

THIRD AMENDMENT TO AGREEMENT

This Third Amendment of the Agreement (“**Third Agreement**”), entered into this ____ day of _____, 2026, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter “the **City**”) and CONGER MOSS GUILLARD, INC. dba CMG LANDSCAPE ARCHITECTURE, a California corporation, whose address is 444 Bryant Street, San Francisco, CA 94404, (hereinafter “**Provider**”), is made with reference to the following:

RECITALS:

A. On September 6, 2023, an agreement was entered into by and between the City and Provider (hereinafter “Agreement”) in an amount not to exceed \$2,767,000, for technical work on the sea level rise adaptation projects.

B. On February 4, 2025, the parties entered into a First Amendment of the Agreement (“First Amendment”) to modify the services performed, and to increase the total compensation in an amount not to exceed \$2,842,000.

C. On July 15, 2025, the parties entered into a Second Amendment of the Agreement (“Second Amendment”) to modify the services performed, and to increase the total compensation in an amount not to exceed \$3,387,000.

D. The City and the 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. Paragraph 1, TERM, of the Agreement is modified to read as follows:

“The term of this Agreement shall commence on the 6th of September 2023, and shall terminate on the 30th day of June 2030, unless terminated earlier as set forth herein.”

2. Paragraph 2, SERVICES TO BE PERFORMED, of the Agreement is modified to read as follows:

“Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A3 as requested. Provider acknowledges that the work plan included in Exhibit A3 is tentative and does not commit the City to request Provider to perform all tasks included therein.”

3. Paragraph 3, COMPENSATION TO PROVIDER, of the Agreement is modified to read as follows:

“a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit A3 and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or his/her designee

prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit A3.”

“b. The total compensation under this Third Amendment to Agreement shall not exceed \$3,414,275. Total compensation for this Agreement shall not exceed \$6,801,275.”

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

Signatures on following page

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

CMG LANDSCAPE ARCHITECTURE
A California corporation

CITY OF ALAMEDA
A Municipal Corporation



Willett Moss
President

Adam Politzer
Interim City Manager



Chris Guillard
Chief Financial Officer

RECOMMENDED FOR APPROVAL

Signed by:


E83362141C4D41A...
Director, Planning, Building and
Transportation Department

APPROVED AS TO FORM:
City Attorney

Signed by:


6A663BB3CB29400...
Special Counsel



Additional Services Proposal for the Alameda Regional Shoreline Adaptation Plan as defined in the Cal OPC SB1 Work Plan

Context – Led by the City of Alameda, The Oakland Alameda Adaptation Committee (OAAC) has spearheaded a multi-jurisdictional sea level rise adaptation planning process that spans Alameda, portions of Oakland, the Port of Oakland (including the International Airport (OAK), and Caltrans and East Bay Regional Parks District rights-of-way). The project area matches that of the San Leandro Operational Landscape Unit (OLU), which stretches from the Bay Bridge to Oyster Bay Regional Shoreline and is at a high risk of flooding and inundation from sea level rise.

CMG and its associated consultant team have been working with the City, Stakeholders, and Community Organizations over the past 2 years on the initial stages of the shoreline adaptation planning process and community engagement, including significant progress on RSAP Elements, A, B, C, and D.

Overview of Additional Services –This proposal builds on work completed to date and will lead to a complete Regional Shoreline Adaptation Plan (RSAP) consistent with the guidelines adopted by the Bay Conservation and Development Commission (BCDC). The scope includes services to support the completion of a Subregional Shoreline Adaptation Plan for the City of Alameda and RSAP Elements B and C for the portion of the City of Oakland included in the project area. The work will include documentation of the planning process (Element A); filling data gaps on existing conditions (Element B) and vulnerability assessment (Element C) completed to date; two rounds of community engagement; development of adaptation strategies and pathways in priority areas in Alameda (Element D); development of an implementation plan will land use and policy recommendations and funding strategy (Elements E,F,G); and a completed Shoreline Adaptation Plan for Alameda.

