



SECOND AMENDMENT TO THE AGREEMENT BETWEEN
COUNTY OF SAN MATEO
AND
ROBERT SHAW & ASSOCIATES
PREPARATION OF ENVIRONMENTAL REVIEW RECORDS (ERR) AND
REQUIRED NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) FORMS
FOR THE PERIOD OF
6/15/2003 to 6/30/2005

Contact Person: Pascoe, Norman
Telephone number: (650) 602-5008

SECOND AMENDMENT TO THE AGREEMENT BETWEEN COUNTY OF SAN MATEO ("COUNTY") AND ROBERT SHAW & ASSOCIATES FOR PREPARATION OF ENVIRONMENTAL REVIEW RECORDS (ERR) AND NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) FORMS

THIS SECOND AMENDMENT TO THE AGREEMENT entered into this ____ day of _____, 2004, by and between the County and Robert Shaw & Associates.

WITNESSETH

WHEREAS, the County of San Mateo under Agreement Number 71 000-03-C222 entered into an Agreement ("Original Agreement") to provide a total of \$90,000.00, to Robert Shaw & Associates ("Contractor") for the Preparation of Environmental Review Records (ERR) and National Environmental Policy Act (NEPA) forms; and

WHEREAS, the term of the Original Agreement is from 6/15/2003 through 6/30/2005 and the total amount is \$90,000; and

WHEREAS, it is now the mutual desire and the intent of the parties to increase the total of the Original Agreement from \$90,000 to \$170,000 for the purpose of completing environmental project reviews and revising the services listed in Exhibit A2.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO THAT THE ORIGINAL AGREEMENT IS AMENDED AS FOLLOWS:

- I. Section 4.A. of the Original Agreement is amended to read as follows:
 4. Payments
 - A. Maximum Amount

In full consideration of Contractor's performances of the services described in Exhibit A, the amount that the County shall be obligated to pay under this Agreement, shall not exceed \$170,000.
- II. Exhibit A1 of the Original Agreement is replaced in its entirety by Exhibit A2 as attached hereto:
- III. All other terms and conditions of the Original Agreement shall remain in full force and effect.

IN WITNESS, WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hand to this Second Amendment regarding the Preparation of Environmental Review Records (ERR), National Environmental Policy Act (NEPA), and coordination of the Programmatic Agreement.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors

Date: _____

Attest:

Clerk of Said Board

Date: _____

ROBERT SHAW & ASSOCIATES

By: Robert Shaw, Principal
Print Name & Title

Signature

Date: S~ZS~-C~f ~ ~

EXHIBIT A2
PROGRAM/PROJECT DESCRIPTION

I. Description of Services and Contractor's Responsibilities

- A. Preparation of Environmental Review Records (ERR) as required by HUD for all CDBG, HOME and ESG funded projects. These records shall include:
- 1) Determination of the level of ERRs required for each project.
 - 2) Preparation of ERR for each project. This may require a full Environmental Assessment using the HUD approved format per 24 CFR 58.36, an Environmental Review using a Statutory Worksheet for either categorically excluded projects or for exempt projects, or Continuation Statements. In preparing the ERRs, will field inspect each project site and surrounding area, and will contact persons or agencies as needed to gather information and develop source documentation list to be attached to ERR. Will prepare special studies that may be required by HUD regulations, such as noise, flooding, historic preservation, explosive/flammable operations, etc. If based on the ERR, it is determined that an Environmental Impact Statement (EIS) is required, preparation of such is not included in this contract.
 - 3) Preparation of all correspondence, reports and notices in draft form, to be typed by County secretarial staff for the signature of the consultant Or appropriate County Staff.
 - 4) Preparation for publication of all notices that may be required. These include, but are not limited to, Flooding Notices, Findings of No Significant Impact ~FONSI) and Notices of intent to Request Release of Funds (NOI/RROF).
 - 5) Provide all necessary forms and formats to complete the ERRs,
 - 6) Advice County when certain experts must be hired to do specialized technical analyses (i.e. Archeologists to do a field reconnaissance, acoustician to measure certain types of noise, biologists to do a biological assessment). Consultant will recommend appropriate experts, and upon approval of County, shall hire such expert. Fees charged by such experts may be paid directly by County but such payment will be charged against the total amount of this contract.
- B. Prepare HUD National Environmental Policy Act (NEPA) Environmental Review Forms for minor rehabilitation and/or acquisition of existing structures (residential, public facilities and commercial).

II. Description of County's Responsibilities:

County shall provide technical and clerical assistance to prepare official correspondence from drafts prepared by Contractor.

**SAN MATEO COUNTY
MEMORANDUM**

DATE: August 26, 2004
TO; Priscilla Harris Morse FAX: 363-4864 PONY: EPS 163
FROM: Lucho Bravo FAX: (650) 596-3478 PONY: HSA-210
SUBJECT: Contract insurance Approval

CONTRACTOR NAME: Robert Shaw & Associates

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES?:
No.

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: >1

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: Preparation of Environmental Review Records (ERR), National Environmental Policy Act (NEPA), and coordination of the Programmatic Agreement.

Following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$ 1,000,000	~4	0	
Motor Vehicle Liability	\$	E	1K ⁷	E
Professional Liability	\$	0	~(
Workers' Compensation	\$	0	"E~"	0
REMARKS/COMMENTS:				

 k Mana-ernenSignature Date

July 26, 2004

Robert Shaw
ENVIRONMENTAL CONSULTING SERVICE
48 Del Oro Lagoon
Novato, CA 94949

Policy No: 72SBALA8894
Policy Type: Business Owners Policy
Policy Term: 5/18/2004-5/18/2005

RU. Box 34009
Fullerton CA 92834-4009

680 Langsdorf Drive
Suite 100
Fullerton, CA 92831

(714)578-7000
Fax (714)578-7001

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CA Lic.#0619252

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Hartford Select Customer Sales and Service Center 1-866-467-8730

Providing you the most prompt, professional service is part of our commitment to you. The new Select Customer Sales and Service Center is the latest in delivering on that promise.

Sincerely,

elen Rhodes
Account Manager
Armstrong Robitaille Insurance Services
Dir. Ph. 714-578-7332
Dir. Fx. 714-626-7597

ACORD, ~ CERTIFICATE OF LIABILITY INSURANCE

CLGI
UODCI 08-26-2004

p~oauC~. ARNSTRONG/ROBITAILLE INS SERV/PHS 180672 P:(866)467-8730 F:(877)905-0457 P. O. BOX 33015 SAN ANTONIO TX 78265	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RISRTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND. EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURERS AFFORDING COVERAGE	
*****o ENVIROMENTAL CONSULTING SERV. ROBERT SHAW & ASSOCIATES 46 DEL ORO LAGOON NOVATO CA 94949	IESJRERAHartford Casualty Ins Co INsax~p. msuw. IESORERD. ThSUBSP.E.

COVE RAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OF. **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, SECLUSIONS AND CONOITIKS OF SUC POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

IN~R	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	DESCRIPTION	AMOUNT
A	GENERAL LIABILITY CLAIMS MADE OCCUR ~business Liab	72 SBA LA8894	05/18/04	05/18/05	EACH OCCURRENCE FIRE DAMAGE (A~vonfir MED Exp (A~yo~per.onl PE~ONAL &ADV ~J-Y GENERAL AGGREGATE PRODUCTS - COM/OP AGG	\$1,000,000 \$1,000,000 \$1,000,000 \$2,000,000 \$2,000,000
A	VEHICLE LIABILITY ART AUTO ALL OWNED AUTOS SCHEDULED AUTOS K HJEEED AUTOS X NON-OWNED AUTOS	72 SBA LA8894	05/18/04	05/18/05	CONEINEDSINOLELIMIT (Be-o-id-t) HODIY INJURY (Per pereon) BODIY INJURY (Per Accideot) PROPERTY DAMAGE (Per e.rcide.,t~	\$1,000,000 \$ \$ \$
	GARAGE LIABILITY - AR? AUTO				AUTO ONLY - EA ACCIDENT OT~ TEAR EAACC AUTO ONLY, AGO	\$ \$ \$
	EXCESS LIABILITY OCCUR L] CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE AGGREGATE \$ \$ \$ \$ P	\$ \$ \$ \$ \$ P
	WORKERS COMPENSATION AND -2-LOYERS LIABILITY				WC STRED- 1 OTH- TOMI LJMITSI EL. EACH ACCIDENT E.L. DISEASE - AR EMPLOY EL. DISEASE - POLICY 1	P 5 1ET
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHIOLES /EXCLUSIONS ADDED BY ENDORBEMEIT/SPECIAI PROVISIONS

Those usual to the Insured's Operations.

CERTIFICATE HOLDER [~]ADITIOLU CNSURED I INSURER LETTER. A County of San Mateo Attn: Norman Pascoe 262 Harbor Blvd Bid A Belmont, CA 94002	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE (10 DAYS FOR NON-PAYMENT) TO THE CERTIFICAT HOLDER NAMED TO THE LEFT, BIE FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS O REPRESENTATIVES. AUTHORIZED RZPRESEEEER TWt ~
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