

## **SERVICE PROVIDER AGREEMENT**

THIS SERVICE PROVIDER AGREEMENT ("**Agreement**") is entered into this 18th day of December, 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, and received 13 responses, interviewed nine (9) consultant teams, and selected five (5) as qualified Engineering Teams on the Certified List. On October 10, 2018, City staff issued a request for proposals to the Engineering Teams on the Certified List for the Clement Avenue Safety Improvements. After a submittal period of 21 days, City staff received five timely submitted proposals and selected the Provider as 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 projects, 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 December 2018, and shall terminate on the 30th day of June 2020, unless terminated earlier as set forth herein.

### **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 7<sup>th</sup> 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 \$600,301.

4. [Intentionally Omitted]

5. **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.

6. **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.

7. **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.

8. **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.

9. **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.

#### 10. **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 insurer 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.

11. **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.

12. **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.

13. **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.

#### **14. 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.

#### **15. 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.

#### **16. 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.

**17. 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  
Building, Planning and Transportation Department  
2263 Santa Clara Avenue, Room 130  
Alameda, CA 94501  
ATTENTION: Gail Payne, Senior Transportation Coordinator  
Ph: (510) 747-6892 / Email: [gpayne@alamedaca.gov](mailto:gpayne@alamedaca.gov)

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

**18. 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.

#### **19. 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.

#### **20. 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.

#### **21. 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.

**22. 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.

**23. 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.

**24. 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.

**25. 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.

**26. NONDISCRIMINATION – FEDERAL REQUIREMENTS:**

a. Provider certifies and agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, or condition or physical or mental handicap (as defined in 41 C.F.R. Section 60-741, et. seq.), in accordance with requirement of state or federal law. Provider shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap in accordance with requirements of state and federal law. Such shall include, but not be limited to, the following:

A. Employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.

B. Selection for training, including interns and apprentices.

(i) Provider agrees to post in conspicuous places in each of Provider's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(ii) Provider shall, in all solicitations or advertisements for employees placed by or on behalf of Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of state and federal law.

(iii) Provider shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Provider's commitments under this paragraph.

(iv) Provider certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirement of state and federal law.

(v) In accordance with applicable state and federal law, Provider shall allow duly authorized county, state and federal representatives access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this paragraph. Provider shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this paragraph.

b. If the City finds that any of the provisions of this paragraph have been violated, the same shall constitute a material breach of Agreement upon which City may determine to cancel, terminate, or suspend this Agreement. City reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated. In addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Provider has violated state and federal anti-discrimination laws shall constitute a finding by City that Provider has violated the anti-discrimination provisions of Agreement.

c. The parties agree that in the event Provider violates any of the anti-discrimination provisions of this paragraph, City shall be entitled, at its option, to the sum of \$500.00 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

d. Provider hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), all requirements imposed by the applicable regulations (45 C.F.R.), and all guidelines and interpretations issued pursuant thereto, to the end that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of Provider receiving Federal Financial Assistance. In addition, Provider shall comply with the Uniform Federal Accessibility Standards, and Provider, Engineer, or Architect

responsible for any design, construction or alteration shall certify compliance with those Standards.

e. Provider's attention is directed to laws, including but not limited to:

A. CIVIL RIGHTS/EQUAL OPPORTUNITY

(i) Civil Rights Act of 1964. Under Title VII of the Civil Rights Act of 1964, no person shall, on the grounds of race, sex, religion, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

(ii) Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

(iii) Section 109 of the Act further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

B. PROGRAM ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES

This Agreement is subject to laws and regulations concerning the rights of otherwise qualified individuals with handicaps for equal participation in, and benefit from federally assisted programs and activities, including but not limited to:

(i) Americans with Disabilities Act of 1990 (ADA) (28 C.F.R. 35). Title II, Subpart A of the Americans with Disabilities Act of 1990 applies to all publicly funded activities and programs. Provider shall also comply with the public accommodations requirements of Title III of the ADA, as applicable.

(ii) Nondiscrimination on the Basis of Handicap (24 CFR 8). These regulations, which implement Section 504 of the Rehabilitation Act of 1973, as amended, and as cited in Section 109 of the Housing and Community Development Act, apply to all federally assisted activities and programs and are implemented through the regulations at 24 C.F.R. 8.

(iii) Architectural Barrier Act of 1968. Any building or facility, excluding privately owned residential structures, designed, constructed, or altered with federal funds, shall comply with the Uniform Federal Accessibility Standards, 1984 (41 C.F.R. 3) and the Handicapped Accessibility Requirements of the State of California Title 24. The Consultant, Engineer or Architect responsible for such design, construction or alteration shall certify compliance with the above standards.

(iv) In resolving any conflict between the accessibility standards cited in paragraphs (i), (ii) and (iii) above, the more stringent standard shall apply.

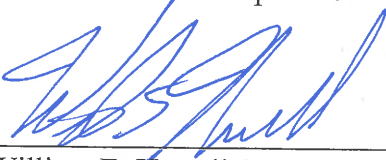
**27. RESTRICTIONS ON LOBBYING – FEDERAL REQUIREMENT:**

This Agreement is subject to 24 C.F.R. 87 which prohibits the payment of Federal funds to any person for influencing or attempting to influence, any public officer or employee in connection with the award, making, entering into, extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or agreement.

*Signatures on next page*

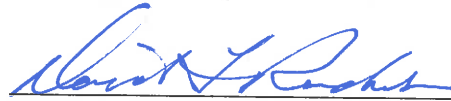
IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

CDM Smith, Inc.  
A Massachusetts corporation



William E. Hurrell, P.E.  
Vice President

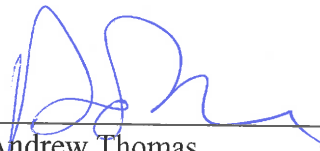
CITY OF ALAMEDA  
A Municipal Corporation



David L. Rudat  
Interim City Manager

By:  
Title:

RECOMMENDED FOR APPROVAL



Andrew Thomas  
Planning, Building and Transportation  
Acting Director

APPROVED AS TO FORM:  
City Attorney



Celena Chen  
Assistant City Attorney



## City of Alameda Outreach, Planning, and Design for the Clement Avenue Safety Improvements

### Task 1 – Project Initiation and Project Management

The scope outlined below will cover Project Initiation and Project Management. The subtasks described below will allow CDM Smith to 1) measure contract conformance, 2) manage risks, changes, and quality, 3) lead the consulting team, 4) communicate with the City of Alameda (City), and 5) successfully deliver the requirements of this Scope of Work.