Project Tasks and Deliverables:

Task 1: Planning Process: Element A (Alameda)

Task 1.1 Contracting. CMG will coordinate with the City to complete contracting with the OPC and the CMG contract amendment. CMG will also coordinate with its subconsultants to finalize subconsultant contract amendments.



Task 1.2 Project Management and Coordination. CMG will lead and manage the consultant team and coordinate with the City, Project Partners, and Stakeholder Agencies in the completion of tasks and deliverable as outlined below.

- Facilitate project kick off to reinitiate the planning process
- Facilitate monthly project coordination meetings with City staff to guide the development of the project
- Prepare and update project schedule
- Prepare for and facilitate focused meetings with City staff, project partners and agencies as needed to advance the work in an efficient manner.

Alameda had a consultation meeting with BCDC on November 20, 2025, and a notice of intent to complete an RSAP for Alameda was published on November 24, 2025. Alameda will have at least three formal consultation meetings as well as informal consultation meetings as needed with BCDC throughout the process.

Task 1.3 OAAC Coordination. Prepare for and attend OAAC meeting as follows.

- **OAAC Project Partners:** up to 8 quarterly meetings with Alameda, Oakland, Port, and EBRPD, with community partners
- **OAAC Public:** up to 6 quarterly meetings of the full OAAC (~60 participants) to discuss project progress, and milestones achieved over the previous quarter. These meetings are open to the public to support transparency.

Task 1.4 Update Community Engagement Plan. Support the City, the Greenbelt Alliance and CASA to update the community engagement plan to integrate lessons learned from prior engagement and to comply with RSAP Equity Assessment Standards (*CMG and Pathways*)

Task 1.5 City of Alameda Element A. Review and comment on updates to Element A



- Deliverables:**
- Schedule and Monthly Updates
 - Facilitation of Monthly Project Coordination Meetings
 - OAAC coordination
 - Coordination of and comment on the updated community engagement plan
 - Comments on Element A revisions

Task 2: Existing Conditions: Element B (Oakland & Alameda)

Task 2.1 City of Alameda and Oakland (partial) Existing Conditions Update.
Update the OAAC Existing Conditions Report completed in February 2024 to meet the Minimum Categories and Assets Standards required for RSAP Elements B for City of Alameda and for the City of Oakland portions that fall in the project area. Address additional requirements to meet the Minimum Standards including ecosystem services, displacement and land use patterns, public trust lands, transit service, community health and wellbeing, community dependency on services, public access and safety, mobility and affordability, and contaminated sites.

Additional data to complete this task will come from a variety of local, regional/state, and federal datasets. Examples include:

- Landscape and hazards data: historic maps (USGS), coastal inundation maps (updated inundation mapping using NOAA methodology identical to that of the ART mapping, FEMA FIRM 2018), groundwater mapping (Pathways/SFEI 2022), extreme wave data (DHI 2011), extreme precipitation data (Pathways/LBNL 2023), CA sea level rise projections (OPC 2024), and other physical existing and future landscape conditions
- Asset category data: Additional datasets to capture asset category data including ecosystems (e.g., SFEI datasets supplemented by BCDC RSAP datasets, e.g., adjacent uplands [NOAA CCAP 2024], estuarine upland transition zone [Fulfroost 2018]); community health and wellbeing; development, housing, and land use; critical infrastructure and services; public access and recreation; transportation and transit; shoreline contamination; and governance and jurisdictional boundaries

Task 2.2 City of Alameda and Oakland (partial) Element B. Prepare and submit the multi-jurisdictional Element B to BCDC for informal review related to RSAP compliance for the City of Alameda and for the Oakland portion that falls within the project area.



- Deliverables:**
- Draft Element B (City of Alameda and portions of Oakland included in project area), prepared for submission to BCDC
 - Final Element B (City of Alameda and portions of Oakland included in project area)
 - Co-facilitate consultation with BCDC to review Draft Element B

Assumptions

- City of Alameda will reconcile any conflicting comments from BCDC and among OAAC Project Partners, in coordination with the CMG team
- City of Alameda will submit Draft Element B to BCDC and coordinate receipt and compilation of BCDC comments

Task 3: Vulnerability Assessment: Element C (Oakland & Alameda)

Update the OAAC Subregional Flood Exposure and Vulnerability Memo completed in December 2024 to meet the Minimum Standards for RSAP Elements C for City of Alameda and to inform future Element C for the portion of Oakland included in the project area.

