

City Standard Consultant Agreement

CONSULTANT AGREEMENT

THIS AGREEMENT, entered into this 19th day of January 2016, by and between CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and CDM Smith, a individual/corporation/limited liability company, whose address is 220 Montgomery Street, Suite 1418, San Francisco, CA 94104 (hereinafter referred to as "Consultant"), is made with 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. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and

C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

D. City and Consultant desire to enter into an agreement for services 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 20th day of January 2016, and shall terminate on or about the 31st day of December 2017, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED:

Consultant shall perform each and every service set forth in Exhibit "1" which is attached hereto and incorporated herein by this reference.

3. COMPENSATION TO CONSULTANT:

Consultant shall be compensated for services performed pursuant to this Agreement in the amount not to exceed \$395,000 as set forth in Exhibit "2" which is attached hereto and incorporated herein by this reference.

4. TIME IS OF THE ESSENCE:

Consultant and City agree that time is of the essence regarding the performance of this Agreement.

5. **STANDARD OF CARE:**

Consultant agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals 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 nor have any contractual relationship with City.

6. **INDEPENDENT PARTIES:**

City and Consultant intend that the relationship between them created by this Agreement is that of employer-independent contractor. The manner and means of conducting the work are under the control of Consultant, 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 Consultant'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 Consultant, 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 fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant.

7. **IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

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

8. **NON-DISCRIMINATION:**

Consistent with City's policy that harassment and discrimination are unacceptable employer/employee conduct, Consultant agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Consultant or Consultant's employee or subcontractor 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. Consultant agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. **HOLD HARMLESS:**

Consultant shall indemnify, defend and hold harmless City, its City Council, boards, commissions, officers, 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 Consultant'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 Consultant, Consultant shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Consultant. However, Consultant shall not be obligated to indemnify Indemnitees from Claims arising from the sole or active negligence or willful misconduct of Indemnitees.

As to Claims for professional liability only, Consultant's obligation to defend Indemnitees (as set forth above) is limited to the extent to which its professional liability insurance policy will provide such defense costs.

10. **INSURANCE:**

On or before the commencement of the term of this Agreement, Consultant shall furnish City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 10A, B, C, D and E. Such certificates, which do not limit Consultant'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 ten (10) days' advance written notice to the City of Alameda, Attention: Risk Manager." It is agreed that Consultant 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 as additional insured shall be submitted with the insurance certificates.

A. **COVERAGE:**

Consultant 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:	\$250,000 each occurrence \$500,000 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 automotive liability coverage in the following minimum limits:

Bodily Injury:	\$500,000 each occurrence
Property Damage:	\$100,000 each occurrence

or

Combined Single Limit:	\$500,000 each occurrence
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(4) **Professional Liability:**

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Consultant in the amount of at least \$1,000,000.

B. **SUBROGATION WAIVER:**

Consultant agrees that in the event of loss due to any of the perils for which he/she has agreed to provide comprehensive general and automotive liability insurance, Consultant shall look solely to his/her insurance for recovery. Consultant hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Consultant or City with respect to the services of Consultant herein, a waiver of any right to subrogation

which any such insurer of said Consultant may acquire against City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If Consultant 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 Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant 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 and commissions, officers, employees and volunteers shall be named as an additional insured under all insurance coverages, except any professional liability and workers' compensation insurance, required by this Agreement. 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 Consultant. Consultant is advised to confer with Consultant's insurance broker to determine adequate coverage for Consultant.

11. CONFLICT OF INTEREST:

Consultant warrants that it is not a conflict of interest for Consultant to perform the services required by this Agreement. Consultant may be required to fill out a conflict of interest form if the services provided under this Agreement require Consultant 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:

Consultant 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 City. 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 by Consultant from City under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to City by Consultant.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Consultant is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of

this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

13. SUBCONTRACTOR APPROVAL:

Unless prior written consent from City is obtained, only those people and subcontractors whose names and resumes are attached to this Agreement shall be used in the performance of this Agreement.

In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance in reasonable conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

14. PERMITS AND LICENSES:

Consultant, at his/her sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses including, but not limited to, a City Business License, that may be required in connection with the performance of services hereunder.

15. REPORTS:

A. Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report", reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement, shall be the exclusive property of City. Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to City the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of City, and all publication rights are reserved to City.

B. All Reports prepared by Consultant may be used by City in execution or implementation of:

- (1) The original Project for which Consultant was hired;
- (2) Completion of the original Project by others;
- (3) Subsequent additions to the original project; and/or
- (4) Other City projects as appropriate.

C. Consultant shall, at such time and in such form as City may require, furnish reports concerning the status of services required under this Agreement.

D. All Reports required to be provided by this Agreement shall be printed on recycled paper. All Reports shall be copied on both sides of the paper except for one original, which shall be single sided.

E. No Report, information or other data given to or prepared or assembled by Consultant pursuant to this Agreement shall be made available to any individual or organization by Consultant without prior approval by City.

F. Notwithstanding any other provision of this Agreement to the contrary, Consultant 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 Consultant on the date of this Agreement or developed outside of this Agreement.

16. RECORDS:

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement.

Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to such books and records to the representatives of City or its designees at all proper times, and gives City the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, 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 for a period of three (3) years after receipt of final payment.

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 contract or failure to act in good faith, then Consultant shall reimburse City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES:

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals from Consultant to City shall be addressed to City at:

City of Alameda
Community Development Department
2263 Santa Clara Avenue, Room 120
Alameda CA 94501
Attention: Gail Payne

All notices, demands, requests, or approvals from City to Consultant shall be addressed to Consultant at:

CDM Smith
220 Montgomery Street, Suite 1418
San Francisco, CA 94104
Attention: Brian Soland

18. TERMINATION:

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

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 Consultant as provided herein. Upon termination of this Agreement, 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.

19. COST OF LITIGATION:

If any legal action is necessary to enforce any provision hereof or for damages by reason of an alleged breach of any provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party all costs and expenses in such amount as the Court may adjudge to be reasonable, including attorneys' fees.

20. COMPLIANCES:

Consultant shall comply with all state or federal laws and all ordinances, rules and regulations enacted or issued by City.

21. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.)

Any suits brought pursuant to this Agreement shall be filed in a State or Federal court of competent jurisdiction in the County of Alameda, State of California.

22. ADVERTISEMENT:

Consultant shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from City to do otherwise.

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:**

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 Consultant.

25. **INSERTED PROVISIONS:**

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

26. **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.