#### Task 1.1 – Project Initiation and Kick-off Meeting

CDM Smith's Project Manager will work with the City's Project Manager and obtain necessary background information such as AutoCAD base maps, traffic studies, as-built drawings of existing traffic signals and signal timing, location of storm water drainage inlets, collision data, pavement condition and other resource documents. CDM Smith will identify additional information needs that can be discussed at the Kick-Off Meeting.

The City and CDM Smith will hold a kick-off meeting to:

- Introduce project team members and clarify roles and responsibilities.
- Confirm the project's overall vision, goals, and critical success factors.
- Identify the risk factors that must be managed for successful achievement of the vision, goals, and objectives. Develop an action plan specific to each factor that when implemented will facilitate success.
- Review the Scope of Work, Schedule, and Budget.
- Define administration and project management expectations (communications protocols, monthly reporting, invoicing, frequency of status meetings).
- Refine the strategy for community outreach and institutional coordination.
- Discuss additional information needs.

#### Assumption(s):

1. Kick-off meeting will last up to two (2) hours and will be held at Alameda City Hall.
2. Kick-off meeting attendance will include up to four (4) CDM Smith team members.

#### Deliverable(s):

1. List of Additional Information Needs
2. Draft Kick-off Meeting agenda (DOCX)

3. Final Kick-off Meeting agenda (PDF)
4. Kick-off Meeting sign-in sheet
5. Kick-off Meeting materials
6. Draft Kick-off meeting summary (DOCX)
7. Final Kick-off meeting summary (PDF)

## **Task 1.2 – Project Management**

### **Task 1.2.1 – Project Management Plan (PMP)**

CDM Smith will update and maintain a PMP that will include a project risk register, project schedule, and issues log. The risk register will initially be populated with the risks and actions needed to mitigate the risks that are identified at the Kick-off Meeting. The project schedule will reflect the workflow that culminates in deliverable submittals. It will include project meetings and reflect City review timeframes. The PMP will be updated monthly and reviewed at monthly coordination meetings.

#### Assumption(s):

1. The PMP, including risk register, project schedule, and issues log, will be updated monthly.

#### Deliverable(s):

1. Project Management Plan (updated monthly)
  - a. Risk Register (XLSX)
  - b. Project Schedule
  - c. Issues Log (XLSX)

### **Task 1.2.2 – Monthly Progress Reports and Invoices**

Each month, CDM Smith will submit a progress report and invoice in a format that is agreed upon by the City. Charges, including Subconsultant charges, will be tracked at the task level.

The progress reports will include a summary of start, finish, and percent complete for deliverable tasks performed during the billing period, percent complete of overall project elements, and a list of the anticipated deliverable tasks for the next month. Meetings attended will be cited. The progress reports will also identify any problems, issues, concerns or potential scope, schedule, and budget impacts with potential solutions for resolving them.

#### Deliverable(s):

1. Monthly Progress Reports and Invoices (PDF, 18)

### **Task 1.2.3 – Subconsultant Management**

CDM Smith will manage team resources to achieve project goals in a consistent, coordinated, and orderly manner. This task includes the work necessary to



provide the leadership that the team will need to understand project interfaces, deadlines, budget constraints, and other issues.

CDM Smith will prepare the Subconsultant's contract agreements and will manage Subconsultants so that the CDM Smith Team effectively implements the work plan and coordinates work activities. CDM Smith will review Subconsultants' work; but that review is included as part of the specific task for which the work is developed.

CDM Smith will review the Subconsultants' monthly progress reports and invoices. These reviews will provide insight into Subconsultants' performance. Corrective actions will be implemented, if necessary.

#### **Task 1.2.4 – Document Control**

CDM Smith will prepare an electronic filing system for this project and maintain project documents on a project-specific Workroom (SharePoint) site. CDM Smith will maintain a log of requested and provided project data filed on the Workroom. CDM Smith will post draft and final submittal deliverable documents to the Workroom. Posting to the Workroom will constitute a submittal of the deliverable. A register of the deliverables that itemizes deliverable description, associated task, firm responsible, number of copies, and date submitted will be developed. The register will be updated following each submittal and kept on the Workroom.

##### Deliverable(s):

1. Project specific Workroom (SharePoint site)
2. Register of Deliverables (XLSX)
3. Data Request Log (XLSX)

#### **Task 1.2.5 – Quality Management**

The major purpose of a quality program is to validate that the checked and reviewed deliverable documents comply with applicable regulatory and design criteria, codes, and standards in a consistent and uniform manner using industry standards and applicable requirements. Quality assurance (QA) and quality control (QC) program requirements will be included in a Quality Management Plan. QA provides a framework for consistent work practices, and QC prescribes procedures to ensure quality work practices are executed.

CDM Smith will prepare a project-specific Quality Management Plan (QMP) covering the QA and QC for this project. The QMP will include a list of the deliverables subject to quality control and prescribe the appropriate QC process for that deliverable is subject to quality control and audit.

CDM Smith's Quality Manager will review the QMP with task leaders prior to completion of their work. The Quality Manager will confirm that the QC procedures defined in the QMP have been conducted prior to the release of deliverables to the City.

QC processes will be integrated as activities, with durations, in the project schedule. Implementing the QC process will be integrated into the workflow for each deliverable. The cost for implementing the QC process is included in the task that prescribes the deliverable. It is not included in this task.

Assumption(s):

1. The QMP will be revised based on one round of comments from The City.
2. QC processes will be integrated into the project schedule.

Deliverable(s):

1. Draft Quality Management Plan (DOCX)
2. Final Quality Management Plan (PDF)
3. Quality Control Log (XLSX)

**Task 1.2.6 – Management Team Meetings**

CDM Smith will plan and facilitate up to ten (10), one-hour, management team meetings. The Management Team Meetings will be held via conference call every other month starting in February 2019. 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. Management Team Meetings will be attended by the CDM Smith Project Manager.
2. Management Team Meetings will be up to one (1) hour in length.
3. Management Team Meetings will be schedule by CDM Smith and help via Skype.

