEMENT ("**Agreement**") is entered into this 18th day of April, 2018, by and between 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**"), in reference to the following:

RECITALS:

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: Engineering, planning and outreach services for transportation complete street projects. City staff issued a request for qualifications on October 17, 2017. After a submittal period of 28 days, City staff received 13 timely submitted qualifications, interviewed 9 consultant teams, and selected 5 as qualified Engineering Teams on the Certified List. On January 18, 2018, City staff issued a request for proposals to the Engineering Teams on the Certified List for the Central Avenue Complete Street Project Initiation Document and Optional Amendments for the Project Approval and Environmental Document and the Plans, Specifications and Estimate. After a submittal period of 21 days, City staff received 4 timely submitted proposals and selected the Engineering Team that best meets the City's needs.
- C. Provider is specially trained, experienced and competent to perform the special services that will be required by this Agreement.
- D. City and Provider desire to enter into an agreement for engineering, planning and outreach services for transportation complete street on Central Avenue, upon the terms and conditions herein.

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

1. TERM:

The term of this Agreement shall commence on the 18th day of April 2018, and shall terminate on the 30th day of June 2019, unless terminated earlier as set forth herein.

This Agreement may be mutually extended on a year-by-year basis, for up to four (4) additional years, at the sole discretion of the City Manager, based, at a minimum, upon satisfactory performance of all aspects of this Agreement. The City Manager may submit written notice that the Agreement is to be extended at the same terms and compensation as the existing Agreement.

2. SERVICES TO BE PERFORMED:

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

3. COMPENSATION TO PROVIDER:

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 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 B.

b. The total compensation for the work under this Agreement is not to exceed **\$372,928**.

4. STANDARD OF CARE:

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

5. INDEPENDENT PARTIES:

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider.

6. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

7. NON-DISCRIMINATION:

Consistent with City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Provider or Provider's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex,

age, or sexual orientation will not be tolerated. Provider agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

8. HOLD HARMLESS:

a. Provider shall indemnify, defend, and hold harmless the City, its City Council, boards, commissions, officials, employees, and volunteers ("**Indemnitees**") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("**Claims**"), arising from or in any manner connected to Provider's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Provider. However, Provider shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

b. **Indemnification for Claims for Professional Liability Only:** As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.

c. Provider's obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

9. INSURANCE:

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with subsections 10A, B, C and D. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda. Attention: Risk Manager."

b. It is agreed that Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

A. COVERAGE:

Provider shall maintain the following insurance coverage:

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000 each occurrence
	\$2,000,000 aggregate - all other

Property Damage:	\$1,000,000 each occurrence
	\$2,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury:	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence

or

Combined Single Limit:	\$2,000,000 each occurrence
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(4) Professional Liability:

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Provider in the following minimum limits:

\$1,000,000 each occurrence

B. SUBROGATION WAIVER:

Provider agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Provider shall look solely to its insurance for recovery. Provider hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Provider or City with respect to the services of Provider herein, a waiver of any right to subrogation which any such insurer of said Provider may acquire against City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Provider's name or as an agent of the Provider and shall be compensated by the Provider for the costs of the insurance

premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. ADDITIONAL INSURED:

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except worker's compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider.

10. CONFLICT OF INTEREST:

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement requires Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

11. PROHIBITION AGAINST TRANSFERS:

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager may consent or reject such request in his/her sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Provider, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Provider is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of the corporation.

12. APPROVAL OF SUB-PROVIDERS:

a. Only those persons and/or businesses whose names and resumes are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in his/her sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by the Provider. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement.

c. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information which the Provider then analyzes and incorporates into its work product.

13. PERMITS AND LICENSES:

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City Business License that may be required in connection with the performance of the services and tasks hereunder.

14. REPORTS:

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or his/her designee.

c. Provider shall, at such time and in such form as City Manager or his/her designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

d. Notwithstanding any other provision of this Agreement to the contrary, Provider shall retain its rights in its pre-existing standard drawing details, designs, specifications, databases, computer software, proprietary information, documents, templates, and any other property owned by Provider on the date of this Agreement or developed outside of this Agreement.

15. RECORDS:

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of the Provider's performance under the Agreement, as well as maintain books and records related to sales, costs,

expenses, receipts and other such information required by City that relate to the performance of the services and tasks under this Agreement (collectively the “**Records**”).

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

16. NOTICES:

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to City shall be addressed to City at:

City of Alameda
Base Reuse and Transportation Planning Department
2263 Santa Clara Avenue, Room 130
Alameda, CA 94501
ATTENTION: Gail Payne, Senior Transportation Coordinator
Ph: (510) 747-6892

e. All notices, demands, requests, or approvals from City to Provider shall be addressed to Provider at:

CDM Smith
220 Montgomery Street, Suite 1418
San Francisco, CA 94104
ATTENTION: Thaddeus Wozniak, P.E.
Ph: 415-495-6201

17. SAFETY:

a. The Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. The Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. The Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. The Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

18. TERMINATION:

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within seven (7) business days after receipt by Provider from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default; City may thereafter immediately terminate the Agreement forthwith by giving to the Provider written notice thereof.

b. The foregoing notwithstanding, City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

19. ATTORNEY'S FEES:

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this

Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorneys' fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the Alameda City Attorney's services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

20. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the Term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by the Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by City.

21. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed in a State or Federal court of competent jurisdiction in the County of Alameda, State of California.

22. WAIVER:

A waiver by City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

23. INTEGRATED CONTRACT:

The Recitals and Exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Provider.

24. CAPTIONS:

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

Signatures on next page

IN WITNESS WHEREOF, the parties have caused the 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



Elizabeth D. Warmerdam
Acting City Manager

By:
Title:

RECOMMENDED FOR APPROVAL



Jennifer Ott
Base Reuse and Transportation Planning
Director

APPROVED AS TO FORM:
City Attorney



Andrico Q. Penick 3/28/19
Assistant City Attorney

Alameda Central Avenue Complete Street

Project Scope of Work – PID Phase

1. Project Management

The scope outlined below for Project Management will cover activities through the Project Initiation Phase. Scope for tasks, as needed, will be added or expanded for the future optional tasks. The subtasks described below will allow CDM Smith (CONSULTANT) to 1) measure contract conformance, 2) manage risks, changes and quality, 3) lead the CONSULTANT team, 4) communicate with the City of Alameda (CITY), and 5) successfully deliver the requirements of this scope of work.

1.1 Project Management Plan (PMP)

CDM Smith (CONSULTANT) will update and maintain a PMP that will include a project risk register and a project schedule. The risk register will identify potential risks and delineate the actions needed to mitigate the risks. The PMP will be reviewed at the monthly coordination meetings and updated accordingly.

Deliverable(s):

1. Project Schedule (electronic P6 and PDF).
2. PMP (electronic PDF or DOCX).

1.2 Monthly Progress Reports and Invoices

The CONSULTANT will submit a progress report and invoice each month in a format that is agreed upon by the CITY.

Invoices will be tracked at the task level, including SUBCONSULTANTS.

Progress reports will describe the work accomplished during the billing period, including the status of individual tasks, meetings attended, and action or information needed from the CITY. The progress reports will include a summary of start, finish, and percent complete for deliverable tasks during the billing period, percent complete of overall project elements, tasks performed over the billing period, and anticipated deliverable tasks for the next month. Meetings attended will also be cited. The progress reports will also identify any problems, issues, concerns and project scope, schedule, and budget and impacts and will offer potential solutions for resolving them.

Assumption(s):

Monthly progress reports and invoices will be for the period of April 2018 through March 2019.

Deliverable(s):

1. Monthly progress reports (electronic PDF).

will be included in a Quality Management Plan (QMP). QA provides a framework for consistent work practices, and QC prescribes procedures to ensure quality work practices are executed. The CONSULTANT Quality Manager (CQM) will confirm that QC procedures defined in the QMP are met prior to the release of deliverables to the CITY. The CITY Project Manager, will review the quality audits conducted by the CONSULTANT and at its discretion perform its own review of project QC documentation in coordination with the CQM.

1.5.1 Project Specific QMP

The CONSULTANT will prepare a draft and final QMP covering planned activities in the Project Initiation Phase. One revision to this QMP may be made during the Project Initiation Phase.

The following is a draft outline for the Project Initiation Phase QMP:

- Introduction
- Quality Control Reviews
- Checking of Calculations
- Checking of Drawings
- Quality Assurance
- Reporting Structure
- Document Control
- Control of Sub-Consultants

The QMP will identify and list the types of deliverables subject to quality review. The quality system approach will include the QC steps of originator, checker, back checker, corrector, and verifier and the QA audit checklist. The CQM will review the QMP with task leaders.

Assumption(s):

1. The QMP will only address Project Initiation Phase work activities
2. The draft QMP will be revised once based on the CITY a review comments.

Deliverable(s):

1. A Project Initiation Phase QMP including forms (e.g., Audit Report Checklist) in accordance with project submittal procedures and requirements
2. A spreadsheet or other tracking mechanism approved by the CITY that will track responses to each of the comments made by the CITY during the review of the draft and final QMP.

1.5.2 QA/QC Documentation

The CONSULTANT will prepare project deliverables in accordance with QMP requirements for the CITY's review and properly document the review comments and their resolution.

2.1.2 Management Team Meetings

The CONSULTANT will plan and facilitate up to six (6) management team meetings, held via conference call. The purpose of the meetings is to discuss and update the PMP, schedule, risk register, and issues log. Attendees will include the Project Manager from CDM Smith and the Project Manager from the CITY.

Assumption(s):

1. Meetings will be held via teleconference.
2. Meetings will be up to thirty (30) minutes and will be held every other month.

Deliverable(s):

1. Draft meeting notes (electronic PDF).
2. Final meeting notes (electronic PDF).

2.1.3 CITY and CONSULTANT Coordination Meetings

The CONSULTANT will plan and facilitate up to eleven (11) CITY staff and CONSULTANT team monthly meetings to coordinate work.

The CITY and CONSULTANT team meetings will include task leads. The purpose of the meetings is to coordinate and resolve project issues and will include only those key team members that need to attend.

Assumption(s):

1. Meetings will be up to two hours and will be held monthly.

Deliverable(s):

1. Meeting agendas.
2. Draft meeting notes (electronic PDF).
3. Final meeting notes (electronic PDF).

2.2 Coordination Meetings

2.2.1 Technical Advisory Committee (TAC) Meeting

The CONSULTANT will facilitate one (1) TAC meeting early in the PID process. The suggested TAC meeting would be held to review the corridor assessment and proposed changes to the previous conceptual design and prepare for the public outreach tasks. The CONSULTANT team will work closely with CITY staff to identify TAC members; preliminarily, we recommend that TAC members include internal CITY representatives from the Transportation Planning, Community Development, Public Works and other relevant departments. The CONSULTANT will prepare meeting materials; CITY staff will be responsible for final determination of TAC membership and will arrange meeting logistics.

Assumption(s):

One round of print or electronic outreach materials such as an e-blast, flier, or postcard to invite participants to the community workshop (described in Task 3.2 below), to be printed/distributed by CITY staff using a variety of existing CITY email lists and social media platforms.

Content for one to two questions or exercises on Open Forum, the CITY's online engagement website maintained by Peak Democracy/OpenGov.

Assumption(s):

1. The CITY will provide a single set of internally reconciled comments on the outreach materials from City staff, Caltrans, and any other project team members and will do a single round of edits to the materials.

Deliverable(s):

1. One-page fact sheet (draft and final)
2. Outreach materials (draft and final)
3. Content for exercises on Open Forum (up to two questions or exercises)

3.2 Community Workshop

The CONSULTANT will collaborate with CITY staff to organize and facilitate a community workshop focused on the Central Avenue/Webster Street intersection. The specific format of the workshop will be refined based on the CITY's objectives for the meeting. The CONSULTANT will provide meeting materials, a presentation, facilitation, and equipment such as easels, chart paper, workbooks, etc. as needed.

Assumption(s):

1. The CITY will provide the workshop location with required furniture, such as tables and chairs.
2. CONSULTANT will prepare meeting materials (as described in Task 3.4 below) and facilitate the meetings.

3.3 Stakeholder Meetings

The CONSULTANT will facilitate up to two stakeholder meetings to review the status of the Council-approved complete street concept, explain the PID process, and gather input on any unanswered questions relating to transportation deficiencies, project goals, and/or range of alternatives, with a particular focus on the Central Avenue/Webster Street intersection. Stakeholders will be identified in close consultation with the City, and may include local business owners and business associations; bicycle, pedestrian, and/or transit advocates; students and school representatives; and/or residents along the corridor. This scope assumes that City staff will provide contact information for individual stakeholders and will provide the meeting space; the CONSULTANT will prepare meeting materials (as described in Task 3.4 below) and facilitate the meetings.

1. One (1) Pre-PID meeting will be held at the Caltrans District 4 offices in Oakland.
2. The Pre-PID meeting will entail:
 - Preparing and finalizing the project charter
 - Preparing and finalizing the cooperative agreement
 - Setting the framework for getting consensus on the Purpose-and-Need
 - Setting the framework for agreeing on the design concept and scope
 - Agreeing on the basic design criteria
 - Identifying known deficiencies
 - Discussion on who is the lead agency for California Environmental Quality Act (CEQA)

Deliverable(s):

1. Meeting agenda.
2. Draft meeting notes (electronic PDF).
3. Final meeting notes (electronic PDF).

4.1.2 Develop Purpose-and-Need

The CONSULTANT will work with the CITY and Caltrans to develop a clearly defined Purpose-and-Need statement that identifies the initial transportation deficiency and establishes the objectives that will be met by the project. The Purpose-and-Need will be based on the existing Purpose-and-Need defined in the Concept Report, and be revised and expanded to incorporate changing conditions since the Concept Report was published to be compliant with Caltrans requirements.

Deliverable(s):

1. Draft Purpose-and-Need (electronic PDF).
2. Final Purpose-and Need statement (electronic PDF).

4.1.3 Gather and Review Existing Data

The CONSULTANT will obtain the available and most current maps and plans, including right-of-way maps and as-built plans. These could include aerial photography, orthophotography, LiDAR, Google Earth mapping, graphical information system (GIS) data, CADD design files, digital elevation models, and/or digital terrain models made available from the CITY and Caltrans. The CONSULTANT will not produce any additional mapping for this phase of the project.

The CONSULTANT will review previously related or adjacent studies for the project corridor provided by the CITY.

To maximize efficiency and consistency of information, the CONSULTANT will coordinate data collection activities with the PEAR.

The CONSULTANT will provide a list of data gathered and reviewed to the CITY for approval.

to incorporate stormwater treatment BMPs, and evaluating the potential related impacts to project alternatives, right-of-way needs, and project costs. The SWDR will be updated during the subsequent PA&ED, and PS&E phases of the project.

The CONSULTANT will coordinate this work with the PEAR water quality and stormwater evaluations to avoid duplicate work effort and maintain consistency in the project documentation.

The CONSULTANT will coordinate with the District Stormwater Coordinator to establish the expected level of documentation in the SWDR and develop a clear understanding of potential stormwater impacts within the project area.

The CONSULTANT will summarize the key findings in the SWDR within the PSR-PDS.

Deliverable(s):

1. Draft Stormwater Data Report (electronic PDF).
2. Final Stormwater Data Report (electronic PDF).

4.1.7 Transportation Planning Scoping Information Sheet

The CONSULTANT will prepare a Transportation Planning Scoping Information Sheet to verify that the project remains consistent with the planning level purpose-and-need and is consistent with planning concepts, statewide goals, and planning decisions.

Deliverable(s):

1. Draft Transportation Planning Scoping Information Sheet (electronic PDF).
2. Final Transportation Planning Scoping Information Sheet (electronic PDF).

4.1.8 PSR-PDS Survey Needs Questionnaire

The CONSULTANT will prepare a Survey Needs Questionnaire to establish vertical and horizontal project datums.

Deliverable(s):

1. Draft Survey Needs Questionnaire (electronic PDF).
2. Final Survey Needs Questionnaire (electronic PDF).

4.1.9 Division of Engineering Services PSR-PDS Scoping Checklist

The CONSULTANT will prepare a Division of Engineering Services Scoping Checklist to accurately identify the products and services required from Caltrans Headquarters Division of Engineering Services functional units for Statewide Transportation Improvement Program (STIP) projects.

Deliverable(s):

1. Draft Design Scoping Index (electronic PDF).
2. Final Design Scoping Index (electronic PDF).

Caltrans to collect available data necessary to effectively evaluate local traffic impacts associated with the project. It is estimated that daily and peak period traffic counts will be conducted for seven intersections along the corridor:

- Central Avenue at Main Street/Pacific Avenue;
- Central Avenue at Third Street/Taylor Avenue;
- Central Avenue at Fourth Street;
- Central Avenue at Fifth Street;
- Central Avenue at Webster Street;
- Central Avenue at Eighth Street; and
- Central Avenue at Sherman Street/Encinal Avenue.

In addition to traffic volumes, pedestrian and bicycle volumes may also be collected to assess the non-vehicular operations. These counts were collected in 2015 as part of the conceptual analysis phase. However, the project team will discuss with the CITY and Caltrans regarding the validity of the counts and collect new counts if necessary. For the purposes of this scope and budget, it is assumed that new non-vehicular traffic counts will not be collected.

Caltrans Traffic Accident Surveillance and Analysis System data will be collected to conduct an accident summary and evaluation for the most recent three-year period within the study area. For locations which are not under Caltrans right-of-way, the CITY will be contacted for the latest accident data. The accident evaluation will be used to identify potential high accident concentration.

The CONSULTANT will provide a list of data gathered and reviewed to the CITY for approval.

