

THIRD AMENDMENT TO AGREEMENT

This THIRD AMENDMENT TO AGREEMENT (“**Third Amendment**”), is entered into this ___ day of _____, 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

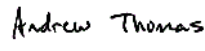


William E. Hurrell, P.E.
Vice President

CITY OF ALAMEDA
A Municipal Corporation


Erin Smith
Acting City Manager

RECOMMENDED FOR APPROVAL

DocuSigned by:

DDE1815B92B4C5...

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.

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																			
																				No Change to this task
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:		
INSURED CDM Smith Inc. 75 State Street Suite 701 Boston MA 02109 USA	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:			

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	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"/> HIRED AUTOS ONLY <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			WA561DB8T8Z6012 AOS WC5611B8T8Z6022 WI	01/01/2022 01/01/2022	01/01/2023 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
 LC 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





ADDITIONAL REMARKS SCHEDULE

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

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.

Paul T. Milligan- Secretary/Clerk of the Corporation