Task 3.1 Exposure Assessment. Use an updated digital elevation model (DEM) for Alameda County collected between 2019 and 2021 to better reflect existing and future flood exposure.¹ The SLR exposure assessment relative to Coastal Hazards and SLR Scenarios Standard of the RSAP will include additional assets and categories to meet the Minimum Categories and Assets Standard (as well as those identified through community engagement) that were not previously included in the OAAC Memo. The results of this expanded assessment and community input will inform the identification of priority areas in the Cities of Alameda and Oakland.

Task 3.2 Vulnerability Assessment for Priority Areas. Conduct a vulnerability assessment for priority areas and summarize vulnerability to current and future sea level rise, storm surge, wave, and groundwater hazards and develop maps showing vulnerability. Identify priority areas based on susceptibility to early shoreline inundation and vulnerability of assets. Known areas of precipitation flooding will also be considered qualitatively. The assessment will summarize vulnerability as “exposure x sensitivity x adaptive capacity” and will consider the consequences related to coastal and

¹ The ART Shoreline Flood Explorer includes SLR and storm surge inundation mapping using a 2010 DEM which is no longer reflective of existing flood risks due to re-development efforts along the shoreline, and grade changes within the Golf Course which may have altered the connectivity between Bay Farm Island and OAK.



compound flooding. OAAC Project Partners will provide input on the sensitivity of location-specific assets such as pump stations and outfalls, whereas the sensitivity of roads and trails will be considered more broadly. Provide a high-level description of potential costs and consequences that could occur within each priority area in the absence of adaptation.

Task 3.3 Element C for City of Alameda and portions of Oakland included in project area. Complete Element C for review by the OAAC Steering Committee and City staff. A damage estimate for structures using the FEMA FAST model (a subset of the FEMA Hazus model) will support the assessment. The study will rely on a description of the consequences, using consequence findings from other relevant studies, including the San Francisco Sea Level Rise Vulnerability and Consequence Assessment, and Adapting to Rising Tides materials on sensitivity, adaptive capacity, and consequence for major asset classes by sector. The draft Element C will be submitted to BCDC for informal review related to RSAP compliance.

- Deliverables:**
- Draft Element C (Alameda and portions of Oakland included in project area), prepared for submission to BCDC
 - Final Element C (City of Alameda and portions of Oakland included in project area)
 - Maps and GIS geodatabases

Co-facilitate a consultation with BCDC to review the Draft Element C

Assumptions:

- City of Alameda will reconcile any conflicting comments from BCDC and among OAAC Project Partners, in coordination with the CMG team
- City of Alameda will submit Draft Element C to BCDC and coordinate receipt and compilation of BCDC comments

Task 4: Community Engagement: Element C-E (Oakland & Alameda)

Task 4.1 Review Community Asset Mapping to Inform Element C. Review Community Asset maps and summaries completed by City staff and Community Partners.

Task 4.2 Community Engagement Implementation to Inform Element D/E. Support the City of Alameda and Community Partners to meaningfully engage community organizations, stakeholders, and the public throughout the planning process and as outlined below. Community engagement will



focus on communicating the “no action” alternative, near-term adaptation strategies, and a range of potential long-term adaptation options to inform Alameda’s RSAP. (D3). Engagement will also solicit feedback on potential land use or policy changes that could be implemented over time to increase community resilience (Element E). Engagement will build on previous efforts that included development of community visions for the shoreline (D1) and described hazards, vulnerabilities, and adaptation opportunities.

Engagement support will depend on community needs but will include the following tasks/deliverables.

- Deliverables:**
- Review scanned copies and summary of asset maps provided by Community Partners.
 - Coordinate in the development of an online survey and review summary of results provided by the City and Community Partners.
 - Prepare content for and attend (2) rounds of community workshops (1-2) per round.
 - Focus Groups and Site Tours: Prepare content for and attend up to (5) focus groups and/or site tours to focus on specific geographic areas or stakeholder groups.