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

COMPANY -- *CDM Smith*



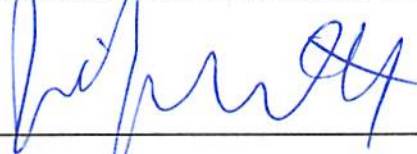
By: William E. Hurrell, PE
Title: Vice President

CITY OF ALAMEDA
A Municipal Corporation

Elizabeth D. Warmerdam
Interim City Manager

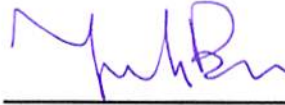
By:
Title:

RECOMMENDED FOR APPROVAL:



Jennifer Ott
Chief Operating Officer - Alameda Point

APPROVED AS TO FORM:



Farimah F. Brown
Senior Assistant City Attorney

City of Alameda Transit and Transportation Demand Management Plans Scope of Work

DATE: December 9, 2015

Task 1: Project Management and Quality Review

1.a Ongoing Project Management and Coordination

The CDM Smith Project Manager will develop a project management plan that will include protocols for coordination with team members and internal project tracking. This task will also include monthly progress reports and invoicing as well as bi-weekly (and as-needed) coordination calls with City Staff to discuss project direction and progress.

1.b Quality Control/Assurance

Quality control and assurance is an important aspect of project delivery at CDM Smith. The CDM Smith team will include technical reviewers to ensure the project is following best practices in Transportation Demand Management (TDM) and transit planning, technical approaches are sound and appropriate, and project schedules and goals are being met. Technical review will occur at strategic points during the project, including:

- Existing Conditions Memo
- Evaluation criteria and approach to analysis
- Strategies analysis
- Draft and Final Plans

Task 1 Deliverables

- Bi-weekly coordination calls
- Monthly progress reports and invoicing
- Quality control/assurance reporting

Task 2: Initiate Project

2.a Project Initiation, Data Collection and Document Review

The CDM Smith team will initiate the project, confirm schedule and contract, and ensure a mutual understanding of project direction. The CDM Smith team will work with City Staff to collect data important in gaining a thorough understanding of the context for the Transit and TDM Plans (the Project). Starting from the list provided in the RFP, CDM Smith will prepare a list of documents and

data necessary to move ahead with analysis and existing conditions described in Task 3. Data will include city GIS files for mapping purposes as well as electronic documents of existing plans.

2.b Project Kick-off Meeting

The kick-off meeting will provide an opportunity for all team members to finalize the schedule and work scope, discuss data collection and document review, confirm communication protocols and invoicing. The kick-off meeting will also include a virtual site visit (using Google Earth and Streetview) to visit key locations throughout Alameda.

Task 2 Deliverables

- List of documents and data for plans
- Kick-off meeting coordination and attendance

Task 3: Analyze Existing Conditions

3.a Existing Conditions Memo

The existing conditions memo will be the foundation for the Transit and TDM Plans by identifying available and relevant information in the context of local, national and international best practices. The CDM Smith team will conduct a comprehensive review of the recommendations included in previous plans and studies, and will assess the obstacles to implementing the recommendations. Transit-related policies and implementation strategies from the Transportation Element of the General Plan as well as TDM strategies from new and upcoming developments also will be summarized during this task.

The memo contents will include the following sections:

- Transit Plan
 - Review recommendations of existing local and regional plans and policies
 - Access to transit – network gap analysis, connections to key neighborhoods and destinations
 - Ridership
 - Transit performance – speed, reliability
 - Transit user experience
- TDM Plan
 - Review recommendations of existing local and regional plans and policies
 - City vehicle trip reduction and mode shift goals
 - Existing city requirements for TDM
 - Existing parking policies

We will use input from City staff and key stakeholders to conduct the assessment of previous plan recommendations, their current status, and to identify any obstacles to implementation. An example of how the information will be presented is shown below.

Recommendation	Document	Current Status	Obstacles to Implementation
Implement queue jump lanes and other strategies for improving transit operations.	General Plan	1 queue jump lane installed	Insufficient Right of Way

The CDM Smith team is committed to using a data-driven and graphic-focused presentation of information, the goal being to create a succinct and informative presentation of material. The team will combine data analysis and aesthetic design skills to create maps and infographics that are engaging and informative. These materials will provide key data points to be used in data sharing with stakeholders and decision-makers.

The CDM Smith team will use StreetLight Data to supplement the existing conditions analysis. These data are derived from GPS-enabled devices including smart phone navigation applications, in-dashboard car navigation systems, smart phone handsets and commercial vehicle management systems. Using these anonymous data will give the team detailed information on where Alameda residents travel, the routes they choose, their travel times, and their origins and destinations. StreetLight InSight® will provide data on designated origin and destination zones with optional middle filter zones (bridges and tubes). The metrics will describe the relative amount of trips between each Origin-Destination pair or through the middle filter. The results are provided as frequencies that need to be scaled based on known traffic counts, which will be provided by the City. This StreetLight data will be based on a representative year of combined months from 2014 and 2015.

3.b Stakeholder Outreach - Round #1 (up to three meetings)

There are several key stakeholder groups that will be involved in the study, including businesses, employers, developers, schools and colleges, neighborhood associations, and transit/transportation agencies. The first round of stakeholder outreach will focus on existing conditions data, and will lay the groundwork for beginning the conversation with key stakeholders in the community. The CDM Smith team will create one presentation, agenda, and hand-out materials for each of the three stakeholder meetings. The CDM Smith team will work with City staff to identify stakeholder groups to engage in this process. They will likely be the same groups the team meets with at key milestones during the Project.

The Team recommends the meetings be scheduled and conducted to allow for targeted participation by specific constituencies. For example, meetings with area businesses might be held in the morning or conducted with assistance from the Chamber. Meetings with transportation agencies and providers would likely be most successful if held during the workday.

Meeting objectives will include providing an orientation to the planning process and current conditions and commenting on draft objectives and evaluation criteria. The meetings will include an informational component along with an interactive “hands-on” activity to help retain interest and stimulate participant response. MIG will identify specific outreach activities to ensure that key stakeholders are identified and invited.

Task 3 Deliverables

- Existing Conditions Draft and Final Memoranda
- Stakeholder outreach #1 meeting materials, attendance, and summary

Task 4: Prepare Goals, Objectives, and Evaluation Criteria

4.a Goals, Objectives and Evaluation Criteria Internal Study Session

One of the main purposes of this task is to create a framework for evaluating trade-offs of potential transit or TDM strategies and for identifying investment priorities. This task will begin with a study session with City Staff and key CDM Smith team members to discuss the vision for the Transit and TDM plans. The CDM Smith team then will draft the goals, objectives and evaluation criteria, which will establish a basis for presenting information to the community and for the public opinion survey, and will be adapted based on input from outreach efforts.

