

ORIGINAL

AMENDMENT TO AN AGREEMENT FOR ENVIRONMENTAL PLANNING SERVICES IN CONNECTION WITH THE COLMA CREEK IMPROVEMENTS, SPRUCE TO SAN MATEO AVENUES IN SAN MATEO COUNTY

THIS AMENDMENT adds additional scope of work to the agreement by and between the SAN MATEO COUNTY FLOOD CONTROL DISTRICT, a public corporation with offices at 555 County Center, Redwood City, CA 94063-1665, Redwood City, California, hereinafter called "**DISTRICT**" and EIP ASSOCIATES, hereinafter called "**CONSULTANT**"

WITNESSETH:

WHEREAS, the Board of Supervisors of the County of San Mateo, acting as the Board of Directors of **DISTRICT**, is authorized to engage the services of a professional scientific expert on a temporary basis for a specific project for performance of necessary services for and on behalf of **DISTRICT**; and

WHEREAS, authority to enter into an agreement for said services was approved by the San Mateo County Board of Supervisors Resolution No. 63721 on the 20th day of June 2000; and

WHEREAS, an AGREEMENT FOR ENVIRONMENTAL PLANNING SERVICES IN CONNECTION WITH THE COLMA CREEK IMPROVEMENTS, SPRUCE TO SAN MATEO AVENUES, hereinafter referred to as the "Project" was entered into the 20TH day of June, 2000 by **DISTRICT** and **CONSULTANT**; and

WHEREAS, **CONSULTANT** has submitted a proposal in accordance with TASK IX of EXHIBIT A, Colma Creek Wetland Mitigation Plan Scope of Work of said agreement to provide services necessary to meet regulatory agency conditions for approval of construction permits.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO as follows:

SECTION 1. SCOPE OF PROJECT

Project shall be amended to include services as described in the attached Exhibit A-1.

SECTION 6. PAYMENT BY DISTRICT

In consideration for furnishing said services, **DISTRICT** agrees to pay **CONSULTANT** on a time and materials basis extending the amount of said contract executed on June 20, 2000 by \$45,000.00 to a total Not-to Exceed amount of **\$165,000.00**

Billing rates for services provided under this Amended Agreement shall be as set forth on Exhibit B-1 attached hereto and made a part of this Amended Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands on the day and year first above written.

DISTRICT;

**SAN MATEO COUNTY
FLOOD CONTROL DISTRICT**

BY

President, Board of Supervisors
San Mateo County Flood Control District

ATTEST

Clerk of said Board

CONSULTANT;

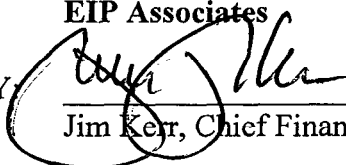
EIP Associates
BY _____
Jim Kerr, Chief Financial Officer

EXHIBIT A-1

April 30, 2002

County of San Mateo, Department of Public Works
Attn: Robert L. Frame, P.E.
Senior Civil Engineer
555 County Center, 5th Floor
Redwood City, Ca. 94063-1665

Subject: Proposed Budget Augmentation of the Colma Creek Wetland Mitigation Plan
Supplemental Scope of Work (EIP Project # 10409-00)

Dear Mr. Frame

This letter presents the revised Scope of Work and updated cost estimate for the Colma Creek Wetland Mitigation Plan to produce a report that will satisfy the California clapper rail surveys (condition #4 of CDFG 1601 permit) and to implement the monitoring plan as outlined in the Conceptual Mitigation Plan. At this time, phases A to E of the original Scope of Work (Attachment A, previous letter) are complete. For the following, I have reassigned letters to the remaining Phases (A, B, C, etc).

Phase A – Finalize Conceptual Mitigation Plan

The Consultant will prepare and submit to the District a single copy of the Final Conceptual Plan (FCMP) based upon the comments received from the agencies on the DCMP. The FCMP will present the following information:

- Finalize Conceptual Mitigation Plan based on Agency comments (1 round of revisions, between EIP and the District).
- Revise Site 3 plans, to avoid potential impacts to the San Francisco Bay Trail.
- Response to Debra Smith's (Coastal Conservancy) letter of recommendations for use in the revised BCDC permit application.
- PRE-CONSTRUCTION ACTIVITIES. The Consultant anticipates that there will be a need for pre-construction activities in preparation of the site improvement activities. These pre-construction activities may include a pre-construction meeting between the Consultant, the District's Project Manager, the selected construction contractor, and their equipment operators and laborers.
- CONSTRUCTION ACTIVITIES. All construction-related activities will be described including but not limited to, site grading and earth moving, construction of water control structures/features, methods of vegetation removal and planting, installation of erosion control measures, and installation of temporary irrigation systems if necessary. The Consultant shall prepare, in English units, preliminary plans, profiles, sections, specifications and notes, a preliminary estimate of probable construction cost for the DCMP with District title block compatible with District AutoCAD software.

