

## SECOND AMENDMENT TO AGREEMENT

This SECOND AMENDMENT TO AGREEMENT (“**Second Amendment to Agreement**”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 (“**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. On September 16, 2020, an amendment to the agreement was entered into by and between City and Provider (hereinafter "Agreement") with compensation not to exceed \$180,000.00.

C. 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 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, Exhibit B, and Exhibit C, 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 C.

“b. The total compensation for the work under this Amendment is not to exceed \$40,000.00. Total compensation for the work under this Agreement is not to exceed \$220,000.00.”

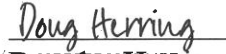
2. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

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

Douglas Herring & Associates  
A sole proprietorship

CITY OF ALAMEDA  
A Municipal Corporation

DocuSigned by:

  
Doug Herring

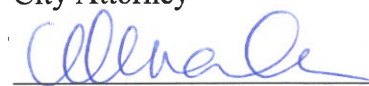
Eric J. Levitt  
City Manager

RECOMMENDED FOR APPROVAL:

DocuSigned by:

  
Andrew Thomas  
Planning, Building & Transportation Director

APPROVED AS TO FORM:  
City Attorney

  
Celena H. Chen  
Chief Planning Counsel



May 3, 2021

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

Subject: Request #2 for Supplemental Budget to Complete the Environmental Impact Report (EIR) for the *Alameda General Plan 2040*

Dear Andrew:

As of this date, I have completed the Draft EIR (DEIR) for the *Alameda General Plan 2040*. This letter is a request for a budget allocation for preparing the Final EIR (FEIR). Although the cost of preparing the FEIR will depend on the extent and nature of public comments submitted on the DEIR, I am estimating a preliminary budget of \$40,000. It's quite possible that the FEIR will cost less to prepare, and I will only bill for work actually performed, at my current hourly rate of \$180. Conversely, if comments are very extensive and substantive, I may need to make a future request for additional budget.

My records show that \$3,312.45 remains in the current authorized budget, but these funds were allocated to subcontractor fees and direct costs (and can be used for DEIR printing costs); my labor budget was exhausted last month. I am therefore requesting a supplemental budget of \$40,000 preparation of the FEIR.

Please let me know if you have any questions about this request.

Sincerely,



Doug Herring



DOUGHER-01

MERCADOS

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/9/2021

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> License # 0E67768 IOA Insurance Services 3875 Hopyard Road Suite 200 Pleasanton, CA 94588	<b>CONTACT NAME:</b> Selena Mercado <b>PHONE (A/C, No, Ext):</b> (925) 660-1395 <b>FAX (A/C, No):</b> (925) 416-7869 <b>E-MAIL ADDRESS:</b> selena.mercado@ioausa.com														
<b>INSURED</b>  Douglas Herring & Associates 1331 Linda Vista Drive El Cerrito, CA 94530	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : RLI Insurance Company</td><td>13056</td></tr><tr><td>INSURER B : Continental Casualty Company</td><td>20443</td></tr><tr><td>INSURER C :</td><td></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></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : RLI Insurance Company	13056	INSURER B : Continental Casualty Company	20443	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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## COVERAGES

## CERTIFICATE NUMBER:

## 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	<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 type="checkbox"/> LOC OTHER:			PSB0001827	11/2/2020	11/2/2021	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 <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PSB0001827	11/2/2020	11/2/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liab			EEH288374155	4/18/2021	4/18/2022	Per Claim 1,000,000
B	Professional Liab			EEH288374155	4/18/2021	4/18/2022	Aggregate 2,000,000

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

City of Alameda, its officers, directors, partners, employees, and any other entity or person for which Design Professional is legally liable are additional Insureds as respects to the General Liability, per written contract.

ca 5/3/2021

## CERTIFICATE HOLDER

## CANCELLATION

<b>City of Alameda</b> Community Development Department 2263 Santa Clara Avenue, Room 280 Alameda, CA 94501	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE <i>Leslie Bancroft</i></p>
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**RLIPack® 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.**