4.b Public Opinion Survey

A primary purpose of this public opinion survey is to better understand what would motivate residents to use transit, carpools, bicycles, or walking instead of driving alone. A survey of this type must include proper representation of a cross-section of residents throughout the city. To achieve this, we are recommending a statistically valid telephone survey of Alameda residents.

The following points describe the details associated with the public opinion telephone survey of residents.

- The telephone survey will be conducted by professional interviewers working for Corey, Canapary & Galanis Research (CC&G).
- The survey will be conducted in English, Spanish and Chinese.
- A hybrid sampling approach will include telephone numbers throughout the City of Alameda, and will include: a) a Random Digit Dial (RDD) sample; b) a Listed Sample; and c) a random sample of cell phone numbers.
- An initial pre-test will be conducted once the questionnaire is finalized to test the survey length and comprehension.
- A minimum of 400 total surveys with qualified respondents will provide statistical reliable data in the total and by key sub-groups.

- The questionnaire must be designed to be completed within 12 minutes or less. A reasonable questionnaire length will help ensure that an adequate cross-section of respondents are surveyed. A longer survey tends to result in a higher share of “non-responders,” particularly among the most difficult to reach populations (i.e. younger respondents 18 – 24, lower income, etc.).
- The questionnaire will be designed to include questions about current travel behaviors, barriers to using non-driving modes more frequently, attitudes toward the City’s role in transit, response to potential transit projects, and some basic demographic questions.
- While the survey will include a representation from all types of residents of Alameda, particular attention will be paid to infrequent transit riders in this telephone survey effort. In attempting to increase ridership numbers, these infrequent riders tend to be a subgroup that may be successfully converted to regular riders.
- We plan to identify the sponsor of the survey (the City of Alameda) to all respondents.
- CC&G will be involved in all phases of this project including questionnaire design, questionnaire translation, sample plan development, programming the CATI survey, fieldwork, coding and data processing, and working with CDM Smith to provide a management report of survey findings.
- The City’s responsibilities will include input on questionnaire design and scheduling any project meetings/presentations.

4.c Web Survey #1 Goals, Objectives and Evaluation Criteria

The CDM Smith team will work with City Staff to develop a web-based survey that is designed to solicit input on the goals, objectives and evaluation criteria as well as other strategies that have not been implemented. City Staff will administer the survey by using the Peak Democracy software City Staff will monitor progress while the survey is live to help ensure a good response rate and one that is representative of the City. City Staff will produce a report summarizing the results.

4.d Project Goals, Objectives, and Evaluation Criteria Memo

Using information collected from Tasks 2 and 3, the public opinion survey, web survey and community workshop, the CDM Smith team will prepare a memo describing the project goals and objectives. The memo also will describe the evaluation criteria that will be used to measure the effectiveness of the strategies to be identified in Task 5.

The goals, objectives, and evaluation criteria TDM Plan memo will focus on the existing and planned TDM goals, uniting them and creating a framework for future TDM measures within the city. The goals, objectives, and evaluation criteria Transit Plan memo will consider the effectiveness of existing transit, current plans for new transit and with the assistance of the public opinion survey, web survey and community workshop, will identify ways to increase transit usage for inter- and intra-island trips. Evaluation criteria may include: access to transit, travel time, service reliability, greenhouse gas reduction, single occupancy vehicle (SOV) trip reduction, ridership increases and

cost effectiveness and feasibility, which considers political will, funding availability, need for additional infrastructure and other potential obstacles. These evaluation criteria will be adapted and made more specific based on information gathered during this task.

4.e Community Workshop Round #1

MIG will conduct a community workshop to discuss existing conditions and potential objectives and evaluation criteria for the project. The CDM Smith team will design a meeting format that includes an informational component along with an interactive, hands-on activity to increase learning and stimulate participation. Meeting planning discussions will include confirmation of the City's strategy to publicize the workshops. The CDM Smith team will develop the outreach flyer, meeting agenda and related support collateral for the meeting. The City will distribute the flyer and will provide copies of the agenda and related collateral. The workshop will be 1.5 – 2 hours in length. The CDM Smith team will prepare a memorandum summarizing the meeting results and comments received.

4.f Transportation Commission/Planning Board/City Council Meetings Round #1 (up to three meetings)

The CDM Smith team will prepare meeting materials for three city meetings, including the Transportation Commission, Planning Board and City Council. Meeting materials will include a PowerPoint presentation, handouts and a copy of the project goals and objectives Memo.

The purpose of this round of meetings will be to discuss existing conditions and to obtain input and confirmation on the goals, objectives and evaluation criteria for the Transit and TDM plans.

Task 4 Deliverables

- Public opinion survey preparation and summary
- Web Survey #1 preparation
- Goals, Objectives and Evaluation Criteria Draft and Final Memoranda
- Community Workshop #1 attendance, meeting materials, and summary
- Transportation Commission, Planning Board and City Council attendance, meeting materials, and summary

Task 5: Develop and Analyze Strategies

5.a Develop and Analyze Strategies

Develop Strategies

Working with information gathered from the stakeholders, community, and decision-makers as described in Task 4, the CDM Smith team will develop TDM and transit strategies based on best practices, knowledge of TDM and TMA structures, and a working knowledge of local transit agency policies and City infrastructure. The strategies will be supported by data analyzed in the existing conditions report, and will help implement the goals and objectives. Strategies already identified by

City Staff include coordinating shuttles, considering BART to Alameda, an Alameda circulator or city-run bus system, and how the risk assessment of the Webster/Posey tubes may impact transit access.

For the TDM strategies, the CDM Smith team will focus on developing effective, context-driven TDM approaches to SOV vehicle trip reduction. With new technologies and innovation continuing to change how people get around, the strategies will not only include the basics of carpooling and shuttles, but also will consider new tools for SOV reduction, such as parking management, vehicle and bicycle sharing, and awareness campaigns. A standardized set of TDM requirements will be developed to ensure consistent application for new developments. Additionally, an approach to a Citywide TMA structure will be developed.

For the transit strategies, the CDM Smith team will use our knowledge and experience in implementing and improving transit systems to increase transit usage in Alameda. Whether it is frequency, reliability, connections between modes, speed, breaks in service, marketing, or incentives for riding, the CDM Smith team will identify the tools to effectively improve transit service and ridership for inter- and intra-island trips. The team also will consider how to implement a broadened EasyPass program for Alameda residents.

Analyze Strategies

The strategies will be analyzed with a data-driven approach to identify the most cost-effective and beneficial projects. Each strategy will be evaluated based on the evaluation criteria developed in Task 4 to determine how effectively the strategies support the goals and objectives.

