

**AMENDMENT NO. 1 TO CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF SAN LEANDRO AND
ALTA PLANNING + DESIGN, INC.
FOR
PLANNING & TRANSPORTATION CONSULTING SERVICES**

This **Amendment No. 1** ("Amendment") is made by and between the City of San Leandro ("City") and Alta Planning + Design, Inc. ("Consultant") (together sometimes referred to as the "Parties") as of _____, 2026, and amends that certain Consulting Services Agreement ("CSA" or "Agreement") dated March 13, 2026, between the Parties.

WHEREAS, City and Consultant have executed the Agreement, pursuant to which Consultant has provided certain consulting services to City with regard to planning and transportation consulting services for the Bay Fair TOD Sub-Area 1 Specific Plan Update and related General Plan, Specific Plan, and Zoning Updates; and

WHEREAS, the Parties desire to amend the Agreement to expand the scope of services and increase the not-to-exceed compensation accordingly to encompass the additional tasks described herein; and

WHEREAS, the Amendment was approved by the City Council.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Agreement as follows:

1. Exhibit A of the Agreement entitled "Scope of Services" is hereby amended to add the additional tasks and deliverables set forth in Exhibit A-1, attached hereto and incorporated herein by this reference. All other tasks and deliverables in the original Exhibit A remain in full force and effect;
2. Section 2 of the Agreement entitled "Compensation" is hereby amended to increase the not-to-exceed compensation from \$99,988 to \$195,509, reflecting the additional scope of services described in Exhibit A-1. Exhibit B of the Agreement is hereby amended as set forth in Exhibit B-1, attached hereto and incorporated herein by this reference; and
3. Except as modified by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

This Amendment may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

SIGNATURES ON FOLLOWING PAGE

The Parties have executed this Agreement as of the Effective Date. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF SAN LEANDRO

Alta Planning + Design, Inc.

Janelle T. Cameron, City Manager

Katie Mangle, Vice President

Attest:

Sarah K. Bunting, City Clerk

Budget Approved:

Approved as to Fiscal Authority:

Nicole Gonzales, Finance Director

010-41-001-5120

Account Number

Approved as to Form:

Richard D. Pio Roda, City Attorney

Per Section 10.7: Form 700 Required

Tom Liao, Community Development Director

EXHIBIT A

SCOPE OF SERVICES

Exhibit A – Scope of Work

Task 2: Preliminary Program Analysis and Transportation Analysis

Task 2.1: Project Management/ Administration

R+A will provide general project management, including coordination of all aspects of the Project, monitoring Project progress for adherence to schedules and budgets, reporting progress, and administering the Project.

Deliverables:

- Regular Bi-weekly Meetings with the City (up to 4)
- Up to 2 Consultant Team Meetings
- Agendas for Meetings and Summary Notes
- Monthly invoices

Assumptions and Exclusions:

- All meetings will be virtual unless specified.

Task 2.2: Preliminary Bay Fair Mall/BART Program “Stress Test” Analysis

R+A and Mithun will evaluate the selected preliminary concept alternative for the Preliminary “Stress Test” Program and identify any sub-alternatives for analysis. Mithun will lead an analysis of the “Stress Test” program. R+A will review the impact of SB 79 and other state legislation and regional policies on capacity analysis of the TOD area. BART will provide draft development program assumptions for BART County Site to consider with stress test. The “Stress Test” analysis will include a high-level site plan and development program which may include the following:

- Develop site plan and program for “highest congestion point”
- Site plan to include:
 - Block layout
 - Open space location and size
 - Circulation hierarchy and street diagram (ROW Estimates)
 - circulation and street diagram will included number of lanes and level of bike facilities and potential connections to existing network
 - Estimated mixed-use residential program and density
 - B3 program (may include a meeting with B3)
 - Retail program
 - Estimated area for BART/AC Transit station requirements
 - BART mixed-use residential program and density

- o Identify considerations for location of BART parking, especially with respect to traffic implications
- o Policy Assumptions
 - Parking and TDM
 - ROW width
- Site Plan Exclusions
 - o Design and/or final location of streets/infrastructure/new bridge
 - o Building design level density analysis, building footprints, 3D renderings/analysis, building floor plans, parking layout, and landscape architecture design
 - o Flood control design
 - o Decision on location of BART replacement parking
 - o Detailed street design

The team will submit a draft and final site plan and summary program document.

R+A and Mithun will conduct [one](#) property owner meeting with B3 to discuss draft stress test.

Deliverables:

- Draft and Final Stress Test Program and Site Plan Document
- One In-Person Meeting with B3

Task 2.3: Transportation Comparison Analysis

F&P will conduct a comparison analysis of the Stress Test program and previous studies.

Traffic Congestion

- The purpose of the task is to conclude at a high level how the levels of traffic congestion (in automobile LOS terms) produced by the “Highest Congestion Uses for Stress Test” land use configuration might be expected to compare against the levels of traffic congestion (in LOS terms) identified within previous project studies documented in Task 2.2, and applicable City LOS guidelines, so as to inform a scoping conversation with City on the traffic analysis to include in Phase 2.
- This analysis in this task will be a highly approximate assessment where we will document expected or likely conclusions that could be inferred from a comparison of travel demand.
- Daily and peak-hour vehicle trips (standard ITE 12th edition rates), with internal capture and pass-by rates applied as needed, for the range of anticipated land uses

Deliverables:

- Draft and Final Comparison Analysis Memo

Assumptions and Exclusions:

- This analysis does not include any Synchro or other traffic operations modeling analysis.
- The memo deliverable would document the differences in travel demand between “Highest Congestion Scenario” and previously studied project configurations and include a brief qualitative discussion on the expected effect on traffic delay results limited to an existing plus project scenario.

- F&P will produce travel demand for one configuration.
- F&P will also estimate travel demand reduction from deletion of current uses that generate trips, based on ITE rates for those uses (City to provide any occupancy levels for those uses if different to 100%).
- Trip distribution and assignment is not included.
- F&P will compile and develop automobile trip generation estimates based on ITE 12th edition rates for applicable land uses, with peak-hour factors, internal capture, and pass-by reductions applied, as needed.

EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

Exhibit B – Budget

The following budget will be billed as time and materials up to the amount the budget identified for each consultant. The level of effort for each task is limited to the general number of hours for each task listed in the budget spreadsheet below. R+A team members may reallocate hours between tasks if individual tasks are completed in less time than anticipated.

| | TASK 2 | HOURS |
|---------------------------------|-----------------|-----------|
| R+A/ALTA | \$31,280 | 126 hours |
| MITHUN | \$36,765 | 183 hours |
| FEHR & PEERS | \$21,545 | 95 hours |
| DIRECT EXPENSES | \$200 | |
| SUBCONSULTANT MANAGEMENT FEE | \$5,831 | |
| TOTAL | \$95,521 | |