Deliverable(s):

1. Management Team Meeting agendas (PDF, 10)
2. Draft Management Team Meeting notes (DOCX, 10)
3. Final Management Team Meeting notes (PDF, 10)

**Task 1.2.7 – Coordination Meetings**

Starting in February 2019, CDM Smith will plan and facilitate up to eighteen (18), one-hour, monthly meetings which will be held to coordinate work and resolve project issues. City staff and CDM Smith Project Manager and task leads will attend as appropriate for the topics of the meeting. Meetings will be held via conference call.

Assumption(s):

1. Coordination Meetings will be attended by the CDM Smith Project Manager and task leads as needed, up to four (4) attendees.

2. Coordination Meetings will be up to one (1) hour in length.
3. Coordination Meetings will be schedule by CDM Smith and help via Skype.

Deliverable(s):

1. Coordination Meeting agendas (PDF, 10)
2. Coordination Meeting notes (DOCX, 10)
3. Coordination Meeting notes (PDF, 10)

## Task 2 – Existing Conditions

### Task 2.1 – Existing Conditions Identification

CDM Smith will identify existing conditions by conducting the following tasks.

#### Task 2.1.1 – Review of Background Information

CDM Smith will review background information that is provided by the City which will include information from the previous concept effort.

CDM Smith will also review existing improvement concepts that have been generated for the project area during the Feasibility Study including:

- Preferred Concept (bicycle lanes)
- Two-way bikeway and limited parking on the north side
- Other potential preliminary concepts during the Feasibility Study phase

#### Task 2.1.2 – Data Collection

CDM Smith will collect available existing available data from the City, in accordance with the Complete Streets Checklist, for use in documenting existing conditions and for use in future planning analyses. Data may include bicycle, pedestrian, motorist and parking counts including truck type data, Line 19 bus boarding, collisions, speeding, signal timing and utility data, public right of way, pavement quality, drainage and expected sea level rise, health of trees, lighting levels, and relevant record drawings.

#### Task 2.1.3 – Site Visit

CDM Smith will organize a site visit with City staff and will note field conditions observed during the site visit. The site visit will occur shortly after the project Kick-off meeting.

#### Task 2.1.4 – Topographic Survey and Base Map

CDM Smith will develop base map drawings for the project area in AutoCAD .DWG format. The survey area will be 5-10 feet behind the back of sidewalk, as access allows, and 25 feet from the curb returns down the side streets. The survey will include existing improvements, sidewalks, curb, gutters, surface utilities,

buildings, utility poles, fence type and height, retaining walls, entrances and their finished floor elevations, storm drain and sewer manholes with inverts, driveway cuts and driveway approaches to garages, garages and elevations of their floors, down spots and curb drains, catch basins, large curb drains at corners, trees, hedges, lane markings, signs and sufficient number of spot elevations to generate 0.50-foot contours.

Property lines will be shown based on the assessor's maps and will not be indicative of a boundary survey. Street rights of way will be based on record maps and the City rights of way maps. Survey control points will be established offsite for future construction.

Coordinates, distances, and bearings will be based on California Coordinate System Zone III US Survey Feet. The horizontal datum will be 1983 (Epoch 2007). The vertical datum will be North American Vertical Datum (NAVD) 1988.

Deliverable(s):

1. Topographic Base Map (DWG)

**Task 2.1.5 – Existing Conditions Memorandum**

CDM Smith will update the Existing Conditions section of the Final Concept Report from the previous concept effort that details the project need and goals, street conditions, land uses, bicyclist, pedestrian, bus and parking usage, truck access, speeding, collisions and constraints, and identifies opportunities, risks and risk mitigation.

CDM Smith will update the Existing Conditions Memorandum to reflect Technical Advisory Committee (TAC) and community outreach participant input (Tasks 3.2, 3.3, 4.3, and 4.4).

Deliverable(s):

1. Draft Existing Conditions Memorandum update (DOCX)
2. Final Existing Conditions Meeting agendas update (PDF)

**Task 2.1.6 – Utility Coordination and Exploration**

CDM Smith will designate a Utility Coordinator who will be the primary contact with utility owners and will oversee the research and conflict identification and resolution processes performed by the project engineers in coordination with the City's designated utility project manager. CDM Smith will prepare meeting notes to document discussions with utility owners. The Utility Coordinator will attend up to six (6) meetings with utility companies.

CDM Smith will keep records of informal correspondence with utility companies, including email and phone conversations.

CDM Smith will request utility maps from utility owners to supplement base mapping. Upon receipt of additional utility maps, CDM Smith will incorporate new information on utility CADD base maps and update the utility base file corresponding to the current project limits.

CDM Smith will positively identify utilities via potholing at up to ten (10) locations. CDM Smith will contact a utility locating service such as USA to locate on the surface utilities in areas designated for potholing. CDM Smith will drill and/or excavate to expose utility. CDM Smith will survey elevation and location of utility and document with survey notes. Paint used to mark utilities will not be removed. A potholing report documenting the methods used to pothole, the locations potholed, and the results of the potholing investigation in terms of horizontal and vertical locations of utilities potholed will be prepared.

CDM Smith will prepare and maintain a spreadsheet to document and track the status of utilities within the project right-of-way. CDM Smith will work closely with all affected utility owners to establish protection, relocation schedules, and specifications prior to project construction.

CDM Smith will prepare utility disposition plans schematically depicting proposed relocations of utility facilities. CDM Smith will work with project engineering and utility owners to identify appropriate locations for relocated utility facilities; work with utility owners' new service departments to arrange for identified new service locations and schedules; and work with affected utility owners to establish preliminary protection and relocation schedules and requirements.

CDM Smith will prepare and send the following formal written correspondence to each affected utility owner as applicable:

- Utility verification request
- Notice to owner of potential conflict and request for determination of liability
- Request to pothole
- Notice to owner of relocation

CDM Smith will prepare up to six (6) final utility agreements for issuance to utility owners and including in the utility certification project milestone. The list includes the following:

- Alameda Municipal Power
- AT&T
- Comcast
- EBMUD
- Kinder Morgan

- PG&E
- Verizon

The City will coordinate utility company activities for any adjustments required to be included in the final design plans.

Assumption(s):

1. Utility coordination will occur with up to six (6) utility owners.
2. The Utility Coordinator will attend up to six (6) meetings with utility owners.
3. Positive location of utilities by potholing will occur at up to ten (10) locations.