Deliverable(s):

1. List of data gathered and reviewed.

5.2 TEPA

Since this TEPA analysis will be conducted to support the PSR-PDS process, the analysis will be completed for the baseline year (2018) and the forecast horizon year of 2040 or 2045 (or other horizon year to be determined working with the team) using readily available data. One such source of data is the Alameda Point Economic Impact Report which has forecast data for this area for year 2035. If needed, extrapolation techniques will be used to forecast volumes. The following analysis scenarios will be included in the traffic study:

1. Existing (2018)
2. Future Horizon Year (2040/45) no project
3. Future Horizon Year (2040/45) with project (three alternatives)

Traffic analysis will be performed consistent with the Highway Capacity Methodology and will include the seven (7) study intersections, the analysis will be completed using

6.1.1 Prepare Draft PEAR

The PEAR document will include the following:

- Project information
- Project description (description of the project, the statement of purpose and need, and a description of the alternatives) and environmental setting
- Anticipated environmental approval (type of document and timeline)
- Summary statement
- Special considerations (e.g., National Environmental Policy Act (NEPA) /404, seasonal constraints, Section 7 and data gaps)
- Mitigation (description and cost)
- Anticipated permits (including timelines for acquiring permits)
- Disclaimer
- Reviewed by (signature block)
- Summary checklist
- Discussion of technical review
- List of preparers
- PEAR mitigation cost estimate

Assumption(s):

1. Analysis in the PEAR will be based on windshield surveys, existing data, literature and database searches, and aerial photographs obtained from the CITY.
2. No field work other than windshield surveys will be conducted for cultural or biological resources.
3. One review of the Draft PEAR by the CITY and two review rounds by Caltrans.

Deliverable(s):

1. Initial Draft PEAR (electronic PDF).
2. Initial Draft PEAR (hard copy).
3. Final Draft PEAR (electronic PDF).
4. Final Draft PEAR (hard copy).
- 5.

6.1.2 Prepare Final PEAR

The CONSULTANT will document and track comments received on the Draft PEAR and provide written responses for substantive comments. The CONSULTANT will revise the Draft PEAR and submit the Final PEAR for incorporation into the PSR-PDS.

Assumption(s):

1. Caltrans will assemble internal review comments for the Draft PEAR and for the final PEAR to ensure consistency in message and for efficiency.
2. One review of the Final PEAR by the CITY and two review rounds by Caltrans.

Deliverable(s):

1. No separate deliverable will be provided for this subtask. Instead the results of this study will be summarized in the PEAR, along with a WBS resources estimate and schedule for completing the Community Impacts studies for the PA&ED phase.

6.2.3 Visual and Aesthetics

The CONSULTANT will assess the project's visual impact for the PEAR. To achieve this, the CONSULTANT will conduct a "windshield survey" to review the existing corridor conditions followed by a thorough review of the proposed changes. It is unlikely that a full Visual Impact Assessment would be needed for the PA&ED phase. However, the CONSULTANT will conduct a PEAR-level analysis of the setting, risks, and assumptions to validate this preliminary conclusion.

Deliverable(s):

1. No separate deliverable will be provided for this subtask. Instead the results of this study will be summarized in the PEAR, along with a WBS resources estimate and schedule for completing the visual and aesthetics studies for the PA&ED phase.

6.2.4 Cultural Resources

The CONSULTANT will request a records search and literature review from the Northwest Information Center of the California Historical Resources Information System in Rohnert Park, California. The CONSULTANT will present the results in the PEAR in text and tabular form.

The CONSULTANT will contact the Native American Heritage Commission with a request for a search of the Sacred Lands File and a request for a list of potential Native American stakeholders for Alameda County who may have information regarding cultural resources within the project area. The CONSULTANT will contact those potential stakeholders via certified letter with a request for consultation. Results will be presented in a confidential technical memorandum.

The CONSULTANT will provide services for historic resources documentation for the PSR-PDS in compliance with Section 106 of the National Historic Preservation Act and California Public Resources Code Sections 5024 and 5024.5. The CONSULTANT will conduct preliminary background research and a survey of the project area to assess possible historic built environment properties that may be affected by the project. This survey will be a desktop exercise and will not include a windshield survey of the project area. The CONSULTANT will also provide estimates regarding the timeframe in which the necessary reports, such as a Historical Resources Evaluation Report (HRER) and HPSR, will be prepared, as per Caltrans' WBS codes, and agency concurrences needed for compliance.

Assumption(s):

1. The project area does not contain any FEMA mapped floodplains.

Deliverable(s):

1. No separate deliverable will be provided for this subtask. The results of this study will be summarized in the PEAR, along with a WBS resources estimate and schedule for completing the hydrology and floodplain studies for the PA&ED phase.

6.2.6 Water Quality and Stormwater Runoff

The CONSULTANT will compile and review available and relevant information regarding water quality and stormwater runoff issues for the project area. The information to be collected may include existing environmental permits, Total Maximum Daily Load (TMDL) reports, water quality monitoring reports, design records for any existing water quality BMPs, and reference information from outside agencies and individuals as necessary to identify and characterize water quality issues and structural BMP needs.

Based on the results of these activities, the CONSULTANT will also identify key supplemental field information needed to improve the understanding of these issues.

The CONSULTANT will develop written documentation, mapping, and other appropriate graphical information for incorporation into the PEAR. The information will include stormwater catchment areas, receiving waters, and existing stormwater drainage and treatment infrastructure, and will describe related project issues, risks, and assumptions regarding alternatives, cost, schedule, and project viability.

At a minimum, the documentation will include the following specific information:

- Setting
- Water quality concerns
- Watershed areas and boundaries
- Potential project impacts/discharges
- Basin Plan/TMDLs
- Permits and agency coordination needs
- Environmental commitments
- Drainage and treatment infrastructure
- Constraints and recommendations
- Summary
- Water quality portion of PEAR Environmental Studies Checklist
- PEAR environmental commitments cost estimate for standard PSRs
- Resource estimate, by WBS code, for environmental document special studies
- Schedule for environmental document special studies

Deliverable(s):

recommendations, constraints, and coordination requirements. The findings of the PIR will determine if a Paleontological Evaluation Report (PER) or Paleontological Mitigation Plan is required.

Deliverable(s):

1. Draft PIR (electronic PDF).
2. Final PIR (electronic PDF).

6.2.9 Hazardous Waste/Materials

6.2.9.1 Desktop Review

In accordance with the Caltrans handbook guidelines, hazardous waste/materials will have a full study completed as part of the PEAR.

The CONSULTANT will perform a desktop study evaluating the historical and present uses of the project area for evidence of sites that currently or have historically handled, stored, transported, released, or disposed of hazardous or regulated materials, as these types of sites are potential sources of hazardous material contamination. The CONSULTANT will review hazardous materials/regulated site database results from EDR® and review available historical data sources such as aerial photographs, fire insurance maps, and topographic maps. Historic information may also include existing reports as may be provided by the client. The search area would encompass a corridor consisting of ¼-mile to either side of the project area.

In addition to obtaining and summarizing the EDR® reports, the CONSULTANT will review the Geotracker and Envirostor databases for information missing from the EDR® reports as well as to view well logs that are not part of the EDR® reports.

The purpose of the desktop review will be to determine if there are any contaminated sites that could be a fatal flaw or that impact the project or project schedule.

Assumption(s):

1. No subsurface explorations will be performed in the initial phase of this hazardous waste review.

Deliverable(s):

1. No separate deliverable will be provided for this subtask. Instead findings from this desktop study will be included in the Initial Site Assessment (ISA) memorandum described below. The results of this study will be summarized in the PEAR, along with a WBS resources estimate and schedule for completing the hazardous materials/waste studies for the PA&ED phase.

- “Hot spot” and mobile source air toxics review
- Potential impacts and environmental commitments
- Monitoring
- Agency coordination and permits
- Recommendations
- Summary

Assumption(s):

1. No emission calculations or air dispersion modeling will be completed.

Deliverable(s):

1. No separate deliverable will be provided for this subtask. Instead the results of this study will be summarized in the PEAR, along with a WBS resources estimate and schedule for completing the air quality studies for the PA&ED phase.

6.2.11 Noise and Vibration

The CONSULTANT will complete a noise assessment. A review of background information and documents pertaining to the proposed project will be conducted. A windshield survey will be conducted to identify existing land uses and assess the existing project settings. In addition, it is proposed that short-term noise measurements will be conducted at a few representative receptors, i.e., schools, parks, trails, etc., to assess the existing ambient noise environment. The measurement results will be utilized in assessing the potential operational as well as construction noise impacts that would be generated by the project along the approximately 1.7-mile project corridor. If potential impacts are identified, possible abatement measures will also be recommended to mitigate or minimize the impacts. In addition, coordination with various relevant agencies, i.e., CITY, Caltrans, will be identified and documented. If warranted, details on additional analysis, such as a technical noise study and/or noise monitoring during construction will be recommended.

Deliverable(s):

1. No separate deliverable will be provided for this subtask. Instead the results of this study will be summarized in the PEAR, along with a WBS resources estimate and schedule for completing the noise and vibration studies for the PA&ED phase.

6.2.12 Energy and Climate Change

The CONSULTANT will determine if the proposed project would be a “major project” for the consumption of energy during project construction or operation. If it is determined that an energy analysis would be required, then the proper scope of the analysis will be documented in the PEAR. Early interagency consultation may be required to confirm the extent of the energy analysis to be included in the environmental document. Appendix F of the CEQA Guidelines will be evaluated to refine the assumptions about the extent of the energy analysis that would be required for the environmental document.

Based on this review, the CONSULTANT will identify any additional studies that are necessary for the NEPA and/or CEQA evaluation of biological resources.

Environmental commitments such as species avoidance and minimization measures, construction timing constraints, and mitigation measures will be recommended. The potential for risks to the project scope, cost, and schedule, will be identified (e.g., significant impacts on sensitive species or habitats, issues raised during previous community input, requirements for compensatory wetland and/or habitat mitigation). Federal, state, and local permits, approvals and/or coordination with resources agencies will be identified. An estimate of scope, budget, and schedule to conduct any additional studies, implement environmental commitments, and carry out permitting and coordination, will be provided.

Assumptions made during the biological resources review will be documented. The summary will include relevant information from the biological resources review, such as special status species lists, maps outlining the approximate boundaries of sensitive habitat such as wetlands, known occurrences of special status wildlife and plant species, wildlife corridors, and migratory bird habitat. The summary will include a recommendation of whether a cumulative impact analysis is needed in the subsequent environmental document phase. The contacts and sources consulted during the PEAR analysis will be documented.

Assumption(s):

1. Information from the project submittal for the biological resources review will include a description of the project footprint and work methods, site photographs, and previous relevant biological studies and will be provided by the CITY to the CONSULTANT in a timely manner.
2. The information provided in Assumption 1 will preclude the need for a site visit by the CONSULTANT'S biological resources specialist.

Deliverable(s):

1. No separate deliverable will be provided for this subtask. Instead the results of this study will be summarized in the PEAR, along with a WBS resources estimate and schedule for completing the biological environment studies for the PA&ED phase.

6.2.14 Cumulative Impacts

The CONSULTANT will summarize any of the other discipline areas that indicate a need for cumulative analysis in the environmental document phase.

Deliverable(s):

1. No separate deliverable will be provided for this subtask. Instead the results of this study will be summarized in the PEAR, along with a WBS resources estimate and schedule for completing the cumulative impacts studies for the PA&ED phase.

required for the project. Scope for tasks, as needed, will be added or expanded for future Optional Tasks, such as the PA&ED and PS&E phases.

7.1 Existing Information and Desktop Analysis

The CONSULTANT will evaluate available information including environmental impact studies and site visit data as part of the PID development; and federal, state and local regulatory permitting requirements. Upon initial review of the existing material, additional data requirements will be identified and acquired. A desktop analysis will be conducted to determine the presence of sensitive areas within the project area for each alternative, including potential staging areas and disposal sites, and other issues that may necessitate the need for regulatory permits. Examples of regulated areas include waterways and wetlands; federal and state listed wildlife, plant, fish and riparian habitat; levees; floodplain boundaries; San Francisco Bay Conservation and Development Commission boundary; airport runway safety zones; power transmission lines, pipelines and railroad crossings; and areas containing hazardous materials or contaminated soil and/or groundwater.

An initial desktop review conducted during preparation of this scope of work facilitated the following assumptions.

Assumption(s):

1. The project area does not contain any FEMA mapped floodplains.
2. The project area does not contain jurisdictional waterways or wetlands.

Deliverable(s):

1. A list of required permits and external agency coordination contact information.

8. Engineering Plans, Specifications, and Estimates

The scope outlined below for PS&E will cover activities through the Project Initiation Phase. Scope for tasks, as needed, will be added or expanded for future Optional Tasks, such as the PA&ED and PS&E phases.

8.1 Conceptual Engineering

8.1.1 Conceptual Design Documents

The CONSULTANT will update the designs prepared in the Concept Report based on additional and updated mapping obtained in Task 4.1.3 and based on published guidance that has evolved since the Concept Report was published. The CONSULTANT will look for additional opportunities to improve safety and mobility along the corridor. The CONSULTANT will prepare one alternative for the entire corridor, one additional alternative for the segment of the corridor from Fourth Street to Burbank Street, and a third alternative for the intersection of Central Avenue and Webster Street for advancement into the PA&ED phase.

8.1.1.5 QA/QC

The CONSULTANT will conduct thorough quality reviews and checks for the Conceptual Design submittal. Such reviews will be performed after deliverables are assembled and before their submittal to the CITY. QC efforts and reviews will encompass the work performed by the CONSULTANT and its SUBCONSULTANTS. Routine checking of calculations, plan sheets, and other work, done as peer review on the various discipline items, is included in the scope of the individual task.

Deliverable(s):

1. QA/QC Document for Conceptual Design submittal (electronic PDF).

8.1.1.6 Conceptual Design Submittal

The conceptual design submittal will include 11"x17" electronic PDFs of the plans produced under Tasks 8.1.1.1 through 8.1.1.3. The submittal will include one alternative for the entire corridor plus two (2) additional alternatives for the segment from Fourth Street to Burbank Street.

Deliverable(s):

1. 11"x17" planset for the entire corridor (electronic PDF).
2. 11"x17" planset for an alternative from Fourth Street to Burbank Street (electronic PDF).
3. 11"x17" planset for an alternative for the Central Avenue and Webster Street intersection (electronic PDF).

Exhibit B

City of Alameda Central Avenue Complete Street PID Cost Proposal										3/14/2018
Task		Cost								
		CDM Smith	Parsons	PlaceWorks	Paleo Solutions	JRP Historical	Eisen Letunic	Pacific Legacy	Total	
1	Project Management									
1.1	Project Management Plan (PMP)	\$ 6,560	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,560	
1.2	Monthly Progress Reports and Invoices	\$ 9,080	\$ 5,356	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,437	
1.3	Subconsultant Management	\$ 7,896	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,896	
1.4	Administrative Support	\$ 2,972	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,972	
1.5	Quality Management	\$ 9,021	\$ 1,256	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,277	
	Subtotal	\$ 35,530	\$ 6,612	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 42,142	
2	Coordination and Team Meetings									
2.1	Project Team Meetings	\$ 19,320	\$ 7,380	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,700	
2.2	Coordination Meetings	\$ 3,671	\$ 2,600	\$ 5,711	\$ -	\$ -	\$ -	\$ -	\$ 11,982	
	Subtotal	\$ 22,990	\$ 9,980	\$ 5,711	\$ -	\$ -	\$ -	\$ -	\$ 38,681	
3	Public Outreach and Meetings									
3.1	Public Outreach Materials	\$ 1,182	\$ 859	\$ 4,253	\$ -	\$ -	\$ 495	\$ -	\$ 6,790	
3.2	Community Workshop	\$ 3,032	\$ 1,515	\$ 8,758	\$ -	\$ -	\$ -	\$ -	\$ 13,304	
3.3	Stakeholder Meetings	\$ 3,032	\$ 1,452	\$ 10,719	\$ -	\$ -	\$ 1,651	\$ -	\$ 16,854	
3.4	Meeting Material Preparation/Graphics	\$ 5,223	\$ 1,265	\$ 10,138	\$ -	\$ -	\$ -	\$ -	\$ 16,625	
	Subtotal	\$ 12,468	\$ 5,091	\$ 33,868	\$ -	\$ -	\$ 2,146	\$ -	\$ 53,573	
4	Caltrans Project Initiation and Approvals									
4.1	Project Study Report-Project Development Study	\$ 27,764	\$ 7,424	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,188	
	Subtotal	\$ 27,764	\$ 7,424	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,188	
5	Traffic Analysis									
5.1	Gather Existing Data	\$ 8,033	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,033	
5.2	TEPA	\$ 26,529	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,529	
	Subtotal	\$ 34,562	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34,562	
6	Environmental Documentation									
6.1	PEAR	\$ 2,774	\$ 13,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,024	
6.2	PEAR Studies	\$ 50,305	\$ 13,840	\$ 5,075	\$ 7,196	\$ 3,652	\$ -	\$ 2,795	\$ 82,863	
	Subtotal	\$ 53,080	\$ 27,090	\$ 5,075	\$ 7,196	\$ 3,652	\$ -	\$ 2,795	\$ 98,887	
7	Permitting									
7.1	Existing Information and Desktop Analysis	\$ 1,217	\$ 3,841	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,058	
	Subtotal	\$ 1,217	\$ 3,841	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,058	
8	Engineering Plans, Specifications, and Estimates									
8.1	Conceptual Engineering	\$ 26,779	\$ 4,460	\$ -	\$ -	\$ -	\$ 2,641	\$ -	\$ 33,881	
	Subtotal	\$ 26,779	\$ 4,460	\$ -	\$ -	\$ -	\$ 2,641	\$ -	\$ 33,881	
	Base Year Labor Cost	\$ 214,390	\$ 64,500	\$ 44,653	\$ 7,196	\$ 3,652	\$ 4,788	\$ 2,795	\$ 341,973	
	ODC Costs	\$ 2,225	\$ 500	\$ -	\$ 55	\$ 198	\$ -	\$ 2,795	\$ 5,772	
	Subconsultant Fee Mark-up	\$ 6,398	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,398	
	Percentage of Work in 2018 - 90%	\$ 197,951	\$ 58,050	\$ 40,187	\$ 6,476	\$ 3,207	\$ 4,309	\$ 2,536	\$ 307,776	
	Percentage of Work in 2019 - 10%	\$ 22,002	\$ 6,448	\$ 4,466	\$ 741	\$ 370	\$ 493	\$ 288	\$ 36,223	
	Total Cost	\$ 223,657	\$ 65,193	\$ 44,787	\$ 7,272	\$ 3,861	\$ 4,802	\$ 5,598	\$ 355,170	
Contingency 5.00%									\$ 17,758	
Total Contract									\$ 372,928	

CDM
Smith

FIRST AMENDMENT TO AGREEMENT

This First Amendment of the Agreement, entered into this 10th day of June, 2019 (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 April 18, 2018, an agreement was entered into by and between City and Provider (hereinafter "Agreement") in an amount not to exceed \$372,928.00.