5.b Intersection Traffic Analysis

To help further the implementation of up to two high-priority projects that come out of this planning effort, an intersection analysis will show the feasibility of these select high-priority projects. Starting from existing traffic analyses, the CDM Smith team will analyze intersection and LOS impacts of two or three intersections depending on complexity. This analysis will show how traffic will be impacted if transit priority treatments are implemented. This work will be preliminary and additional analysis will be required in the final planning and design phases.

5.c Bike Share Feasibility Memo

The CDM Smith team will look into the feasibility of launching a citywide bike share program as part of the TDM Plan. Preliminary planning for bike share has been proposed as part of TDM measures for Alameda Point. Councilmember Jim Oddie requested City staff to provide the City Council with a report on the feasibility of including the City of Alameda in the service area for the Bay Area Bike Share program in a City Council referral approved on November 17, 2015. The memo will present and analyze scalable bike share systems, program size, capital and operating costs, and the siting of facilities. This memo will focus on the considerations for implementing bike share in the City of Alameda, and will make recommendations for siting, funding, and operations.

5.d Strategy Descriptions and Analysis Memo

The memo will provide a thorough description of TDM and transit strategies and an evaluation of the strategies, and will provide a description of the methodology used to analyze the strategies. A summary of results will be presented in a table showing how each strategy performed in the evaluation.

Near-term Implementation Recommendations

This memo will identify near-term implementation steps that may be implemented immediately. These strategies may include making capital improvements or coordinating shuttle routes to serve a common transportation center in Alameda to provide a more streamlined service through the Webster/Posey tubes.

5.e Stakeholder Outreach - Round #2 (up to three meetings)

The CDM Smith team will conduct up to three meetings (approximately 1.5 hours per meeting) with area businesses, schools and related transportation groups to review the draft strategies memorandum. The meeting design will be important so that the City receives input that helps refine and enhance the strategies deemed likely to be successful while capturing a clear understanding of strategies that are deemed unpopular or not likely to succeed. The CDM Smith team will create a comment process that allows participants to identify that they agree, agree with modifications or disagree. Depending on the number of strategies and participants, MIG can provide high tech or low tech tools to support the discussion. The end product of this effort will be a refined list for presentation to the public at the community workshop.

5.f Web Survey #2 Potential Strategies

The CDM Smith team will assist City Staff to develop a web-based survey that is designed to solicit input on the strategies using the Peak Democracy software. \City Staff will monitor progress while the survey is live to help ensure a good response rate and one that is representative of the City. City Staff will produce a report summarizing the results.

Task 5.g Community Workshop Round #2

The CDM Smith team will conduct a 1.5 – 2 hour community workshop to obtain public input on the draft strategies. The meeting will include an informational presentation that describes the planning process and how the strategies were developed. It will then have an interactive component to allow participants to comment on the strategies. Participants would be asked a variety of questions to help determine priorities. The questions might include:

- Which strategies would you be most likely to use?
- Which strategies would help improve mobility in the City for you as an individual?
- Which strategies would you be likely to support to be funded by the City or related agencies?
- Which strategies would you like to see implemented first?

- Are there any strategies that could be improved? If so how?

The CDM Smith team will develop the agenda, comment form, presentation, and interactive exercise. The City will provide copies of materials. The CDM Smith team will prepare a memorandum summarizing the meeting results.

5.h Transportation Commission/Planning Board/City Council Meetings Round #2 (up to three meetings)

The CDM Smith team will prepare meeting materials for three city meetings, including the transportation commission, Planning Board, and City Council. Meeting materials will include a PowerPoint presentation, handouts and a draft Strategy Descriptions and Analysis Memorandum.

The purpose of this round of meetings will be to review the potential strategies and associated community input and strategy evaluation.

Task 5 Deliverables

- Strategy Descriptions and Analysis Draft and Final Memoranda
- Bike Share Feasibility Draft and Final Memoranda
- Intersection Traffic Analyses
- Stakeholder outreach #2 meeting materials, attendance, and summary
- Web survey #2 preparation
- Community Workshop #2 attendance, meeting materials, and summary
- Transportation Commission, Planning Board, and City Council attendance, meeting materials, and summary

Task 6: Prepare Draft Plans

6.a Administrative Draft Plans

Based on previous task memoranda and community input to date, the CDM Smith team will prepare Administrative Draft Plans for City staff and stakeholder review. The Citywide Transit and TDM Plans are envisioned as a “user friendly,” easy to understand document that is organized around graphics, tables and charts. One of the purposes of the Plans is to provide City representatives with talking points about the existing and proposed transportation network – both supply and demand – so as to help key stakeholders and decision-makers better understand the need for transportation infrastructure and operational improvements. The Plans will contain an implementation and financing approach that evaluates the potential for funding the preferred strategies. Special attention also will be paid to the phasing of the strategies, and will include recommendations for staffing and the organizational structures needed to ensure the most successful implementation. Once the Public Review Draft Plans are released, the CDM Smith team

and City staff will prepare a presentation and web-based materials to engage the community, especially on the preferred strategies in the Public Review Draft Plans.

6.b Public Review Draft Plans

The team will provide Public Review Draft Plans for the Transportation Commission and Planning Board meetings. We will provide a total of 20 hard copies and an electronic copy of the Plan. The team will be responsible for the management of an ongoing list of staff and public comments and associated changes to the Public Review Draft Plans.

6.c Stakeholder Outreach - Round #3 (up to three meetings)

The CDM Smith team will provide an agenda, meeting materials and notes for up to three stakeholder outreach meetings to present the Public Review Draft Plans.

6.d Transportation Commission/Planning Board/City Council meetings Round #4 (up to three meetings)

The purpose of this round of meetings will be to review the Draft Plans. The team will prepare meeting materials for three city meetings, including the Transportation Commission, Planning Board, and City Council. Meeting materials will include a PowerPoint presentation, handouts and the draft Plans.

Task 6 Deliverables

- Administrative and Public Review Draft Plans (20 copies)
- Stakeholder outreach #3 meeting materials, attendance, and summary
- Transportation Commission, Planning Board, and City Council attendance, meeting materials, and summary

Task 7: Prepare Final Plans

7.a Administrative Final Plans

The CDM Smith team will incorporate the comments from the public review process in its preparation of a Final Draft of the Citywide Transit and TDM Plans (Final Draft) for administrative review.

7.b Public Review Final Plans

Based on the City staff comments of the administrative draft plans, the Final Draft plans will be produced for Transportation Commission and Planning Board approval. The Final Draft then will be presented to the City Council for final adoption, and will include a summary of Transportation Commission, Planning Board, and community comments and revisions as an addendum. The CDM Smith team will produce revisions to key graphics for the City Council meeting, but not a revised Final Draft. Based on the cumulative input and comments received at the Transportation

Commission, Planning Board, and City Council meetings, the team will prepare the adopted Final Citywide Transit and TDM Plans.