Task 5: Adaptation Strategies and Pathways: Element D (Alameda)

Task 5.1 Identify Adaptation Strategy Alternatives for Priority Areas. Map and describe at least two potential adaptation strategies for each identified priority area on the Alameda shoreline. Adaptation strategies within priority areas will be detailed enough to demonstrate feasible flood risk reduction to 0.8 to 2 feet (2050+) of SLR, with adaptation options for 3.1+ feet of SLR (2100 Intermediate) and incorporate existing and planned adaptation projects. Prepare a narrative description of adaptation strategy efficacy and/or options for potential strategy adjustments at the 6.6 ft (2100 High). Design concepts have already been completed for the Estuary near the Posey/Webster Tubes and for the Bay Farm Island northern shoreline. This phase of the effort will focus on other identified priority areas in Alameda, such as the Eastshore neighborhood, Alameda Point northern shoreline, and South Shore.



Task 5.2 Alternatives Evaluation. Refine previously developed evaluation criteria based on input from Project Partners and the Public. Evaluate adaptation strategies for priority areas and prepare summary of evaluation for review and feedback by Project Partners and the Public. Select preferred alternatives informed by community input.

Task 5.3 Element D. Revise the conceptual plans and descriptions in response to public feedback and prepare draft Element D for Alameda for informal review by BCDC.

- Deliverables:**
- Draft strategies, including nature- based concepts
 - Evaluation criteria and review of strategies for priority areas.
 - Draft Element D for Alameda with BCDC comments, prepared for submission to BCDC
 - Final Element D for Alameda
 - Co-facilitate a consultation with BCDC to review Draft Element C

Assumptions:

- City of Alameda will reconcile any conflicting comments from BCDC and among OAAC Project Partners, in coordination with the CMG team
- City of Alameda will submit Draft Element D to BCDC and coordinate receipt and compilation of BCDC comments

Task 6: Implementation Plan: Element E, F, and G (Alameda)

Task 6.1 Element E: Land Use and Policy Plan. Coordinate with the U.C. Berkeley team and the City of Alameda to identify proposed land use and policy changes and programmatic changes, building from Next10's Bayshore Urbanism. Where necessary to communicate adaptation strategies or pathways, prepare descriptions and illustrative examples of potential land use changes recommended for consideration in future updates to the Alameda General Plan, Zoning Ordinance (Alameda Municipal Code Chapter 30), or Flood Plain Management Ordinance.

Task 6.2 Element F: Implementation Plan and Funding Strategy. Collaborate with Alameda and other OAAC partners on the development of an implementation plan that identifies next steps, responsible entities for implementing selected adaptation strategies, and a funding strategy that identifies potential costs and funding sources for priority projects. The



implementation plan will include a monitoring program that describes how adaptation strategies and triggers will be assessed to ensure adaptation pathways can be effectively implemented.

Task 6.3 Element G: Project List. Collaborate with Alameda on the list of Priority Projects identified through previous tasks. The Priority Projects will be described in sufficient detail to support grant applications and other funding mechanisms, as identified in Element F (Task 6.2).

- Deliverables:**
- Draft Element E, F, and G (City of Alameda), prepared for submission to BCDC
 - Final Elements E, F, & G (City of Alameda)
 - Co-facilitate a consultation with BCDC to review Draft Elements E, F, & G

Assumptions:

- City and CMG team will co-lead development of Element E (Task 6.1), working closely with the City and U.C. Berkeley.
- CMG team will lead development of Elements F and G, with input from the City and OAAC partners.
- City of Alameda will reconcile any conflicting comments from BCDC and among OAAC Project Partners, in coordination with the CMG team
- City of Alameda will submit Draft Elements E, F, & G to BCDC and coordinate receipt and compilation of BCDC comments

Task 7: Shoreline Adaptation Plan (Alameda)

Task 7.1 Plan Documentation. Based on preliminary review and informal approval of each Element by BCDC, compile each Element into a complete RSAP document including appendices and technical reports. After internal review, the Draft Plan will be released for public review (Task 4.2).

