

FOURTH AMENDMENT TO AGREEMENT

This FOURTH AMENDMENT TO AGREEMENT (“**Fourth Amendment**”), is entered into this ____ day of _____, 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

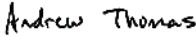


William E. Hurrell, P.E.
Vice President

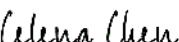
CITY OF ALAMEDA
A Municipal Corporation

Jennifer Ott
City Manager

RECOMMENDED FOR APPROVAL

DocuSigned by:

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

APPROVED AS TO FORM:
City Attorney

DocuSigned by:

Celena H. Chen
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.

| 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 Vadena | Kaelah 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 | | | | | | | | | | | | | | | | | | | | \$ 41,825 | |
| 1.1 Project Management | 8 | 4 | 60 | 16 | | | | | | 16 | | 16 | 48 | 40 | 208 | \$ 41,825 | | | | \$ 41,825 | |
| 2 Coordination and Team Meetings | | | | | | | | | | | | | | | | | | | | \$ 22,346 | |
| 2.1 Coordination and Meetings | | 4 | 40 | 40 | | | 12 | | | | | | | | | 96 | \$ 22,346 | | | \$ 22,346 | |
| 3 Public Outreach and Meetings | | | | | | | | | | | | | | | | | | | | \$ - | |
| 3.1 Public Outreach and Meetings | | | | | | | | | | | | | | | | | 0 | \$ - | | \$ - | |
| 4 Caltrans Project Development | | | | | | | | | | | | | | | | | | | | \$ - | |
| 4.1 Caltrans Project Development | | | | | | | | | | | | | | | | | 0 | \$ - | | \$ - | |
| 5 Traffic Analysis | | | | | | | | | | | | | | | | | | | | \$ - | |
| 5.1 Traffic Analysis | | | | | | | | | | | | | | | | | 0 | \$ - | | \$ - | |
| 6 Environmental Documentation | | | | | | | | | | | | | | | | | | | | \$ - | |
| 6.1 Environmental Documentation | | | | | | | | | | | | | | | | | 0 | \$ - | | \$ - | |
| 7 Support Services | | | | | | | | | | | | | | | | | | | | \$ 60,257 | |
| 7.1 Support Services | | | 60 | 40 | 80 | 80 | | | | 48 | | 4 | 8 | 320 | \$ 50,257 | | \$ 10,000 | | | \$ 60,257 | |
| 8 Engineering Plans, Specifications, and Estimates | | | | | | | | | | | | | | | | | | | | \$ 184,634 | |
| 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 | | | | | | | | | | | | | | | | | | | | \$ 72,257 | |
| 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 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: | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURED CDM Smith Inc. 75 State Street Suite 701 Boston MA 02109 USA | 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: | |

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.

| INSR LTR | TYPE OF INSURANCE | | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | | | | | |
|----------|---|-----------|-------------|------------|--------------------|---|-------------------------|-------------------------------------|--------------------|--|--|--|--|--|
| C | COMMERCIAL GENERAL LIABILITY | | | | TB7611B8T8Z6043 | 01/01/2023 | 01/01/2024 | EACH OCCURRENCE | | | | | | |
| | CLAIMS-MADE | | | | | | | \$2,000,000 | | | | | | |
| | X OCCUR | | | | | | | \$500,000 | | | | | | |
| | | | | | | | | \$10,000 | | | | | | |
| | | | | | | | | \$2,000,000 | | | | | | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | | \$4,000,000 | | | | | | |
| | POLICY X PRO-JECT X LOC | | | | | | | \$4,000,000 | | | | | | |
| OTHER: | | | | | | | | | | | | | | |
| D | AUTOMOBILE LIABILITY | | | | AS2-611-B8T8Z6-063 | 01/01/2023 | 01/01/2024 | COMBINED SINGLE LIMIT (Ea accident) | | | | | | |
| | X ANY AUTO | | | | | | | \$2,000,000 | | | | | | |
| | OWNED AUTOS ONLY | | | | | | | BODILY INJURY (Per person) | | | | | | |
| | HIRED AUTOS ONLY | | | | | | | BODILY INJURY (Per accident) | | | | | | |
| | SCHEDULED AUTOS | | | | | | | PROPERTY DAMAGE (Per accident) | | | | | | |
| | NON-OWNED AUTOS ONLY | | | | | | | | | | | | | |
| | UMBRELLA LIAB | | OCCUR | | | | | EACH OCCURRENCE | | | | | | |
| | EXCESS LIAB | | CLAIMS-MADE | | | | | AGGREGATE | | | | | | |
| | DED | RETENTION | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| E | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | Y / N N | N / A | WA561DB8T8Z6013 AOS WC5611B8T8Z6023 WI | 01/01/2023 | 01/01/2024 | X PER STATUTE | | | | | |
| | ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | | | | | | | OTHER | | | | | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | | \$1,000,000 | | | | | | |
| B | Archit&Eng Prof | | | | | PSDEF2300033 Professional/claims Made | 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 | | | | | | |

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.

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

Non Profit Services Northeast, Inc.

Holder Identifier : ABCEF

Certificate No : 570096932040





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**

| 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.



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%

Castelma (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 Sec-
tion 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 CONFERNS 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 | CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 | | FAX (A/C. No.): (800) 363-0105 |
| | E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: 10518329 | | |
| INSURED | 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 | <input checked="" type="checkbox"/> PROPERTY <input type="checkbox"/> CAUSES OF LOSS <input type="checkbox"/> DEDUCTIBLES | QT6306B272843TIL23 Commercial Property | 01/01/2023 | 01/01/2024 | BUILDING | |
| | <input type="checkbox"/> BASIC <input type="checkbox"/> BUILDING | | | | PERSONAL PROPERTY | |
| | <input type="checkbox"/> BROAD <input type="checkbox"/> CONTENTS | | | | X BUSINESS INCOME | \$5,000,000 |
| | <input checked="" type="checkbox"/> SPECIAL | | | | X EXTRA EXPENSE | \$25,000 |
| | <input type="checkbox"/> EARTHQUAKE | | | | RENTAL VALUE | |
| | <input type="checkbox"/> WIND | | | | BLANKET BUILDING | |
| | <input type="checkbox"/> FLOOD | | | | X BLANKET PERS PROP | \$84,457,336 |
| | <input checked="" type="checkbox"/> Blkt PP Ded <input type="checkbox"/> \$5,000 | | | | BLANKET BLDG & PP | |
| | | | | | X Valuable Papers | \$1,000,000 |
| | | | | | | |
| A | <input checked="" type="checkbox"/> INLAND MARINE <input type="checkbox"/> CAUSES OF LOSS | TYPE OF POLICY Equipment Flotr POLICY NUMBER QT6306B272843TIL23 Contractors Equipment | 01/01/2023 | 01/01/2024 | X Leased/Rented Equipment | \$750,000 |
| | <input type="checkbox"/> NAMED PERILS | | | | X Deductible | \$10,000 |
| | <input checked="" type="checkbox"/> All Risk | | | | | |
| | <input type="checkbox"/> CRIME <input type="checkbox"/> TYPE OF POLICY | | | | | |
| | <input type="checkbox"/> 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 | 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 <i>Alon Risk Services Northeast, Inc.</i> |

Holder Identifier :

570097098639

CERTIFICATE NUMBER:



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