B. 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 the undersigned parties as follows:

1. The first paragraph of Section 1 ("Term") of the Agreement is modified to read as follows:

"The term of this Agreement shall commence on the 18th day of April 2018, and shall terminate on the 30th day of June 2020, unless terminated earlier as set forth herein."

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.

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



Eric J. Levitt
City Manager

RECOMMENDED FOR APPROVAL



Andrew Thomas
Acting Planning, Building and
Transportation Director

APPROVED AS TO FORM:
City Attorney



Celena H. Chen
Chief Planning Counsel

SECOND AMENDMENT TO AGREEMENT

This Second Amendment of the Agreement, entered into this 7th day of Nov, 2019 (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 April 18, 2018, an agreement was entered into by and between City and Provider (hereinafter "Agreement") in an amount not to exceed \$372,928.00.

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

C. 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 the undersigned parties as follows:

1. The first paragraph of Section 1 ("Term") of the Agreement is modified to read as follows:

"The term of this Agreement shall commence on the 18th day of April 2018, and shall terminate on the 30th day of June 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 Exhibit A2 as requested. The Provider acknowledges that the work plan included in Exhibit 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 Exhibit 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 Exhibit B2."

"b. The total compensation under this Second Amendment to Agreement shall not exceed \$2,200,000. Total compensation for this Agreement is \$2,572,928."

4. To comply with federal Caltrans requirements, the following provisions are added to the Agreement as follows:

"25. ALLOWABLE COSTS AND PAYMENTS

The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY'S approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work.

"26. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.

"27. AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.

B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.

D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an

AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by Caltrans Audits and Investigation (A&I). Caltrans A&I, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During Caltrans A&I's review of the ICR audit work papers created by the CONSULTANT's independent CPA, Caltrans A&I will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans A&I identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by A&I.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
- b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
- c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If Caltrans A&I is unable to issue a cognizant letter per paragraph E.1. above, Caltrans A&I may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans A&I will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if Caltrans A&I is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) Caltrans A&I accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) Caltrans A&I has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

"28. PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:

1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

"29. DEBARMENT AND SUSPENSION CERTIFICATION

A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
3. Does not have a proposed debarment pending; and
4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

"30. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

A. This AGREEMENT is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTS who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.

B. The goal for DBE participation for this AGREEMENT is 7%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in Exhibit 10-O1: Consultant Proposal DBE Commitment, or in Exhibit 10-O2: Consultant Contract DBE Commitment attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE

goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. DBEs and other small businesses, as defined in 49 CFR Part 26 are encouraged to participate in the performance of AGREEMENTs financed in whole or in part with federal funds. The LOCAL AGENCY, CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LOCAL AGENCY deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible

E. A DBE firm may be terminated only with prior written approval from LOCAL AGENCY and only for the reasons specified in 49 CFR §26.53(f). Prior to requesting LOCAL AGENCY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR §26.53(f). If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

F. Consultant shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of Consultant) pursuant to prior written authorization of the LOCAL AGENCY's Contract Administrator.

G. A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.

H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

K. Upon completion of the AGREEMENT, a summary of these records shall be prepared and submitted on the form entitled, Exhibit 17-F: Final Report-Utilization of Disadvantaged Business Enterprise (DBE) First-Tier Subconsultants, certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment.

L. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.

M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

"31. INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

"32. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board."

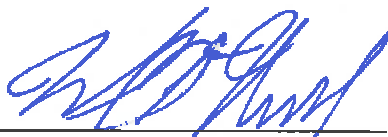
5. Except as expressly modified herein, all other terms and covenants set forth in the

Agreement shall remain the same and shall be in full force and effect.

Signatures on following page

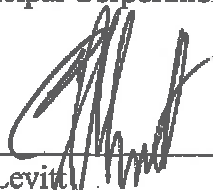
IN WITNESS WHEREOF, the parties have caused this modification of Agreement to be executed on the day and year first above written.

CDM SMITH, INC.
A Massachusetts Corporation



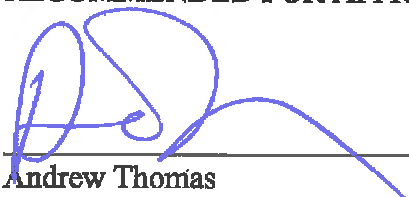
William E. Hurrell, P.E.
Vice President

CITY OF ALAMEDA
A Municipal Corporation



Eric J. Levitt
City Manager

RECOMMENDED FOR APPROVAL



Andrew Thomas
Planning, Building and Transportation
Director

APPROVED AS TO FORM:
City Attorney



Celena H. Chen
Chief Planning Counsel

THIRD AMENDMENT TO AGREEMENT

This THIRD AMENDMENT TO AGREEMENT (“**Third Amendment**”), is entered into this 7th day of December, 2022 (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 (“Service Provider Agreement”) in an amount not to exceed \$372,928.

B. On June 10, 2019, the parties entered into an amendment to the Agreement (“First Amendment to Agreement”) to extend the term of the Agreement to June 30, 2020.

C. On November 7, 2019, the parties entered into an amendment to the Agreement (“Second Amendment to Agreement”) 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. 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. Paragraph 1 (“Term”) of the Agreement is modified to read as follows:

“The term of this Agreement shall commence on the 18th day of April 2018, and shall terminate on the 30th day of June 2025, 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 Exhibit A3 as requested. The Provider acknowledges that the work plan included in Exhibit A3 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 Exhibit B3 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 B3.”

“b. The total compensation under this Third Amendment to Agreement shall not exceed \$586,000. Total compensation for this Agreement is \$3,158,930.”

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 following page

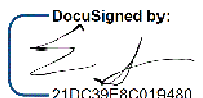
IN WITNESS WHEREOF, the parties have caused this modification of Agreement to be executed on the day and year first above written.

CDM SMITH, INC.
A Massachusetts Corporation



William E. Hurrell, P.E.
Vice President

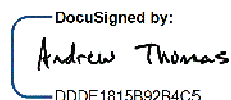
CITY OF ALAMEDA
A Municipal Corporation

DocuSigned by:


12/7/2022

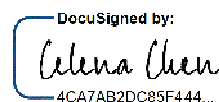
Erin Smith
Acting City Manager

RECOMMENDED FOR APPROVAL

DocuSigned by:


Andrew Thomas
Planning, Building and Transportation
Director

APPROVED AS TO FORM:
City Attorney

DocuSigned by:


Celena H. Chen
Chief Planning Counsel

Central Avenue Safety Improvement Project

Scope of Work: Amendment 3

The purpose of Amendment No. 3 is to expand the scope of work and add budget to provide for additional services including roundabout planning and design, and construction phase engineering services, as well as additional out of scope services related to Caltrans' requirements such as document revisions and added traffic analysis and environmental studies. Design work is underway and has required additional work and support studies to meet the construction grant funding requirements and an accelerated schedule. The contract term will be extended through the anticipated completion of construction on December 31, 2024. The following sections describe the additional work activities and the related deliverables.

1. Project Management

Project management activities will be extended through the completion of the construction phase, which is currently estimated for the end of 2024. 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. 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.

Assumption(s):

- It is assumed that the completion of design and the construction phase will require an additional eighteen (18) months to complete.

Deliverable(s):

- Monthly invoices with progress reports
- Subcontractor management
- Coordination with outside agencies including Caltrans and utilities
- Document control
- Quality management

2. Coordination and Team Meetings

CDM Smith will prepare for, attend, and facilitate project related meetings to provide status updates, share information and coordinate project design and construction activities. Project

coordination meetings will be held with City staff, the design team, the Construction Manager (CM), the Construction Contractor, and other attendees as deemed appropriate to address current technical issues. For each meeting, CDM Smith will prepare an agenda, appropriate presentation materials, invitation notices, sign-in sheets, and meeting notes.

The following meetings are added:

- Up to eighteen monthly Project Coordination meetings with City staff and others as needed to provide updates on progress and discuss project design and construction issues. Technical Coordination Meetings will be scheduled by CDM Smith and held via Microsoft Teams. Meetings will be held each month and be attended by the CDM Smith Project Manager and up to two technical specialists as appropriate to discuss current technical issues.
- Up to six property owner's meetings to provide information on construction activities, receive and discuss comments and questions and coordinate access issues. Meetings to be held in-person during the construction phase.
- Up to ten utility coordination meetings to discuss project related conflicts with existing utility infrastructure and coordinate utility relocations and agreements. Meetings to be held via Teams and on-site during the final PS&E phase.
- One pre-construction meeting with the City, Caltrans, 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, permit requirements, and coordination with local utilities. It is assumed that the City or CM will lead this virtual meeting via Teams or another remote meeting platform.
- Up to ten 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. Meetings to be held via Teams or on-site during the construction phase.
- Up to two site visits per month, with a total of up to eighteen, 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. Meetings to be held on-site during the construction phase.

Deliverable(s):

- 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.

3. Public Outreach and Meetings

No changes are needed for this task.

4. Caltrans Project Development

The Caltrans Project Report (PR) and Design Standard Decision Document (DSDD) required additional effort to complete due to the unanticipated number of Caltrans review iterations and the large number of reviewers.

It was originally assumed that one set of review comments would be provided by the City and one set would be provided by Caltrans. Caltrans requested eight revisions to the PR and twelve revisions to the DSDD prior to finalization.

5. Traffic Analysis

Due to the availability of updated traffic count and collision data sets, Caltrans requested a revised traffic analysis. The updated datasets were obtained and re-analyzed, and the results are documented in the PR and DSDD.

6. Environmental

Additional NEPA environmental studies were required by Caltrans to support the addition of the roundabouts into the design. Multiple documents required additional information and analysis to be added and additional review cycles. The additional environmental documentation and compliance activities included:

- Revised Project Description
- Additional public outreach and virtual room
- Visual Impact Analysis
- Air Quality Study and Interagency Coordination
- Natural Environment Study
- Hazardous Waste Initial Site Assessment
- Water Quality Assessment and Storm Water Data Report

Deliverable(s):

- Additional environmental analyses and documentation as listed above to support Caltrans NEPA approval.

7. Support Services

Additional engineering studies have been completed to support the addition of the roundabouts into the design and to meet the construction grant funding deadlines. The additional required investigations have included:

- Intersection Control Evaluations (ICE)
- FHWA Highway Safety Manual (HSM) Analysis
- Roundabout performance checks
- Analysis and outreach for roundabout safety for the visually impaired
- Encinal/Sherman Roundabout northbound through movement analysis
- Additional survey (Gas Station Parcel at Sherman/Encinal)
- Coordination with Native American tribes to include recommended native plant species in the roundabout landscape areas.
- Utility coordination to evaluate and resolve conflicts with roundabout design components such as full-depth pavement reconstruction, new street lighting and drainage system modifications.
- Drainage analysis associated with roundabout construction including siting and sizing new conveyances, inlets, and green infrastructure facilities.

8. Engineering Plans, Specifications and Estimates

The project design has been revised to incorporate up to four new roundabouts at three existing signalized intersections and one stop controlled intersection. Due to limited construction funding, one or more of the roundabouts will be constructed during a future phase and the associated design will be limited to the preliminary level (approximately 30 percent design). For the future phase roundabouts, interim designs will be developed to conform the intersections with the other proposed improvements, such as lane reductions and new bike facilities. Cost estimating support will be provided to support the pursuit of additional grant funding for unfunded roundabouts.

The additional roundabout design features are included in each design milestone (35%, 65%, 95%, 100% and the final bidding documents).

Assumption(s):

- The roundabout design components will require an additional five sheets of design drawings per roundabout for a total of up to twenty additional sheets.

Deliverable(s):

- Same PS&E submittals as described in the original scope, revised with roundabout designs.

9. Construction Bid Support

No changes are needed for this task.

10. 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 to facilitate their management of the project's construction.

Field Visits

CDM Smith will conduct monthly, (up to eighteen), 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 observed design deviations

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. CDM Smith 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's proposed costs. 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. Submittals will be reviewed and written responses provided with comments, and recommendations (e.g. no exceptions noted, amend and resubmit). 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. Project Record Drawings will also be developed and submitted as described below.

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):

1. 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.
2. 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.

Deliverable(s):

1. Written responses for up to twenty RFIs and ongoing coordination and communications as needed to resolve the issue.
2. Evaluation of up to ten submittals from the Construction Contractor and written responses to indicate approval, rejection or the need for additional information.
3. 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.
4. Development of up to five SWPPP amendments to support compliance with the stormwater construction permit.
5. Final project documentation package including field reports and photographs, meeting notes and other correspondence, and documentation of submittals, RFIs, and CCOs.
6. One set of project Record Drawings in PDF format.

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Alameda Central Avenue Safety Improvement Project PS&E and Construction Engineering Services																				
11/6/2022																				
Task		Dave Jensen	Bill Hurrell	Stefan Schuster	Jake Gunther	Hadly Seidman	Damien David	Shaheen Siddiqui	Daneel Ruppert	Russ Vadenais	Kaehlah Chaney	Kara Davis	Szu-han Chen	Austin Ford	Michael Keller	Kelly Paulsen	Christine Wood	Manisha Senapati	Hours Total	Base Year Labor Cost
1	Project Management																			
1.1	Project Management	16		60	30						30					40	60	30	266	\$ 50,607
2	Coordination and Team Meetings																			
2.1	Coordination and Meetings		8	60	60			30											158	\$ 34,815
3	Public Outreach and Meetings																			
4	Caltrans Project Development																			
				20	25	25	25		25										120	\$ 17,926
5	Traffic Analysis																			
				20	25	25	25		25										120	\$ 17,926
6	Environmental Documentation																			
				20	25	25	25		25										120	\$ 17,926
7	Support Services																			
7.1	Support Services			40	25	25	25	0	25	40	80	80							340	\$ 48,690
8	Engineering Plans, Specifications, and Estimates																			
8.1	Final Plan Development			40	360	430	420	20	400	40	40			150	120				2020	\$ 264,915
8.2	Final Specifications			20	40				10										70	\$ 13,838
8.3	Engineer's Opinion of Probable Construction Costs			20	40				10										70	\$ 13,838
9	Construction Bid Support																			
9.1	Construction Bid Support																		0	\$ -
10	Construction Engineering Services																			
10.1	Construction Engineering Services			80	100	100	100												380	\$ 60,567
Total Hours		16	8	380	730	630	620	70	500	80	150	80	0	150	120	40	60	30	3,664	\$ 541,048



**CERTIFICATE OF LIABILITY INSURANCE**DATE(MM/DD/YYYY)
11/08/2022

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: <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 F:															
INSURED CDM Smith Inc. 75 State Street Suite 701 Boston MA 02109 USA															

COVERAGES**CERTIFICATE NUMBER:** 570096406688**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"/> PROJECT <input checked="" type="checkbox"/> 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 <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			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 <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> 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	Y/N	N/A	WA561DB8T8Z6012 AOS WC5611B8T8Z6022 WI	01/01/2022	01/01/2023	<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
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: 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.

DS 11/17/2022

CERTIFICATE HOLDER**CANCELLATION**

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	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 : ABCEF

Certificate No : 570096406688

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED CDM Smith Inc.	
POLICY NUMBER See Certificate Number: 570096406688			
CARRIER See Certificate Number: 570096406688	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		



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED CDM Smith Inc.
POLICY NUMBER See Certificate Number: 570096406688		
CARRIER See Certificate Number: 570096406688	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% NAIC # AA-1128623/AA-1126623 BRIT (Syndicate 2987) - 25% NAIC # AA-1128987 Munitus (Syndicate 4242) - 12.5% NAIC # AA-1120067 Re/Rn (Syndicate 1458) - 10% NAIC # AA-1120102 Arch Insurance (UK) Limited - 5% NAIC # AA-1120053 Convex Insurance UK Limited - 7.50% NAIC # AA-1120191 National Fire & Marine Insurance Company - 15% NAIC # 20079	

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: 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.



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



Certification of Compliance With the City of Alameda's Vaccination Requirement

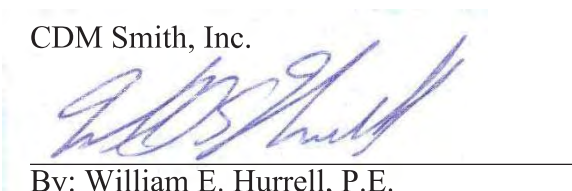
The City of Alameda ("City") requires all individuals who perform work for the City to be fully vaccinated¹ against COVID-19. All service providers and contractors for the City must sign the following statement certifying compliance with this requirement.

By signing below, I certify that all of our personnel who are performing work for the City are fully vaccinated against COVID-19. I also acknowledge that the City reserves the right to review any relevant records to demonstrate our compliance with this requirement.

I declare under penalty of perjury that the foregoing is true and correct.

CDM Smith, Inc.

Date: November 14, 2022

A handwritten signature in blue ink, appearing to read "W. E. Hurrell", is written over a horizontal line.

By: William E. Hurrell, P.E.

Its Vice President

¹ For the purposes of this Certification of Compliance, an individual is considered to be fully vaccinated if two weeks have passed since their second dose in a 2-dose series (such as the Pfizer or Moderna vaccines) or if two weeks have passed since receiving their single-dose vaccine (such as Johnson & Johnson's Janssen vaccine).

FOURTH AMENDMENT TO AGREEMENT

This FOURTH AMENDMENT TO AGREEMENT (“**Fourth Amendment**”), is entered into this ~~31st~~^{15th} day of May, 2023 (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.

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

“The term of this Agreement shall commence on the 18th day of April 2018, and shall terminate on the 30th day of June 2026, 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 Exhibit A4 as requested. The Provider acknowledges that the work plan included in Exhibit A4 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 Exhibit B4 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 Fourth Amendment to Agreement shall not exceed \$420,000. Total compensation for this Agreement is \$3,578,930.”

