

## SECOND AMENDMENT TO AGREEMENT

This Second Amendment of the Agreement, entered into this 7 day of July, 2020 (the "Effective Date"), by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "City" or "Local Agency"), and **CDM Smith, Inc.**, a Massachusetts corporation, whose address is 220 Montgomery Street, Suite 1418, San Francisco, CA 94104 (hereinafter "Provider" or "Consultant"), is made with reference to the following:

### RECITALS:

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

B. On June 10, 2020, the parties entered into an amendment to the Agreement (hereinafter "First Amendment to Agreement") to extend the term of the Agreement to June 30, 2022.

C. City and Provider desire to modify the Agreement on the terms and conditions set forth herein.

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

1. Section 2 ("Services to be Performed") of the Agreement is modified to read as follows:

"Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibits A and A1 as requested. The Provider acknowledges that the work plan included in Exhibits A and A1 is tentative and does not commit the City to request Provider to perform all tasks included therein."

2. Section 3 ("Compensation to Provider") of the Agreement is modified to read as follows:

"a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibits B and B1 and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or his/her designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibits B and B1."

"b. The total compensation under this Second Amendment to Agreement shall not exceed \$530,332. Total compensation for this Agreement is \$1,130,633."

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

**“28. ALLOWABLE COSTS AND PAYMENTS**

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

**“29. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

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

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

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

**“30. AUDIT REVIEW PROCEDURES**

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

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

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

D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR

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

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

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

Accepted rates will be as follows:

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

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

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

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

**“31. PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING”**

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

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

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

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

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

**“32. DEBARMENT AND SUSPENSION CERTIFICATION**

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

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

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

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

**“33. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION**

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

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

C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. DBEs and other small businesses, as defined in 49 CFR Part 26 are encouraged to participate in the performance of AGREEMENTs financed in whole or in part with federal

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

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

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

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

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

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

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

J. CONSULTANT shall maintain records of materials purchased or supplied from all

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

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

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

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

**"34. INSPECTION OF WORK**

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

**"35. NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

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

4. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

*Signatures on following page*



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

CDM SMITH, INC.  
A Massachusetts Corporation



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William E. Hurrell, P.E.  
Vice President

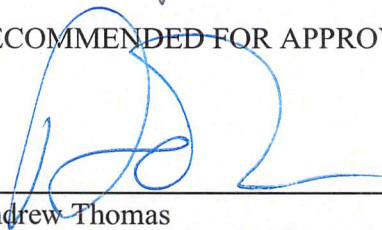
CITY OF ALAMEDA  
A Municipal Corporation



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Eric J. Levitt  
City Manager

RECOMMENDED FOR APPROVAL



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Andrew Thomas  
Planning, Building and Transportation  
Director

APPROVED AS TO FORM:  
City Attorney



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Celena H. Chen  
Chief Planning Counsel



## Clement Avenue Safety Improvement Project Final Plans, Specifications, and Estimates (PS&E)

### Task 1 – Project Management and Coordination

Project management activities will continue through the final design phase and include general coordination of design activities; clear lines of communication; and timely and accurate invoices with progress reports. Changes in conditions that may result in impacts to the project budget or schedule will be reported immediately upon identification so that corrective actions may be made in a timely manner.

This task also includes preparation for, attendance at, and facilitation of a variety of project related meetings. Monthly Management Team meetings will be held to provide project status updates and discuss any potential contractual issues. Monthly technical meetings with the design team will be conducted to provide status updates, share information and coordinate technical design tasks. Meetings and coordination with Caltrans, the City Transportation Commission, and the City Council are also included in this task.

CDM Smith will perform the following specific project management activities:

#### Task 1.1 Project Initiation and Kickoff Meeting

Project initiation and Kick-off Meeting are completed and no change is needed to this subtask.

#### Task 1.2 Project Management

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

CDM Smith will coordinate, schedule, prepare for, and facilitate the following meetings:

- Monthly Management Team Meetings
- Monthly Technical Coordination meetings
- Up to three property owner's meetings, and
- One Transportation Commission and one City Council meeting.
- Up to three Caltrans Project Design Team meetings.

For each meeting, prepare an agenda, appropriate presentation materials, invitation notices, sign-in sheets, and meeting notes.

Implement an effective quality assurance program for the project with pre-defined QA/QC milestones and schedules for completion that includes: A technical review committee will be assembled to provide an independent design review, and an on-site plan check/site review at the 65 percent design milestone.