- **POST-CONSTRUCTION ACTIVITIES.** A post-construction maintenance program will be developed by the Consultant. The maintenance program will include a schedule of activities to properly maintain erosion control measures, water control structures/features, irrigation systems, survival of vegetation plantings, and the control of unwanted weedy or invasive plant species.
- **MONITORING PROGRAM.** The Consultant will define performance or success criteria for targeted hydrologic regimes and vegetation development. Methods to monitor hydrologic regimes and vegetation development will be identified and defined. A reporting plan and monitoring schedule will be developed.
- **SCHEDULE.** The Consultant will develop an implementation schedule in consultation with the District.

Phase B – Implementation Oversight

Consultant shall provide periodic inspection oversight services during implementation and construction of the FCMP. The Consultant assumes that after the pre-construction meeting and initial oversight efforts during grading activities, site inspections will be periodic in nature and the primary responsibility for project oversight will be with the District.

Phase I – Monitoring Proposal

The Consultant shall provide the District with a proposal to implement the monitoring program described in the FCMP. The proposal will define the final monitoring tasks, staffing needs and personnel to be used to conduct the monitoring, present a detailed cost estimate, and schedule. Possible contingency or follow-up actions will be identified and means of accomplishing these actions will be identified as well.

Phase J – Supplemental Services

Upon receipt of written authorization from District, Consultant shall provide the following Supplemental Services as needed up to the amount specified in the attached cost estimate:

- Provide consultation and advice during bidding of the construction contract as it may relate to the design in the FWP.
- Attend pre-bid meetings.
- Conduct sensitive species surveys and subsequent report preparation.
- Check shop and working drawings furnished by contractors.
- Furnish additional copies of conceptual plans and documents above the number specified in previous phases of this revised Scope of Work.
- Attend meeting to review and discuss monitoring proposal (Phase I).

- Provide additional oversight activities to address any unforeseen problems with the construction contractor.

As part of this phase, EIP will perform the California clapper rail surveys, pursuant to the District's 1601 agreement from the CDFG. The tasks comprising this effort are described below and a cost estimate specifically for this activity is enclosed as Attachment B.

- **Project management/Scoping**
The Consultant shall review CDFG approved 1601 permit and coordinate with applicable agencies to determine methods to comply with Condition #4 (Protection of California clapper rail nests).
- **California clapper rail survey design**
The Consultant shall design a passive California clapper rail survey, according to the Draft FWS California clapper rail passive survey protocol (Attachment D). This survey design will be submitted to FWS, Don Hankins for verbal authorization before conducting surveys.
- **Field surveys of proposed mitigation sites**
Two evening surveys (at one week intervals) of the existing mitigation site (Site 2b) and the site at the end of Utah Ave. (Site 3) will be conducted by April 5th 2002. However, if a permit is not issued by the RWQCB by March 11th 2002, these surveys will be conducted prior to April 15th 2003.
- **Report**
Consultant shall produce a report (based on previous work that EIP has conducted on this site for the District, and the completed California clapper rail surveys of the mitigation sites) that describes the setting of the project site and the potential for California clapper rail to occur and nest within the area. This report will be submitted to the California Department of Fish and Game, 1600 Streambed Program, Attn: Marcia Grefsrud, to satisfy Condition number #4 of the 1601 Streambed Alteration Agreement.

Additionally, as part of this phase EIP will monitor the completed mitigation sites (2a, 2c, and 3) for up to 5 years following implementation, as outlined in the DCMP. The tasks comprising this effort are described below and a cost estimate specifically for this activity is included as part of the budget (Attachment C).

- An EIP biologist will make bi-monthly site visits during the first rain season to evaluate the mitigation sites for hydrologic performance. Thereafter, hydrological criteria will be evaluated on an annual basis for four additional years.

