### FIRST AMENDMENT TO AGREEMENT

This First Amendment of the Agreement, entered into this <u>10</u><sup>th</sup> day of <u>June</u>, 2019 (the "Effective Date"), by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "City"), and **CDM Smith, Inc.**, a Massachusetts corporation, whose address is 220 Montgomery Street, Suite 1418, San Francisco, CA 94104 (hereinafter "**Provider**"), is made with reference to the following:

#### **RECITALS:**

A. On April 18, 2018, an agreement was entered into by and between City and Provider (hereinafter "Agreement") in an amount not to exceed \$372,928.00.

B. 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. The first paragraph of Section 1 ("Term") of the Agreement is modified to read as follows:

"The term of this Agreement shall commence on the 18<sup>th</sup> day of April 2018, and shall terminate on the 30<sup>th</sup> day of June 2020, unless terminated earlier as set forth herein."

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

Signatures on following page

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

CDM SMITH, INC. A Massachusetts Corporation

William E. Hurrell, P.E. Vice President

CITY OF ALAMEDA A Municipal Corporation

Eric J. City Manager

RECOMMENDED FOR APPROVAL

Andrew Thomas Acting Planning, Building and Transportation Director

APPROVED AS TO FORM: City Attorney

Celena H. Chen Chief Planning Counsel



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 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.



Marcacció

Clerk of the Corporation

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ACORD <sup>®</sup> CERI	<b>TIFIC</b>	ATE OF LIA	BILIT	/ IN	SURA	NCE	DATE(MM/DD/YYYY) 05/30/2019		
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53 State Street Suite 2201			E-MAIL ADDRESS:						
Boston MA 02109 USA				INS	URER(S) AFFO	RDING COVERAGE	NAIC #		
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CDM Smith Inc. 75 State Street, Suite 701			INSURER B:						
Boston MA 02109 USA			INSURER C:		nsurance Co		33600		
			INSURER D:	Lloy	d's Syndica	ate No. 2623	AA1128623		
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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:

- 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.

CITY OF ALAMEDA Lucretia Akil, City Risk Manager

### 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

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Policy Number TB7-611-B8T8Z6-049 Issued by Liberty Insurance Corp.

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

#### OTHER INSURANCE AMENDMENT – SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person(s) or organization(s) shown in the Schedule of this endorsement that qualifies as an additional insured on this Policy, this Policy will apply solely on the basis required by such written agreement and Paragraph 4. Other Insurance of Section IV – Conditions will not apply. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4. Other Insurance of Section IV – Conditions will apply, the provisions of Paragraph 4. Other Insurance of additional insured for which it is also covered as an additional insured for the same "occurrence", claim or "suit".

#### Schedule

#### Name of Person(s) or Organization(s):

Any person(s) or organization(s) to whom you are obligated by a written agreement to procure Additional Insured coverage under your policy.

CITY OF ALAMEDA Risk Management Lucretia Akil, City Risk Manage

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

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

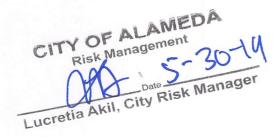
Name Of Person Or Organization:

PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO

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

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

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

# DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

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

#### SCHEDULE

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

Blanket - Any person or organization whom you have agreed in writing to add as an Additional Insured but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1**. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2**. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

	ALAMEDA
CITY OF Risk M	anagement
Lucretia Akil,	City Risk Manager

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 damagae occuring.

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.

CITY OF ALAMEDA Risk Management Lucretia Akil, City Risk Manager