

## FIRST AMENDMENT TO AGREEMENT

This FIRST AMENDMENT TO AGREEMENT (“**First Amendment to Agreement**”) is entered into this \_\_\_ day of September, 2020 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (the “**City**”), and Douglas Herring & Associates, a sole proprietor, whose address is 1331 Linda Vista Drive, El Cerrito, CA 94530 (the “**Provider**”), in reference to the following facts and circumstances:

### RECITALS:

A. On April 16, 2020, an agreement was entered into by and between City and Provider (hereinafter "Agreement") with compensation not to exceed \$70,200.00.

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

NOW, THEREFORE, in consideration of the foregoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Provider agree as follows:

1. 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 A and Exhibit B as requested. The Provider acknowledges that the work plan included in Exhibit A and Exhibit B is tentative and does not commit the City to request Provider to perform all tasks included therein.

2. Paragraph 3 “Compensation to Provider” of the Agreement is modified to read as follows:

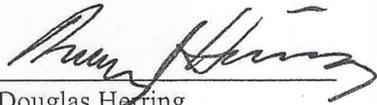
“a. By the 7<sup>th</sup> day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit A and Exhibit B and incorporated herein by reference. Extra work must be approved in writing by the Planning & Building Director or designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B.

“b. The total compensation for the work under this Amendment is not to exceed \$109,800.00. Total compensation for the work under this Agreement is not to exceed \$180,000.00.”

3. 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.

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

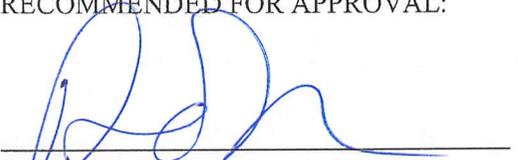
Douglas Herring & Associates  
A sole proprietorship

  
\_\_\_\_\_  
Douglas Herring

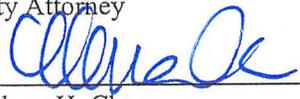
CITY OF ALAMEDA  
A Municipal Corporation

\_\_\_\_\_  
Eric J. Levitt  
City Manager

RECOMMENDED FOR APPROVAL:

  
\_\_\_\_\_  
Andrew Thomas  
Planning, Building & Transportation Director

APPROVED AS TO FORM:  
City Attorney

  
\_\_\_\_\_  
Celena H. Chen  
Chief Planning Counsel



August 20, 2020

Andrew Thomas  
City of Alameda  
Community Development Department  
2263 Santa Clara Avenue, Room 190  
Alameda, CA 94501-4477

**Subject:** Request for Supplemental Budget to Complete the Environmental Impact Report for the Alameda 2040 General Plan

Dear Andrew:

Per your request, this is a request for authorization of supplemental budget for preparation of an Environmental Impact Report (EIR)—in accordance with the requirements of the California Environmental Quality Act (CEQA)—for the City of Alameda’s proposed 2040 General Plan. The requested budget is to supplement the preliminary budget previously authorized, and is intended to provide adequate funding for completion of the Draft EIR. A second budget supplement for preparing the Final EIR and a Mitigation Monitoring and Reporting Program (MMRP) will be requested once public review of the Draft EIR has closed and we have a chance to evaluate the scope of public comments.

This request assumes that the remainder of the previously authorized budget of \$70,200 remains available for future work on the General Plan EIR. As I prepare this supplemental budget request, there is currently \$20,958 remaining in the original budget. In some cases, as indicated below, I am requesting additional budget for tasks that were under-budgeted in the preliminary budget.

The requested supplemental budget would include the following tasks that were not included in the original budget:

- **Introduction:** Prepare Introduction chapter.
- **Summary:** Prepare Summary chapter and summary table.
- **Air Quality:** Prepare Air Quality chapter.
- **Biological Resources:** Supplemental budget to complete the Biological Resources chapter.
- **Cultural Resources:** Supplemental budget to complete the Cultural Resources chapter.
- **Energy:** Prepare Energy chapter.

- **Geology and Soils:** Supplemental budget to complete the Geology and Soils chapter.
- **Greenhouse Gases:** Prepare Greenhouse Gases chapter.
- **Hazards/Hazardous Materials:** Supplemental budget to complete the Hazards/Hazardous Materials chapter.
- **Noise:** Prepare Noise chapter.
- **Population and Housing:** Supplemental budget to complete the Population and Housing chapter.
- **Public Services:** Supplemental budget to complete the Public Services chapter.
- **Parks and Recreation:** Prepare Parks and Recreation chapter.
- **Traffic and Transportation:** Prepare Traffic and Transportation chapter.
- **Utilities and Service Systems:** Prepare Utilities and Service Systems chapter.
- **Alternatives:** Prepare Alternatives chapter.
- **Other Environmental Issues:** Prepare chapter addressing other environmental issues, including agricultural resources, mineral resources, and wildfire.
- **Other CEQA Considerations:** Prepare chapter addressing other CEQA issues, including growth-inducing impacts, unavoidable impacts, significant irreversible environmental changes, and cumulative impacts.
- **Document Preparation:** Prepare incidental components of the EIR, such as table of contents, bibliography, acronyms, report authors, appendices, etc.
- **Administrative Revisions:** Time has been allocated to revise each chapter to address the City's administrative comments.
- **Notices:** Prepare notices, including Notice of Preparation, Notice of Completion, and Notice of Determination.
- **Public Hearing:** Attend one public hearing on the Draft EIR.
- **Final EIR Revisions:** Assist with Final EIR Revisions.
- **Direct Costs:** The preliminary budget did not include an allocation for direct costs. Budget is now allocated for document reproduction, postage and overnight delivery, preparation of

I have allocated an additional 505 hours to complete all of the tasks listed above, for a total labor cost of \$90,900. Work will be charged on a time-and-materials basis at my billing rate of \$180 per hour. Any direct expenses will be charged at cost plus a standard 10-percent administrative fee. The requested budget for direct expenses is \$4,050, inclusive of the administrative fee.

Per your request, the technical work by RCH Group will be performed under contract to Douglas Herring & Associates. RCH Group will perform quantitative modeling of

air quality and greenhouse gas (GHG) emissions. The cost for the air quality/GHG analysis would be \$14,850, inclusive of a 10-percent administrative fee.

Factoring in all of the costs identified above, I am requesting authorization of a supplemental budget of **\$109,800**.

Sincerely,

A handwritten signature in black ink, appearing to read "Doug Herring". The signature is written in a cursive, flowing style.

Doug Herring



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## RLIPack<sup>®</sup> FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.