Task 7.2 Plan Finalization and Preparation for Adoption. Review City, stakeholder and public comments, revise the Plan accordingly, and finalize the Plan. Develop draft presentation slides for presenting the Plan to the City of Alameda and compile a draft submittal package for BCDC.

- Deliverables:**
- Public Review Draft Plan
 - Final Plan (Element A-G) for City of Alameda
 - City Council presentation
 - Draft submittal package to BCDC



444 Bryant Street
San Francisco, CA 94107
415.495.3070

Assumptions:

- City of Alameda and CMG team will collaboratively resolve public comments
- City of Alameda will present to City Council
- City of Alameda will submit the submittal package to BCDC

Accessibility:

This project will include the development of public-facing materials such as presentations, reports, PDFs, webpages, flyers and outreach materials, social media posts, and graphics. Accessibility compliance for these materials will be handled by staff. We do not plan to use any accessibility tools, vendors or workflows.

All public-facing products will be produced in accordance with accessibility laws, including but not limited to blindness and low vision, deafness, and hearing loss, in compliance with Web Content Accessibility Guidelines 2.0 Level AA and Section 508 of the Rehabilitation Act. These deliverables will specifically be produced in accordance with California Department of Rehabilitation guidelines as per <https://dor.ca.gov/Home/WebAccessibilityToolkit>



Major Deliverable Milestones:

***Bold indicated major deliverable**

Task	Deliverable Name	Estimated Due Date
Task 1: Planning Process: Element A (Alameda)	- Executed agreements with subcontractors and updated OAAC work plan - Updated Community Engagement Plan - OAAC meeting agenda/notes - Draft Element A (City of Alameda), with BCDC comments - Final Element A (City of Alameda) - Quarterly Reports	- April 2026 - May 2026 - Monthly - July 2026 - Oct 2026 - Quarterly
Task 2: Existing Conditions: Element B (Oakland & Alameda)	- Existing Conditions Report update - Draft Element B (City of Alameda and portions of Oakland included in project area), with BCDC comments - Final Element B (City of Alameda and portions of Oakland included in project area)	- July 2026 - Aug 2026 Oct 2026
Task 3: Vulnerability Assessment: Element C (Oakland & Alameda)	- Draft Element C (Alameda and portions of Oakland included in project area), with BCDC comments - Final Element C (City of Alameda and portions of Oakland included in project area) - Maps and GIS geodatabases	- Sept 2026 Nov 2026 - Nov 2026
Task 4: Community Engagement: Element C-E (Oakland & Alameda)	- Community asset maps - Community engagement materials and community engagement summaries for two rounds of community engagement	April 2026 Nov 2026 & Aug 2027
Task 5: Adaptation Strategies and Pathways: Element D (Alameda)	- Draft Strategies - Evaluation Criteria Element D (Alameda) with BCDC comments.	- May 2026 - July 2026 January & March 2027



Task	Deliverable Name	Estimated Due Date
Task 6: Implementation Plan: Element E, F and G (Alameda)	● Draft Element E, F, and G (City of Alameda), with BCDC comments ● Final Element E, F, G (City of Alameda)	● Month 14 ● Month 17
Task 7: Shoreline Adaptation Plan (Alameda)	● Public Review Draft Plan ● Final Plan (Element A-G) for City of Alameda ● City Council presentation ● Draft submittal package to BCDC	● Month 18 ● Month 21 ● Month 21 ● Month 21



**BAY FARM ISLAND ADDITIONAL SERVICES
60% Design, CEQA, & Permitting
SCOPE OF SERVICES**

PROJECT AREAS:

The Project Areas are defined by the 30% Design with the addition of Island Drive street improvements as needed to address FEMA flood zone.

SCOPE OF WORK:

Geotechnical Investigation and Report

Complete additional geotechnical investigation and final geotechnical report as required to finalize project design.