- Vegetation performance criteria will be monitored bi-annually for 5 years (May and September).
- EIP will prepare an annual monitoring report as required under Condition 7 of the RWQCB permit by August of each year (assuming one round of edits between EIP and the District).

Cost

As of March 29, 2002, \$9,500 remained in the Colma Creek Mitigation Plan budget (Attachment A). We estimate that a budget augment of \$39,980 (Attachment B) would be needed to complete the project as outlined above, of which \$11,155 would be allocated for the California clapper rail surveys (see Attachment B) and \$17,203 for the 5-year monitoring period.

Assumptions:

- Based on phone conversations with Marcia Grefsrud (California Department of Fish and Game 1 (707) 944-5559), a report based on previously conducted surveys by EIP, and FWS protocol surveys for California clapper rail in the proposed mitigation areas, which describes the habitat and relevant historical data, would be sufficient to satisfy Condition #4 of the 1601 Streambed Alteration Agreement.

Thank you for the opportunity to work with you on this project. Please call me at (415) 362-1500 with any questions or adjustments we need to discuss.

Sincerely,

Brent Spencer, Assistant Project Manager
Fisheries and Aquatic Biologist

Attachment B

Proposed Augmentation of Colma Creek Mitigation Plan Scope of Work

Colma Creek Flood Control Mitigation Plan Budget Augmentation

FINAL

Task	Total EIP Labor	Total Subconsultant Labor	Expenses & Other Direct Costs	Subtotal by Task	Burwasser G. Project Manager \$115	D. Ebert Biologist \$105	B. Spencer Biologist \$75	R. Walker Wildlife Biologist \$95	Other EIP Staff Biologist \$85	M. Huisman GIS Specialist \$105	N. Johnson GIS Technician \$85	Word Processing \$75	Subconsultant Rick Villasenor \$85
A Completion of Conceptual Mitigation Plan	\$ 6,070	\$ -	\$ 275	\$ 6,345	2	6	40			2	20	4	
B Implementation Oversight	\$ 1,430	\$ 5,100	\$ 200	\$ 6,730	2		16						60
C Monitoring Proposal	\$ 2,180	\$ -	\$ 100	\$ 2,280	2		24					2	
D Supplemental Services	\$ 4,580	\$ -	\$ 500	\$ 5,080	2	10	44						
Clapper Rail Surveys	\$ 10,455	\$ -	\$ 700	\$ 11,155	2	18	84	8	8	1	4	2	
5 Year Monitoring Plan	\$ 16,158	\$ -	\$ 950	\$ 17,108	see Attachment C								
Subtotals	\$ 40,873	\$ 5,100	\$ 2,725	\$ 48,698	10	34	208	8	8	3	24	8	60
Plus 10 percent on Expenses and Other Direct Costs				\$ 273									
Plus 10 percent on Subconsultant Labor				\$ 510									
TOTAL				\$ 49,480									
AMOUNT REMAINING FROM PREV CONTRACT as of 3/29/2002				\$ 9,500									
Difference				\$ 39,980									

Attachment C
Mitigation Site Monitoring Plan

Colma Creek Flood Control Mitigation Site Monitoring Plan

Task/year 2003 (2002/2003)	Total EIP Labor	Expenses & Other Direct Costs	Subtotal by Task	B. Spencer Biologist \$85	D. Ebert Biologist \$115	M. Huisman GIS Specialist \$115	N. Johnson GIS Technician \$95	Word Processing \$85
A Bi Annual Field Surveys of Mitigation Sites.	\$ 1,360	\$ 100	\$ 1,460	16				
B Spot Visits after storm events	\$ 1,360	\$ 200	\$ 1,560	16				
C Report	\$ 2,688	\$ 50	\$ 2,738	24	2	0.5	2	2
Subtotals	\$ 5,408	\$ 350	\$ 5,758	56	2	0.5	2	2
Plus 10 percent on Expenses and Other Direct Costs			\$ 35					
Year TOTAL			\$ 5,793					

Task/year 2004	Total EIP Labor	Expenses & Other Direct Costs	Subtotal by Task	B. Spencer Biologist \$85	D. Ebert Biologist \$115	M. Huisman GIS Specialist \$115	N. Johnson GIS Technician \$95	Word Processing \$85
C Bi Annual Field Surveys of Mitigation Sites.	\$ 1,360	\$ 100	\$ 1,460	16				
D Report	\$ 1,328	\$ 50	\$ 1,378	8	2	0.5	2	2
Subtotals	\$ 2,688	\$ 150	\$ 2,838	24	2	0.5	2	2
Plus 10 percent on Expenses and Other Direct Costs			\$ 15					
Year TOTAL			\$ 2,853					