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

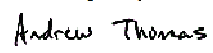


William E. Hurrell, P.E.
Vice President

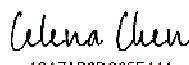
CITY OF ALAMEDA
A Municipal Corporation

DocuSigned by:
 5/31/2023
645BD87E45D243E...
Jennifer Ott
City Manager

RECOMMENDED FOR APPROVAL

DocuSigned by:

DDDE1815B92B4C5...
Andrew Thomas
Planning, Building and Transportation
Director

APPROVED AS TO FORM:
City Attorney

DocuSigned by:

4CA7AB2DC85F444...
Celena H. Chen
Chief Planning Counsel

Central Avenue Safety Improvement Project

Scope of Work: Amendment 4

The purpose of Amendment No. 4 is to provide funding for additional work related to the Fourth Street and Pacific Ave./Main St. roundabouts, providing unanticipated utility coordination associated with aging water infrastructure, conducting supplemental field surveys and coordination with Caltrans for improvements on the State-owned portion during the construction phase.

CDM Smith intensified work efforts and provided supplemental technical staff and management staff resources to successfully meet the critical construction grant deadlines. Additional effort was also needed to respond to continued Caltrans requests and extensive design comments, which went well beyond those that could have been anticipated. The following sections describe the scope of the additional work activities and the related deliverables.

1. Project Management

Project management activities will be extended through the completion of the construction phase, which is now estimated for the middle of 2025. 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. 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.

Assumption(s):

- It is assumed that the completion of design and the construction phase will require an additional six (6) months to complete.

Deliverable(s):

- Monthly invoices with progress reports
- Subcontractor management
- Coordination with outside agencies including Caltrans and utilities.
- Document control
- Quality management

2. Coordination and Team Meetings

CDM Smith will prepare for, attend, and facilitate project related meetings to provide status updates, share information and coordinate project design and construction activities.

Additional coordination of staffing resources has been necessary to expedite the design and Caltrans approval process.

Project coordination meetings will be held with City staff, the design team, the Construction Manager (CM), the Construction Contractor, and other attendees as deemed appropriate to address current technical issues. For each meeting, CDM Smith will prepare an agenda, appropriate presentation materials, invitation notices, sign-in sheets, and meeting notes.

The following meetings are added:

- Up to six monthly Project Coordination meetings with City staff and others as needed to provide updates on progress and discuss project design and construction issues. Additional coordination with Kittelson and Associates is anticipated for the Fourth St. roundabout design. Technical Coordination Meetings will be scheduled by CDM Smith and held via Microsoft Teams. Meetings will be held each month and be attended by the CDM Smith Project Manager and up to two technical specialists as appropriate to discuss current technical issues.
- Up to five Caltrans construction coordination meetings to review current construction issues pertaining to the Caltrans-owned portion of the project area, project status and upcoming construction activities and Caltrans related requirements. Meetings will be held via Teams or on-site during the construction phase.

Deliverable(s):

- 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.

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

No changes are needed for this task.

6. Environmental

- No changes are needed for this task.

7. Support Services

Supplemental survey information is needed due to new construction within the project area by the Alameda County School District and Caltrans.

New information from East Bay Municipal Utility District requires additional utility coordination work to avoid and/or mitigate project related impacts to aging water infrastructure.

Deliverable(s):

- Supplement topographic and right of way survey data for newly construction features additional areas.
- Coordination meetings with EBMUD, revised utility documents and additional design details and specifications for water line protection measures.

8. Engineering Plans, Specifications and Estimates

The intense efforts required to complete the one hundred percent design submittal by the stipulated deadline created a need to assign additional staff resources to the project. Completion of the work by the deadline was required by Caltrans as a condition of approval for the construction grant funding. It required the engagement of additional design staff to complete a large amount of work under a compressed schedule. Caltrans provided extensive design comments from multiple groups of which necessitated more than expected design revisions and resubmittals.

Additional design work is also needed as a result of new grant funding for the incorporation of a third roundabout into the project at the Fourth St/Ballena Blvd intersection. The previously developed interim design for the Fourth St/Ballena Blvd intersection will be replaced with the new roundabout design. New design changes are also being incorporated at the Pacific Ave/Main St intersection. The one-way residential access portion of Main St will be modified to eliminate the direct connection with the Pacific Ave/Main St roundabout to further increase safety. A new access connection will be constructed approximately one hundred feet north on Main St.

These design revisions include roadway, bikeway and sidewalk reconfiguration, adjustment of drainage and water quality features, utility relocations, street lighting and landscaping. Additional coordination is needed with other consultants for roundabout concept development and for the design of features connecting to adjacent street improvements such as the Lincoln/Marshall/Pacific Improvement Project.

Assumption(s):

- The interim improvements at the Encinal Ave/Sherman St intersection will remain in the project design.
- The Central Avenue and Lincoln/Marshall/Pacific Avenue project designs will interface just east of the Pacific Ave/Second St intersection.

Deliverable(s):

- Same PS&E submittals as described in the original scope, revised with roundabout design changes.

9. Construction Bid Support

No changes are needed for this task.

10. Engineering Services During Construction

The eastern portion of the project area between Webster St and Sherman St/Encinal Ave is owned by Caltrans. Based on the level of previous Caltrans coordination during the design phase, additional construction phase coordination with Caltrans inspectors, resident engineers and other staff will be required for work in this area. CDM Smith will provide the supplemental construction phase services including support to the City, the Construction Manager and the Construction Contractor with the interpretation of and response to Caltrans requirements and requests related to compliance with state standards, construction documentation requirements and design clarifications. CDM Smith will also provide as-needed on-site support to clarify design questions, evaluate compliance with the design, and evaluate and develop construction change order documents if necessary.

Assumption(s):

1. 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.

Deliverable(s):

1. Support the City and CM in responding to Caltrans requests and questions on CDM Smith produced design documents including PS&E, Stormwater Pollution Prevention Plan (SWPPP), Traffic Management Plan (TMP), utility and right of way documents.
2. Response to up to ten (10) Caltrans review iterations of final close-out construction records including costs, design documents, record drawings, project history and right of way documentation.

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Alameda Central Avenue Safety Improvement Project																					
PS&E and Construction Engineering Services																					
4/17/2023																					
Task	Dave Jensen	Bill Hurrell	Stefan Schuster	Jake Gunther	Hadly Seidman	Damien David	Shaheen Siddiqui	Daneel Ruppert	Russ Vadenais	Kaehlah Chaney	Kara Davis	Kelly Paulsen	Christine Wood	Manisha Senapati	Hours Total	Labor Cost	Other Direct Costs	PLS Surveys	CHS Consulting Group	PGA Design	Total Cost
1 Project Management																					
1.1 Project Management	8	4	60	16						16		16	48	40	208	\$ 41,825					\$ 41,825
2 Coordination and Team Meetings																					
2.1 Coordination and Meetings		4	40	40			12								96	\$ 22,346					\$ 22,346
3 Public Outreach and Meetings																					
4 Caltrans Project Development																					
															0	\$ -					\$ -
5 Traffic Analysis																					
															0	\$ -					\$ -
6 Environmental Documentation																					
															0	\$ -					\$ -
7 Support Services																					
7.1 Support Services			60	40	80	80					48		4	8	320	\$ 50,257		\$ 10,000			\$ 60,257
8 Engineering Plans, Specifications, and Estimates																					
8.1 Final Plan Development	8	8	120	200	200	120	16	120	40	24	40				896	\$ 147,134			\$ 30,000	\$ 7,500	\$ 184,634
8.2 Final Specifications															0	\$ -					\$ -
8.3 Engineer's Opinion of Probable Construction Costs															0	\$ -					\$ -
9 Construction Bid Support																					
9.1 Construction Bid Support															0	\$ -					\$ -
10 Construction Engineering Services																					
10.1 Construction Engineering Services	4	4	100	100	80			80							368	\$ 67,257	\$ 5,000				\$ 72,257
Total Hours	20	20	380	396	360	200	28	200	40	40	88	16	52	48	1,888	\$ 328,819	\$ 5,000	\$ 10,000	\$ 30,000	\$ 7,500	\$ 381,319





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





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/22/2022

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 data-bbox="803 493 1388 514">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1388 493 1520 514">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="803 514 1388 535">INSURER A: Commerce & Industry Ins Co</td> <td data-bbox="1388 514 1520 535">19410</td> </tr> <tr> <td data-bbox="803 535 1388 556">INSURER B: Underwriters At Lloyds London</td> <td data-bbox="1388 535 1520 556">15792</td> </tr> <tr> <td data-bbox="803 556 1388 577">INSURER C: Liberty Insurance Corporation</td> <td data-bbox="1388 556 1520 577">42404</td> </tr> <tr> <td data-bbox="803 577 1388 598">INSURER D: Liberty Mutual Fire Ins Co</td> <td data-bbox="1388 577 1520 598">23035</td> </tr> <tr> <td data-bbox="803 598 1388 619">INSURER E: LM Insurance Corporation</td> <td data-bbox="1388 598 1520 619">33600</td> </tr> <tr> <td data-bbox="803 619 1388 640">INSURER F:</td> <td data-bbox="1388 619 1520 640"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Commerce & Industry Ins Co	19410	INSURER B: Underwriters At Lloyds London	15792	INSURER C: Liberty Insurance Corporation	42404	INSURER D: Liberty Mutual Fire Ins Co	23035	INSURER E: LM Insurance Corporation	33600	INSURER F:	
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INSURER E: LM Insurance Corporation	33600														
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 570096932040

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												
C	<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"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			TB7611B8T8Z6043	01/01/2023	01/01/2024	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$2,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$500,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$10,000</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)	\$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
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																		
D	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			AS2-611-B8T8Z6-063	01/01/2023	01/01/2024	<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)					
COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000																		
BODILY INJURY (Per person)																			
BODILY INJURY (Per accident)																			
PROPERTY DAMAGE (Per accident)																			
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						<table border="1"> <tr><td>EACH OCCURRENCE</td><td></td></tr> <tr><td>AGGREGATE</td><td></td></tr> </table>	EACH OCCURRENCE		AGGREGATE									
EACH OCCURRENCE																			
AGGREGATE																			
E	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	WA561DB8T8Z6013 AOS WC5611B8T8Z6023 WI	01/01/2023	01/01/2024	<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												
B	Archit&Eng Prof			PSDEF2300033 Professional/Claims Made	01/01/2023	01/01/2024	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: 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

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	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 : ABCEF

Certificate No : 570096932040

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED CDM Smith Inc.	
POLICY NUMBER See Certificate Number: 570096932040			
CARRIER See Certificate Number: 570096932040	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							
C		N/A		WA761DB8T8Z6033 MA & PR	01/01/2023	01/01/2024		



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED CDM Smith Inc.
POLICY NUMBER See Certificate Number: 570096932040		
CARRIER See Certificate Number: 570096932040	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 PSDEF2300033 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: TB7611B8T8Z6043

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-B8T8Z6-043
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: TB7611B8T8Z6043

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: AS2-611-B8T8Z6-063

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-B8T8Z6-063

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.

FIFTH AMENDMENT TO AGREEMENT

This FIFTH AMENDMENT TO AGREEMENT (“**Fifth Amendment**”), is entered into this 18th day of September 2024 (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. 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. Paragraph 1 (“Term”) of the Agreement is modified to read as follows:

“The term of this Agreement shall commence on the 18th day of April 2018, and shall terminate on the 30th day of June 2027, 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 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.”

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 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 B5.”

“b. The total compensation under this Fifth Amendment to Agreement shall not exceed \$200,000. Total compensation for this Agreement is \$3,778,930.”

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.
Vice President

CITY OF ALAMEDA
A Municipal Corporation

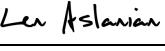
Signed by:
 9/18/2024
645BD87E45D243E...
Jennifer Ott
City Manager

RECOMMENDED FOR APPROVAL

Signed by:

Erin Smith
Public Works Director

APPROVED AS TO FORM:
City Attorney

DocuSigned by:

Len Aslanian
Assistant City Attorney

Central Avenue Safety Improvement Project

Scope of Work: Amendment 5

The purpose of Amendment No. 5 is to supplement funding for work associated with additional Caltrans coordination while finalizing the project design and obtaining Caltrans approval to advance the project the Construction (CON) phase. Additionally, new information regarding potentially impacted soils near Alameda Point has triggered the need for a supplemental soils study to support appropriate construction safety, materials handling and disposal specifications in the construction contract.

The amendment will also extend the contract term through June 30, 2027. This allows for additional construction time to cover contingencies and the addition of complex features such as roundabouts and associated landscaping, lighting, and drainage components.

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

1. Project Management

Project management activities will be extended through the currently estimated completion of the construction, with additional time for contingencies and completion of post construction activities. 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 approximately 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 project related meetings to provide status updates, share information and coordinate project bid and construction activities. Project coordination meetings will be held with City staff, the design team, the Construction Manager (CM), the Construction Contractor, and other attendees as deemed appropriate to address any technical issues during bidding and construction phase.

The following meetings are added:

- Up to ten (10) additional construction progress meetings and other construction meetings as requested by the City. The meetings will occur monthly 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.
- Up to eighteen (18) internal team meetings to discuss the project progress, budget, and remaining tasks during the construction phase services.

Deliverable(s):

- Agendas and meeting notes will be prepared for the meetings identified above. Draft agendas will be distributed one day 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.

3. Public Outreach and Meetings

No changes are needed for this task.

1. Caltrans Project Development

No changes are needed for this task.

2. Traffic Analysis

No changes are needed for this task.

3. Environmental

New information regarding the potential presence of contaminated soils near the western end of the project corridor requires further investigation to support proper safety practices during construction. The presence of aerially deposited lead was detected during project planning and recent discussions with the Navy indicate additional contaminants may also be present. More information is needed to guide proper soils handling and disposal and design of appropriate water quality measures.

CDM Smith will complete a soil sampling and characterization study to support the development of soil management specifications, construction health and safety measures, and to confirm that the infiltration of stormwater in this area will not cause further spread of contamination.

Assumptions:

- Up to twenty soil samples will be collected and analyzed.

- Sampling will be limited to depths less than 5 feet deep using a manual hand auger.

Deliverables:

- Development of a Soils Sampling and Analysis Work Plan.
- Soil sample collection and analysis.
- Review and revise specifications for soil management and disposal during the construction phase.
- Review and revise current stormwater management design and incorporate potential safeguards to prevent mobilization of contaminants.

4. Support Services

No changes are needed for this task.

5. Engineering Plans, Specifications and Estimates

Multiple additional review cycles were initiated by Caltrans after the 100 percent design submittal. The design of the Caltrans-owned portion of the project was approved by Caltrans, but an additional design effort was then conducted to incorporate the Fourth Street roundabout, which is City-owned. Upon complete of the roundabout design, the complete design package was resubmitted to Caltrans. This triggered an additional comprehensive review of the previously approved Caltrans-owned portion of the project. The design package was circulated to all Caltrans functional design groups, which in-turn generated a new series of comments that required an additional three cycles of design revisions and resubmittals to address. These design revisions included minor roadway and electrical changes that required additional coordination with CDM Smith sub-consultants.

6. Construction Bid Support

No changes are needed for this task.

7. Engineering Services During Construction

Due to the additional project design elements including roundabouts, lighting improvements, landscaping, and green stormwater the period of construction will be extended by up to six months for a total estimated construction period of eighteen (18) months. CDM Smith will provide additional construction phase engineering services through the anticipated construction completion date currently estimated at midway through 2026.

Request 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. 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 twenty (20) additional RFIs for a total of forty (40) for the project.

Submittals:

CDM Smith will review the submittals and provide written responses with comments, and recommendations (e.g., no exceptions noted, amend, and resubmit). CDM Smith anticipates up to twenty (20) additional submittals for a total of thirty (30) for the project.

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 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):

- Attendance and documentation of up to twenty-four (24) field visits.
- Written responses for up to forty (40) RFIs.
- Written responses for up to thirty-five (30) submittals.

Alameda Central Avenue Safety Improvement Project Bid and Construction Engineering Services																				
6/10/2024																				
	Task	Jensen, David	Hurrell, Bill	Schuster, Stefan	Gunther, Jake	Soudari, Ramakanth	Ruppert, Daneel	Hunsdale, William	Wood, Christine	Niemiec, Magdalena	Hours Total	Labor Cost	Other Direct Costs	Pacific Legacy	CHS Consulting	Soil Lab	Total Cost			
1	Project Management		8	0	30		40		40	40	158	\$ 34,311					\$ 34,311			
2	Coordination and Team Meetings			8	30	40	40				118	\$ 29,310					\$ 29,310			
3	Public Outreach and Meetings						Task Completed													
4	Caltrans Project Development						Task Completed													\$ -
5	Traffic Analysis						Task Completed													\$ -
6	Environmental Documentation										0	\$ -					\$ -			
7	Support Services						Task Completed													\$ -
8	Engineering Plans, Specifications, and Estimates																			
9	Construction Bid Support																			
	Construction Bid Support				16	30	20				66	\$ 12,646					\$ 12,646			
10	Construction Engineering Services																			
	Construction Phase Services (Total)	0	0	60	80	0	40	60	0		240	\$ 44,749	\$ 5,000	\$ 10,000	\$ 10,000		\$ 69,749			
	Total Hours	8	8	156	158	80	90	108	40	40	688	\$ 137,956	\$ 6,000	\$ 10,000	\$ 10,000	\$ 15,000	\$ 178,960			



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



**CERTIFICATE OF LIABILITY INSURANCE**DATE(MM/DD/YYYY)
12/27/2023

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: <table border="1"> <tr> <th data-bbox="803 472 1388 514">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1388 472 1520 514">NAIC #</th> </tr> <tr> <td data-bbox="803 514 1388 546">INSURER A: Underwriters At Lloyds London</td> <td data-bbox="1388 514 1520 546">15792</td> </tr> <tr> <td data-bbox="803 546 1388 577">INSURER B: Hartford Fire Insurance Co.</td> <td data-bbox="1388 546 1520 577">19682</td> </tr> <tr> <td data-bbox="803 577 1388 609">INSURER C: Twin City Fire Insurance Company</td> <td data-bbox="1388 577 1520 609">29459</td> </tr> <tr> <td data-bbox="803 609 1388 640">INSURER D: Hartford Accident & Indemnity Company</td> <td data-bbox="1388 609 1520 640">22357</td> </tr> <tr> <td data-bbox="803 640 1388 672">INSURER E: Evanston Insurance Company</td> <td data-bbox="1388 640 1520 672">35378</td> </tr> <tr> <td data-bbox="803 672 1388 686">INSURER F:</td> <td data-bbox="1388 672 1520 686"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Underwriters At Lloyds London	15792	INSURER B: Hartford Fire Insurance Co.	19682	INSURER C: Twin City Fire Insurance Company	29459	INSURER D: Hartford Accident & Indemnity Company	22357	INSURER E: Evanston Insurance Company	35378	INSURER F:	
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INSURER E: Evanston Insurance Company	35378														
INSURER F:															
INSURED CDM Smith Inc. 75 State Street Suite 701 Boston MA 02109 USA															

COVERAGES**CERTIFICATE NUMBER:** 570103245887**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 <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	01/01/2024	01/01/2025	<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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PERSONAL & ADV INJURY	\$2,000,000																		
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	01/01/2024	01/01/2025	<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)					
COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000																		
BODILY INJURY (Per person)																			
BODILY INJURY (Per accident)																			
PROPERTY DAMAGE (Per accident)																			
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION						<table border="1"> <tr><td>EACH OCCURRENCE</td><td></td></tr> <tr><td>AGGREGATE</td><td></td></tr> </table>	EACH OCCURRENCE		AGGREGATE									
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	01/01/2024	01/01/2025	<table border="1"> <tr><td><input checked="" type="checkbox"/> PER STATUTE</td><td><input type="checkbox"/> OTHER</td><td></td></tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td>\$1,000,000</td></tr> <tr><td>E.L. DISEASE-EA EMPLOYEE</td><td></td><td>\$1,000,000</td></tr> <tr><td>E.L. DISEASE-POLICY LIMIT</td><td></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. EACH ACCIDENT		\$1,000,000																	
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E.L. DISEASE-POLICY LIMIT		\$1,000,000																	
A	Architects & Engineers Professional			PSDEF2400033 Professional/Claims Made	01/01/2024	01/01/2025	<table border="1"> <tr><td>Each Claim</td><td>\$1,000,000</td></tr> <tr><td>Aggregate</td><td>\$1,000,000</td></tr> </table>	Each Claim	\$1,000,000	Aggregate	\$1,000,000								
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: 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.