1. Investigation
 - Geotechnical investigation for structures: 3 borings, exploration for pile-supported structures will extend to firm ground (Merritt Sand or Old Bay Mud), other explorations will extend to the bottom of Young Bay Mud layer (including required permits)
 - Laboratory testing: laboratory testing will be performed to determine soil strength parameters, settlement characteristics, corrosion potential.
2. Geotechnical Analysis and Recommendations
 - Seismic design criteria
 - Geologic hazards (subsidence, liquefaction, seismic settlement)
 - Slope stability and seepage analysis for levee slopes
 - Levee settlement evaluation
 - Bearing capacity and settlement for foundations (pumphouse, retaining wall foundations).
 - Pile design for pile-supported structures
 - Earth pressure (static and seismic) for retaining structures
 - Geotechnical recommendations for the levee, foundations (spread footings and piles)
 - retaining walls, and soil improvement
3. Deliverables
 - Draft and Final Geotechnical Reports

60% Design and Documentation (6-9 Months)

Island Drive Schematic Design

The Consultant team will complete analysis and schematic design for Island Drive Improvements as required to provide flood protection consistent with FEMA requirements to remove select portions of Bay Farm Island from the FEMA SFHA flood zone.



1. Scope
 - Roadway and Traffic analysis
 - FEMA Hydraulic & Stormdrain Analyses
 - Develop adaptation and roadway improvement concept(s): Develop concepts for raising Island Drive to address flood risk.
 - Review concept(s) with City departments
 - Refine and finalize selected concept
 - Prepare Schematic design drawings
2. Deliverables
 - Roadway and Traffic analysis – Technical Memo
 - Hydraulic & Stormdrain Analysis – Technical Memo
 - Schematic Design Documentation
 - Schematic Design construction cost estimate

60% Design and Documentation

Based on the refined schematic designs, the Consultant team will prepare 60% improvement plans and specifications for each area and structure within the project scope. This phase of work shall refine the design and identify all key construction systems, materials and finishes, and critical coordination issues. Tasks will include:

1. Scope
 - Project management and coordination
 - Demolition and site preparation
 - Levee design
 - Pump Station and Outfall design including power and communications and coordination with AMP and PG&E
 - Pump Station Building Design
 - City and HOA storm drainage design
 - Nature Based Solutions design and documentation
 - Structural design for site structures
 - Veterans Court roadway and trail design
 - Rock slope protection (RSP) design
 - Public amenities and landscape improvements
 - Lighting design
 - Update Basis of Design
 - Coordination with City and Stakeholders as needed to advance the above
2. Deliverables
 - Updated Basis of Design



- 60% plans and specifications
- 60% construction cost estimate.

CEQA/NEPA (10 – 12 months)

Complete CEQA and NEPA analysis and documents. Tasks include:

1. CEQA Scope and Deliverables
 - Develop CEQA-level Project Description (including data needs request)
 - Develop Administrative Draft EIR
 - Develop Screencheck and Public Draft EIR (based on consolidated project team review)
 - Public Meeting Support
 - Develop Administrative Final EIR (Response to Comments)
 - Develop Screencheck and Final EIR and Mitigation Monitoring and Reporting Program
 - Notice of Determination
2. NEPA Scope and Deliverables
 - Administrative Draft Environmental Assessment (EA) using information from the Administrative Draft EIR.
 - Develop Screencheck and Final EA based on USACE review.
3. Assumptions
 - ESA will respond to one round of consolidated comments from the project team on each draft document
 - CEQA lead agency will send tribal consultation letters
 - There will be one virtual or in-person scoping meeting and one virtual or in-person public meeting
 - CEQA lead agency will develop Finding of Fact, Statement of Overriding Considerations, and other agency-specific certification documentation
 - CEQA lead agency will provide CDFW CEQA filing fee
 - USACE would serve as NEPA lead agency and would manage/coordinate all publication processes related to the public document and FONSI
 - NEPA document type will be an Environmental Assessment

Permitting (12 months +)

1. Pre-App Permitting Outline 30% to 60% (~6-8 months)
 - Prepare Pre-Application Technical Studies to support regulatory agency pre-application meetings and CEQA Project Description.
 - Develop regulatory agency pre-application meeting agendas and presentations.
 - Present 30% design to regulatory agencies at multiple pre-application meetings.
 - Address regulatory agency questions and comments between meetings.