Deliverable(s):

1. Utility Company Meeting agendas (PDF, 6)
2. Draft Utility Company Meeting notes (DOCX, 6)
3. Final Utility Company Meeting note (PDF, 6)
4. Existing utilities base file (DWG)
5. Potholing report (PDF)
6. Utility Tracking Log (XLSX)
7. Utility Verification Request (PDF, 6)
8. Notice to Owner of Potential Conflict (PDF, 6)
9. Request to Pothole (PDF, 6)
10. Notice to Owner of Relocation (PDF, 6)
11. Draft Utility Agreement (DOCX, 6)
12. Final Utility Agreement (PDF, 6)

## Task 3 – Options Analysis

### Task 3.1 – Options Development

Using the information from Tasks 1 and 2, CDM Smith will further develop options for the corridor. CDM Smith is will contribute innovative ideas for consideration and will use best practices guides and the Complete Streets Checklist to ensure a comprehensive multimodal coverage. Designs will be developed utilizing the following design standards:

- City of Alameda Bicycle Facility Design Standards (2013)
- Caltrans Highway Design Manual (HDM)
- Caltrans Standard Plans
- California Manual on Uniform Traffic Control Devices
- NACTO Urban Street Design Guide



- NACTO Urban Bikeway Design Guide
- NACTO Urban Street Stormwater Guide

CDM Smith will provide exhibits showing cross sections and conceptual layouts for up to three build options for further review by City staff, the TAC and community members. The options will address the project goals, and will focus on reducing vehicle speeds, incorporating bike facilities, improving intersection geometry and safety for all modes including trucks, and providing safe access to schools and park areas. In addition, crosswalk and intersection art, or other types of public artwork, may be of interest to community members and will be considered as an option for the project.

Assumption(s):

1. Conceptual Layouts for three (3) build options will be prepared.
2. Conceptual Layouts will be developed based on the base map completed under Task 2.1.
3. Conceptual Layouts will comply with the BART CAD Standards Manual.
4. Conceptual Layouts will be shown at a scale of 1" = 20' on ANSI D paper (eleven pages per option).
5. Conceptual Layouts will be plotted as half-size (11"x17") PDFs.
6. A total of nine (9) typical cross sections will be prepared for all options.
7. Conceptual layouts will be revised based on one round of consolidated non-conflicting comments from the City.

Deliverable(s):

1. Draft Conceptual (up to 4 conceptual options) at 1" = 20' scale on ANSI D paper and up to twelve (12) typical cross sections (half-size PDF)
2. Final Conceptual (up to 4 conceptual options) at 1" = 20' scale on ANSI D paper and up to twelve (12) typical cross sections (half-size PDF)

### **Task 3.2 – Technical Advisory Committee (TAC) Meeting #1**

City and Alameda Unified School District (AUSD) staff as well as the San Francisco Bay Trail staff will meet to re-introduce the project, discuss the existing conditions and goals/priorities and preliminary alternatives developed in Task 3.1. This scope assumes that City will determine appropriate membership of the TAC and convene the TAC for meeting #1, including meeting location and logistics. CDM Smith will provide the technical material including a draft Existing Conditions memorandum (produced in Task 2.1.5) and a preliminary assessment of the advantages and disadvantages associated with each option to facilitate the TAC evaluation process. The meeting materials will present the performance of each option in addressing project

constraints and achieving project goals. CDM Smith will facilitate the TAC meeting and provide meeting notes, including action items.

Deliverable(s):

1. Draft Advantages/Disadvantages Table (XLSX)
2. Final Advantages/Disadvantages Table (PDF)
3. Draft Performance Matrix (PDF)
4. Final Performance Matrix (PDF)
5. Draft TAC Meeting #1 agenda (DOCX)
6. Final TAC Meeting #1 agenda (PDF)
7. Draft TAC Meeting #1 notes (DOCX)
8. Final TAC Meeting #1 notes (PDF)

### **Task 3.3 - Community Outreach, Round 1**

The City and CDM Smith will hold Community Workshop #1 to explain the project history, needs/goals, existing conditions, constraints, outreach process, and preliminary options for the corridor. This workshop could be held in a traditional meeting format or could be held as a walking tour of corridor segments that are most representative of the challenges and constraints of the project. In addition, the City will lead a survey effort using online tools to seek community input, and CDM Smith will assist the City in developing questions and preparing graphics for use in the survey. City staff will compile findings and incorporate into the community response record for the first round of community outreach.

Community members will be invited to comment and make suggestions on the following:

- Project goals and priorities.
- Constraints, opportunities and risks/concerns.
- Preliminary alternatives for the corridor with advantages and disadvantages.
- Share any other comments.

During this time, community members can provide comments by survey conducted by the City, telephone, email, letter or in person. This information will be compiled by the City and captured in the Community Response Record.

CDM Smith will assist the City to develop outreach materials, including graphics and drawings, and PowerPoint slides. Outreach materials will include up to five (5) graphics and drawings. Visualizations such as photo simulations or InfraWorks 3D model visualizations are not included in this effort and are included in Task 8 as optional services.

Assumption(s):



1. Round 1 of community outreach will consist of one event, either a traditional meeting or a walking tour.
2. The community outreach event will be up to two (2) hours in length.
3. Up to five (5) CDM Smith team members will attend the community outreach event.
4. The City will lead the online survey.
5. The City will compile comments from the survey, telephone, email, letter, or in person.

Deliverable(s):

1. Outreach graphics/drawings (PDF, 5)

### **Task 3.4 – Transportation Commission – Information Item**

CDM Smith will support the City capturing all the project findings to date as an information item in the form of a staff report and PowerPoint presentation to the Transportation Commission.

Assumption(s):

1. Information provided by CDM Smith will include information and data collected as part of other tasks. No additional analysis will take place for this task.

Deliverable(s):

1. Information to support the City's preparation of a Staff Report and PowerPoint

## **Task 4 – Options Refinement**

Based on the input from the first round of TAC and community outreach, the City will choose up to two shortlisted concepts to advance into preliminary engineering. CDM Smith will explore and advance the shortlisted concepts into viable and functional solutions preliminary engineered at a 15 percent design level. Designs will be developed utilizing the following design standards:

- City of Alameda Bicycle Facility Design Standards (2013)
- Caltrans Highway Design Manual (HDM)
- Caltrans Standard Plans
- California Manual on Uniform Traffic Control Devices
- NACTO Urban Street Design Guide
- NACTO Urban Bikeway Design Guide
- NACTO Urban Street Stormwater Guide

After selection of a Locally Preferred Alternative (LPA) by the City of Alameda, CDM Smith will advance the design of the LPA to the 30 percent design level.