Initial

LC

8/19/2024

CERTIFICATE HOLDER**CANCELLATION**

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	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 : ABCEF

Certificate No : 570103245887



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED CDM Smith Inc.
POLICY NUMBER See Certificate Number: 570103245887		
CARRIER See Certificate Number: 570103245887	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	
01.01.24 - 01.01.25 Professional	
Policy: PSDEF2400033	
Beazley (Syndicates 2623/0623) - 25%	
BRIT (Syndicate 2987) - 25%	
Munitus (Syndicates 4242/457/4711/5555) - 12.5%	
Re/Rn (Syndicate 1458) - 10%	
Convex (Syndicate 1984) - 7.50%	
Castel Underwriting (Syndicate 2525) - 5%	
Professional Policy: 42CNP31339704 - 3M po 20M	
National Fire & Marine Insurance Company - 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 PARTThe 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.

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: 01/01/2024

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.

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.
Endorsement Effective Date: 01/01/2024

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.

FOURTH AMENDMENT TO AGREEMENT

This FOURTH AMENDMENT TO AGREEMENT ("**Fourth Amendment**"), is entered into this ~~31st~~^{15th} day of May, 2023 (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.

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

"The term of this Agreement shall commence on the 18th day of April 2018, and shall terminate on the 30th day of June 2026, 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 Exhibit A4 as requested. The Provider acknowledges that the work plan included in Exhibit A4 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 Exhibit B4 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 Fourth Amendment to Agreement shall not exceed \$420,000. Total compensation for this Agreement is \$3,578,930.”

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

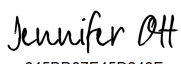
IN WITNESS WHEREOF, the parties have caused this modification of Agreement to be executed on the day and year first above written.

CDM SMITH, INC.
A Massachusetts Corporation

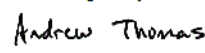


William E. Hurrell, P.E.
Vice President

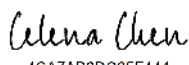
CITY OF ALAMEDA
A Municipal Corporation

DocuSigned by:
 5/31/2023
645BD87E45D243E...
Jennifer Ott
City Manager

RECOMMENDED FOR APPROVAL

DocuSigned by:

DDDE1815B92B4C5...
Andrew Thomas
Planning, Building and Transportation
Director

APPROVED AS TO FORM:
City Attorney

DocuSigned by:

4CA7AB2DC85F444...
Celena H. Chen
Chief Planning Counsel

Central Avenue Safety Improvement Project

Scope of Work: Amendment 4

The purpose of Amendment No. 4 is to provide funding for additional work related to the Fourth Street and Pacific Ave./Main St. roundabouts, providing unanticipated utility coordination associated with aging water infrastructure, conducting supplemental field surveys and coordination with Caltrans for improvements on the State-owned portion during the construction phase.

CDM Smith intensified work efforts and provided supplemental technical staff and management staff resources to successfully meet the critical construction grant deadlines. Additional effort was also needed to respond to continued Caltrans requests and extensive design comments, which went well beyond those that could have been anticipated. The following sections describe the scope of the additional work activities and the related deliverables.

1. Project Management

Project management activities will be extended through the completion of the construction phase, which is now estimated for the middle of 2025. 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. 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.

Assumption(s):

- It is assumed that the completion of design and the construction phase will require an additional six (6) months to complete.

Deliverable(s):

- Monthly invoices with progress reports
- Subcontractor management
- Coordination with outside agencies including Caltrans and utilities.
- Document control
- Quality management

2. Coordination and Team Meetings

CDM Smith will prepare for, attend, and facilitate project related meetings to provide status updates, share information and coordinate project design and construction activities. Additional coordination of staffing resources has been necessary to expedite the design and Caltrans approval process.

Project coordination meetings will be held with City staff, the design team, the Construction Manager (CM), the Construction Contractor, and other attendees as deemed appropriate to address current technical issues. For each meeting, CDM Smith will prepare an agenda, appropriate presentation materials, invitation notices, sign-in sheets, and meeting notes.

The following meetings are added:

- Up to six monthly Project Coordination meetings with City staff and others as needed to provide updates on progress and discuss project design and construction issues. Additional coordination with Kittelson and Associates is anticipated for the Fourth St. roundabout design. Technical Coordination Meetings will be scheduled by CDM Smith and held via Microsoft Teams. Meetings will be held each month and be attended by the CDM Smith Project Manager and up to two technical specialists as appropriate to discuss current technical issues.
- Up to five Caltrans construction coordination meetings to review current construction issues pertaining to the Caltrans-owned portion of the project area, project status and upcoming construction activities and Caltrans related requirements. Meetings will be held via Teams or on-site during the construction phase.

Deliverable(s):

- 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.

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

No changes are needed for this task.

6. Environmental

- No changes are needed for this task.

7. Support Services

Supplemental survey information is needed due to new construction within the project area by the Alameda County School District and Caltrans.

New information from East Bay Municipal Utility District requires additional utility coordination work to avoid and/or mitigate project related impacts to aging water infrastructure.

Deliverable(s):

- Supplement topographic and right of way survey data for newly construction features additional areas.
- Coordination meetings with EBMUD, revised utility documents and additional design details and specifications for water line protection measures.

8. Engineering Plans, Specifications and Estimates

The intense efforts required to complete the one hundred percent design submittal by the stipulated deadline created a need to assign additional staff resources to the project. Completion of the work by the deadline was required by Caltrans as a condition of approval for the construction grant funding. It required the engagement of additional design staff to complete a large amount of work under a compressed schedule. Caltrans provided extensive design comments from multiple groups of which necessitated more than expected design revisions and resubmittals.

Additional design work is also needed as a result of new grant funding for the incorporation of a third roundabout into the project at the Fourth St/Ballena Blvd intersection. The previously developed interim design for the Fourth St/Ballena Blvd intersection will be replaced with the new roundabout design. New design changes are also being incorporated at the Pacific Ave/Main St intersection. The one-way residential access portion of Main St will be modified to eliminate the direct connection with the Pacific Ave/Main St roundabout to further increase safety. A new access connection will be constructed approximately one hundred feet north on Main St.

These design revisions include roadway, bikeway and sidewalk reconfiguration, adjustment of drainage and water quality features, utility relocations, street lighting and landscaping. Additional coordination is needed with other consultants for roundabout concept development and for the design of features connecting to adjacent street improvements such as the Lincoln/Marshall/Pacific Improvement Project.

Assumption(s):

- The interim improvements at the Encinal Ave/Sherman St intersection will remain in the project design.
- The Central Avenue and Lincoln/Marshall/Pacific Avenue project designs will interface just east of the Pacific Ave/Second St intersection.

Deliverable(s):

- Same PS&E submittals as described in the original scope, revised with roundabout design changes.

9. Construction Bid Support

No changes are needed for this task.

10. Engineering Services During Construction

The eastern portion of the project area between Webster St and Sherman St/Encinal Ave is owned by Caltrans. Based on the level of previous Caltrans coordination during the design phase, additional construction phase coordination with Caltrans inspectors, resident engineers and other staff will be required for work in this area. CDM Smith will provide the supplemental construction phase services including support to the City, the Construction Manager and the Construction Contractor with the interpretation of and response to Caltrans requirements and requests related to compliance with state standards, construction documentation requirements and design clarifications. CDM Smith will also provide as-needed on-site support to clarify design questions, evaluate compliance with the design, and evaluate and develop construction change order documents if necessary.

Assumption(s):

1. 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.

Deliverable(s):

1. Support the City and CM in responding to Caltrans requests and questions on CDM Smith produced design documents including PS&E, Stormwater Pollution Prevention Plan (SWPPP), Traffic Management Plan (TMP), utility and right of way documents.
2. Response to up to ten (10) Caltrans review iterations of final close-out construction records including costs, design documents, record drawings, project history and right of way documentation.

Docusign Envelope ID: A4EE15FC-A8DD-4251-9625-03040D3DB225

Alameda Central Avenue Safety Improvement Project PS&E and Construction Engineering Services																					
4/17/2023																					
Task	Dave Jensen	Bill Hurrell	Stefan Schuster	Jake Gunther	Hadly Seidman	Damien David	Shaheen Siddiqui	Daneel Ruppert	Russ Vadenais	Kaehler Chaney	Kara Davis	Kelly Paulsen	Christine Wood	Manisha Senapati	Hours Total	Labor Cost	Other Direct Costs	PLS Surveys	CHS Consulting Group	PGA Design	Total Cost
1 Project Management																					
1.1 Project Management	8	4	60	16						16		16	48	40	208	\$ 41,825					\$ 41,825
2 Coordination and Team Meetings																					
2.1 Coordination and Meetings		4	40	40			12								96	\$ 22,346					\$ 22,346
3 Public Outreach and Meetings	No Change to this task																				
4 Caltrans Project Development	No Change to this task																				
5 Traffic Analysis															0	\$ -					\$ -
6 Environmental Documentation															0	\$ -					\$ -
7 Support Services	0 \$ -																				
7.1 Support Services			60	40	80	80					48		4	8	320	\$ 50,257		\$ 10,000			\$ 60,257
8 Engineering Plans, Specifications, and Estimates																					
8.1 Final Plan Development	8	8	120	200	200	120	16	120	40	24	40				896	\$ 147,134			\$ 30,000	\$ 7,500	\$ 184,634
8.2 Final Specifications															0	\$ -					\$ -
8.3 Engineer's Opinion of Probable Construction Costs															0	\$ -					\$ -
9 Construction Bid Support	No Change to this task																				
9.1 Construction Bid Support															0	\$ -					\$ -
10 Construction Engineering Services																					
10.1 Construction Engineering Services	4	4	100	100	80			80							368	\$ 67,257	\$ 5,000				\$ 72,257
Total Hours	20	20	380	396	360	200	28	200	40	40	88	16	52	48	1,888	\$ 328,819	\$ 5,000	\$ 10,000	\$ 30,000	\$ 7,500	\$ 381,319



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





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/22/2022

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: <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Commerce & Industry Ins Co</td> <td>19410</td> </tr> <tr> <td>INSURER B: Underwriters At Lloyds London</td> <td>15792</td> </tr> <tr> <td>INSURER C: Liberty Insurance Corporation</td> <td>42404</td> </tr> <tr> <td>INSURER D: Liberty Mutual Fire Ins Co</td> <td>23035</td> </tr> <tr> <td>INSURER E: LM Insurance Corporation</td> <td>33600</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Commerce & Industry Ins Co	19410	INSURER B: Underwriters At Lloyds London	15792	INSURER C: Liberty Insurance Corporation	42404	INSURER D: Liberty Mutual Fire Ins Co	23035	INSURER E: LM Insurance Corporation	33600	INSURER F:	
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INSURER E: LM Insurance Corporation	33600														
INSURER F:															
INSURED CDM Smith Inc. 75 State Street Suite 701 Boston MA 02109 USA															

COVERAGES

CERTIFICATE NUMBER: 570096932040

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 CERTIFICATION 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
C	<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:			TB7611B8T8Z6043	01/01/2023	01/01/2024	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
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS2-611-B8T8Z6-063	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WA561DB8T8Z6013	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
E	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	AOS WC5611B8T8Z6023 WI	01/01/2023	01/01/2024	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
B	Archit&Eng Prof			PSDEF2300033 Professional/Claims Made	01/01/2023	01/01/2024	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: 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

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	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 : ABCEF

Certificate No : 570096932040

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED CDM Smith Inc.	
POLICY NUMBER See Certificate Number: 570096932040			
CARRIER See Certificate Number: 570096932040	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							
C		N/A		WA761DB8T8Z6033 MA & PR	01/01/2023	01/01/2024		



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED CDM Smith Inc.
POLICY NUMBER See Certificate Number: 570096932040		
CARRIER See Certificate Number: 570096932040	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 PSDEF2300033

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: TB7611B8T8Z6043

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-B8T8Z6-043
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: TB7611B8T8Z6043

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

<p>Name Of Person Or Organization:</p> <p>PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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: AS2-611-B8T8Z6-063

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-B8T8Z6-063

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.

**CERTIFICATE OF PROPERTY INSURANCE**DATE (MM/DD/YYYY)
12/29/2022

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.

PRODUCER Aon Risk Services Northeast, Inc. Boston MA Office 53 State Street Suite 2201 Boston MA 02109 USA	CONTACT NAME:	
INSURED CDM Smith Inc. 75 State Street Suite 701 Boston MA 02109 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #: 10518329	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Travelers Property Cas Co of America	25674
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 570097098639**REVISION NUMBER:**

LOCATION OF PREMISES/ DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Central Avenue Complete Street Project Initiation Document.

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		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	X	PROPERTY	QT6306B272843TIL23 Commercial Property	01/01/2023	01/01/2024	BUILDING	
		CAUSES OF LOSS				PERSONAL PROPERTY	
		BASIC				X BUSINESS INCOME	\$5,000,000
		BROAD				X EXTRA EXPENSE	\$25,000
		CONTENTS				RENTAL VALUE	
	X	SPECIAL				BLANKET BUILDING	
		EARTHQUAKE				X BLANKET PERS PROP	\$84,457,336
		WIND				BLANKET BLDG & PP	
		FLOOD				X Valuable Papers	\$1,000,000
	X	Bkt PP Ded					
A	X	INLAND MARINE	TYPE OF POLICY Equipment Flotr	01/01/2023	01/01/2024	X Leased/Rented Equipment	\$750,000
		CAUSES OF LOSS	POLICY NUMBER QT6306B272843TIL23			X Deductible	\$10,000
		NAMED PERILS	Contractors Equipment				
	X	All Risk					
		CRIME					
		TYPE OF POLICY					
		BOILER & MACHINERY / EQUIPMENT BREAKDOWN					

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

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Holder Identifier :

570097098639

CERTIFICATE NUMBER:



THIRD AMENDMENT TO AGREEMENT

This THIRD AMENDMENT TO AGREEMENT (“**Third Amendment**”), is entered into this 7th day of December, 2022 (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 (“Service Provider Agreement”) in an amount not to exceed \$372,928.

B. On June 10, 2019, the parties entered into an amendment to the Agreement (“First Amendment to Agreement”) to extend the term of the Agreement to June 30, 2020.

C. On November 7, 2019, the parties entered into an amendment to the Agreement (“Second Amendment to Agreement”) 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. 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. Paragraph 1 (“Term”) of the Agreement is modified to read as follows:

“The term of this Agreement shall commence on the 18th day of April 2018, and shall terminate on the 30th day of June 2025, 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 Exhibit A3 as requested. The Provider acknowledges that the work plan included in Exhibit A3 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 Exhibit B3 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 B3.”

“b. The total compensation under this Third Amendment to Agreement shall not exceed \$586,000. Total compensation for this Agreement is \$3,158,930.”

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 following page

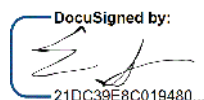
IN WITNESS WHEREOF, the parties have caused this modification of Agreement to be executed on the day and year first above written.

CDM SMITH, INC.
A Massachusetts Corporation



William E. Hurrell, P.E.
Vice President

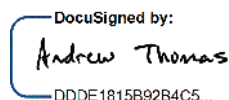
CITY OF ALAMEDA
A Municipal Corporation

DocuSigned by:


12/7/2022

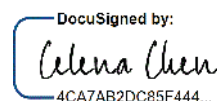
21DC39E8C019480...
Erin Smith
Acting City Manager

RECOMMENDED FOR APPROVAL

DocuSigned by:


DDDE1815B92B4C5...
Andrew Thomas
Planning, Building and Transportation
Director

APPROVED AS TO FORM:
City Attorney

DocuSigned by:


4CA7AB2DC85F444...
Celena H. Chen
Chief Planning Counsel

Central Avenue Safety Improvement Project

Scope of Work: Amendment 3

The purpose of Amendment No. 3 is to expand the scope of work and add budget to provide for additional services including roundabout planning and design, and construction phase engineering services, as well as additional out of scope services related to Caltrans' requirements such as document revisions and added traffic analysis and environmental studies. Design work is underway and has required additional work and support studies to meet the construction grant funding requirements and an accelerated schedule. The contract term will be extended through the anticipated completion of construction on December 31, 2024. The following sections describe the additional work activities and the related deliverables.

1. Project Management

Project management activities will be extended through the completion of the construction phase, which is currently estimated for the end of 2024. 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. 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.

Assumption(s):

- It is assumed that the completion of design and the construction phase will require an additional eighteen (18) months to complete.