Task/year 2005	Total EIP Labor	Expenses & Other Direct Costs	Subtotal by Task	B. Spencer Biologist \$85	D. Ebert Biologist \$115	M. Huisman GIS Specialist \$115	N. Johnson GIS Technician \$95	Word Processing \$85
C Bi Annual Field Surveys of Mitigation Sites.	\$ 1,360	\$ 100	\$ 1,460	16				
D Report	\$ 1,328	\$ 50	\$ 1,378	8	2	0.5	2	2
Subtotals	\$ 2,688	\$ 150	\$ 2,838	24	2	0.5	2	2
Plus 10 percent on Expenses and Other Direct Costs			\$ 15					
Year TOTAL			\$ 2,853					

Task/year 2006	Total EIP Labor	Expenses & Other Direct Costs	Subtotal by Task	B. Spencer Biologist \$85	D. Ebert Biologist \$115	M. Huisman GIS Specialist \$115	N. Johnson GIS Technician \$95	Word Processing \$85
C Bi Annual Field Surveys of Mitigation Sites.	\$ 1,360	\$ 100	\$ 1,460	16				
D Report	\$ 1,328	\$ 50	\$ 1,378	8	2	0.5	2	2
Subtotals	\$ 2,688	\$ 150	\$ 2,838	24	2	0.5	2	2
Plus 10 percent on Expenses and Other Direct Costs			\$ 15					
Year TOTAL			\$ 2,853					

Task/year 2007	Total EIP Labor	Expenses & Other Direct Costs	Subtotal by Task	B. Spencer Biologist \$85	D. Ebert Biologist \$115	M. Huisman GIS Specialist \$115	N. Johnson GIS Technician \$95	Word Processing \$85
C Bi Annual Field Surveys of Mitigation Sites.	\$ 1,360	\$ 100	\$ 1,460	16				
D Report	\$ 1,328	\$ 50	\$ 1,378	8	2	0.5	2	2
Subtotals	\$ 2,688	\$ 150	\$ 2,838	24	2	0.5	2	2
Plus 10 percent on Expenses and Other Direct Costs			\$ 15					
Year TOTAL			\$ 2,853					
TOTAL			\$ 17,203	152	10	2.5	10	10

Attachment D
United States Fish and Wildlife Service Draft Survey Protocol

EXHIBIT B-1

COMPENSATION SCHEDULE SAN FRANCISCO OFFICE

Principal	\$135 - \$180/hour
Technical Director / Program Manager	\$120 - \$160/hour
Senior Manager / Senior Scientist / Senior Planner / Senior Administrator	\$95 - \$135/hour
Associate Manager / Associate Scientist / Associate Planner / Associate Administrator	\$70 - \$100/hour
Environmental Professional / Planner / Scientist / Administrative	\$45 - \$75/hour
Environmental Analyst / Planning Analyst / Clerical / Technician	\$25 - \$40/hour
Mileage is charged at	\$.345/mile
Photocopies are charged at	\$.15/page

Direct costs (i.e., travel, meals, lodging, auto rentals, printing, graphic materials, specialized computer charges, etc.) and subcontractor fees are subject to a 10% administration charge.

1. This schedule is effective from April 1, 2002 to March 31, 2003 and subject to revision thereafter.
2. Invoices will be submitted by Consultant monthly. Client will notify Consultant, in writing, of any objections to an invoice within ten (10 days) of the date of invoice. Otherwise, the invoice shall be deemed acceptable by the Client. Amounts indicated on invoices are due and payable immediately upon receipt. The Client's account will be considered delinquent if Consultant does not receive full payment within thirty (30) days after the invoice date.
3. A service charge will be applied at the rate of 1.0 percent per month (or the maximum rate allowable by law) to delinquent accounts. Payment thereafter will be applied first to accrued interest and then to the principal unpaid by the Client.
4. EXPERT TESTIMONY. For situations requiring expert testimony, services will be provided at 1.5 times the standard hourly rates listed, with a minimum of four hours. Time spent in preparation and review of testimony will be charged at standard rates.