**Assumption(s):**

- The duration of the final design services is 12 months from receiving Notice to Proceed.
- Up to ten Management Team Meetings will be conducted. Attendees will include key CDM Smith Team, City staff, and others as deemed appropriate by the City.
- Up to ten Technical Coordination Meetings will be conducted. Attendees will include key CDM Smith Team, City staff, and others as deemed appropriate by the City.
- Coordination with regulatory agencies will occur via up to 2 conference calls.
- One Transportation Commission meeting, and one City Council meetings are included.

**Deliverables**

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

## Tasks 2 through 5

No changes are needed to these tasks.

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

This task involves the continued development of the City approved 30 percent design through the 65 percent, 95 percent, 100 percent, and final construction bid document design milestones.

### Task 6.1 – 65 Percent Plan Development

Based on the input from the City, CDM Smith will develop 65 percent design plans, including the Park Street traffic signal modifications. CDM Smith will incorporate consolidated and non-conflicting comments on the draft 30 percent submittal and provide written responses documenting the resolution of each comment in the 65 percent design. The following drawing sheets are anticipated to be developed as described below:

**Title Sheet and Sheet Index, General Notes, Survey Legend, and Abbreviations**

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

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

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

**Key Map**

CDM Smith will update the key map.

#### Typical Roadway Sections

CDM Smith will update the typical roadway structural section designs. Pavement structural sections will be designed based on the results of a site specific geotechnical investigation in areas where the full-depth of the structural roadway section is to be constructed (e.g. areas of railroad track removal). Mill and overlay areas will be designed to match existing grades to maintain slopes and drainage, based on the topographic survey data and field verification of local conditions. .

A geotechnical investigation will be completed to profile soil characteristics for full-depth pavement structural design, and to determine groundwater elevations for stormwater facilities.

#### Typical Roadway Striping Sections

CDM Smith will update the typical roadway striping sections.

#### Typical Accessible Parking Space Detail

CDM Smith will update the typical accessible parking space detail.

#### Demolition Plans

CDM Smith will update the demolition plans.

#### Construction Plan & Profiles, Surfacing Plans

CDM Smith will revise and update the plan and profile sheets showing profile grades, geometric data, and proposed surfacing information. Note: the 30 percent plan and profiles also included proposed channelization information that will be moved to dedicated signing and striping plans at the 65 percent stage.

#### Signing and Striping

CDM Smith will create dedicated signing and striping plans reflecting the updated proposed striping delineation and pavement markings; including curb colors for color-specified parking, lane lines, bikeway marking, and pedestrian crosswalk markings. The limits of striping delineation are assumed to match the roadway improvement limits. Proposed roadway and bikeway signing plans will be developed at this time.

#### Traffic Signal and Rectangular Rapid Flashing Beacon (RRFB) Plans

CDM Smith will prepare 65 percent design plans for the traffic signal modification at the intersection of Clement Avenue and Park Street and for the proposed RRFB improvements at the intersection of Clement Avenue and Broadway. The plans will include but not be limited to the location of poles, signal heads, vehicle detection, pull boxes, conduit, signal phasing, and signal cabling.

#### Utility Plan

CDM Smith will prepare a draft utility conflict report to document the identified utility conflicts throughout the project corridor based on the proposed improvements and the available utility mapping and survey information.

CDM Smith will arrange and facilitate one (1) meeting with each of the potentially impacted utility companies to review the proposed project and potential impacts to their facilities and confirm existing utility locations shown in the 30 percent plans. Each utility company will be provided with a PDF version of the draft utility conflict report and the 30 percent plans prior to the coordination meeting(s) that will be held via conference call.

CDM Smith will update the utility plans and utility conflict report based on the feedback received at the utility coordination meetings and incorporate this into the 65 percent plans. Based on the updated conflict information, CDM Smith will arrange for a subcontractor to pothole up to eight (8) of the highest risk utility facilities to confirm their locations and conflicts with the proposed improvements. The horizontal and vertical utility locations will be determined using GPS and the utility type and pipe material and size documented for incorporation into the design drawings.

CDM Smith will coordinate with utility owners to plan for the relocation of the conflicting utility facilities. It is assumed that the relocation of all privately-owned utilities will be designed and completed by their respective owners. It is assumed that publicly owned utilities will support the relocation design by providing applicable standards, design reviews and approval of the final relocation plans, and these relocations will be completed by the City contractor hired to construct the project.

#### *Right-of-Way Plans & Existing Conditions*

CDM Smith will update the right-of-way & existing conditions plans.

#### *Intersection Details*

CDM Smith will prepare intersection detail plans showing geometric data, including station/offsets, elevations, and curve data for proposed intersection improvements.