Deliverable(s):

- Monthly invoices with progress reports
- Subcontractor management
- Coordination with outside agencies including Caltrans and utilities
- Document control
- Quality management

2. Coordination and Team Meetings

CDM Smith will prepare for, attend, and facilitate project related meetings to provide status updates, share information and coordinate project design and construction activities. Project

coordination meetings will be held with City staff, the design team, the Construction Manager (CM), the Construction Contractor, and other attendees as deemed appropriate to address current technical issues. For each meeting, CDM Smith will prepare an agenda, appropriate presentation materials, invitation notices, sign-in sheets, and meeting notes.

The following meetings are added:

- Up to eighteen monthly Project Coordination meetings with City staff and others as needed to provide updates on progress and discuss project design and construction issues. Technical Coordination Meetings will be scheduled by CDM Smith and held via Microsoft Teams. Meetings will be held each month and be attended by the CDM Smith Project Manager and up to two technical specialists as appropriate to discuss current technical issues.
- Up to six property owner's meetings to provide information on construction activities, receive and discuss comments and questions and coordinate access issues. Meetings to be held in-person during the construction phase.
- Up to ten utility coordination meetings to discuss project related conflicts with existing utility infrastructure and coordinate utility relocations and agreements. Meetings to be held via Teams and on-site during the final PS&E phase.
- One pre-construction meeting with the City, Caltrans, 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, permit requirements, and coordination with local utilities. It is assumed that the City or CM will lead this virtual meeting via Teams or another remote meeting platform.
- Up to ten 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. Meetings to be held via Teams or on-site during the construction phase.
- Up to two site visits per month, with a total of up to eighteen, 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. Meetings to be held on-site during the construction phase.

Deliverable(s):

- 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.

3. Public Outreach and Meetings

No changes are needed for this task.

4. Caltrans Project Development

The Caltrans Project Report (PR) and Design Standard Decision Document (DSDD) required additional effort to complete due to the unanticipated number of Caltrans review iterations and the large number of reviewers.

It was originally assumed that one set of review comments would be provided by the City and one set would be provided by Caltrans. Caltrans requested eight revisions to the PR and twelve revisions to the DSDD prior to finalization.

5. Traffic Analysis

Due to the availability of updated traffic count and collision data sets, Caltrans requested a revised traffic analysis. The updated datasets were obtained and re-analyzed, and the results are documented in the PR and DSDD.

6. Environmental

Additional NEPA environmental studies were required by Caltrans to support the addition of the roundabouts into the design. Multiple documents required additional information and analysis to be added and additional review cycles. The additional environmental documentation and compliance activities included:

- Revised Project Description
- Additional public outreach and virtual room
- Visual Impact Analysis
- Air Quality Study and Interagency Coordination
- Natural Environment Study
- Hazardous Waste Initial Site Assessment
- Water Quality Assessment and Storm Water Data Report

Deliverable(s):

- Additional environmental analyses and documentation as listed above to support Caltrans NEPA approval.

7. Support Services

Additional engineering studies have been completed to support the addition of the roundabouts into the design and to meet the construction grant funding deadlines. The additional required investigations have included:

- Intersection Control Evaluations (ICE)
- FHWA Highway Safety Manual (HSM) Analysis
- Roundabout performance checks
- Analysis and outreach for roundabout safety for the visually impaired
- Encinal/Sherman Roundabout northbound through movement analysis
- Additional survey (Gas Station Parcel at Sherman/Encinal)
- Coordination with Native American tribes to include recommended native plant species in the roundabout landscape areas.
- Utility coordination to evaluate and resolve conflicts with roundabout design components such as full-depth pavement reconstruction, new street lighting and drainage system modifications.
- Drainage analysis associated with roundabout construction including siting and sizing new conveyances, inlets, and green infrastructure facilities.

8. Engineering Plans, Specifications and Estimates

The project design has been revised to incorporate up to four new roundabouts at three existing signalized intersections and one stop controlled intersection. Due to limited construction funding, one or more of the roundabouts will be constructed during a future phase and the associated design will be limited to the preliminary level (approximately 30 percent design). For the future phase roundabouts, interim designs will be developed to conform the intersections with the other proposed improvements, such as lane reductions and new bike facilities. Cost estimating support will be provided to support the pursuit of additional grant funding for unfunded roundabouts.

The additional roundabout design features are included in each design milestone (35%, 65%, 95%, 100% and the final bidding documents).

Assumption(s):

- The roundabout design components will require an additional five sheets of design drawings per roundabout for a total of up to twenty additional sheets.

Deliverable(s):

- Same PS&E submittals as described in the original scope, revised with roundabout designs.

9. Construction Bid Support

No changes are needed for this task.

10. 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 to facilitate their management of the project's construction.

Field Visits

CDM Smith will conduct monthly, (up to eighteen), 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 observed design deviations

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. CDM Smith 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's proposed costs. 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. Submittals will be reviewed and written responses provided with comments, and recommendations (e.g. no exceptions noted, amend and resubmit). 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. Project Record Drawings will also be developed and submitted as described below.

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):

1. 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.
2. 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.

Deliverable(s):

1. Written responses for up to twenty RFIs and ongoing coordination and communications as needed to resolve the issue.
2. Evaluation of up to ten submittals from the Construction Contractor and written responses to indicate approval, rejection or the need for additional information.
3. 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.
4. Development of up to five SWPPP amendments to support compliance with the stormwater construction permit.
5. Final project documentation package including field reports and photographs, meeting notes and other correspondence, and documentation of submittals, RFIs, and CCOs.
6. One set of project Record Drawings in PDF format.

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Alameda Central Avenue Safety Improvement Project PS&E and Construction Engineering Services																				
11/6/2022																				
Task	Dave Jensen	Bill Hurrell	Stefan Schuster	Jake Gunther	Hadly Seidman	Damien David	Shaheen Siddiqui	Daneel Ruppert	Russ Vadenais	Kaehler Chaney	Kara Davis	Szu-han Chen	Austin Ford	Michael Keller	Kelly Paulsen	Christine Wood	Manisha Senapati	Hours Total	Base Year Labor Cost	
1 Project Management																				
1.1 Project Management	16		60	30						30					40	60	30	266	\$	50,607
2 Coordination and Team Meetings																				
2.1 Coordination and Meetings		8	60	60			30											158	\$	34,815
3 Public Outreach and Meetings																				
4 Caltrans Project Development																				
			20	25	25	25		25											120	\$ 17,926
5 Traffic Analysis																				
			20	25	25	25		25											120	\$ 17,926
6 Environmental Documentation																				
			20	25	25	25		25											120	\$ 17,926
7 Support Services																				
7.1 Support Services			40	25	25	25	0	25	40	80	80								340	\$ 48,690
8 Engineering Plans, Specifications, and Estimates																				
8.1 Final Plan Development			40	360	430	420	20	400	40	40			150	120					2020	\$ 264,915
8.2 Final Specifications			20	40			10												70	\$ 13,838
8.3 Engineer's Opinion of Probable Construction Costs			20	40			10												70	\$ 13,838
9 Construction Bid Support																				
9.1 Construction Bid Support																			0	\$ -
10 Construction Engineering Services																				
10.1 Construction Engineering Services			80	100	100	100													380	\$ 60,567
Total Hours	16	8	380	730	630	620	70	500	80	150	80	0	150	120	40	60	30	3,664	\$	541,048



**CERTIFICATE OF LIABILITY INSURANCE**DATE(MM/DD/YYYY)
11/08/2022

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: <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 E: Commerce & Industry Ins Co	19410														
INSURER F:															
INSURED CDM Smith Inc. 75 State Street Suite 701 Boston MA 02109 USA															

COVERAGES**CERTIFICATE NUMBER:** 570096406688**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:			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 <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED 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 <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> 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	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
A				AOS	01/01/2022	01/01/2023	E.L. EACH ACCIDENT \$1,000,000
				WC5611B8T8Z6022			E.L. DISEASE-EA EMPLOYEE \$1,000,000
				WI			E.L. DISEASE-POLICY LIMIT \$1,000,000
D	Archit&Eng Prof			PSDEF2200033	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: 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.

DS

11/17/2022

CERTIFICATE HOLDER**CANCELLATION**

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	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 : ABCEF

Certificate No : 570096406688

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED CDM Smith Inc.	
POLICY NUMBER See Certificate Number: 570096406688			
CARRIER See Certificate Number: 570096406688	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		



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED CDM Smith Inc.
POLICY NUMBER See Certificate Number: 570096406688		
CARRIER See Certificate Number: 570096406688	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% NAIC # AA-1128623/AA-1126623
BRIT (Syndicate 2987) - 25% NAIC # AA-1128987
Munitus (Syndicate 4242) - 12.5% NAIC # AA-1120067
Re/Rn (Syndicate 1458) - 10% NAIC # AA-1120102
Arch Insurance (UK) Limited - 5% NAIC # AA-1120053
Convex Insurance UK Limited - 7.50% NAIC # AA-1120191
National Fire & Marine Insurance Company - 15% NAIC # 20079

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: 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.



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



Certification of Compliance With the City of Alameda's Vaccination Requirement

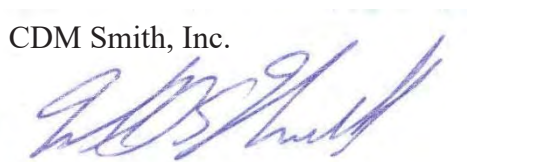
The City of Alameda ("City") requires all individuals who perform work for the City to be fully vaccinated¹ against COVID-19. All service providers and contractors for the City must sign the following statement certifying compliance with this requirement.

By signing below, I certify that all of our personnel who are performing work for the City are fully vaccinated against COVID-19. I also acknowledge that the City reserves the right to review any relevant records to demonstrate our compliance with this requirement.

I declare under penalty of perjury that the foregoing is true and correct.

CDM Smith, Inc.

Date: November 14, 2022



By: William E. Hurrell, P.E.

Its Vice President

¹ For the purposes of this Certification of Compliance, an individual is considered to be fully vaccinated if two weeks have passed since their second dose in a 2-dose series (such as the Pfizer or Moderna vaccines) or if two weeks have passed since receiving their single-dose vaccine (such as Johnson & Johnson's Janssen vaccine).

SECOND AMENDMENT TO AGREEMENT

This Second Amendment of the Agreement, entered into this 7th day of Nov, 2019 (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 April 18, 2018, an agreement was entered into by and between City and Provider (hereinafter "Agreement") in an amount not to exceed \$372,928.00.

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

C. 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 the undersigned parties as follows:

1. The first paragraph of Section 1 ("Term") of the Agreement is modified to read as follows:

"The term of this Agreement shall commence on the 18th day of April 2018, and shall terminate on the 30th day of June 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 Exhibit A2 as requested. The Provider acknowledges that the work plan included in Exhibit 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 Exhibit 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 Exhibit B2."

"b. The total compensation under this Second Amendment to Agreement shall not exceed \$2,200,000. Total compensation for this Agreement is \$2,572,928."

4. To comply with federal Caltrans requirements, the following provisions are added to the Agreement as follows:

“25. ALLOWABLE COSTS AND PAYMENTS

The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY'S approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work.

“26. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.

“27. AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.

B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.

D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an

AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by Caltrans Audits and Investigation (A&I). Caltrans A&I, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During Caltrans A&I's review of the ICR audit work papers created by the CONSULTANT's independent CPA, Caltrans A&I will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans A&I identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by A&I.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
- b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
- c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If Caltrans A&I is unable to issue a cognizant letter per paragraph E.1. above, Caltrans A&I may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans A&I will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if Caltrans A&I is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) Caltrans A&I accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) Caltrans A&I has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

"28. PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:

1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

“29. DEBARMENT AND SUSPENSION CERTIFICATION

A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
3. Does not have a proposed debarment pending; and
4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

“30. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

A. This AGREEMENT is subject to 49 CFR Part 26 entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”. CONSULTANTS who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.

B. The goal for DBE participation for this AGREEMENT is 7%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in Exhibit 10-O1: Consultant Proposal DBE Commitment, or in Exhibit 10-O2: Consultant Contract DBE Commitment attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE

goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. DBEs and other small businesses, as defined in 49 CFR Part 26 are encouraged to participate in the performance of AGREEMENTs financed in whole or in part with federal funds. The LOCAL AGENCY, CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LOCAL AGENCY deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible

E. A DBE firm may be terminated only with prior written approval from LOCAL AGENCY and only for the reasons specified in 49 CFR §26.53(f). Prior to requesting LOCAL AGENCY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR §26.53(f). If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

F. Consultant shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of Consultant) pursuant to prior written authorization of the LOCAL AGENCY's Contract Administrator.

G. A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.

H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

K. Upon completion of the AGREEMENT, a summary of these records shall be prepared and submitted on the form entitled, Exhibit 17-F: Final Report-Utilization of Disadvantaged Business Enterprise (DBE) First-Tier Subconsultants, certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment.

L. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.

M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

"31. INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

"32. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board."

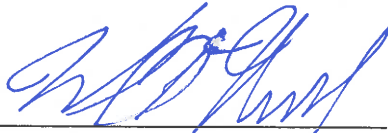
5. Except as expressly modified herein, all other terms and covenants set forth in the

Agreement shall remain the same and shall be in full force and effect.

Signatures on 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



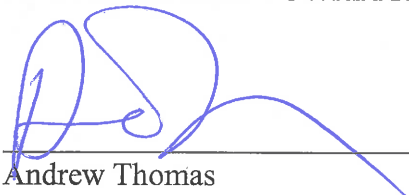
William E. Hurrell, P.E.
Vice President

CITY OF ALAMEDA
A Municipal Corporation




Eric J. Levitt
City Manager

RECOMMENDED FOR APPROVAL



Andrew Thomas
Planning, Building and Transportation
Director

APPROVED AS TO FORM:
City Attorney



Celena H. Chen
Chief Planning Counsel

FIRST AMENDMENT TO AGREEMENT

This First Amendment of the Agreement, entered into this 10th day of June, 2019 (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 April 18, 2018, an agreement was entered into by and between City and Provider (hereinafter "Agreement") in an amount not to exceed \$372,928.00.

B. 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 the undersigned parties as follows:

1. The first paragraph of Section 1 ("Term") of the Agreement is modified to read as follows:

"The term of this Agreement shall commence on the 18th day of April 2018, and shall terminate on the 30th day of June 2020, unless terminated earlier as set forth herein."

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.

Signatures on following page

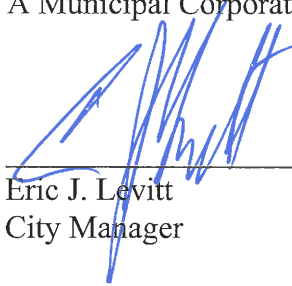
IN WITNESS WHEREOF, the parties have caused this modification of Agreement to be executed on the day and year first above written.

CDM SMITH, INC.
A Massachusetts Corporation



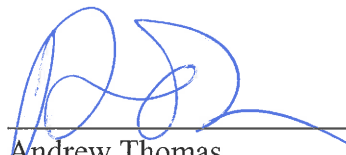
William E. Hurrell, P.E.
Vice President

CITY OF ALAMEDA
A Municipal Corporation



Eric J. Levitt
City Manager

RECOMMENDED FOR APPROVAL



Andrew Thomas
Acting Planning, Building and
Transportation Director

APPROVED AS TO FORM:
City Attorney



Celena H. Chen
Chief Planning Counsel

SERVICE PROVIDER AGREEMENT

THIS SERVICE PROVIDER AGREEMENT ("**Agreement**") is entered into this 18th day of April, 2018, by and between 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**"), in reference to the following:

RECITALS:

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: Engineering, planning and outreach services for transportation complete street projects. City staff issued a request for qualifications on October 17, 2017. After a submittal period of 28 days, City staff received 13 timely submitted qualifications, interviewed 9 consultant teams, and selected 5 as qualified Engineering Teams on the Certified List. On January 18, 2018, City staff issued a request for proposals to the Engineering Teams on the Certified List for the Central Avenue Complete Street Project Initiation Document and Optional Amendments for the Project Approval and Environmental Document and the Plans, Specifications and Estimate. After a submittal period of 21 days, City staff received 4 timely submitted proposals and selected the Engineering Team that best meets the City's needs.
- C. Provider is specially trained, experienced and competent to perform the special services that will be required by this Agreement.
- D. City and Provider desire to enter into an agreement for engineering, planning and outreach services for transportation complete street on Central Avenue, upon the terms and conditions herein.

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

1. TERM:

The term of this Agreement shall commence on the 18th day of April 2018, and shall terminate on the 30th day of June 2019, unless terminated earlier as set forth herein.

This Agreement may be mutually extended on a year-by-year basis, for up to four (4) additional years, at the sole discretion of the City Manager, based, at a minimum, upon satisfactory performance of all aspects of this Agreement. The City Manager may submit written notice that the Agreement is to be extended at the same terms and compensation as the existing Agreement.

2. SERVICES TO BE PERFORMED:

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

3. COMPENSATION TO PROVIDER:

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 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 B.

b. The total compensation for the work under this Agreement is not to exceed **\$372,928**.

4. STANDARD OF CARE:

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

5. INDEPENDENT PARTIES:

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider.

6. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

7. NON-DISCRIMINATION:

Consistent with City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Provider or Provider's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex,

age, or sexual orientation will not be tolerated. Provider agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

8. HOLD HARMLESS:

a. Provider shall indemnify, defend, and hold harmless the City, its City Council, boards, commissions, officials, employees, and volunteers ("**Indemnitees**") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("**Claims**"), arising from or in any manner connected to Provider's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Provider. However, Provider shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

b. **Indemnification for Claims for Professional Liability Only:** As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.

c. Provider's obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

9. INSURANCE:

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with subsections 10A, B, C and D. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda. Attention: Risk Manager."

b. It is agreed that Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

A. COVERAGE:

Provider shall maintain the following insurance coverage:

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury: \$1,000,000 each occurrence
 \$2,000,000 aggregate - all other

Property Damage: \$1,000,000 each occurrence
 \$2,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury: \$1,000,000 each occurrence
Property Damage: \$1,000,000 each occurrence

or

Combined Single Limit: \$2,000,000 each occurrence

(4) Professional Liability:

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Provider in the following minimum limits:

\$1,000,000 each occurrence

B. SUBROGATION WAIVER:

Provider agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Provider shall look solely to its insurance for recovery. Provider hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Provider or City with respect to the services of Provider herein, a waiver of any right to subrogation which any such insurer of said Provider may acquire against City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Provider's name or as an agent of the Provider and shall be compensated by the Provider for the costs of the insurance

premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. ADDITIONAL INSURED:

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except worker's compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider.