#### **Task 4.1 – Traffic Analysis**

CDM Smith will perform a traffic analysis to determine if any proposed project elements result in unacceptable operations to the signalized intersection of Clement Avenue and Park Street. A Synchro analysis will be conducted for an Existing, No-Build and up to three Build configurations for Clement Avenue and Park Street for both the AM and PM peak hours. If needed, and based on discussions with the City, Synchro analysis may also be conducted for the intersections of Park Street and Blanding Avenue and Park Street and Buena Vista Avenue to verify to optimize the signal timing at Clement Avenue and Park Street to allow platooning along Park Street. It is assumed that the existing counts for all the three potential analysis locations will be provided by the City. For future (opening) year no build and build analysis, a growth rate will be assumed based on discussions with the City. It is assumed that no travel demand modeling or subsequent post-processing is needed for future year traffic analysis.

##### Assumption(s):

1. Existing traffic counts will be provided by the City.
2. Up to six (6) intersection configurations will be evaluated in Synchro, three (3) for the existing condition at Central/Park, Park/Blanding, and Park/Buena Vista in the AM and PM peaks and three (3) Build configurations at Central Avenue and Park Street for both the AM and PM peaks, resulting in twelve (12) total Synchro evaluations.
3. No travel demand modeling or subsequent post-processing is needed for future year traffic analysis.

#### **Task 4.2 – Transportation Management Plan**

CDM Smith will prepare a Transportation Management Plan (TMP) in accordance with Caltrans' *Transportation Management Plan Guidelines*. The TMP will outline strategies to minimize traffic disruption and congestion during construction. Caltrans TMP Guidelines include operational and demand management strategies in six broad categories. CDM Smith will analyze the various TMP strategies in each of the six categories and will identify whether each strategy will be suitable and what emphasis (high or low) should be assigned to each selected strategy. Once the list of appropriate elements is established, an approximate cost will be developed for each selected strategy. The final step is to compare TMP costs to the expected delay costs requiring mitigation to check for reasonableness and adjust the plan accordingly. It is assumed that one revision to the TMP will be prepared to incorporate comments. The TMP will also make specific provisions for pedestrian and bicycle traffic. It is assumed that no additional traffic counts will be required for the TMP. Supplemental traffic counts that may be required to analyze detours is not included in this scope of work. The work does not include specific parking analysis for temporary loss of parking due to construction.

##### Assumption(s):

1. Traffic counts for the TMP will be provided by the City.
2. No additional traffic counts will be required.
3. The TMP will be revised based on one round of consolidated non-conflicting comments from The City.

Deliverable(s):

1. Draft Transportation Management Plan (DOCX)
2. Final Transportation Management Plan (PDF)

### **Task 4.3 – Hydrology and Hydraulic Analysis**

The purpose of this task is to support the integration of the proposed safety improvements with existing drainage infrastructure. This will likely include replacement and upgrades to roadway drainage and flood control facilities and the addition of water quality features and green stormwater infrastructure.

CDM Smith will perform a hydrologic and hydraulic (H&H) design analysis using approved computer modeling software to evaluate stormwater runoff patterns and quantify design flow rates and volumes. CDM Smith will evaluate the drainage design needs of the project and select an appropriate (H&H) approach. It is anticipated that the Rational Method or TR-55 will be sufficient to determine peak flows for sizing most drainage components, but the U.S. Army Corps of Engineers (USACE) HEC-HMS or the U.S. Environmental Protection Agency Stormwater Management Model SWMM 5 will be used as necessary for more complex storage and routing analyses. Information developed during the existing conditions analysis, such as topography, stormwater catchment areas and characteristics, precipitation statistics, groundwater hydrology, existing infrastructure, etc. will be used to determine ideal locations and sizes for stormwater management improvements.

CDM Smith will identify the required design criteria to calculate peak flows for drainage structure design and any needed water quality design flows and volumes. CDM Smith will determine the need to incorporate stormwater treatment requirements and provide appropriate recommendations at the preliminary design stage. CDM Smith will provide drainage analysis for existing and proposed conditions and document the results in the Design Report.

Assumption(s):

1. The drainage design will be conducted in accordance with the most recent versions of the Caltrans Highway Design Manual and the Project Planning and Design Guide. Additional guidance, as appropriate, may also be obtained in the Alameda County Flood Control & Water Conservation District Hydrology and Hydraulics Manual.
2. The Drainage Report will be revised based on one round of consolidated non-conflicting comments from The City.

Deliverable(s):

1. Draft Drainage Report (DOCX)
2. Final Drainage Report (PDF)

#### **Task 4.4 – 15 Percent Plans**

##### *Title Sheet, Sheet Index and General Notes, Abbreviations and Legend, and Key Map*

CDM Smith will prepare a Title Sheet containing project information, a Vicinity Map, and a Location Map.

CDM Smith will prepare an Index of Sheets containing the sheet number, drawing number, and sheet description for all sheets. CDM Smith will prepare general notes for the project.

CDM Smith will prepare a list of abbreviations and a legend containing all symbols and linetypes used in the plans.

CDM Smith will prepare a Key Map to show the limits of each plan sheet within the overall project area.

##### *Survey Control, Monumentation, and Centerline Alignments*

CDM Smith will prepare plans showing centerline bearings, alignment data, survey control points, and monument.

##### *Typical Sections*

CDM Smith will develop typical sections to capture all the scenarios along the corridor. The pavement section design will be based on recommendations from the Materials Report.

##### *Existing Conditions*

CDM Smith will prepare plans showing the existing conditions of the Clement Avenue corridor.

##### *Plan and Profile*

CDM Smith will prepare preliminary plan and profile sheets showing profile grades and geometric data.

##### *Utility Plan*

CDM Smith will prepare existing utility plans showing the location and type of all known utilities based on the Task 2.1.6 Utility Coordination.