#### *Curb Ramp Details*

CDM Smith will prepare curb ramp details showing station/offsets, elevation, and ramp grades complying with the requirements of the United States Access Board's Public Rights-of-Way Accessibility Guidelines (PROWAG) and accepted construction tolerances.

#### *Sidewalk Bulb-out Details*

CDM Smith will prepare sidewalk bulb-out details showing station/offsets, elevation, associated drainage elements, and sidewalk grades complying with the United States Access Board's PROWAG and accepted construction tolerances.

#### *Driveway Details*

CDM Smith will prepare driveway details showing station/offsets, elevation, associated drainage elements, and sidewalk/ramp grades complying with the United States Access Board's PROWAG and accepted construction tolerances.

#### *Drainage Plans and Details*

CDM Smith will prepare a drainage design including conveyance routing, sizing and inlet type selection for modifications to existing drainage systems and for new facilities in accordance with City drainage standards. It is assumed that no off-site drainage facilities are affected and no off-site drainage design for increased conveyance capacity or stormwater treatment will be performed.

CDM Smith will prepare drainage plans depicting the horizontal and vertical layout of the drainage improvements and their sizing. These plans will include existing and proposed stormwater facilities shown in plan and profile views, cross-sections, and details. The 65 percent plans will include sufficient details to provide a basis for the 65 percent cost estimates and will not include final design level construction details.

### Water Quality Improvements and Green Stormwater Infrastructure

As a roadway reconstruction project that does not add one or more new lanes, this project is excluded from the numerically sized treatment requirements of Provision C.3 of the Municipal Regional Stormwater Permit (MRP). Although numerically sized treatment facilities will not be required, Site Design and Source Control Measures are required to be implemented to the maximum extent practicable. Additionally, TMDL programs are in place and may require incorporation of additional BMPs to control sediment and trash discharges. Green stormwater infrastructure such as bioretention cells, vegetated swales, pervious pavement, etc. can be effective in controlling these types of pollutants and will be considered in the design. Existing water quality controls such as trash screen inlet inserts will be protected in place in inlets that are not modified by the project and new trash inserts will be specified for all new or modified inlets. The geotechnical investigation results will be used to support the design of any infiltration facilities, or other improvements anticipated to be constructed below the elevation of the water table.

### Construction Staging

CDM Smith will prepare construction staging area plans to depict approved locations for storage of construction equipment and materials. The Construction Contractor will be responsible for preparing their own phasing and traffic control plans based on these approved staging locations. Maintenance of traffic will conform to the requirements of the California Manual on Uniform Traffic Control Devices (CA MUTCD).

### Temporary Water Pollution Control during Construction

CDM Smith will begin identification of temporary construction site best management practices (BMPs) and compile the required information to support the development of the project Stormwater Pollution Prevention Plan (SWPPP) and water pollution control drawings in accordance with the California Construction General Permit. CDM Smith will update temporary construction site BMPs and quantities as required. A CDM Smith Qualified SWPPP Developer (QSD) will develop the draft SWPPP. It is assumed that the Construction Contractor will be responsible for the finalization of the document by adding contact information, identifying the Qualified SWPPP Practitioner (QSP), and signing the final version. The Construction Contractor will be responsible for implementation of the SWPPP.

### Landscape and Urban Design

CDM Smith will prepare landscaping plans for new street trees and other landscaping, and for changes to existing trees that may be impacted or require protection. The plans will include hardscape elements, plant palette, legend, notes, tree locations, and defined planting areas. CDM Smith will identify hardscape elements of medians, pedestrian crossing refuges and sidewalks at curb bulb-outs including recommendations for types, colors, finishes and materials. It is assumed that the final detailed irrigation design will be completed by a licensed landscaping contractor.

CDM Smith evaluate existing street trees and include provisions for tree preservation in the design drawings.

### Assumption(s):

1. 65 Percent Plans will be developed based on the base map completed under Task 2.1.
2. 65 Percent Plans will use CDM Smith CAD Standards.
3. It is assumed that the use of standard details for sidewalk bulb-outs and driveway modifications will be limited. These features will require individual design detailing due to the variation in conditions

such as curb height, slopes, and locations of physical features such as power poles, driveways, curb ramps, drainage inlets, buildings, and other constraints.

4. 65 Percent Plans will consist of:
  - a. Title Sheet and Sheet Index (1)
  - b. General Notes (1)
  - c. Survey Legend (1)
  - d. Legend (1)
  - e. Abbreviations (1)
  - f. Survey Control, Monumentation, and Centerline Alignment (2, 1" = 100')
  - g. Key Map (1, 1" = 100')
  - h. Typical Roadway Sections (3)
  - i. Typical Roadway Striping Sections (3)
  - j. Typical Accessible Parking Space Detail (1)
  - k. Demolition Plans (10, 1" = 20')
  - l. Construction Plan & Profiles, Surfacing Plans (10, 1" = 20')
  - m. Signing and Striping Plans (10, 1" = 20')
  - n. Signing and Striping Details (5)
  - o. Traffic Signal and RRFB Plans (7)
  - p. Utility Plans (10, 1" = 20')
  - q. Right-of-Way Plans & Existing Conditions (10, 1" = 20')
  - r. Intersection Details (7)
  - s. Curb Ramp Details (7)
  - t. Sidewalk Bulb-out Details (5)
  - u. Driveway Details (10)
  - v. Civil Details (3)
  - w. Drainage Plans, Profiles, and Details (7)
  - x. Green Stormwater Infrastructure (3)
  - y. Construction Staging Areas (1, 1"=100')
  - z. Water Pollution Control (5)
  - aa. Landscaping and Urban Design (6)
5. The City is responsible for right-of-way acquisitions needed to construct the project, including parcels, permanent easements, and temporary construction easements.
6. The City will provide one round of consolidated and non-conflicting comments.
7. The relocation of all privately-owned utilities will be designed and carried out by their respective owners.
8. The SWPPP will be developed from the most recent version of the California Stormwater Quality Association (CASQA) template.

**Deliverable(s):**

1. 65 Percent Plans (half-size PDF)
2. Responses to City comments on the 30 Percent plans (MS Excel)
3. Draft Utility Conflict Report (PDF)
4. 65 Percent SWPPP



### Task 6.2 – 65 Percent Specifications

CDM Smith will identify specifications and special provisions necessary for construction of the project. CDM Smith will assemble data and prepare drafts of (1) necessary modifications to the Caltrans Standard Special Provisions, (2) necessary technical specifications not included in Caltrans or City standard specifications, and (3) incorporate the standard “boilerplate” upfront language to be provided by the City.

#### Assumptions:

1. The Caltrans Standard Special Provisions anticipated to be included with the project and those that do not require modification will be provided in list format at the 65 percent stage.

#### Deliverable(s):

1. 65 Percent Specifications (PDF)

### Task 6.3 – 65 Percent Engineer’s Opinion of Probable Construction Costs

CDM Smith will update the Engineer’s Opinion of Probable Construction Costs using the 65 percent design plans as the basis for quantity estimates. Unit costs will be updated from recent bid information and in conjunction with City staff. Allowances will be included for any items not completely defined and measurable for construction cost.

#### Assumptions:

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 Caltrans 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 the 65 percent design drawings to the maximum extent feasible.
6. Quantities will be developed and broken out by project stationing.

#### Deliverable(s):

1. 65 Percent Engineer’s Opinion of Probable Construction Costs (PDF)

### Task 6.4 – 95 Percent Plan Development

Upon review and approval of the 65 percent design by the City, the design process will continue with the development of the 95 percent PS&E. The 95 percent design documents will be developed incorporating consolidated and non-conflicting 65 percent design review comments provided by the City

and other appropriate parties as determined by the City. The 95 percent PS&E will be developed by adding details and refinements to the 65 percent design sheets, as listed under Task 6.1 above and supplemented based on comments received, and will include plans, elevations, sections, and details. A meeting will be held to discuss the comments to the 65 percent design prior to proceeding with the 95 percent design phase. CDM Smith will provide written responses as to how the 65 percent comments are addressed in the 95 percent design.

**Assumption(s):**

1. 95 Percent Plans will consist of the sheets identified under the Task 6.1 assumptions.
2. The same assumptions that are listed under Task 6.1 apply.

**Deliverable(s):**

1. 95 Percent Plans (half-size PDF)
2. Responses to City comments on the 65 Percent plans (MS Excel)
3. Final Utility Conflict Report (PDF)
4. 95 percent SWPPP

**Task 6.5 – 95 Percent Specifications**

CDM Smith will update the specifications and special provisions necessary for construction of the project. Technical specifications will be refined and will be consistent with City and Caltrans standards or as approved by the City for submittal during project review and discussion.

**Assumptions:**

1. The full text for all specifications and special provisions will be included in at the 95 percent stage.

**Deliverable(s):**

1. 95 Percent Specifications (PDF)

**Task 6.6 – 95 Percent Engineer’s Opinion of Probable Construction Costs**

CDM Smith will update the Engineer’s Opinion of Probable Construction Costs at 95 percent using the design plans as a basis for the quantity estimates. Unit costs will be updated from recent bid information and in conjunction with City staff. Allowances will be included for any items not completely defined and measurable for construction cost.

**Assumptions:**

1. The same assumptions that are listed under Task 6.3 apply.

**Deliverable(s):**

1. 95 Percent Engineer’s Opinion of Probable Construction Costs (PDF)

**Task 6.7 – 100 Percent Plan Development**

CDM Smith will prepare the 100 percent plans based on comments received at the 95 percent design stage. CDM Smith will incorporate consolidated and non-conflicting comments from the City on the 95 percent submittal. A meeting will be held to discuss the comments to the 95 percent design prior to proceeding with the 100 percent design phase. CDM Smith will provide written responses as to how the 95 percent comments are to be addressed in the 100 percent design, and will provide written responses as to how those comments have been addressed in the 100 percent design.

Assumption(s):

1. 100 Percent Plans to include the same sheets that were provided with the 95 percent.
2. The same assumptions that are listed under Task 6.1 apply.

Deliverable(s):

1. 100 Percent Plans (half-size PDF)
2. Responses to City comments on the 95 Percent plans (MS Excel)
3. 100 Percent SWPPP

Task 6.8 – 100 Percent Specifications

CDM Smith will update the specifications and special provisions necessary for construction of the project.

Assumptions:

1. The full text for all specifications and special provisions will be included in at the 100 percent stage.

Deliverable(s):

1. 100 Percent Specifications (PDF)

Task 6.9 – 100 Percent Engineer's Opinion of Probable Construction Costs

CDM Smith will update the Engineer's Opinion of Probable Construction Costs at 100 percent using the design plans as a basis for the quantity estimates. Unit costs will be updated from recent bid information and in conjunction with City staff. Allowances will be included for any items not completely defined and measurable for construction cost.

Assumptions:

1. The same assumptions that are listed under Task 6.3 apply.

Deliverable(s):

1. 100 Percent Engineer's Opinion of Probable Construction Costs (PDF)

Task 6.10 – Issue for Bid (IFB) Plans Specifications & Estimate (PS&E)

Based on comments from City staff from the 100 percent review, CDM Smith will revise the PS&E and produce and the Issue for Bid (IFB) package for construction bidding.

Assumption(s):

1. IFB plans, specifications, and estimate to include the same elements as the 100 percent submittal, supplemented as needed based on comments received.
2. The same assumptions that are listed under Task 6.1 apply.

Deliverable(s):

1. IFB Plans (half-size PDF)
2. IFB Specifications (PDF)
3. IFB Engineer's Opinion of Probable Construction Costs (PDF)
4. Responses to City comments on the 100 Percent plans (MS Excel)
5. IFB SWPPP

### Task 6.11 – Permit Coordination

CDM Smith will compile the required information and complete compliance documentation for the NPDES Municipal Regional Permit (MRP) and the General Construction Permit (CGP) Notice of Intent (NOI) and Storm Water Pollution Prevention Plan (SWPPP) submitted through Stormwater Multiple Application and Report Tracking System (SMARTS).

#### Assumption(s):

1. Required permits include the NPDES MS4 MRP and the CGP

#### Deliverable(s):

1. MRP compliant water quality controls incorporated in final PS&E
2. Draft SWPPP and NOI for submission to SMARTS

## Task 7 – Construction Bid Support

### Task 7.1 – Construction Bid Support

CDM Smith will provide bidding support to the City during the construction contract procurement process. Services will include responding to bidders' questions and providing information and clarification regarding the project design and technical specifications. Design addenda will be produced if necessary to clarify design issues. The development of addenda to address unforeseen or new conditions outside the control of CDM Smith, is not included.

Following the bidding process, changes to the design resulting from bidding questions/clarifications and addenda will be incorporated into the design to produce a conformed set of final construction documents. The final construction documents will be reviewed and sealed by a California registered civil engineer and will provide necessary plans, specifications, and quantity estimates, for use by the selected contractor for construction of the project.

#### Activities may include:

- Providing input to City staff to answer up to twenty (20) questions from potential bidders during the advertisement period.
- Preparing revised documents associated with addenda packages.
- Preparing up to two (2) addenda to the final bid package
- Attend a pre-bid meeting and assist the City with responses to prospective bidder questions during the bid process.
- Attend a pre-construction meeting, if the City determines one is needed.

#### Assumption(s):

1. Bidding period will be four (4) weeks for less.
2. The City will produce the necessary hard copies and manage distribution to potential contractors for bidding purposes.

3. The City is responsible for all bidding services required for procurement of a project construction contractor. Bidding support such as advertisement, bid tabulation and review, award recommendations, etc., is not included in this scope of work.
4. Bidder questions during the advertisement period for the construction contract will be addressed and documented.
5. Design addenda, due to unforeseen or changed conditions identified during the bidding process, are not included in this scope of work.

**Deliverable(s):**

1. Input to answer up to twenty (20) bid questions
2. Addenda to the final bid package (PDF, 2)
3. Conformed Plans (half-size signed hardcopy sealed and signed by a professional engineer licensed in the State of California)
4. Conformed Plans (half-size PDF)
5. Conformed Engineer's Opinion of Probable Construction Costs (PDF)
6. Conformed Specifications (PDF)

City of Alameda Clement Avenue Safety Improvement Project PS&E Cost Proposal							6/3/2020
Task		Cost					
1	Project Management	CDM_Smith	CHS	Geotech	Total		
1.1	Project Initiation and Kickoff Meeting	\$ -	\$ -		\$ -		
1.2	Project Management	\$ 54,849	\$ -		\$ 54,849		
	Subtotal	\$ 54,849	\$ -		\$ 54,849		
2	Existing Conditions		No Change				
3	Options Analysis		No Change				
4	Options Refinement		No Change				
5	Environmental Clearance		No Change				
6	Final Plans, Specifications, and Estimates (PS&E)						
6.1	65% Plan Development	\$ 133,997	\$ 22,289	\$ 20,394	\$ 176,679		
6.2	65% Specifications	\$ 8,249	\$ -		\$ 8,249		
6.3	65% Engineer's Opinion of Probable Construction Costs	\$ 8,942	\$ -		\$ 8,942		
6.4	95% Plan Development	\$ 127,865	\$ -		\$ 127,865		
6.5	95% Specifications	\$ 7,665	\$ -		\$ 7,665		
6.6	95% Engineer's Opinion of Probable Construction Costs	\$ 6,408	\$ -		\$ 6,408		
6.7	100% Plan Development	\$ 37,715	\$ 16,064		\$ 53,778		
6.8	100% Specifications	\$ 2,636	\$ -		\$ 2,636		
6.9	100% Engineer's Opinion of Probable Construction Costs	\$ 3,137	\$ -		\$ 3,137		
6.10	IFB PS&E	\$ 25,755	\$ 8,078		\$ 33,833		
6.11	Permitting	\$ 6,127	\$ -		\$ 6,127		
	Subtotal	\$ 368,497	\$ 46,430	\$ 20,394	\$ 435,321		
7	Construction Bid Support						
7.1	Construction Bid Support	\$ 11,495	\$ 3,414		\$ 14,909		
	Subtotal	\$ 11,495	\$ 3,414		\$ 14,909		
	Total Cost	\$ 434,841	\$ 49,844	\$ 20,394	\$ 505,078		



Alameda Clement Avenue Safety Improvement Project  
PS&E

Firm (Prime): CDM Smith

6/3/2020

Task	Jensen, David J	Hurrell, William	Schuster, Stefan L	Gunther, Jake H	Bjork, Michael A	Buser, Lauren	David, Damien	Seidman, Hadley	Siddiqui, Shaheen W	Vadenais, Russell H	Paulsen, Kelly L	Dunbar, Caroline J	Wood, Christine	Hours Total	Base Year Labor Cost	Direct Costs	Total Costs
1 Project Management																	
1.1 Project Initiation and Kick-off Meeting	10	12	130	40	8									260	0 \$	1,000 \$	54,849 \$
1.2 Project Management																	
2 Existing Conditions																	
3 Options Analysis																	
4 Options Refinement																	
5 Environmental Clearance																	
6 Final Plans, Specifications, and Estimates (PS&E)																	
6.1 65% Plan Development		2	116	236	8	240	240	220	8	24				1094	\$ 133,997		\$ 133,997
6.2 65% Specifications			8	30					12	4				54	\$ 8,249		\$ 8,249
6.3 65% Engineer's Opinion of Probable Construction Costs				30		8	8	8	16					70	\$ 8,942		\$ 8,942
6.4 55% Plan Development		2	82	236	8	230	210	190	8	16				982	\$ 117,865	\$ 10,000	\$ 127,865
6.5 55% Specifications			8	30					12					50	\$ 7,665		\$ 7,665
6.6 55% Engineer's Opinion of Probable Construction Costs				20		6	6	6	12					50	\$ 6,408		\$ 6,408
6.7 100% Plan Development		2	30	80	8	58	58	58	8					302	\$ 37,715		\$ 37,715
6.8 100% Specifications			2	12					4					18	\$ 2,636		\$ 2,636
6.9 100% Engineer's Opinion of Probable Construction Costs				12		2	2	2	6					24	\$ 3,137		\$ 3,137
6.10 FB PS&E		2	40	40		40	30	20	8					180	\$ 25,755		\$ 25,755
6.11 Permitting			16							16				32	\$ 6,127		\$ 6,127
7 Construction Bid Support																	
7.1 Construction Bid Support			16	36		16	16							84	\$ 11,495		\$ 11,495
<b>Total Hours</b>	<b>10</b>	<b>20</b>	<b>448</b>	<b>802</b>	<b>32</b>	<b>600</b>	<b>570</b>	<b>504</b>	<b>94</b>	<b>60</b>	<b>20</b>	<b>16</b>	<b>24</b>	<b>3,200</b>	<b>423,841</b>	<b>11,000</b>	<b>434,841</b>

Alameda Clement Avenue Safety Improvement Project PS&E

Firm: CHS

6/3/2020

Task		Chi-Hsin Shao	Soroush Khadem	Celina Lee	Byung Lee	Frank Feng	Hours Total	Base Year Labor Cost	Direct Costs	Total Costs
1	Project Management									
1.1	Project Initiation and Kick-off Meeting	No Change					0	\$ -		\$ -
1.2	Project Management									
2	Existing Conditions	No Change								
3	Options Analysis	No Change								
4	Options Refinement	No Change								
5	Environmental Clearance	No Change								
6	Final Plans, Specifications, and Estimates (PS&E)									
6.1	65% Plan Development		20	14	40	80	154	\$ 22,289		\$ 22,289
6.2	65% Specifications						0	\$ -		\$ -
6.3	65% Engineer's Opinion of Probable Construction Costs						0	\$ -		\$ -
6.4	95% Plan Development						0	\$ -		\$ -
6.5	95% Specifications						0	\$ -		\$ -
6.6	95% Engineer's Opinion of Probable Construction Costs						0	\$ -		\$ -
6.7	100% Plan Development		18	12	28	48	106	\$ 16,064		\$ 16,064
6.8	100% Specifications						0	\$ -		\$ -
6.9	100% Engineer's Opinion of Probable Construction Costs						0	\$ -		\$ -
6.10	IFB PS&E		10	8	16	16	50	\$ 8,078		\$ 8,078
6.11	Permitting						0	\$ -		\$ -
7	Construction Bid Support									
7.1	Construction Bid Support		8	8			16	\$ 3,414		\$ 3,414
	Total Hours	0	56	42	84	144	326	49,844	-	49,844

**Alameda Clement Avenue Safety Improvement Project PS&E**

**Firm: A3GEO, Inc.**

**6/3/2020**

Task		Tim Sneddon	Dillon Braud		Hours Total	Base Year Labor Cost	Direct Costs	Total Costs
<b>1</b>	<b>Project Management</b>							
1.1	Project Initiation and Kick-off Meeting	No Change						
1.2	Project Management				0	\$ -		\$ -
<b>2</b>	<b>Existing Conditions</b>	No Change						
<b>3</b>	<b>Options Analysis</b>	No Change						
<b>4</b>	<b>Options Refinement</b>	No Change						
<b>5</b>	<b>Environmental Clearance</b>	No Change						
<b>6</b>	<b>Final Plans, Specifications, and Estimates (PS&amp;E)</b>							
6.1	65% Plan Development (Geotech)	27	30		57	\$ 10,639	\$ 9,755	\$ 20,394
6.2	65% Specifications				0	\$ -		\$ -
6.3	65% Engineer's Opinion of Probable Construction Costs				0	\$ -		\$ -
6.4	95% Plan Development				0	\$ -		\$ -
6.5	95% Specifications				0	\$ -		\$ -
6.6	95% Engineer's Opinion of Probable Construction Costs				0	\$ -		\$ -
6.7	100% Plan Development				0	\$ -		\$ -
6.8	100% Specifications				0	\$ -		\$ -
6.9	100% Engineer's Opinion of Probable Construction Costs				0	\$ -		\$ -
6.10	IFB PS&E				0	\$ -		\$ -
6.11	Permitting				0	\$ -		\$ -
<b>7</b>	<b>Construction Bid Support</b>							
7.1	Construction Bid Support				0	\$ -		\$ -
<b>Total Hours</b>		<b>27</b>	<b>30</b>	<b>0</b>	<b>57</b>	<b>10,639</b>	<b>9,755</b>	<b>20,394</b>



75 State Street, Suite 701  
Boston, Massachusetts 02109  
tel: 617 452-6000

## CERTIFICATE

I, Mario J. Marcaccio, Clerk of CDM Smith Inc., a Massachusetts corporation, hereby certify that William E. Hurrell, holds the position of Client Service Leader 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. with a value up to \$1 million. Furthermore, Mr. Hurrell may be delegated authority to execute proposals, contracts and agreements for the performance of professional services in the name and on behalf of CDM Smith Inc. in excess of \$1 million.

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 27<sup>th</sup> day of March 2018.



Mario J. Marcaccio

Clerk of the Corporation







# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
12/23/2019

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).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. Boston MA Office 53 State Street Suite 2201 Boston MA 02109 USA	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C. No. Ext):</b> (866) 283-7122	<b>FAX (A/C. No.):</b> 800-363-0105
<b>INSURED</b> CDM Smith Inc. 75 State Street, Suite 701 Boston MA 02109 USA	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>NAIC #</b>	
	<b>INSURER A:</b> LM Insurance Corporation	33600
	<b>INSURER B:</b> Liberty Insurance Corporation	42404
	<b>INSURER C:</b> Liberty Mutual Fire Ins Co	23035
	<b>INSURER D:</b> Lloyd's Syndicate No. 2623	AA1128623
<b>INSURER E:</b> Commerce & Industry Ins Co	19410	
<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:** 570079724060**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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 <input type="checkbox"/> OTHER:			TB7611B8T8Z6040	01/01/2020	01/01/2021	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 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	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS2-611-B8T8Z6-060	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> <b>RETENTION</b> <input type="checkbox"/>						EACH OCCURRENCE AGGREGATE
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WA561DB8T8Z6010 AOS WC5611B8T8Z6020 WI	01/01/2020 01/01/2020	01/01/2021 01/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

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

Re: Clement Avenue Safety Improvements.  
The City of Alameda, its City Council, boards, commissions, officials, employees and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of the City of Alameda in accordance with the policy provisions of the General Liability and Automobile Liability policies.

OK 6/11/20 LC

**CERTIFICATE HOLDER****CANCELLATION**

City of Alameda Building, Planning, and Transportation Department, Attn: Gail Payne, Senior Transportation Coordinator 2263 Santa Clara Avenue, Room 130 Alameda CA 94501 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Northeast Inc.</i>



# ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED CDM Smith Inc.	
POLICY NUMBER See Certificate Number: 570079724060			
CARRIER See Certificate Number: 570079724060	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		WA761DB8T8Z6030 MA & PR	01/01/2020	01/01/2021		
	OTHER							
D	Archit&Eng Prof			PSDEF2000033 Professional/Claims Made	01/01/2020	01/01/2021	Each Claim	\$1,000,000
							Aggregate	\$1,000,000



**ADDITIONAL REMARKS SCHEDULE**

Page \_ of \_

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED CDM Smith Inc.
POLICY NUMBER See Certificate Number: 570079724060		
CARRIER See Certificate Number: 570079724060	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 # PSDEF2000033

Beazley (Syndicates 2623/0623) - 37.5%

BRIT (Syndicate 2987) - 31.25%

Ms Amlin (Syndicate 2001) - 12.5%

Munitus (Syndicate 4242) - 12.5%

Re/Rn (Syndicate 1458) - 6.25%

**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

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
<b>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.</b>	<b>Per the contract or agreement</b>
<b>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</b>	



Policy Number **TB7-611-B8T8Z6-040**  
Issued by **LIBERTY INSURANCE CORPORATION**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

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

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

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

All other terms and conditions of this policy remain unchanged.

**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**

<b>Name Of Person(s) Or Organization(s):</b>
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.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - MASSACHUSETTS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE 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.

**Changes in Liability Coverage:**

Who Is An Insured is changed to include the person or organization named in this endorsement, but only for "bodily injury" or "property damage" resulting from the acts or omissions of:

1. You, while using a covered "auto."
2. Any other person, while using a covered "auto" with your permission.

**Additional insured:**

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.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

### **SCHEDULE**

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

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

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Policy Number **AS2-611-B8T8Z6-060**

Issued by **LIBERTY MUTUAL FIRE INSURANCE COMPANY**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

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

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

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

All other terms and conditions of this policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION TO THIRD PARTIES**

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

**SCHEDULE**

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

All other terms and conditions of this policy remain unchanged.

Issued by LM Insurance Corporation

For attachment to Policy No. WA5-61D-B8T8Z6-010      Effective Date: 1/1/2020      Premium \$

Issued to CDM Smith Inc.