2. Permit Applications & Ongoing Agency Support (Schedule Estimate: ~12 months or more starting with conclusion of pre-application meetings and 60% designs)
 - Present 60% designs to regulatory agencies prior to submitting applications
 - Prepare supporting technical documents (e.g., USFWS and NMFS Biological Assessments (BA)) required for permit applications (in parallel with application preparation, where possible)
 - Prepare and submit permit applications to USACE (USFWS and NMFS BAs needed), RWQCB, and BCDC.
 - Respond to agency comments multiple times until all agencies deem the applications complete.
 - Revise impact calculations, additional analysis, mitigation plan revisions, and/or support from design team to explain/respond to agency questions.
 - Monthly meetings with OAAC BFI Team and agencies.

3. Assumptions
 - All field studies and surveys (e.g., biological assessment, cultural resources report, aquatic resources delineation) would be completed prior to regulatory agency engagement for productive and efficient dialogue.
 - One USFWS BA and one NMFS BA would be prepared (2 BAs total)
 - USACE Individual Permit; RWQCB Individual 401 Certification; and BCDC Major Permit would be needed.
 - Pre-application meetings would occur once at the 30% stage and once at 60% stage, with at least one meeting between design stages (depending on type and amount of initial agency feedback).
 - CEQA document adoption would be completed, near complete, or scheduled to be adopted no later than 9 months after applications are submitted.
 - Substantive design changes affecting aquatic impact quantities or BCDC purview would not occur after applications are submitted.
 - Draft and Final versions for each report and permit application would be prepared
 - Mitigation would be required, amount and type currently unknown.
 - ESA to provide ongoing agency support up to one (1) year, though we expect a six (6) to eight (8) month timeline.

Community and Stakeholder Engagement

The community and stakeholder engagement will build on existing outreach efforts and includes one round of outreach as well as ongoing community engagement throughout the two-year project duration. Specific tasks include.

- Coordinate with the City and Community Partners to Develop Engagement Plan.
- Ongoing Coordination, preparation and attendance at BFI Committee Meetings
- (3) HOA Meetings
- (3) Stakeholder Meetings
- (1) Public/Community Engagement Meeting

CMG Team - OAAC SB1 Contract Amendment Budget for the Shoreline Adaptation Plan

<i>CMG Consultant Team</i>	1. Planning Process (Element A)	2. Existing Conditions (Element B)	3. Vulner- ability Assess- ment (Element C)	4. Capacity Building / Community Engage- ment	5. Adapt- ation Planning (Element D)	6. Implement- ation Plan (Elements E, F, G)	7. Shore- line Adapt- ation Plan	Total
CMG	\$49,380	\$5,280	\$22,500	\$48,260	\$165,000	\$36,050	\$54,000	\$380,470
Pathways Climate Institute	\$39,390	\$24,960	\$130,650	\$33,813	\$106,470	\$27,300	\$45,240	\$407,823
Moffatt Nichol					\$15,600			\$15,600
ESA					\$15,600		\$1,560	\$17,160
Schaff & Wheeler					\$7,800			\$7,800
NHA Advisors						\$19,500		\$19,500
Expenses				\$7,500				\$7,500
Total	\$88,770	\$30,240	\$153,150	\$89,573	\$310,470	\$82,850	\$100,800	\$855,853

Bay Farm Island - 60% Design - CEQA & Permitting Fee Schedule

Scope		Budget	CMG	Pathways	ESA	M&N	Schaaf &	Earth	
Bay Farm Island - 60% Design - CEQA & Permitting									
Design Development to 60% design w/Island Dr.			\$1,428,000	\$325,000	\$10,000	\$165,000	\$535,000	\$280,000	\$113,000
CEQA/NEPA - Based on 30% to 60% Design			\$410,000	\$50,000	\$10,000	\$320,000	\$30,000		
Permitting - Based on 30% to 60% Design			\$539,000	\$50,000		\$399,000	\$65,000	\$25,000	
Community Engagement			\$100,000	\$65,000		\$15,000	\$15,000	\$5,000	
Expenses			\$6,422	\$6,422					
TOTAL BUDGET			\$2,483,422	\$496,422	\$20,000	\$899,000	\$645,000	\$310,000	\$113,000
Contingency			\$75,000.00						
TOTAL			\$2,558,422						



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/24/2025

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).