The team will develop the Final Draft Citywide Transit and TDM Plans for public review (20 hard copies for the Transportation Commission and Planning Board meetings and 20 hard copies for the City Council meeting). We will compile the comments and associated changes from the Transportation Commission, Planning Board, and City Council meetings.

7.c Transportation Commission/Planning Board/City Council meetings Round #5 (three total meetings)

The purpose of this round of meetings will be to review (Transportation Commission/Planning Board) and adopt (City Council) the Final Plans. The CDM Smith team will prepare meeting materials for three city meetings, including the Transportation Commission, Planning Board, and City Council. Meeting materials will include a PowerPoint presentation, handouts, and the Final Plans.

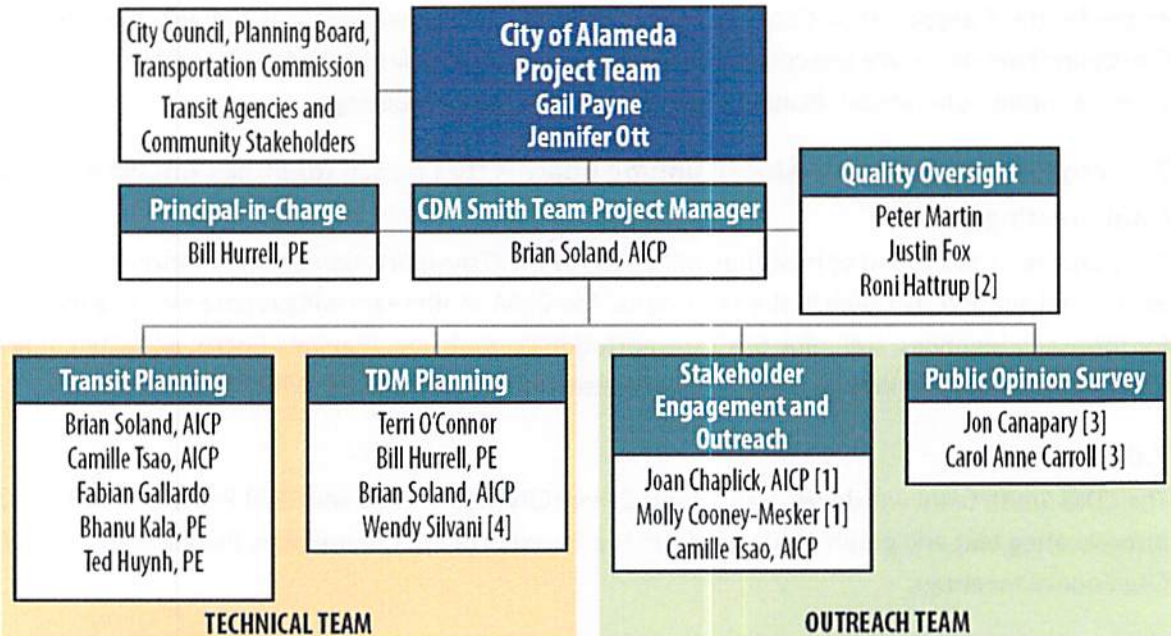
7.d Final Draft

The CDM Smith team will develop an adopted Final Citywide Transit and TDM Plans (20 hard copies) incorporating text and graphic changes from the Transportation Commission, Planning Board, and City Council meetings.

Scope of Work Assumptions

- It is expected that all major work products/deliverables will go through no more than two review stages with the City of Alameda project team. For the purposes of this scope it is anticipated that the CDM Smith team will receive one consolidated set of comments from the City for each deliverable.
- All submissions will be submitted either directly via email or if the files are too large they will be submitted by an appropriate file transfer site.
- The schedule will be based on substantial completion of the work products in 16 months. This scope of work includes time to complete any loose ends, final invoicing, etc., up to 18 months after notice to proceed.

Project Staff



Subconsultants: [1] MIG, Inc. [2] Gray-Bowen-Scott [3] Corey, Canapary & Galanis Research [4] Silvani Transportation Consulting