10. CONFLICT OF INTEREST:

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement requires Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

11. PROHIBITION AGAINST TRANSFERS:

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager may consent or reject such request in his/her sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Provider, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Provider is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of the corporation.

12. APPROVAL OF SUB-PROVIDERS:

a. Only those persons and/or businesses whose names and resumes are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in his/her sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by the Provider. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement.

c. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information which the Provider then analyzes and incorporates into its work product.

13. PERMITS AND LICENSES:

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City Business License that may be required in connection with the performance of the services and tasks hereunder.

14. REPORTS:

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or his/her designee.

c. Provider shall, at such time and in such form as City Manager or his/her designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

d. Notwithstanding any other provision of this Agreement to the contrary, Provider shall retain its rights in its pre-existing standard drawing details, designs, specifications, databases, computer software, proprietary information, documents, templates, and any other property owned by Provider on the date of this Agreement or developed outside of this Agreement.

15. RECORDS:

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of the Provider's performance under the Agreement, as well as maintain books and records related to sales, costs,

expenses, receipts and other such information required by City that relate to the performance of the services and tasks under this Agreement (collectively the “**Records**”).

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

16. NOTICES:

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to City shall be addressed to City at:

City of Alameda
Base Reuse and Transportation Planning Department
2263 Santa Clara Avenue, Room 130
Alameda, CA 94501
ATTENTION: Gail Payne, Senior Transportation Coordinator
Ph: (510) 747-6892

e. All notices, demands, requests, or approvals from City to Provider shall be addressed to Provider at:

CDM Smith
220 Montgomery Street, Suite 1418
San Francisco, CA 94104
ATTENTION: Thaddeus Wozniak, P.E.
Ph: 415-495-6201

17. SAFETY:

a. The Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. The Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. The Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. The Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

18. TERMINATION:

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within seven (7) business days after receipt by Provider from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default; City may thereafter immediately terminate the Agreement forthwith by giving to the Provider written notice thereof.

b. The foregoing notwithstanding, City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

19. ATTORNEY'S FEES:

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this

Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorneys' fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the Alameda City Attorney's services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

20. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the Term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by the Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by City.

21. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed in a State or Federal court of competent jurisdiction in the County of Alameda, State of California.

22. WAIVER:

A waiver by City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

23. INTEGRATED CONTRACT:

The Recitals and Exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Provider.

24. CAPTIONS:

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

Signatures on next page

IN WITNESS WHEREOF, the parties have caused the 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

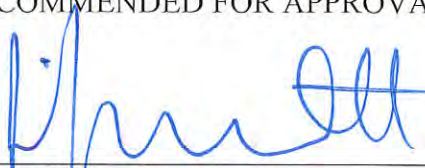
CITY OF ALAMEDA
A Municipal Corporation



Elizabeth D. Warmerdam
Acting City Manager

By:
Title:

RECOMMENDED FOR APPROVAL



Jennifer Ott
Base Reuse and Transportation Planning
Director

APPROVED AS TO FORM:
City Attorney



Andrico Q. Penick
Assistant City Attorney

Alameda Central Avenue Complete Street

Project Scope of Work – PID Phase

1. Project Management

The scope outlined below for Project Management will cover activities through the Project Initiation Phase. Scope for tasks, as needed, will be added or expanded for the future optional tasks. The subtasks described below will allow CDM Smith (CONSULTANT) to 1) measure contract conformance, 2) manage risks, changes and quality, 3) lead the CONSULTANT team, 4) communicate with the City of Alameda (CITY), and 5) successfully deliver the requirements of this scope of work.

1.1 Project Management Plan (PMP)

CDM Smith (CONSULTANT) will update and maintain a PMP that will include a project risk register and a project schedule. The risk register will identify potential risks and delineate the actions needed to mitigate the risks. The PMP will be reviewed at the monthly coordination meetings and updated accordingly.

Deliverable(s):

1. Project Schedule (electronic P6 and PDF).
2. PMP (electronic PDF or DOCX).

1.2 Monthly Progress Reports and Invoices

The CONSULTANT will submit a progress report and invoice each month in a format that is agreed upon by the CITY.

Invoices will be tracked at the task level, including SUBCONSULTANTS.

Progress reports will describe the work accomplished during the billing period, including the status of individual tasks, meetings attended, and action or information needed from the CITY. The progress reports will include a summary of start, finish, and percent complete for deliverable tasks during the billing period, percent complete of overall project elements, tasks performed over the billing period, and anticipated deliverable tasks for the next month. Meetings attended will also be cited. The progress reports will also identify any problems, issues, concerns and project scope, schedule, and budget and impacts and will offer potential solutions for resolving them.

Assumption(s):

Monthly progress reports and invoices will be for the period of April 2018 through March 2019.

Deliverable(s):

1. Monthly progress reports (electronic PDF).

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will be included in a Quality Management Plan (QMP). QA provides a framework for consistent work practices, and QC prescribes procedures to ensure quality work practices are executed. The CONSULTANT Quality Manager (CQM) will confirm that QC procedures defined in the QMP are met prior to the release of deliverables to the CITY. The CITY Project Manager, will review the quality audits conducted by the CONSULTANT and at its discretion perform its own review of project QC documentation in coordination with the CQM.

1.5.1 Project Specific QMP

The CONSULTANT will prepare a draft and final QMP covering planned activities in the Project Initiation Phase. One revision to this QMP may be made during the Project Initiation Phase.

The following is a draft outline for the Project Initiation Phase QMP:

- Introduction
- Quality Control Reviews
- Checking of Calculations
- Checking of Drawings
- Quality Assurance
- Reporting Structure
- Document Control
- Control of Sub-Consultants

The QMP will identify and list the types of deliverables subject to quality review. The quality system approach will include the QC steps of originator, checker, back checker, corrector, and verifier and the QA audit checklist. The CQM will review the QMP with task leaders.

Assumption(s):

1. The QMP will only address Project Initiation Phase work activities
2. The draft QMP will be revised once based on the CITY a review comments.

Deliverable(s):

1. A Project Initiation Phase QMP including forms (e.g., Audit Report Checklist) in accordance with project submittal procedures and requirements
2. A spreadsheet or other tracking mechanism approved by the CITY that will track responses to each of the comments made by the CITY during the review of the draft and final QMP.

1.5.2 QA/QC Documentation

The CONSULTANT will prepare project deliverables in accordance with QMP requirements for the CITY's review and properly document the review comments and their resolution.

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2.1.2 Management Team Meetings

The CONSULTANT will plan and facilitate up to six (6) management team meetings, held via conference call. The purpose of the meetings is to discuss and update the PMP, schedule, risk register, and issues log. Attendees will include the Project Manager from CDM Smith and the Project Manager from the CITY.

Assumption(s):

1. Meetings will be held via teleconference.
2. Meetings will be up to thirty (30) minutes and will be held every other month.

Deliverable(s):

1. Draft meeting notes (electronic PDF).
2. Final meeting notes (electronic PDF).

2.1.3 CITY and CONSULTANT Coordination Meetings

The CONSULTANT will plan and facilitate up to eleven (11) CITY staff and CONSULTANT team monthly meetings to coordinate work.

The CITY and CONSULTANT team meetings will include task leads. The purpose of the meetings is to coordinate and resolve project issues and will include only those key team members that need to attend.

Assumption(s):

1. Meetings will be up to two hours and will be held monthly.

Deliverable(s):

1. Meeting agendas.
2. Draft meeting notes (electronic PDF).
3. Final meeting notes (electronic PDF).

2.2 Coordination Meetings**2.2.1 Technical Advisory Committee (TAC) Meeting**

The CONSULTANT will facilitate one (1) TAC meeting early in the PID process. The suggested TAC meeting would be held to review the corridor assessment and proposed changes to the previous conceptual design and prepare for the public outreach tasks. The CONSULTANT team will work closely with CITY staff to identify TAC members; preliminarily, we recommend that TAC members include internal CITY representatives from the Transportation Planning, Community Development, Public Works and other relevant departments. The CONSULTANT will prepare meeting materials; CITY staff will be responsible for final determination of TAC membership and will arrange meeting logistics.

Assumption(s):

Alameda Central Avenue Complete Street Project

One round of print or electronic outreach materials such as an e-blast, flier, or postcard to invite participants to the community workshop (described in Task 3.2 below), to be printed/distributed by CITY staff using a variety of existing CITY email lists and social media platforms.

Content for one to two questions or exercises on Open Forum, the CITY's online engagement website maintained by Peak Democracy/OpenGov.

Assumption(s):

1. The CITY will provide a single set of internally reconciled comments on the outreach materials from City staff, Caltrans, and any other project team members and will do a single round of edits to the materials.

Deliverable(s):

1. One-page fact sheet (draft and final)
2. Outreach materials (draft and final)
3. Content for exercises on Open Forum (up to two questions or exercises)

3.2 Community Workshop

The CONSULTANT will collaborate with CITY staff to organize and facilitate a community workshop focused on the Central Avenue/Webster Street intersection. The specific format of the workshop will be refined based on the CITY's objectives for the meeting. The CONSULTANT will provide meeting materials, a presentation, facilitation, and equipment such as easels, chart paper, workbooks, etc. as needed.

Assumption(s):

1. The CITY will provide the workshop location with required furniture, such as tables and chairs.
2. CONSULTANT will prepare meeting materials (as described in Task 3.4 below) and facilitate the meetings.

3.3 Stakeholder Meetings

The CONSULTANT will facilitate up to two stakeholder meetings to review the status of the Council-approved complete street concept, explain the PID process, and gather input on any unanswered questions relating to transportation deficiencies, project goals, and/or range of alternatives, with a particular focus on the Central Avenue/Webster Street intersection. Stakeholders will be identified in close consultation with the City, and may include local business owners and business associations; bicycle, pedestrian, and/or transit advocates; students and school representatives; and/or residents along the corridor. This scope assumes that City staff will provide contact information for individual stakeholders and will provide the meeting space; the CONSULTANT will prepare meeting materials (as described in Task 3.4 below) and facilitate the meetings.

Alameda Central Avenue Complete Street Project

1. One (1) Pre-PID meeting will be held at the Caltrans District 4 offices in Oakland.
2. The Pre-PID meeting will entail:
 - Preparing and finalizing the project charter
 - Preparing and finalizing the cooperative agreement
 - Setting the framework for getting consensus on the Purpose-and-Need
 - Setting the framework for agreeing on the design concept and scope
 - Agreeing on the basic design criteria
 - Identifying known deficiencies
 - Discussion on who is the lead agency for California Environmental Quality Act (CEQA)

Deliverable(s):

1. Meeting agenda.
2. Draft meeting notes (electronic PDF).
3. Final meeting notes (electronic PDF).

4.1.2 Develop Purpose-and-Need

The CONSULTANT will work with the CITY and Caltrans to develop a clearly defined Purpose-and-Need statement that identifies the initial transportation deficiency and establishes the objectives that will be met by the project. The Purpose-and-Need will be based on the existing Purpose-and-Need defined in the Concept Report, and be revised and expanded to incorporate changing conditions since the Concept Report was published to be compliant with Caltrans requirements.

Deliverable(s):

1. Draft Purpose-and-Need (electronic PDF).
2. Final Purpose-and Need statement (electronic PDF).

4.1.3 Gather and Review Existing Data

The CONSULTANT will obtain the available and most current maps and plans, including right-of-way maps and as-built plans. These could include aerial photography, orthophotography, LiDAR, Google Earth mapping, graphical information system (GIS) data, CADD design files, digital elevation models, and/or digital terrain models made available from the CITY and Caltrans. The CONSULTANT will not produce any additional mapping for this phase of the project.

The CONSULTANT will review previously related or adjacent studies for the project corridor provided by the CITY.

To maximize efficiency and consistency of information, the CONSULTANT will coordinate data collection activities with the PEAR.

The CONSULTANT will provide a list of data gathered and reviewed to the CITY for approval.

Alameda Central Avenue Complete Street Project

to incorporate stormwater treatment BMPs, and evaluating the potential related impacts to project alternatives, right-of-way needs, and project costs. The SWDR will be updated during the subsequent PA&ED, and PS&E phases of the project.

The CONSULTANT will coordinate this work with the PEAR water quality and stormwater evaluations to avoid duplicate work effort and maintain consistency in the project documentation.

The CONSULTANT will coordinate with the District Stormwater Coordinator to establish the expected level of documentation in the SWDR and develop a clear understanding of potential stormwater impacts within the project area.

The CONSULTANT will summarize the key findings in the SWDR within the PSR-PDS.

Deliverable(s):

1. Draft Stormwater Data Report (electronic PDF).
2. Final Stormwater Data Report (electronic PDF).

4.1.7 Transportation Planning Scoping Information Sheet

The CONSULTANT will prepare a Transportation Planning Scoping Information Sheet to verify that the project remains consistent with the planning level purpose-and-need and is consistent with planning concepts, statewide goals, and planning decisions.

Deliverable(s):

1. Draft Transportation Planning Scoping Information Sheet (electronic PDF).
2. Final Transportation Planning Scoping Information Sheet (electronic PDF).

4.1.8 PSR-PDS Survey Needs Questionnaire

The CONSULTANT will prepare a Survey Needs Questionnaire to establish vertical and horizontal project datums.

Deliverable(s):

1. Draft Survey Needs Questionnaire (electronic PDF).
2. Final Survey Needs Questionnaire (electronic PDF).

4.1.9 Division of Engineering Services PSR-PDS Scoping Checklist

The CONSULTANT will prepare a Division of Engineering Services Scoping Checklist to accurately identify the products and services required from Caltrans Headquarters Division of Engineering Services functional units for Statewide Transportation Improvement Program (STIP) projects.

Deliverable(s):

1. Draft Design Scoping Index (electronic PDF).
2. Final Design Scoping Index (electronic PDF).

Alameda Central Avenue Complete Street Project

Caltrans to collect available data necessary to effectively evaluate local traffic impacts associated with the project. It is estimated that daily and peak period traffic counts will be conducted for seven intersections along the corridor:

- Central Avenue at Main Street/Pacific Avenue;
- Central Avenue at Third Street/Taylor Avenue;
- Central Avenue at Fourth Street;
- Central Avenue at Fifth Street;
- Central Avenue at Webster Street;
- Central Avenue at Eighth Street; and
- Central Avenue at Sherman Street/Encinal Avenue.

In addition to traffic volumes, pedestrian and bicycle volumes may also be collected to assess the non-vehicular operations. These counts were collected in 2015 as part of the conceptual analysis phase. However, the project team will discuss with the CITY and Caltrans regarding the validity of the counts and collect new counts if necessary. For the purposes of this scope and budget, it is assumed that new non-vehicular traffic counts will not be collected.

Caltrans Traffic Accident Surveillance and Analysis System data will be collected to conduct an accident summary and evaluation for the most recent three-year period within the study area. For locations which are not under Caltrans right-of-way, the CITY will be contacted for the latest accident data. The accident evaluation will be used to identify potential high accident concentration.

The CONSULTANT will provide a list of data gathered and reviewed to the CITY for approval.

Deliverable(s):

1. List of data gathered and reviewed.

5.2 TEPA

Since this TEPA analysis will be conducted to support the PSR-PDS process, the analysis will be completed for the baseline year (2018) and the forecast horizon year of 2040 or 2045 (or other horizon year to be determined working with the team) using readily available data. One such source of data is the Alameda Point Economic Impact Report which has forecast data for this area for year 2035. If needed, extrapolation techniques will be used to forecast volumes. The following analysis scenarios will be included in the traffic study:

1. Existing (2018)
2. Future Horizon Year (2040/45) no project
3. Future Horizon Year (2040/45) with project (three alternatives)

Traffic analysis will be performed consistent with the Highway Capacity Methodology and will include the seven (7) study intersections, the analysis will be completed using

Alameda Central Avenue Complete Street Project

6.1.1 Prepare Draft PEAR

The PEAR document will include the following:

- Project information
- Project description (description of the project, the statement of purpose and need, and a description of the alternatives) and environmental setting
- Anticipated environmental approval (type of document and timeline)
- Summary statement
- Special considerations (e.g., National Environmental Policy Act (NEPA) /404, seasonal constraints, Section 7 and data gaps)
- Mitigation (description and cost)
- Anticipated permits (including timelines for acquiring permits)
- Disclaimer
- Reviewed by (signature block)
- Summary checklist
- Discussion of technical review
- List of preparers
- PEAR mitigation cost estimate

Assumption(s):

1. Analysis in the PEAR will be based on windshield surveys, existing data, literature and database searches, and aerial photographs obtained from the CITY.
2. No field work other than windshield surveys will be conducted for cultural or biological resources.
3. One review of the Draft PEAR by the CITY and two review rounds by Caltrans.

Deliverable(s):

1. Initial Draft PEAR (electronic PDF).
2. Initial Draft PEAR (hard copy).
3. Final Draft PEAR (electronic PDF).
4. Final Draft PEAR (hard copy).
- 5.

6.1.2 Prepare Final PEAR

The CONSULTANT will document and track comments received on the Draft PEAR and provide written responses for substantive comments. The CONSULTANT will revise the Draft PEAR and submit the Final PEAR for incorporation into the PSR-PDS.

Assumption(s):

1. Caltrans will assemble internal review comments for the Draft PEAR and for the final PEAR to ensure consistency in message and for efficiency.
2. One review of the Final PEAR by the CITY and two review rounds by Caltrans.

Alameda Central Avenue Complete Street Project

Deliverable(s):

1. No separate deliverable will be provided for this subtask. Instead the results of this study will be summarized in the PEAR, along with a WBS resources estimate and schedule for completing the Community Impacts studies for the PA&ED phase.

6.2.3 Visual and Aesthetics

The CONSULTANT will assess the project's visual impact for the PEAR. To achieve this, the CONSULTANT will conduct a "windshield survey" to review the existing corridor conditions followed by a thorough review of the proposed changes. It is unlikely that a full Visual Impact Assessment would be needed for the PA&ED phase. However, the CONSULTANT will conduct a PEAR-level analysis of the setting, risks, and assumptions to validate this preliminary conclusion.