PRODUCER Risk Strategies Company 2040 Main Street, Suite 450 Irvine, CA 92614 www.risk-strategies.com CA DOI License No. 0F06675	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Sherry Young</td> </tr> <tr> <td>PHONE (A/C, No. Ext): 949-242-9237</td> <td>FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: syoung@risk-strategies.com</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: The Hanover American Insurance Company</td> <td>36064</td> </tr> <tr> <td>INSURER B: Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER C: Arch Insurance Company</td> <td>11150</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	CONTACT NAME: Sherry Young		PHONE (A/C, No. Ext): 949-242-9237	FAX (A/C, No):	E-MAIL ADDRESS: syoung@risk-strategies.com		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Hanover American Insurance Company	36064	INSURER B: Hartford Casualty Insurance Company	29424	INSURER C: Arch Insurance Company	11150	INSURER D:		INSURER E:		INSURER F:	
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COVERAGES**CERTIFICATE NUMBER:** 85896507**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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	☒		OZ3D617755	6/26/2025	6/26/2026	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	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			OZ3D617755	6/26/2025	6/26/2026	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$0			OZ3D617755	6/26/2025	6/26/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
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/A	72WEGBG9NJ9	7/1/2025	7/1/2026	☒ PER STATUTE ☐ 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	Professional Liability			PAAEP0168901	6/26/2025	6/26/2026	Per Claim: \$2,000,000 Aggregate: \$4,000,000

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

Projects as on file with the insured including but not limited to
 Alameda Point Maritime Use and Feasibility for Landscape Architectural Support Services.
 City of Alameda, its City Council, boards, commissions, officials, employees, volunteers, members, officers, and directors are named as additional insureds as their interests may appear.

CERTIFICATE HOLDER**CANCELLATION**
 City of Alameda
 2263 Santa Clara Ave.
 Alameda CA 94501

 DS
 LC

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

RSC Insurance Brokerage

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ACORD 25 (2016/03)

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POLICY NO. : OZ3D617755

Conger Moss Guillard, Inc.

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:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name of Person or Organization	Location of Covered Operations
City of Alameda, its City Council, boards, commissions, officials, employees, volunteers, members, officers, and directors	Alameda Point Maritime Use and Feasibility for Landscape Architectural Support Services.

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

For the purpose of coverage provided by this endorsement, the following changes are made to **SECTION II – LIABILITY:**

A. The following is added to **SECTION II – LIABILITY, C. Who is an Insured:**

Any person or organization shown in the Schedule above is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

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

However:

- c. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- d. 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. The following is added to **SECTION II – LIABILITY, B. Exclusions:**

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

- a. 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 at the location of the covered operations has been completed; or
- b. 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. The following is added to **SECTION II – LIABILITY, D. Liability and Medical Expenses 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:

- a. Required by the contract or agreement; or
- b. 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.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

POLICY NO. : OZ3D617755
Conger Moss Guillard, Inc.
dba CMG Landscape Architecture

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name Of Person Or Organization	Location And Description Of Completed Operations
City of Alameda, its City Council, boards, commissions, officials, employees, volunteers, members, officers, and directors	Alameda Point Maritime Use and Feasibility for Landscape Architectural Support Services.

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

For the purpose of coverage provided by this endorsement, the following changes are made to SECTION II – LIABILITY:

A. The following is added to SECTION II – LIABILITY, C. Who Is An Insured:

Any person or organization shown in the Schedule above is also an additional insured, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule above, performed for that additional insured and included in the "products-completed operations hazard".

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. The following is added to SECTION II – LIABILITY, D. Liability And Medical Expenses 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.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.