Exhibit 2

City of Alameda Transit and TDM Plans
SUMMARY BUDGET

		CDM Smith				MIG				CC&G				Silvant Transportation Consulting				TOTAL BY TASK																													
		Hours	Expense	Labor	Total	Hours	Expense	Labor	Total	Hours	Expense	Labor	Total	Hours	Expense	Labor	Total	Hours	Expense	Labor	TOTAL																										
Task 1 - Project Management and Quality Review																																															
	Task 1.a - Ongoing Project Management and Coordination	74	\$ -	\$ 4,370	\$ 13,089	10	\$ -	\$ 1,110	\$ 1,221	-	\$ -	\$ -	\$ -	10	\$ 200	\$ 1,750	\$ 2,125	94	\$ 200	\$ -	\$ 7,230	\$ 16,435																									
	Task 1.b - Quality Control/Assurance	44	\$ -	\$ 3,391	\$ 10,156	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	-	\$ -	\$ -	\$ -	44	\$ -	\$ -	\$ 3,391	\$ 10,156																								
Task 1 Subtotal																																									\$ 26,591						
Task 2 - Initiate Project																																															
	Task 2.a - Project Initiation, Data Collection and Document Review	66	\$ -	\$ 3,160	\$ 9,465	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	-	\$ -	\$ -	\$ -	66	\$ -	\$ -	\$ 3,160	\$ 9,465																								
	Task 2.b- Project Kick-off meeting	12	\$ 100	\$ 788	\$ 2,462	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	4	\$ -	\$ 700	\$ 770	16	\$ 100	\$ -	\$ 1,488	\$ 3,323																								
Task 2 Subtotal																																									\$ 12,096						
Task 3 - Analyze Existing Conditions																																															
	Task 3.a - Existing Conditions Memo	120	\$ 8,000	\$ 6,385	\$ 27,124	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	20	\$ -	\$ 1,500	\$ 3,850	140	\$ 8,000	\$ -	\$ 9,855	\$ 30,974																								
	Task 3.b - Stakeholder Outreach - Round #1 (3 Meetings)	52	\$ 250	\$ 2,849	\$ 8,783	20	\$ 175	\$ 2,900	\$ 3,365	-	\$ -	\$ -	\$ -	-	8	\$ -	\$ 1,400	\$ 1,540	80	\$ 475	\$ -	\$ 7,149	\$ 13,688																								
Task 3 Subtotal																																									\$ 44,662						
Task 4 - Prepare Goals, Objectives, and Evaluation Criteria																																															
	Task 4.a.i - Goals, Objectives and Evaluation Criteria Internal Study Session	24	\$ -	\$ 1,736	\$ 5,201	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	4	\$ -	\$ 700	\$ 770	28	\$ -	\$ -	\$ 2,436	\$ 5,971																								
	Task 4.b - Public Opinion Survey	22	\$ -	\$ 1,297	\$ 3,886	-	\$ -	\$ -	\$ -	-	538	\$ 1,900	\$20,378	\$ 24,316	4	\$ -	\$ 700	\$ 770	564	\$ 1,900	\$ 22,735	\$ 28,971																									
	Task 4.c - Web Survey #1 Goals, Objectives, and Evaluation Criteria	16	\$ -	\$ 865	\$ 2,592	14	\$ -	\$ 1,850	\$ 2,035	-	\$ -	\$ -	\$ -	-	-	\$ -	\$ -	\$ -	30	\$ -	\$ -	\$ 2,735	\$ 4,627																								
	Task 4.d - Project Goals, Objectives, and Evaluation Criteria Memo	52	\$ -	\$ 2,188	\$ 6,555	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	24	\$ -	\$ 4,200	\$ 4,620	76	\$ -	\$ -	\$ 6,388	\$ 11,175																								
	Task 4.d - Community Workshop Round #1	52	\$ 200	\$ 2,785	\$ 8,542	48	\$ 550	\$ 5,595	\$ 6,705	-	\$ -	\$ -	\$ -	-	4	\$ -	\$ 700	\$ 770	104	\$ 750	\$ -	\$ 9,680	\$ 16,016																								
	Task 4.f - Transportation Commission/Planning Board/City Council meetings Round #1 (max 3 meetings)	56	\$ 250	\$ 3,185	\$ 9,790	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	-	\$ -	\$ -	\$ -	56	\$ 250	\$ -	\$ 3,185	\$ 9,790																								
Task 4 Subtotal																																								\$ 76,550							
Task 5 - Develop and Analyze Strategies																																															
	Task 5.a - Develop and Analyze Strategies	160	\$ -	\$ 8,091	\$ 24,235	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	40	\$ -	\$ 7,000	\$ 7,700	200	\$ -	\$ -	\$ 15,091	\$ 31,935																								
	Task 5.b - Intersection Traffic Analysis	108	\$ -	\$ 6,732	\$ 19,087	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	-	\$ -	\$ -	\$ -	108	\$ -	\$ -	\$ 6,372	\$ 19,087																								
	Task 5.c - Bike Share Feasibility Memo	106	\$ -	\$ 5,989	\$ 17,959	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	-	\$ -	\$ -	\$ -	106	\$ -	\$ -	\$ 5,589	\$ 17,939																								
	Task 5.d - Strategy Description and Analysis Memo	100	\$ -	\$ 5,139	\$ 15,391	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	-	\$ -	\$ -	\$ -	100	\$ -	\$ -	\$ 5,139	\$ 15,391																								
	Task 5.e - Stakeholder Outreach - Round #2 (up to 3 Meetings)	52	\$ 250	\$ 2,849	\$ 8,783	20	\$ 150	\$ 2,900	\$ 3,340	-	\$ -	\$ -	\$ -	-	8	\$ -	\$ 1,400	\$ 1,540	80	\$ 400	\$ -	\$ 7,149	\$ 13,689																								
	Task 5.f - Web Survey #2	16	\$ -	\$ 865	\$ 2,592	14	\$ -	\$ 1,850	\$ 2,035	-	\$ -	\$ -	\$ -	-	-	\$ -	\$ -	\$ -	30	\$ -	\$ -	\$ 2,735	\$ 4,627																								
Task 5.g - Community Workshop Round #2	52	\$ 200	\$ 2,785	\$ 8,542	38	\$ 550	\$ 4,635	\$ 5,649	-	\$ -	\$ -	\$ -	-	4	\$ -	\$ 700	\$ 770	94	\$ 750	\$ -	\$ 8,120	\$ 14,960																									
Task 5.h - Transportation Commission/Planning Board/City Council meetings Round #2 (3 total meetings)	56	\$ 250	\$ 3,185	\$ 9,790	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	-	\$ -	\$ -	\$ -	56	\$ 250	\$ -	\$ 3,185	\$ 9,790																									
Task 5 Subtotal																																									\$ 127,492						
Task 6 - Prepare Draft Plan																																															
	Task 6.a - Administrative Draft	88	\$ 500	\$ 4,667	\$ 14,478	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	16	\$ -	\$ 2,800	\$ 3,080	104	\$ 500	\$ -	\$ 7,467	\$ 17,558																								
	Task 6.b - Public Review Draft	52	\$ 1,000	\$ 2,417	\$ 8,238	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	-	\$ -	\$ -	\$ -	52	\$ 1,000	\$ 2,417	\$ 8,238																									
Task 6.c - Stakeholder Outreach - Round #3 (max 3 meetings)	56	\$ 250	\$ 2,589	\$ 9,203	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	8	\$ -	\$ 1,400	\$ 1,540	64	\$ 250	\$ -	\$ 4,389	\$ 10,793																									
Task 6.d - Transportation Commission/Planning Board/City Council meetings Round #3 (up to 3 meetings)	56	\$ 250	\$ 3,185	\$ 9,790	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	-	\$ -	\$ -	\$ -	56	\$ 250	\$ -	\$ 3,185	\$ 9,790																									
Task 6 Subtotal																																									\$ 46,379						
Task 7 - Prepare Final Plan																																															
	Task 7.a - Administrative Draft	56	\$ -	\$ 2,633	\$ 7,886	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	16	\$ -	\$ 2,800	\$ 3,080	72	\$ -	\$ -	\$ 5,413	\$ 10,966																								
	Task 7.b - Public Review Draft	40	\$ 2,000	\$ 1,705	\$ 7,108	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	-	\$ -	\$ -	\$ -	40	\$ 2,000	\$ 1,705	\$ 7,108																									
Task 7.c - Transportation Commission/Planning Board/City Council meetings Round #4 (max 3 meetings)	52	\$ 250	\$ 2,646	\$ 8,176	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	-	\$ -	\$ -	\$ -	52	\$ 250	\$ -	\$ 2,646	\$ 8,176																									
Task 7.d - Final Draft	60	\$ 1,000	\$ 2,482	\$ 8,433	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	-	\$ -	\$ -	\$ -	60	\$ 1,000	\$ -	\$ 2,482	\$ 8,433																									
Task 7 Subtotal																																									\$ 34,083						
CDM Smith \$ 287,314																																													CD&G \$ 24,316	Silvant Consulting \$ 32,925	TOTAL \$ 368,904



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
12/31/2015

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.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

PRODUCER Aon Risk Services Northeast, Inc. Boston MA Office One Federal Street Boston MA 02110 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext.): (866) 283-7122	FAX (A/C. No.): 800-363-0105
INSURED CDM Smith Inc. 75 State Street, Suite 701 Boston MA 02109 USA	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #: 10518329	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travelers Property Cas Co of America	NAIC #: 25674
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

Holder Identifier :

COVERAGES**CERTIFICATE NUMBER:** 570060847143**REVISION NUMBER:**

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

Re: Project Name: Transit and Transportation Demand Management Plans.