##### Assumption(s):

1. Preliminary Engineering (15%) Plans for two (2) options will be prepared.
2. Preliminary Engineering (15%) Plans will be developed based on the base map completed under Task 2.1.
3. Preliminary Engineering (15%) Plans will comply with the Bay Area Rapid Transit District (BART) CAD Standards Manual.
4. For each option, Preliminary Engineering (15%) Plans will consist of:

- a. Title Sheet (1)
- b. Sheet Index and General Notes (1)
- c. Abbreviations and Legend (1)
- d. Key Map (1, 1" = 100')
- e. Survey Control, Monumentation, and Centerline Alignment (2, 1" = 100')
- f. Typical Sections (3)
- g. Existing Conditions (6, 1" = 20')
- h. Plan and Profile (16, 1" = 20')
- i. Utility Plan (6, 1" = 20')

Deliverable(s):

1. 15 Percent plan set (half-size PDF, 2)

### **Task 4.5 – Rough Order of Magnitude Cost Estimates**

CDM Smith will calculate preliminary construction quantities for cost estimating purposes based on the 15 percent design plans. Items of work in this task include: demolition; roadway concrete and asphalt concrete pavement; curb and gutter; sidewalk; driveways; drainage structures; and traffic signals and pedestrian beacons. Unit costs will be obtained from the Caltrans Cost Data Book, recent bid information, and in conjunction with City staff. Allowances will be included for any items not completely defined and measurable for construction cost.

CDM Smith will prepare a rough order of magnitude Engineer's Opinion of Probable Construction Costs for two (2) options.

Assumption(s):

1. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the project, CDM Smith will have no control over cost or price of labor and materials, unknown or latent conditions of existing equipment or structures that might affect operation or maintenance costs, competitive bidding procedures and market conditions, time or quality of performance by operating personnel or third parties, and other economic and operational factors that might materially affect the ultimate project cost or schedule. CDM Smith, therefore, will not warranty that the actual project costs, financial aspects, economic feasibility, or schedules will not vary from CDM Smith's opinions, analyses, projections, or estimates.
2. Budget-level cost estimates will include appropriate contingency factors to account for project uncertainties that cannot be explicitly accounted for at the project's various engineering stages. Risks that have been identified will be listed along with potential cost and schedule impacts.
3. The effort to prepare quantities for the estimate unit cost items and lump sums will be provided under the respective design discipline task using the City's standard measurements.

4. All “soft costs” to be included within the cost estimate, such as City procured items and City self-performed work will be provided to CDM Smith two weeks before the estimate due date.
5. Quantities will be developed from engineered drawings to the maximum extent feasible.

Deliverable(s):

1. Rough Order of Magnitude Engineer’s Opinion of Probable Construction Costs (PDF, 2)

#### **Task 4.6 – Preferred Project Alternatives PowerPoint**

CDM Smith will produce a *Preferred Project Alternatives PowerPoint* consisting of the following design elements for the two shortlisted concepts:

- Option descriptions including plan views, cross sections and renderings
- Evaluation of option benefits and attributes based on the project goals
- Operational analysis, including the signalized intersections, the marina area and the impact of future land uses
- Potential phasing strategy to develop the project in a short- and long-term based on available funding
- Environmental clearance requirements
- Order-of-magnitude planning level cost estimates
- Schedule
- Permitting considerations

Assumption(s):

1. The Preferred Project Alternatives PowerPoint will be revised based on one round of consolidated non-conflicting comments from The City.

Deliverable(s):

1. Draft Preferred Project Alternatives PowerPoint (PPTX)
2. Final Preferred Project Alternatives PowerPoint (PPTX)

#### **Task 4.7 – TAC Meeting #2**

The TAC members will review the Preferred Project Alternatives PowerPoint prior to Community Workshop #2. The meeting will focus on the project goals to ensure that all are adequately met.

Assumption(s):



1. No graphics or presentation materials will be developed as part of this task.

Deliverable(s):

1. Draft TAC Meeting #2 agenda (DOCX)
2. Final TAC Meeting #2 agenda (PDF)
3. Draft TAC Meeting #2 notes (DOCX)
4. Final TAC Meeting #2 notes (PDF)

## **Task 4.8 – Community Outreach, Round 2**

The City and CDM Smith will hold Community Workshop #2 to review the Preferred Project Alternatives. In addition, the City will lead a survey effort using online tools to seek community input, and CDM Smith will assist the City in developing questions and preparing graphics for use in the survey. City staff will compile findings and incorporate into the community response record for the second round of community outreach.

CDM Smith will assist the City to develop outreach materials, including graphics and drawings, and PowerPoint slides. Outreach materials will include up to five (5) graphics and drawings. Visualizations such as photo simulations or InfraWorks 3D model visualizations are not included in this effort and are included in Task 8 as optional services.

Assumption(s):

1. Round 2 of community outreach will consist of one event, a traditional meeting.
2. The community outreach event will be up to two (2) hours in length.
3. Up to five (5) CDM Smith team members will attend the community outreach event.
4. The City will lead the online survey.
5. The City will compile comments from the survey, telephone, email, letter, or in person.

Deliverable(s):

1. Outreach graphics/drawings (PDF, 5)

## **Task 4.9 – Transportation Commission and the City Council – Request Approval**

CDM Smith will update the final recommendations in the PowerPoint to reflect TAC and community outreach. The City will request approval of the preferred alternative concept including the environmental clearance.

Assumption(s):

1. The Preferred Project Alternatives PowerPoint will be revised based on one round of consolidated non-conflicting comments from The City.

Deliverable(s):

1. Draft Revised Preferred Project Alternatives PowerPoint (PPTX)
2. Final Revised Preferred Project Alternatives PowerPoint (PPTX)

## **Task 4.10 – 30 Percent Plans**

### *Title Sheet, Sheet Index and General Notes, Key Map, and Abbreviations and Legend*

CDM Smith will update the Title Sheet, Sheet Index and General Notes, Key Map, and Abbreviations and Legend.

### *Survey Control, Monumentation, and Centerline Alignment*

CDM Smith will update the survey control, monumentation, and centerline alignments.

### *Right-of-Way*

CDM Smith will produce Right-of-Way Plans that show the existing property lines. CDM Smith will define the extent of permanent easement and temporary construction easement acquisition necessary for project construction.

The Right-of-Way Plan will show the right-of-way centerlines, section lines, quarter section lines, City limits, existing right-of-way parcel lines, proposed right-of-way lines, and proposed easement lines.

It is anticipated that no fee acquisition right-of-way is needed for the project.

### *Demolition*

CDM Smith will prepare demolition plans that existing features and elements to be demolished or removed. CDM Smith will identify removal and salvage items and determine the disposition thereof.

### *Typical Sections*

CDM Smith will update the typical sections. Pavement structural sections will be designed to match the existing Clement Avenue structural section based on as-built drawings and field verification (if possible) while doing utility locates. A Geotechnical Report will not be completed.

### *Existing Conditions*

CDM Smith will update the existing conditions plans with any new information obtained since the 30 percent submittal.

### *Plan and Profile*

CDM Smith will revise and update the plan and profile sheets showing profile grades and geometric data.

### *Utility Plan*

CDM Smith will update the existing utility plans.

### Assumption(s):

1. Preliminary Engineering (30%) Plans for one (1) option will be prepared.
2. Preliminary Engineering (30%) Plans will be developed based on the base map completed under Task 2.1.



3. Preliminary Engineering (30%) Plans will comply with the Bay Area Rapid Transit District (BART) CAD Standards Manual.
4. For each option, Preliminary Engineering (30%) Plans will consist of:
  - a. Title Sheet (1)
  - b. Sheet Index and General Notes (1)
  - c. Abbreviations and Legend (1)
  - d. Key Map (1, 1" = 100')
  - e. Survey Control, Monumentation, and Centerline Alignment (2, 1" = 100')
  - f. Right-of-Way Plan (4, 1" = 40')
  - g. Demolition Plan (4, 1" = 40')
  - h. Typical Sections (3)
  - i. Existing Conditions (6, 1" = 20')
  - j. Plan and Profile (16, 1" = 20')
  - k. Typical Details (2)
  - l. Utility Plan (6, 1" = 20')

Deliverable(s):

1. 30 Percent plan set (half-size PDF, 2)

## Task 5 – Environmental Clearance

Due to federal funding, the project is required to comply with and be evaluated under NEPA and CEQA regulations.

Caltrans staff have indicated technical memorandums in support of the environmental documentation will be needed for Traffic, Air Quality, Hazardous Waste, Water Quality, Section 4(f), Visual, Community Impacts, Equipment Staging, and Cultural Resources. Those studies are briefly discussed below. Additional memorandums that we anticipate may be requested by the Caltrans Local Assistance Office are included in Task 8 as optional services.

Technical memoranda prepared in this task will be included in the environmental document as an attachment and will be reviewed by the City concurrent with the review of the environmental document.

### Task 5.1 – Air Quality (Caltrans required)

No further work will be needed on this task. This project has been declared exempt by the Metropolitan Transportation Commission.

Assumption(s):

1. No technical memorandum will be requested

### Task 5.2 – Community Impacts (Caltrans required)

CDM Smith will create a community impacts technical memorandum detailing parking changes, the selection process for bike facilities best suited for the project, public workshops, and a community outreach plan and results of the outreach efforts. The

memorandum will identify utilities, emergency services, and public facilities that will be potentially impacted by the proposed project. Preliminary research indicates there are low income and minority populations (environmental justice) within the project areas and this will also be covered under a specific discussion in the technical memorandum.

Assumption(s):

1. The Community Impacts technical memorandum will be revised based on one round of consolidated non-conflicting comments from the City and Caltrans.

Deliverable(s):

1. Draft Community Impacts technical memorandum (DOCX)
2. Final Community Impacts technical memorandum (PDF)

### **Task 5.3 – Hazardous Materials (Caltrans required)**

CDM Smith will prepare a limited environmental site assessment (ESA) report evaluating the historical and present uses of the project corridor 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. This review will primarily be a desktop review of Hazardous Materials/Regulated Site database results from EDR®, historical aerial photographs, fire insurance maps, and topographic maps. CDM Smith will also review Geotracker and Envirostor databases for information missing from the EDR reports. The search area would encompass a corridor consisting of ¼-mile to either side of the project corridor.

In addition, CDM Smith will conduct a site walk to see if there are any visible hazardous waste concerns in the project corridor that were not identified in the desktop survey. The site walk will also be used to confirm the condition of sites identified in the desktop survey. Following inspection, a photographic log will be filled out to document the ground survey and findings will be included in the ESA report.

A summary of the ESA report that addresses Section VII. Hazards and Hazardous Materials of the CEQA Appendix G Environmental Checklist Form will be prepared identifying unavoidable adverse impacts and cumulative impacts related to hazardous materials and soil contamination. The summary shall also note issues, risks, and assumptions that might affect the alternatives, cost, schedule, or viability of the Project.

CDM Smith will assist in the development of mitigation measures to reduce impacts associated with hazardous materials and soil contamination if appropriate. Preliminary assessment of the project corridor indicates the presence of at least four open hazardous remediation cases either adjacent or very close to the project, as well as railroad tracks and railroad ties that will require removal and disposal as part of development of the project corridor.

Assumption(s):

1. No subsurface explorations will be performed for this hazardous waste review.

2. No interviews with local owners will be performed for this hazardous waste review.
3. The limited ESA will not include: procurement and review of EDR Building Permit Reports, Environmental Lien and AUL Search Reports, EDR Vapor Encroachment Assessment Report, and EDR Property Tax Map Report.
4. Agency consultation may be needed to fully document hazardous waste sites in the project footprint.
5. The total area to be inspected for the site walk will be no more than 1.2 miles and on either side of the existing roadway and that the field visit can be completed in a day.
6. The ESA will be revised based on one round of consolidated non-conflicting comments from the City and Caltrans.

Deliverable(s):

1. Draft Environmental Site Assessment (DOCX)
2. Final Environmental Site Assessment (PDF)

#### **Task 5.4 – Visual Resources (Caltrans required)**

No further work will be needed on this task. A visual assessment memorandum has been provided to Caltrans.

Assumption(s):

1. No revisions to the technical memorandum will be requested.

#### **Task 5.5 – Transportation (Caltrans required)**

CDM Smith will prepare a technical memorandum covering the impacts of traffic control during construction including any planned detours, consistency with Alameda City bike plans, and the impacts of planned bike signals. Activities in other tasks will provide the data and analysis to complete the memorandum.

Assumption(s):

1. The Transportation technical memorandum will be revised based on one round of consolidated non-conflicting comments from the City and Caltrans.

Deliverable(s):

1. Draft Transportation technical memorandum (DOCX)
2. Final Transportation technical memorandum (PDF)

#### **Task 5.6 – Water Quality (Caltrans required)**

The City of Alameda is required to implement its Clean Water Program as a condition of the National Pollutant Discharge Elimination System (NPDES) permit for the City's storm drain system. As a co-permittee in the Alameda County Clean Water Program, the City of Alameda implements the Municipal Regional Stormwater Permit (MRP) issued by the San Francisco Bay Regional Water Quality Control Board. This permit requires the City to prevent the discharge of non-stormwater (materials other than rain water) from entering

the municipal storm drain system and San Francisco Bay including the Oakland Inner Harbor.

Because of amount of soil disturbance, compliance with the California Construction General Permit (CGP) is anticipated to be required. This requires the development of water pollution control drawings during the design phase to show the incorporation of temporary construction BMPs.

The implementation requirements of the San Francisco Bay mercury and polychlorinated biphenyl (PCB) total maximum daily loads (TMDLs), and the statewide trash TMDL will also need to be considered in the project design. This will require incorporation of control measures to prevent or minimize erosion and discharge of sediment and fine sediment and trash capture systems.

A water quality technical memorandum will be prepared to summarize the stormwater quality issues of the project and describe the associated best management practices to be implemented during construction and post-construction. Regulatory and permitting requirements will also be documented in the memorandum.

#### Assumption(s):

1. The proposed project will disturb more than one acre of soil and will be a Risk Level 1 project (Low Risk) as defined in the CGP.
2. The construction contractor will be responsible for the development and implementation of the stormwater pollution prevention plan (SWPPP), based on information provided in the design documents.
3. As a roadway reconstruction project that does not add one or more new lanes, this project is exempt from the requirements of Section C.3 of the Municipal Regional Stormwater Permit (MRP) – Numerically Sized Treatment Requirements.
4. Stormwater runoff pollutant source controls and site design measures are anticipated to be included in the project design.
5. The Water Quality Technical Memorandum will be revised based on one round of consolidated non-conflicting comments from the City and Caltrans.

#### Deliverable(s):

1. Draft Water Quality Technical Memorandum (DOCX)
2. Final Water Quality Technical Memorandum (PDF)

### **Task 5.7 – Equipment Staging (Caltrans required)**

A brief technical memorandum will be prepared to document where staging and laydown areas will be designated for project use.

#### Assumption(s):

1. The Equipment Staging technical memorandum will be revised based on one round of consolidated non-conflicting comments from the City and Caltrans.

Deliverable(s):

1. Draft Equipment Staging technical memorandum (DOCX)
2. Final Equipment Staging technical memorandum (PDF)

**Task 5.8 – Section 4(f) (Caltrans required)**

Our preliminary review of the project corridor identified two potential Section 4(f) properties related to the proposed project footprint near McKinley Park and the Grand Street Boat Ramp. Permanent impacts to these resources are not anticipated, but they may be affected by temporary closures (triggering the need for a 4(f) analysis and a likely *de minimis* finding). Coordination will be conducted with the official(s) with jurisdiction to obtain their concurrence that a *de minimis* finding is appropriate. Caltrans guidance in the SER on 4(f) determinations will be followed. The Cross Alameda Trail and the SF Bay Trail do not currently extend along Clement Avenue and are consequently not anticipated to trigger a 4(f) evaluation.

Assumption(s):

1. There are a maximum of two (2) potential Section 4(f) properties related to the proposed project footprint.
2. Section 4(f) technical memorandum will be revised based on one round of consolidated non-conflicting comments from the City and Caltrans.

Deliverable(s):

1. *De minimis* concurrence letters (PDF, 2)
2. Draft Section 4(f) technical memorandum (DOCX)
3. Final Section 4(f) technical memorandum (PDF)

**Task 5.9 – Cultural Resources/ Compliance with Section 106 of the NHPA (Caltrans required)**

The project area is situated on ancient sand dune formations and is highly sensitive for buried archaeological remains. Section 106 of the National Historic Preservation Act compliance will require completion of an Archaeological Survey Report, a Historic Resources Evaluation Report (to evaluate and record the rail line segments), and a Historic Properties Survey Report. An area of potential effect (APE) will also be developed. If project elements are proposed that would reach native soils, an Extended Phase 1 investigation may be required to complete identification efforts.

Assumption(s):

1. A record search, Native American consultation, historical society outreach letters, and survey and summary results will be included in required documentation per the Caltrans SER Vol II. No new archaeological sites will require recordation and no existing sites will require updates. Any additional work beyond what is scoped will require a contract amendment.



2. One architectural history recordation (DPR 523 form) will be required for the rail segments. Additional recordation are not covered.
3. The project will not have any direct or indirect effect on known or potential historic architectural / built environment resources located outside the street right of way.
4. Additional Section 106 compliance documents may be required if there are resources in the APE that are eligible for listing in the National Register of Historic Places. These may include a Finding of Effect and Memorandum of Agreement. Preparation of these subsequent documents can be provided under separate scope of work.
5. The Cultural Resources technical memorandum will be revised based on one round of consolidated non-conflicting comments from the City and Caltrans.

Deliverable(s):

1. Draft Cultural Resources technical memorandum (DOCX)
2. Final Cultural Resources technical memorandum (PDF)

### **Task 5.10 – Environmental Document**

CDM Smith will begin this task by defining a detailed project description and purpose and need statement for City and Caltrans review and approval. The proposed project components appear to qualify for a NEPA Categorical Exclusion and a CEQA Categorical Exemption assuming there are no other factors that would exclude this use of this finding. This scope assumes a CE/CE determination.

Assumption(s):

1. The CE/CE determination assumes there are no unusual circumstances and no applicable statutory exceptions that would be considered exclusions to the ability to utilize a CE determination.
2. It is assumed that the environmental document and supporting memorandums will undergo two (2) rounds of review by the City and by Caltrans.
3. The Project Description will be revised based on one round of consolidated non-conflicting comments from the City.
4. The Purpose and Need will be revised based on one round of consolidated non-conflicting comments from the City.
5. The CE/CE will be revised based on two rounds of consolidated non-conflicting comments from the City.
6. The CE/CE will be revised based on two rounds of consolidated non-conflicting comments from Caltrans.
7. The second round of City review and the first round of Caltrans review will occur concurrently.

Deliverable(s):

1. Draft Project Description (DOCX)
2. Final Project Description (DOCX)
3. Draft Purpose and Need (DOCX)

4. Final Purpose and Need (DOCX)
5. CE/CE for City Review (DOCX)
6. Draft CE/CE for City and Caltrans Review (DOCX)
7. Draft Final CE/CE for Caltrans Review (DOCX)
8. Final CE/CE (PDF)