Deliverable(s):

1. No separate deliverable will be provided for this subtask. Instead the results of this study will be summarized in the PEAR, along with a WBS resources estimate and schedule for completing the visual and aesthetics studies for the PA&ED phase.

6.2.4 Cultural Resources

The CONSULTANT will request a records search and literature review from the Northwest Information Center of the California Historical Resources Information System in Rohnert Park, California. The CONSULTANT will present the results in the PEAR in text and tabular form.

The CONSULTANT will contact the Native American Heritage Commission with a request for a search of the Sacred Lands File and a request for a list of potential Native American stakeholders for Alameda County who may have information regarding cultural resources within the project area. The CONSULTANT will contact those potential stakeholders via certified letter with a request for consultation. Results will be presented in a confidential technical memorandum.

The CONSULTANT will provide services for historic resources documentation for the PSR-PDS in compliance with Section 106 of the National Historic Preservation Act and California Public Resources Code Sections 5024 and 5024.5. The CONSULTANT will conduct preliminary background research and a survey of the project area to assess possible historic built environment properties that may be affected by the project. This survey will be a desktop exercise and will not include a windshield survey of the project area. The CONSULTANT will also provide estimates regarding the timeframe in which the necessary reports, such as a Historical Resources Evaluation Report (HRER) and HPSR, will be prepared, as per Caltrans' WBS codes, and agency concurrences needed for compliance.

Assumption(s):

Alameda Central Avenue Complete Street Project

1. The project area does not contain any FEMA mapped floodplains.

Deliverable(s):

1. No separate deliverable will be provided for this subtask. The results of this study will be summarized in the PEAR, along with a WBS resources estimate and schedule for completing the hydrology and floodplain studies for the PA&ED phase.

6.2.6 Water Quality and Stormwater Runoff

The CONSULTANT will compile and review available and relevant information regarding water quality and stormwater runoff issues for the project area. The information to be collected may include existing environmental permits, Total Maximum Daily Load (TMDL) reports, water quality monitoring reports, design records for any existing water quality BMPs, and reference information from outside agencies and individuals as necessary to identify and characterize water quality issues and structural BMP needs.

Based on the results of these activities, the CONSULTANT will also identify key supplemental field information needed to improve the understanding of these issues.

The CONSULTANT will develop written documentation, mapping, and other appropriate graphical information for incorporation into the PEAR. The information will include stormwater catchment areas, receiving waters, and existing stormwater drainage and treatment infrastructure, and will describe related project issues, risks, and assumptions regarding alternatives, cost, schedule, and project viability.

At a minimum, the documentation will include the following specific information:

- Setting
- Water quality concerns
- Watershed areas and boundaries
- Potential project impacts/discharges
- Basin Plan/TMDLs
- Permits and agency coordination needs
- Environmental commitments
- Drainage and treatment infrastructure
- Constraints and recommendations
- Summary
- Water quality portion of PEAR Environmental Studies Checklist
- PEAR environmental commitments cost estimate for standard PSRs
- Resource estimate, by WBS code, for environmental document special studies
- Schedule for environmental document special studies

Deliverable(s):

Alameda Central Avenue Complete Street Project

recommendations, constraints, and coordination requirements. The findings of the PIR will determine if a Paleontological Evaluation Report (PER) or Paleontological Mitigation Plan is required.

Deliverable(s):

1. Draft PIR (electronic PDF).
2. Final PIR (electronic PDF).

6.2.9 Hazardous Waste/Materials**6.2.9.1 Desktop Review**

In accordance with the Caltrans handbook guidelines, hazardous waste/materials will have a full study completed as part of the PEAR.

The CONSULTANT will perform a desktop study evaluating the historical and present uses of the project area for evidence of sites that currently or have historically handled, stored, transported, released, or disposed of hazardous or regulated materials, as these types of sites are potential sources of hazardous material contamination. The CONSULTANT will review hazardous materials/regulated site database results from EDR® and review available historical data sources such as aerial photographs, fire insurance maps, and topographic maps. Historic information may also include existing reports as may be provided by the client. The search area would encompass a corridor consisting of ¼-mile to either side of the project area.

In addition to obtaining and summarizing the EDR® reports, the CONSULTANT will review the Geotracker and Envirostor databases for information missing from the EDR® reports as well as to view well logs that are not part of the EDR® reports.

The purpose of the desktop review will be to determine if there are any contaminated sites that could be a fatal flaw or that impact the project or project schedule.

Assumption(s):

1. No subsurface explorations will be performed in the initial phase of this hazardous waste review.

Deliverable(s):

1. No separate deliverable will be provided for this subtask. Instead findings from this desktop study will be included in the Initial Site Assessment (ISA) memorandum described below. The results of this study will be summarized in the PEAR, along with a WBS resources estimate and schedule for completing the hazardous materials/waste studies for the PA&ED phase.

Alameda Central Avenue Complete Street Project

- “Hot spot” and mobile source air toxics review
- Potential impacts and environmental commitments
- Monitoring
- Agency coordination and permits
- Recommendations
- Summary

Assumption(s):

1. No emission calculations or air dispersion modeling will be completed.

Deliverable(s):

1. No separate deliverable will be provided for this subtask. Instead the results of this study will be summarized in the PEAR, along with a WBS resources estimate and schedule for completing the air quality studies for the PA&ED phase.

6.2.11 Noise and Vibration

The CONSULTANT will complete a noise assessment. A review of background information and documents pertaining to the proposed project will be conducted. A windshield survey will be conducted to identify existing land uses and assess the existing project settings. In addition, it is proposed that short-term noise measurements will be conducted at a few representative receptors, i.e., schools, parks, trails, etc., to assess the existing ambient noise environment. The measurement results will be utilized in assessing the potential operational as well as construction noise impacts that would be generated by the project along the approximately 1.7-mile project corridor. If potential impacts are identified, possible abatement measures will also be recommended to mitigate or minimize the impacts. In addition, coordination with various relevant agencies, i.e., CITY, Caltrans, will be identified and documented. If warranted, details on additional analysis, such as a technical noise study and/or noise monitoring during construction will be recommended.

Deliverable(s):

1. No separate deliverable will be provided for this subtask. Instead the results of this study will be summarized in the PEAR, along with a WBS resources estimate and schedule for completing the noise and vibration studies for the PA&ED phase.

6.2.12 Energy and Climate Change

The CONSULTANT will determine if the proposed project would be a “major project” for the consumption of energy during project construction or operation. If it is determined that an energy analysis would be required, then the proper scope of the analysis will be documented in the PEAR. Early interagency consultation may be required to confirm the extent of the energy analysis to be included in the environmental document. Appendix F of the CEQA Guidelines will be evaluated to refine the assumptions about the extent of the energy analysis that would be required for the environmental document.

Alameda Central Avenue Complete Street Project

Based on this review, the CONSULTANT will identify any additional studies that are necessary for the NEPA and/or CEQA evaluation of biological resources.

Environmental commitments such as species avoidance and minimization measures, construction timing constraints, and mitigation measures will be recommended. The potential for risks to the project scope, cost, and schedule, will be identified (e.g., significant impacts on sensitive species or habitats, issues raised during previous community input, requirements for compensatory wetland and/or habitat mitigation). Federal, state, and local permits, approvals and/or coordination with resources agencies will be identified. An estimate of scope, budget, and schedule to conduct any additional studies, implement environmental commitments, and carry out permitting and coordination, will be provided.

Assumptions made during the biological resources review will be documented. The summary will include relevant information from the biological resources review, such as special status species lists, maps outlining the approximate boundaries of sensitive habitat such as wetlands, known occurrences of special status wildlife and plant species, wildlife corridors, and migratory bird habitat. The summary will include a recommendation of whether a cumulative impact analysis is needed in the subsequent environmental document phase. The contacts and sources consulted during the PEAR analysis will be documented.

Assumption(s):

1. Information from the project submittal for the biological resources review will include a description of the project footprint and work methods, site photographs, and previous relevant biological studies and will be provided by the CITY to the CONSULTANT in a timely manner.
2. The information provided in Assumption 1 will preclude the need for a site visit by the CONSULTANT'S biological resources specialist.

Deliverable(s):

1. No separate deliverable will be provided for this subtask. Instead the results of this study will be summarized in the PEAR, along with a WBS resources estimate and schedule for completing the biological environment studies for the PA&ED phase.

6.2.14 Cumulative Impacts

The CONSULTANT will summarize any of the other discipline areas that indicate a need for cumulative analysis in the environmental document phase.

Deliverable(s):

1. No separate deliverable will be provided for this subtask. Instead the results of this study will be summarized in the PEAR, along with a WBS resources estimate and schedule for completing the cumulative impacts studies for the PA&ED phase.

Alameda Central Avenue Complete Street Project

required for the project. Scope for tasks, as needed, will be added or expanded for future Optional Tasks, such as the PA&ED and PS&E phases.

7.1 Existing Information and Desktop Analysis

The CONSULTANT will evaluate available information including environmental impact studies and site visit data as part of the PID development; and federal, state and local regulatory permitting requirements. Upon initial review of the existing material, additional data requirements will be identified and acquired. A desktop analysis will be conducted to determine the presence of sensitive areas within the project area for each alternative, including potential staging areas and disposal sites, and other issues that may necessitate the need for regulatory permits. Examples of regulated areas include waterways and wetlands; federal and state listed wildlife, plant, fish and riparian habitat; levees; floodplain boundaries; San Francisco Bay Conservation and Development Commission boundary; airport runway safety zones; power transmission lines, pipelines and railroad crossings; and areas containing hazardous materials or contaminated soil and/or groundwater.

An initial desktop review conducted during preparation of this scope of work facilitated the following assumptions.

Assumption(s):

1. The project area does not contain any FEMA mapped floodplains.
2. The project area does not contain jurisdictional waterways or wetlands.

Deliverable(s):

1. A list of required permits and external agency coordination contact information.

8. Engineering Plans, Specifications, and Estimates

The scope outlined below for PS&E will cover activities through the Project Initiation Phase. Scope for tasks, as needed, will be added or expanded for future Optional Tasks, such as the PA&ED and PS&E phases.

8.1 Conceptual Engineering

8.1.1 Conceptual Design Documents

The CONSULTANT will update the designs prepared in the Concept Report based on additional and updated mapping obtained in Task 4.1.3 and based on published guidance that has evolved since the Concept Report was published. The CONSULTANT will look for additional opportunities to improve safety and mobility along the corridor. The CONSULTANT will prepare one alternative for the entire corridor, one additional alternative for the segment of the corridor from Fourth Street to Burbank Street, and a third alternative for the intersection of Central Avenue and Webster Street for advancement into the PA&ED phase.

Alameda Central Avenue Complete Street Project

8.1.1.5 QA/QC

The CONSULTANT will conduct thorough quality reviews and checks for the Conceptual Design submittal. Such reviews will be performed after deliverables are assembled and before their submittal to the CITY. QC efforts and reviews will encompass the work performed by the CONSULTANT and its SUBCONSULTANTS. Routine checking of calculations, plan sheets, and other work, done as peer review on the various discipline items, is included in the scope of the individual task.

Deliverable(s):

1. QA/QC Document for Conceptual Design submittal (electronic PDF).

8.1.1.6 Conceptual Design Submittal

The conceptual design submittal will include 11"x17" electronic PDFs of the plans produced under Tasks 8.1.1.1 through 8.1.1.3. The submittal will include one alternative for the entire corridor plus two (2) additional alternatives for the segment from Fourth Street to Burbank Street.

Deliverable(s):

1. 11"x17" planset for the entire corridor (electronic PDF).
2. 11"x17" planset for an alternative from Fourth Street to Burbank Street (electronic PDF).
3. 11"x17" planset for an alternative for the Central Avenue and Webster Street intersection (electronic PDF).

Exhibit B

City of Alameda Central Avenue Complete Street PID Cost Proposal										3/14/2018
Task		Cost								
		CDM Smith	Parsons	PlaceWorks	Paleo Solutions	JRP Historical	Eisen Letunic	Pacific Legacy	Total	
1	Project Management									
1.1	Project Management Plan (PMP)	\$ 6,560	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,560	
1.2	Monthly Progress Reports and Invoices	\$ 9,080	\$ 5,356	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,437	
1.3	Subconsultant Management	\$ 7,896	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,896	
1.4	Administrative Support	\$ 2,972	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,972	
1.5	Quality Management	\$ 9,021	\$ 1,256	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,277	
	Subtotal	\$ 35,530	\$ 6,612	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 42,142	
2	Coordination and Team Meetings									
2.1	Project Team Meetings	\$ 19,320	\$ 7,380	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,700	
2.2	Coordination Meetings	\$ 3,671	\$ 2,600	\$ 5,711	\$ -	\$ -	\$ -	\$ -	\$ 11,982	
	Subtotal	\$ 22,990	\$ 9,980	\$ 5,711	\$ -	\$ -	\$ -	\$ -	\$ 38,681	
3	Public Outreach and Meetings									
3.1	Public Outreach Materials	\$ 1,182	\$ 859	\$ 4,253	\$ -	\$ -	\$ 495	\$ -	\$ 6,790	
3.2	Community Workshop	\$ 3,032	\$ 1,515	\$ 8,758	\$ -	\$ -	\$ -	\$ -	\$ 13,304	
3.3	Stakeholder Meetings	\$ 3,032	\$ 1,452	\$ 10,719	\$ -	\$ -	\$ 1,651	\$ -	\$ 16,854	
3.4	Meeting Material Preparation/Graphics	\$ 5,223	\$ 1,265	\$ 10,138	\$ -	\$ -	\$ -	\$ -	\$ 16,625	
	Subtotal	\$ 12,468	\$ 5,091	\$ 33,868	\$ -	\$ -	\$ 2,146	\$ -	\$ 53,573	
4	Caltrans Project Initiation and Approvals									
4.1	Project Study Report-Project Development Study	\$ 27,764	\$ 7,424	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,188	
	Subtotal	\$ 27,764	\$ 7,424	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,188	
5	Traffic Analysis									
5.1	Gather Existing Data	\$ 8,033	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,033	
5.2	TEPA	\$ 26,529	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,529	
	Subtotal	\$ 34,562	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34,562	
6	Environmental Documentation									
6.1	PEAR	\$ 2,774	\$ 13,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,024	
6.2	PEAR Studies	\$ 50,305	\$ 13,840	\$ 5,075	\$ 7,196	\$ 3,652	\$ -	\$ 2,795	\$ 82,863	
	Subtotal	\$ 53,080	\$ 27,090	\$ 5,075	\$ 7,196	\$ 3,652	\$ -	\$ 2,795	\$ 98,887	
7	Permitting									
7.1	Existing Information and Desktop Analysis	\$ 1,217	\$ 3,841	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,058	
	Subtotal	\$ 1,217	\$ 3,841	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,058	
8	Engineering Plans, Specifications, and Estimates									
8.1	Conceptual Engineering	\$ 26,779	\$ 4,460	\$ -	\$ -	\$ -	\$ 2,641	\$ -	\$ 33,881	
	Subtotal	\$ 26,779	\$ 4,460	\$ -	\$ -	\$ -	\$ 2,641	\$ -	\$ 33,881	
	Base Year Labor Cost	\$ 214,390	\$ 64,500	\$ 44,653	\$ 7,196	\$ 3,652	\$ 4,788	\$ 2,795	\$ 341,973	
	ODC Costs	\$ 2,225	\$ 500	\$ -	\$ 55	\$ 198	\$ -	\$ 2,795	\$ 5,772	
	Subconsultant Fee Markup	\$ 6,398	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,398	
	Percentage of Work in 2018 - 30%	\$ 101,913	\$ 34,030	\$ 10,138	\$ 8,476	\$ 8,117	\$ 4,104	\$ 2,816	\$ 207,775	
	Percentage of Work in 2018 - 10%	\$ 22,042	\$ 4,460	\$ 4,138	\$ 341	\$ 170	\$ 490	\$ 284	\$ 35,223	
	Total Cost	\$ 223,657	\$ 65,193	\$ 44,787	\$ 7,272	\$ 3,861	\$ 4,802	\$ 5,598	\$ 355,170	
									Contingency	
									5.00%	\$ 17,758
									Total Contract	\$ 372,928



CERTIFICATE OF PROPERTY INSURANCE

 DATE (MM/DD/YYYY)
12/29/2022

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.

PRODUCER Aon Risk Services Northeast, Inc. Boston MA Office 53 State Street Suite 2201 Boston MA 02109 USA	CONTACT NAME: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">PHONE (A/C. No. Ext): (866) 283-7122</td> <td style="width: 40%;">FAX (A/C. No.): (800) 363-0105</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> <tr> <td colspan="2">PRODUCER CUSTOMER ID #: 10518329</td> </tr> </table>	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105	E-MAIL ADDRESS:		PRODUCER CUSTOMER ID #: 10518329									
PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105														
E-MAIL ADDRESS:															
PRODUCER CUSTOMER ID #: 10518329															
INSURED CDM Smith Inc. 75 State Street Suite 701 Boston MA 02109 USA	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Travelers Property Cas Co of America</td> <td>25674</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Property Cas Co of America	25674	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 570097098639**REVISION NUMBER:**

LOCATION OF PREMISES/ DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Central Avenue Complete Street Project Initiation Document.

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		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	X	PROPERTY	QT6306B272843TIL23 Commercial Property	01/01/2023	01/01/2024	BUILDING	
		CAUSES OF LOSS DEDUCTIBLES				PERSONAL PROPERTY	
		BASIC				X BUSINESS INCOME	\$5,000,000
		BROAD				X EXTRA EXPENSE	\$25,000
		CONTENTS				RENTAL VALUE	
	X	SPECIAL				BLANKET BUILDING	
		EARTHQUAKE				X BLANKET PERS PROP	\$84,457,336
		WIND				BLANKET BLDG & PP	
		FLOOD				X Valuable Papers	\$1,000,000
	X	Blkt PP Ded \$5,000					
A	X	INLAND MARINE	TYPE OF POLICY Equipment Flotr	01/01/2023	01/01/2024	X Leased/Rented Equipment	\$750,000
		CAUSES OF LOSS	POLICY NUMBER QT6306B272843TIL23			X Deductible	\$10,000
		NAMED PERILS	Contractors Equipment				
	X	All Risk					
		CRIME					
		TYPE OF POLICY					
		BOILER & MACHINERY / EQUIPMENT BREAKDOWN					

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**
 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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

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Holder Identifier :

570097098639

CERTIFICATE NUMBER:

