

**FIRST AMENDMENT TO AGREEMENT**

This First Amendment of the Agreement, entered into this 10<sup>th</sup> day of June, 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



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William E. Hurrell, P.E.  
Vice President

CITY OF ALAMEDA  
A Municipal Corporation



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Eric J. Levitt  
City Manager

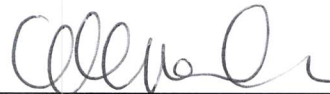
RECOMMENDED FOR APPROVAL



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Andrew Thomas  
Acting Planning, Building and  
Transportation Director

APPROVED AS TO FORM:  
City Attorney



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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 and on behalf of CDM Smith Inc. in excess of \$1 million.

I further certify that the foregoing is consistent with the Contract Signing Authority Policy and with the By-laws of the said corporation.

IN WITNESS WHEREOF, I have executed this certificate and have caused the corporate seal of CDM Smith Inc. to be hereunder affixed on this 27<sup>th</sup> day of March 2018.



Mario J. Marcaccio  
Clerk of the Corporation





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
05/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

**COVERAGES****CERTIFICATE NUMBER:** 570076433726**REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> 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"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			TB7611B8T8Z6049	01/01/2019	01/01/2020	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS2-611-B8T8Z6-069	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
C	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	WA561DB8T8Z6019 AOS WC5611B8T8Z6029 WI	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
D	Archit&Eng Prof			PSDEF1900033 Professional/Claims Made	01/01/2019	01/01/2020	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: Central Avenue Complete Street Project Initiation Document.  
The City of Alameda, its City Council, boards, commissions, officials, employees, and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of the City of Alameda in accordance with the policy provisions of the General Liability and Automobile Liability policies.

**CERTIFICATE HOLDER****CANCELLATION**

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

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DECLARATION OF INTEREST

I, the undersigned, do hereby declare that I am not a shareholder, officer, director, or employee of any corporation, partnership, or other entity that has a financial interest in the proposed transaction described in the attached document.

I understand that this declaration is required by the California Public Access Law, and I am aware of the consequences of providing false information.

I have read the proposed transaction and I understand its nature and consequences.

I have not received any compensation or other financial benefit from any source in connection with this transaction.

I have not received any confidential information from any source in connection with this transaction.

I have not received any other financial benefit from any source in connection with this transaction.

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AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED CDM Smith Inc.	
POLICY NUMBER See Certificate Number: 570076433726			
CARRIER See Certificate Number: 570076433726	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.

[illegible]



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

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

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
  2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.


**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**CITY OF ALAMEDA**  
Risk Management  
  
Date 5-30-19  
Lucretia Akil, City Risk Manager

## SCHEDULE

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



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. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured for the same "occurrence", claim or "suit".

**Schedule**

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

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

**CITY OF ALAMEDA**  
Risk Management  
 Date 5-30-19  
\_\_\_\_\_  
Lucretia Akil, City Risk Manager

POLICY NUMBER: TB7611B8T8Z6049

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

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

This endorsement modifies insurance provided under the following:


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

### SCHEDULE

<b>Name Of Person Or Organization:</b>
<b>PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

**CITY OF ALAMEDA**  
Risk Management  
 Date 5-30-14  
Lucretia Akil, City Risk Manager

**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.

**CITY OF ALAMEDA**  
Risk Management  
  
Date 5-30-19  
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 damage occurring.

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

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

**CITY OF ALAMEDA**  
Risk Management  
 Date 5-30-19  
Lucretia Akil, City Risk Manager