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

INSR LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS	
A	<input checked="" type="checkbox"/>	PROPERTY	QT6306B272843TIL16 Commercial Property	01/01/2016	01/01/2017	BUILDING		
		CAUSES OF LOSS				DEDUCTIBLES	PERSONAL PROPERTY	
		BASIC				BUILDING	BUSINESS INCOME w/o Extra Expense	
		BROAD				CONTENTS	EXTRA EXPENSE	
	<input checked="" type="checkbox"/>	SPECIAL					RENTAL VALUE	
		EARTHQUAKE					BLANKET BUILDING	
		WIND					BLANKET PERS PROP	
		FLOOD					<input checked="" type="checkbox"/> BLANKET BLDG & PP	\$500,000
		Bkt B&PP Ded						
	<input type="checkbox"/> INLAND MARINE	TYPE OF POLICY						
	CAUSES OF LOSS	POLICY NUMBER						
	<input type="checkbox"/> NAMED PERILS							
	<input type="checkbox"/>							
	<input type="checkbox"/> CRIME							
	TYPE OF POLICY							
	<input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN							

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

CERTIFICATE NUMBER: 570060847143

CERTIFICATE HOLDER**CANCELLATION**City of Alameda
Community Development Department
Attn: Gail Payne
2263 Santa Clara Avenue, Room 120
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

Aon Risk Services Northeast, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/04/2016

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. Boston MA Office One Federal Street Boston MA 02110 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): 800-363-0105
INSURED CDM Smith Inc. 75 State Street, Suite 701 Boston MA 02109 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: National Union Fire Ins Co of Pittsburgh	19445
	INSURER B: New Hampshire Ins Co	23841
	INSURER C: Lloyd's Syndicate No. 2623	AA1128623
INSURER D:		
INSURER E:		
INSURER F:		

Holder Identifier :

COVERAGES**CERTIFICATE NUMBER:** 570060853884**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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GL2039274	01/01/2016	01/01/2017	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 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
A	AUTOMOBILE LIABILITY			CA 9734322 AOS	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000
B	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA 9734321 MA	01/01/2016	01/01/2017	BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB DED RETENTION						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC068022509 AOS WC068022511 CA	01/01/2016 01/01/2016	01/01/2017 01/01/2017	<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
C	Archit&Eng Prof			QC1601367	01/01/2016	01/01/2017	each claim \$1,000,000 aggregate \$1,000,000

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

Re: Project Name: Transit and Transportation Demand Management Plans.
The City of Alameda, its City Council, boards and commissions, officers, employees and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability evidenced herein are Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of the City of Alameda in accordance with the policy provisions of the General Liability and Automobile Liability policies.

CERTIFICATE HOLDER**CANCELLATION**

City of Alameda Community Development Department Attn: Gail Payne 2263 Santa Clara Avenue, Room 120 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>

Certificate No : 570060853884



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED CDM Smith Inc.
POLICY NUMBER See Certificate Number: 570060853884		
CARRIER See Certificate Number: 570060853884	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		WC068022512 FL	01/01/2016	01/01/2017		
B		N/A		WC068022513 IL, KY, NC, NH, UT	01/01/2016	01/01/2017		
B		N/A		WC068022514 MA, ND, OH, WA, WI, WY	01/01/2016	01/01/2017		
B		N/A		WC068022515 NJ, PA	01/01/2016	01/01/2017		
B		N/A		WC068022510 AK, AZ, VA	01/01/2016	01/01/2017		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Pursuant to applicable written contract or agreement you enter into.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section **IV** – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 01/01/2016 forms a part

of Policy No.: GL 203-92-74 issued to CDM SMITH INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGE, PA

LIMITED ADVICE OF CANCELLATION TO SCHEDULED ENTITIES

SCHEDULE

NAME OF PERSON OR ORGANIZATION

E-MAIL OR U.S. POSTAL SERVICE ADDRESS 2

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.

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate(s) holder(s) when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided the **Insurer**, either directly or through its broker of record, either:
 - (a) the name of the entity shown on the certificate, a contact name at such entity and the U.S. Postal Service mailing address of each such entity; or
 - (b) the email address of a contact at each such entity; and
3. prior to the effective date of cancellation, the **First Named Insured** confirms to the **Insurer**, either directly or through its broker of record, that the persons or organizations set forth in the Schedule above, as well as their respective addresses listed, should continue to be a part of the Schedule and, if not, the names of the persons or organizations that should be deleted,

the **Insurer** will provide advice of cancellation (the "Advice") to each such Certificate Holder(s) confirmed by the **First Named Insured** in writing to be correctly a part of the Schedule within [30] days after the **First Named Insured** confirms the accuracy of the Schedule above with the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** confirms the accuracy of the Schedule above with the **Insurer**.

108538 (03/11)


Proof of the **Insurer** emailing the Advice, using the information provided and subsequently confirmed by the **First Named Insured** in writing, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations Page of this policy.

All other terms, conditions and exclusions shall remain the same.



Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization to whom you become obligated to include as an additional Insured as a result of any contract or agreement you enter into.	Per the Contract or Agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

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

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: CDM SMITH INC.

Endorsement Effective Date: 01/01/2016

SCHEDULE

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

Any person or organization to whom or to which you are required to provide additional insured status or additional insured status on a primary, non-contributory basis, in a written contract or written agreement executed prior to loss, except where such contract or agreement is prohibited by law.

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.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 01/01/2016 forms a part of

Policy No.: CA 973-43-22 issued to CDM SMITH INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGE, PA

LIMITED ADVICE OF CANCELLATION TO SCHEDULED ENTITIES

SCHEDULE

NAME OF PERSON OR ORGANIZATION

E-MAIL OR U.S. POSTAL SERVICE ADDRESS 2

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.

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate(s) holder(s) when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided the **Insurer**, either directly or through its broker of record, either:
 - (a) the name of the entity shown on the certificate, a contact name at such entity and the U.S. Postal Service mailing address of each such entity; or
 - (b) the email address of a contact at each such entity; and
3. prior to the effective date of cancellation, the **First Named Insured** confirms to the **Insurer**, either directly or through its broker of record, that the persons or organizations set forth in the Schedule above, as well as their respective addresses listed, should continue to be a part of the Schedule and, if not, the names of the persons or organizations that should be deleted,

the **Insurer** will provide advice of cancellation (the "Advice") to each such Certificate Holder(s) confirmed by the **First Named Insured** in writing to be correctly a part of the Schedule within [30] days after the **First Named Insured** confirms the accuracy of the Schedule above with the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** confirms the accuracy of the Schedule above with the **Insurer**.

108538 (03/11)


Proof of the **Insurer** emailing the Advice, using the information provided and subsequently confirmed by the **First Named Insured** in writing, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations Page of this policy.

All other terms, conditions and exclusions shall remain the same.


Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 01/01/2016 forms a part of Policy No. WC 068-02-2513

Issued to CDM SMITH INC.

By NEW HAMPSHIRE INSURANCE COMPANY

**LIMITED ADVICE OF CANCELLATION TO SCHEDULED ENTITIES
(WORKERS' COMPENSATION ONLY)**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder(s) when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the **Named Insured** has provided the **Insurer**, either directly or through its broker of record, either:
 - (a) the name of the entity shown on the certificate, a contact name at such entity and the U.S. Postal Service mailing address of each such entity; or
 - (b) the email address of a contact at each such entity; and
3. prior to the effective date of cancellation, the **Named Insured** confirms to the **Insurer**, either directly or through its broker of record, that the persons or organizations set forth in the Schedule below, as well as their respective addresses listed, should continue to be a part of the Schedule and, if not, the names of the persons or organizations that should be deleted,

the **Insurer** will provide advice of cancellation (the "Advice") to each such Certificate Holder(s) confirmed by the **Named Insured** in writing to be correctly a part of the Schedule within 30 days after the **Named Insured** confirms the accuracy of the Schedule below with the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** confirms the accuracy of the Schedule below with the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided and subsequently confirmed by the **Named Insured** in writing, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the first named employer in Item 1 of the Information Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

SCHEDULE

NAME OF PERSON OR ORGANIZATION

E-MAIL OR U.S. POSTAL SERVICE ADDRESS

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 NAMED INSURED FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM.

All other terms, conditions and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 01/01/2016 forms a part of Policy No. WC 068-02-2514

Issued to CDM SMITH INC.

By NEW HAMPSHIRE INSURANCE COMPANY

**LIMITED ADVICE OF CANCELLATION TO SCHEDULED ENTITIES
(WORKERS' COMPENSATION ONLY)**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder(s) when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the **Named Insured** has provided the **Insurer**, either directly or through its broker of record, either:
 - (a) the name of the entity shown on the certificate, a contact name at such entity and the U.S. Postal Service mailing address of each such entity; or
 - (b) the email address of a contact at each such entity; and
3. prior to the effective date of cancellation, the **Named Insured** confirms to the **Insurer**, either directly or through its broker of record, that the persons or organizations set forth in the Schedule below, as well as their respective addresses listed, should continue to be a part of the Schedule and, if not, the names of the persons or organizations that should be deleted,

the **Insurer** will provide advice of cancellation (the "Advice") to each such Certificate Holder(s) confirmed by the **Named Insured** in writing to be correctly a part of the Schedule within 30 days after the **Named Insured** confirms the accuracy of the Schedule below with the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** confirms the accuracy of the Schedule below with the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided and subsequently confirmed by the **Named Insured** in writing, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the first named employer in Item 1 of the Information Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

SCHEDULE

NAME OF PERSON OR ORGANIZATION

E-MAIL OR U.S. POSTAL SERVICE ADDRESS

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.

All other terms, conditions and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 01/01/2016 forms a part of Policy No. WC 068-02-2510

Issued to CDM SMITH INC.

By NEW HAMPSHIRE INSURANCE COMPANY

**LIMITED ADVICE OF CANCELLATION TO SCHEDULED ENTITIES
(WORKERS' COMPENSATION ONLY)**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder(s) when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the **Named Insured** has provided the **Insurer**, either directly or through its broker of record, either:
 - (a) the name of the entity shown on the certificate, a contact name at such entity and the U.S. Postal Service mailing address of each such entity; or
 - (b) the email address of a contact at each such entity; and
3. prior to the effective date of cancellation, the **Named Insured** confirms to the **Insurer**, either directly or through its broker of record, that the persons or organizations set forth in the Schedule below, as well as their respective addresses listed, should continue to be a part of the Schedule and, if not, the names of the persons or organizations that should be deleted,

the **Insurer** will provide advice of cancellation (the "Advice") to each such Certificate Holder(s) confirmed by the **Named Insured** in writing to be correctly a part of the Schedule within 30 days after the **Named Insured** confirms the accuracy of the Schedule below with the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** confirms the accuracy of the Schedule below with the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided and subsequently confirmed by the **Named Insured** in writing, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the first named employer in Item 1 of the Information Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

SCHEDULE

NAME OF PERSON OR ORGANIZATION

E-MAIL OR U.S. POSTAL SERVICE ADDRESS

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.

All other terms, conditions and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 01/01/2016 forms a part of Policy No. WC 068-02-2509

Issued to CDM SMITH INC.

By NEW HAMPSHIRE INSURANCE COMPANY

**LIMITED ADVICE OF CANCELLATION TO SCHEDULED ENTITIES
(WORKERS' COMPENSATION ONLY)**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder(s) when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the **Named Insured** has provided the **Insurer**, either directly or through its broker of record, either:
 - (a) the name of the entity shown on the certificate, a contact name at such entity and the U.S. Postal Service mailing address of each such entity; or
 - (b) the email address of a contact at each such entity; and
3. prior to the effective date of cancellation, the **Named Insured** confirms to the **Insurer**, either directly or through its broker of record, that the persons or organizations set forth in the Schedule below, as well as their respective addresses listed, should continue to be a part of the Schedule and, if not, the names of the persons or organizations that should be deleted,

the **Insurer** will provide advice of cancellation (the "Advice") to each such Certificate Holder(s) confirmed by the **Named Insured** in writing to be correctly a part of the Schedule within 30 days after the **Named Insured** confirms the accuracy of the Schedule below with the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** confirms the accuracy of the Schedule below with the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided and subsequently confirmed by the **Named Insured** in writing, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the first named employer in Item 1 of the Information Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

SCHEDULE

NAME OF PERSON OR ORGANIZATION

E-MAIL OR U.S. POSTAL SERVICE ADDRESS

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.

All other terms, conditions and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE