

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: EIP Associates  
Contact Person: Faye Garofalo  
Address: 353 Sacramento St. Suite 1000  
San Francisco, CA 94111  
Phone Number: (415) 362-1500 Fax Number: (415) 693-5658

II Employees

Does the Contractor have any employees?  Yes \_\_\_ No  
Does the Contractor provide benefits to spouses of employees?  Yes \_\_\_ No

\*If the answer to one or both of the above is no, please skip to Section IV.\*

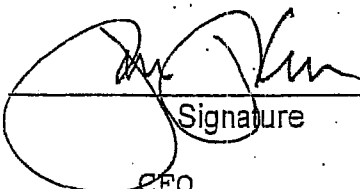
III Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- No, the Contractor does not comply.
- The Contractor is under a collective bargaining agreement which began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 17th day of June, 2004 at San Francisco, California  
(City) (State)

  
\_\_\_\_\_  
Signature  
CFO  
\_\_\_\_\_  
Title

James Kerr  
\_\_\_\_\_  
Name (Please Print)  
94-1710558  
\_\_\_\_\_  
Contractor Tax Identification Number

SAN MATEO COUNTY  
MEMORANDUM

DATE: 6/14/04

TO: Priscilla Harris Morse FAX: 363-4864 PONY: EPS 163

FROM: Virginia Diehl  
FAX: 4849 PONY: PLN122

SUBJECT: Contract Insurance Approval

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME:

EIP Associates

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES?:

Yes. To and from project site, and to public meetings.

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR:

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY:

Preparation of Environmental Impact Report for Highlnd Estates Project.

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$1,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	\$1,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	\$2,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	Statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

Priscilla Morse 6/14/04  
Risk Management Signature Date

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
06/14/04

**PRODUCER**  
Dealey, Renton & Associates  
P. O. Box 12675  
Oakland, CA 94604-2675  
510 465-3090 Edi Barrow

**INSURED**  
EIP Associates  
353 Sacramento Street, Suite 1000  
San Francisco, CA 94111

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

INSURER A: Fidelity & Guaranty Ins. Co.  
INSURER B: United States Fidelity & Guaranty  
INSURER C: St. Paul Fire & Marine Ins. Co.  
INSURER D: Greenwich Insurance Company  
INSURER E:

**COVERAGES**

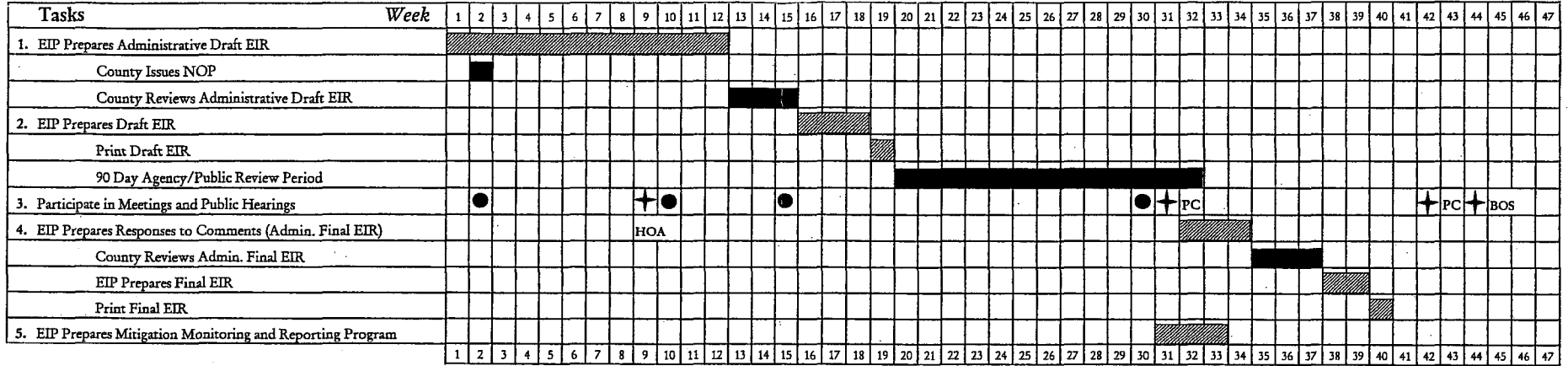
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	BK01778867	06/01/04	06/01/05	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	This policy excludes claims arising out of the performance of professional services			FIRE DAMAGE (Any one fire) \$500,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$10,000
					PERSONAL & ADV INJURY \$1,000,000
					GENERAL AGGREGATE \$2,000,000
	PRODUCTS - COMP/OP AGG \$2,000,000				
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY	BA01873839	06/01/04	06/01/05	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT \$
<input checked="" type="checkbox"/> NON-OWNED AUTOS		OTHER THAN EA ACC AGG \$			
	GARAGE LIABILITY				
	<input type="checkbox"/> ANY AUTO				
	EXCESS LIABILITY				
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				
	<input type="checkbox"/> DEDUCTIBLE				
	<input type="checkbox"/> RETENTION \$				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WVA7726264	09/01/03	09/01/04	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					E.L. EACH ACCIDENT \$1,000,000
					E.L. DISEASE - EA EMPLOYEE \$1,000,000
					E.L. DISEASE - POLICY LIMIT \$1,000,000
D	OTHER Professional & Contractors Pollution Legal Liab	PEC0016553	06/01/04	06/01/05	\$2,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

<b>CERTIFICATE HOLDER</b>	<b>ADDITIONAL INSURED; INSURER LETTER:</b>	<b>CANCELLATION</b>
County of San Mateo Environmental Services Agency Planning & Building Division 455 County Center, 2nd Floor Redwood City, CA 94063-1665		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL <del>FORFEIT</del> MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY <del>REGISTERED MAIL</del> <del>REGISTERED MAIL</del> <del>REGISTERED MAIL</del> AUTHORIZED REPRESENTATIVE <i>Edith C. Barrow</i>

Figure 1. Highland Estates Revised EIR Schedule



Timeframes are based on timely receipt of all necessary project information.

- Legend:
- Client Meeting
  - + Public Meeting / Hearing
  - PC Planning Commission
  - BOS Board of Supervisors
  - HOA Home Owners Association Alternative Discussion and Selection

**Figure 2  
Highland Estates Revised EIR  
Cost Estimate**

TASKS	EIP Total Cost	Subconsultants			TOTAL COST	Ted Adams \$140	George Burwasser \$120	Sabrina Cook \$115	Denian Ebert \$110	Season Snyder \$105	Dorney Burdorf \$90	Paul Priber \$85	Rachel Yelo \$70	Word Processing \$75	Graphics \$75
		DKS Total Cost	Square One Total Cost	Geomatics Consultants Total Cost											
<b>Task 1 Prepare Administrative Draft EIR</b>	\$ -				\$ -										
Introduction	\$ 355				\$ 355	2								1	
1. Summary	\$ 1,420				\$ 1,420	8								4	
2. Project Description	\$ 3,310				\$ 3,310	14								2	16
3. Environmental Setting, Impacts and Mitigation Measures	\$ -				\$ -										
3.1 Social/Cultural Issues	\$ -				\$ -										
3.1.1 Land Use	\$ 2,035				\$ 2,035	14								1	
3.1.2 Population and Housing	\$ 3,575				\$ 3,575								50	1	
3.1.3 Traffic and Circulation	\$ 2,020	\$ 29,000			\$ 31,020	8								8	4
3.1.4 Public Services	\$ 4,350				\$ 4,350								60	2	
3.1.5 Utilities	\$ 4,350				\$ 4,350								60	2	
3.1.6 Visual Quality and Community Character	\$ 8,350		\$ 31,450		\$ 39,800	50								2	16
3.1.7 Energy (Included in Utilities)	\$ -				\$ -										
3.1.8 Cultural Resources	\$ 1,195				\$ 1,195	8								1	
3.1.9 Public Health and Safety	\$ 2,315				\$ 2,315	16								1	
3.2 Physical/Biological Issues	\$ -				\$ -										
3.2.1 Geology, Soils and Seismicity	\$ 8,280			\$ 1,980	\$ 10,260		64							2	6
3.2.2 Hydrology and Water Quality	\$ 9,800				\$ 9,800			80						2	6
3.2.3 Vegetation and Wildlife	\$ 16,790				\$ 16,790				74	54		28		2	6
3.2.4 Air Quality	\$ 5,625				\$ 5,625						60			3	
3.2.5 Noise	\$ 4,845				\$ 4,845						48			3	4
4. Growth Inducements	\$ 915				\$ 915	6								1	
5. Unavoidable Significant Adverse Impacts	\$ 635				\$ 635	4								1	
6. Alternatives to the Proposed Project	\$ -6,210				\$ 6,210	30	6		2		4		8	2	
7. Irreversible Environmental Changes	\$ 635				\$ 635	4								1	
8. Report Preparation	\$ 75				\$ 75									1	
Appendices	\$ 140				\$ 140	1								1	
Project Management and Administration	\$ 14,000				\$ 14,000	100									
<b>Subtotal Task 1 (Administrative Draft EIR)</b>	<b>\$ 101,225</b>	<b>\$ 29,000</b>	<b>\$ 31,450</b>	<b>\$ 1,980</b>	<b>\$ 163,655</b>	<b>265</b>	<b>70</b>	<b>80</b>	<b>76</b>	<b>54</b>	<b>112</b>	<b>28</b>	<b>178</b>	<b>43</b>	<b>58</b>
<b>Task 2 Prepare Draft EIR</b>	<b>\$ 20,230</b>	<b>\$ 4,000</b>		<b>\$ 800</b>	<b>\$ 25,030</b>	<b>60</b>	<b>24</b>	<b>16</b>	<b>16</b>	<b>8</b>	<b>16</b>	<b>4</b>	<b>24</b>	<b>6</b>	<b>8</b>
<b>Task 3 EIP Participate in Meetings (5) and Public Hearings (3)</b>	<b>\$ 9,760</b>	<b>\$ 3,500</b>	<b>\$ 3,250</b>	<b>\$ 2,480</b>	<b>\$ 18,990</b>	<b>50</b>	<b>8</b>	<b>8</b>	<b>8</b>						
<b>Task 4 Prepare Responses to Comments/Final EIR</b>	<b>\$ 25,230</b>	<b>\$ 3,000</b>		<b>\$ 1,240</b>	<b>\$ 29,470</b>	<b>60</b>	<b>40</b>	<b>24</b>	<b>12</b>	<b>4</b>	<b>30</b>		<b>24</b>	<b>30</b>	<b>12</b>
<b>Task 5 Prepare Mitigation Monitoring and Reporting Program</b>	<b>\$ 3,240</b>				<b>\$ 3,240</b>	<b>16</b>							<b>10</b>	<b>4</b>	
<b>Total Tasks 1 - 5</b>	<b>\$ 159,685</b>	<b>\$ 39,500</b>	<b>\$ 34,700</b>	<b>\$ 6,500</b>	<b>\$ 240,385</b>	<b>451</b>	<b>142</b>	<b>128</b>	<b>112</b>	<b>66</b>	<b>158</b>	<b>32</b>	<b>236</b>	<b>83</b>	<b>78</b>
Printing Draft and Final EIRs (100 Copies Each)	\$ 4,500				\$ 4,500										
Other Direct Costs (ODCs) @ 5% EIP Labor	\$ 7,984				\$ 7,984										
10% Admin. Fee on ODCs and Subcontractors	\$ 8,868				\$ 8,868										
Subtotal Expenses	\$ 21,353				\$ 21,353										
<b>TOTAL ESTIMATED COST</b>	<b>\$ 181,038</b>	<b>\$ 39,500</b>	<b>\$ 34,700</b>	<b>\$ 6,500</b>	<b>\$ 261,738</b>										
Add contingency work items:					\$ 14,878										
<b>TOTAL ESTIMATED PROJECT COST</b>					<b>\$ 276,616</b>										

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# EIP ASSOCIATES

## HOURLY BILLING RATES AND JOB CLASSIFICATIONS

Principal	\$145 - \$220/hour
Technical Director / Program Manager	\$130 - \$170/hour
Senior Manager / Senior Scientist / Senior Planner / Senior Administrator	\$100 - \$140/hour
Associate Manager / Associate Scientist / Associate Planner / Associate Administrator	\$75 - \$105/hour
Environmental Professional / Planner / Scientist / Administrative	\$55 - \$85/hour
Technician/Analyst / Clerical	\$35 - \$60/hour
Mileage is charged at	\$.375/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, 2004 to March 31, 2005, 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.

September 20, 2004

Mr. Ted Adams  
EIP Associates  
353 Sacramento Street, Suite 1000  
San Francisco, CA 94111

**Subject: Highland Estates EIR – Revised Proposal for Transportation Element**

A00x03-024

Dear Mr. Adams:

DKS Associates is pleased to present this revised proposal to conduct the transportation analysis for the updated Highland Estates EIR in San Mateo County. It is our understanding that the focus of this study will be to update the analysis that was originally performed in 1992 and previously updated in 1996/7.

The scope and budget estimate is based on comments received at the September 9, 2004 scoping meeting, our review of the previous EIR, our knowledge of the study area and our experience in completing many similar projects. DKS will work closely with County staff and associated consultants throughout the project to ensure timely delivery of the best possible product. DKS staff from both our San Jose and Oakland offices will be utilized on this project, ensuring availability of DKS staff for technical tasks as well as meetings and on-site coordination in San Mateo County.

## **SCOPE OF WORK**

The following assumptions were used in preparation of this work scope and budget estimate:

- County staff will review the proposed work scope prior to DKS beginning work on this project. Following any changes to the work scope, DKS will begin analysis only after County staff has approved the technical scope of work.
- County staff will provide an updated list of approved developments and planned developments in the study area for use in the Cumulative Condition traffic and circulation analysis. County staff will also indicate if any of the projects previously included in the “approved/planned” category now exist.



55 South Market Street  
Suite 1040  
San Jose, CA 95113

(408) 292-9411  
(408) 292-9511 fax  
[www.dksassociates.com](http://www.dksassociates.com)

September 20, 2004

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- DKS will request volume data from the County for SR 92 and I-280 in the vicinity of the project. If these data are not available, data from the most recent Caltrans Count Book will be used.
- County staff will provide signal timing and phasing information for each of the intersections being analyzed for this project that is currently signalized or for which there are plans to signalize.
- To assist in the assessment of traffic safety, County staff will provide SWITRS data for the study area for the three most recent years for which the data are available.
- DKS will confirm major analysis assumptions with County staff during the course of the project, including issues such as trip generation, trip distribution, and cumulative analysis.
- DKS will conduct new intersection turning movement counts at the key study area intersections for the weekday A.M. and P.M. peak period.
- DKS will conduct seven 24-hour roadway counts on selected roadways potentially impacted by the proposed project.
- The A.M. peak period is defined to be 7:00 to 9:00 A.M. and the P.M. peak period is defined to be 4:00 to 6:00 P.M.

**Task 1. Data Collection/Field Reconnaissance**

Consistent with the previous EIR, we will analyze the following 12 intersections in this EIR:

1. SR 92 WB Ramps/ Polhemus Road/ Ralston Avenue
2. SR 92 EB Ramps/ Polhemus Road/ Ralston Avenue
3. I-280 NB Ramps/ Bunker Hill Drive
4. Polhemus Road/ Bunker Hill Drive
5. Polhemus Road/ De Anza Boulevard
6. SR 92 WB Ramps/ De Anza Boulevard
7. SR 92 EB Ramps/ De Anza Boulevard
8. Polhemus Road/ Ticonderoga Drive
9. Polhemus Road/ Tower Road
10. Bunker Hill Drive/ Lexington Avenue
11. Polhemus Road/ Crystal Springs Road
12. Polhemus Road/ Timberlane Way



September 20, 2004

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DKS will conduct weekday A.M. and P.M. turning movement counts at each of the twelve existing locations listed above.

The seven 24-hour roadway counts will be conducted as follows:

1. Bunker Hill Drive (east of I-280, west of Bunker Hill School)
2. Bunker Hill Drive (east of Bunker Hill School, west of Polhemus Road)
3. Polhemus Road (north of Bunker Hill Drive, south of Crystal Springs Road)
4. DeAnza Blvd (just east of Bunker Hill Road)
5. Ralston Avenue (south of Polhemus Road, west of SR 92)
6. Ticonderoga Drive (west of Polhemus Road, east of Lexington Avenue)
7. Lexington Avenue (south of Bunker Hill Drive, north of Yorktown Road)

These counts will include two-way traffic for a typical weekday period of at least 24 consecutive hours, so that a roadway traffic volume profile can be obtained for each of these roadways.

DKS staff will conduct a field visit to determine if there have been any changes to the roadway system since the previous transportation analysis was completed and to observe weekday peak period traffic in the project vicinity. In addition to vehicular traffic, DKS will observe pedestrian, bicyclist and transit activity in the area. All of these items will be important when considering access and safety in and around the project.

To determine whether the project will impact traffic operations at Highlands Elementary School, DKS will conduct counts of the number of students dropped off on Bunker Hill Drive. These counts will be conducted in 15-minute increments between 7:15 and 8:15 A.M. The counts will include number of students dropped off, number of vehicles and the maximum queue length.

Parking occupancy counts will be conducted for the Crystal Springs Shopping Center on a weekday from 11:00 A.M. to 2:00 P.M. and from 4:30 P.M. to 7:30 P.M. The counts will be conducted for each 15-minute time period, separated between the front and rear portions of the lot.

## **Task 2. Impact Analysis**

For this project, DKS will use a focused traffic impact model for the study area to analyze intersections and arterial streets, using the TRAFFIX software program. For each intersection analyzed, DKS staff will estimate the level of service using the methods outlined in the 2000 *Highway Capacity Manual*. All critical assumptions will be confirmed with County staff prior to their incorporation into the traffic impact model.

The impact analysis will include the following scenarios:

1. Existing Condition
2. Existing + Project Condition
3. Existing + Project Alternative Condition
4. Cumulative Condition (consisting of study area cumulative developments and the Scenario 2 above).

If necessary, growth rates, link and/or turning movement volumes for the cumulative condition analysis will be gathered from the City/County Association of Governments of San Mateo County (C/CAG) Travel Demand Model.

Based on the data collected and observations made in Task 1, DKS will also examine the following impacts:

- Potential parking impacts at the Crystal Springs Shopping Center;
- Safety and site distance issues, primarily on Bunker Hill Drive and Ticonderoga Drive;
- Pedestrian, bicycle and transit impacts;
- Potential conflicts with queues that form as a result of drop offs at Highlands Elementary School; and
- Construction period transportation impacts.

***Congestion Management Agency Requirements***

Although the proposed project would not generate more than 100 new p.m. peak hour trips, the proposed project is likely to come under review by the City/County Association of Governments of San Mateo County (C/CAG). As such, the traffic study will include an analysis of potential impacts to Routes of Regional Significance (SR 92 and I-280) identified in the Congestion Management Program. Also, potential impacts to transit operations, pedestrian and bicyclist safety will be qualitatively addressed in the traffic and circulation element of the EIR.

***Task 3. Mitigation Measures***

We will update the analysis of the mitigation measures previously identified. This scope assumes that no additional mitigation measures will be required. If additional mitigation

measures are required to alleviate adverse impacts of the proposed project, then DKS will ask for a contract modification and budget amendment at that time.

**Task 4. ADEIR Preparation**

DKS will revise the traffic and circulation element of the ADEIR (to be provided in electronic format by EIP), with appropriate figures and tables to support the text. We will deliver the traffic and circulation element of the ADEIR to EIP Associates.

This workscope and budget estimate assumes that there will be two ADEIR submittals. After receipt of comments on the first ADEIR, a second ADEIR traffic and circulation element will be prepared and delivered to EIP Associates. No new quantitative analysis is assumed as part of the second ADEIR submittal. If additional effort beyond the allocated budget resource is required to complete this task, then DKS will ask for a contract modification and budget amendment at that time.

**Task 5. Response to Comments on Second ADEIR/DEIR Preparation**

DKS will then respond to one set of unified, non-contradictory staff comments on the second ADEIR. No new quantitative analysis is assumed as part of this task. If additional effort beyond the allocated budget resource is required to complete this task, then DKS will ask for a contract modification and budget amendment at that time.

**Task 6. Response to Comments on DEIR/FEIR Preparation**

DKS will respond to public comments on the DEIR. No new quantitative analysis is assumed as part of this task. If additional effort beyond the allocated budget resource is required to complete this task, then DKS will ask for a contract modification and budget amendment at that time.

**MEETINGS**

A total of five (5) meetings are assumed in this work scope and budget estimate, including the scoping meeting of September 9, 2004. This includes meetings with the project sponsor, County staff, associated consultants, and/or public hearings. DKS will gladly attend any additional meetings following receipt of a contract amendment.

## BUDGET

The proposed budget is shown on the budget table. If additional effort is required for any task, we will ask for additional budget at that time and will proceed only after receiving written confirmation.

**Table 1**  
**Estimated Budget by Task**

<b>Task</b>	<b>Cost</b>
1. Data Collection/Field Reconnaissance	\$11,000
2. Impact Analysis	\$12,000
3. Mitigation Measures	\$1,000
4. ADEIR I & II Preparation	\$6,000
5. DEIR Preparation	\$3,000
6. Response to Comments/FEIR	\$3,000
Meetings (5)	\$3,500
<i>TOTAL</i>	<i>\$39,500</i>

Please do not hesitate to call with any questions or if you require further assistance. Thank you for considering DKS for this proposal.

Sincerely,

**DKS Associates**  
A California Corporation



Mark E. Spencer, P.E.  
Principal



Mr. Ted Adams  
EIP Associates  
353 Sacramento St., Suite 1000  
San Francisco, CA 94111  
*Via Email*

September 20, 2004

**Re: Highland Estates, San Mateo, CA/ Photomontages**

Dear Ted:

At your request, I am providing you with this revised scope of work and quote regarding computer-generated photomontages that depict the proposed Highland Estates project within its environmental and neighborhood context. You asked for ten photomontages, and, possibly, additional ones, as viewed from ten or more vantage points. They will be shown in a generalized fashion as "massing" renditions. Yet, street trees will be shown in a photo-realistic fashion. The photomontages will be used in the public review process.

You also asked that one of the ten photomontages be shown for the following development scenarios:

1. Status quo view;
2. Site with graded slopes;
3. Grading with buildings only;
4. Development with new plantings;
5. Development with mature plantings;

In the following, I will outline our qualifications, methodology, products, their associated costs and data requirements.

## **Qualifications**

SQUARE ONE is one of the Bay Area's most recognized producers of architectural photomontages of proposed developments and building projects. We are familiar with site planning and architectural design, and with the public approval process. Our creative and technical work has garnered wide recognition and credibility.

Our visual displays, integrating site photography with computer-generated perspectives, offer an excellent visualization of a project's proposed context, massing and scale, respectively. Our panoramic photomontages can be readily understood and evaluated by Staff, Commissioners and Supervisors, and, generally, by laypersons not trained in planning and design.

I invite you to visit our web site: <http://www.squareoneproductions.com/>

## **Methodology**

EIP will call an on-site meeting with community members, to discuss vantage points. SQUARE ONE, with EIP's guidance, will then photograph views from ten vantage points, with additional sensible variations. We will use a 50 mm lens, because it most closely resembles the experience of the human eye. (Please note that the 50 mm lens does not lend itself to producing panoramic photography, because swiveling on the tripod causes undue distortion of the composite photo. This means that only relatively small sections of the development could be made visible from key community vantage points, such as the retail center.) We will post the site photographs and an index map on our web site, under the following address: [www.squareoneproductions.com/highlandstates](http://www.squareoneproductions.com/highlandstates).

Simultaneously, we will produce digital 3D models of the existing terrain and the proposed grading. The model will encompass street alignments to the extent visible in the respective photomontages and "tree poles" at the trees' proposed heights. We will then superimpose the grading over the terrain (Scenario #2). Furthermore, we will model the proposed structures in a generalized massing fashion.

Subsequently, we will accurately align the digital 3D images with the respective photographic images. We will remove existing elements, as may be specified. Then we will place the proposed buildings and homes on their respective sites and pad elevations and render them in a solid-shaded manner. (Scenario #3) Lastly, we will add street trees in a photo-realistic fashion, i.e. new (Scenario #4) and at maturity (Scenario #5), respectively.

Throughout, we will stay in close touch with you, and post progress renderings on our web site, under: <http://www.squareoneproductions.com/highlandstates>. Thus, you, city staff, consultants and others will be able to share and discuss our progress images.

## Products

Each of the views will be produced in the form of computer files for your reproduction purposes. Optionally, we will be able to provide you with large digital prints, 35 mm or PowerPoint slides, or overhead transparencies.

## Copyright

By law, our computer work is copyrighted to SQUARE ONE, but "flattened files" of final images will be made available for your reproduction purposes. They may not be used by anyone else without our written permission, and may not be used as a basis for graphic changes of any kind.

## Costs

### A.1. Set-Up (One-time charge):

Encompassing meeting on site, data gathering, site photography, photo processing and check prints, uploading on web site, fieldwork, digital 3D terrain and grading modeling, and of proposed structures and visible roads and tree poles, placement of buildings, input of control points and camera points. Client/consultants coordination, administration, related expenses.

24.0 hours, at \$125.00/hour

6.0 hours, at \$125.00/hour (Meeting on site.)

160.0 hours, at \$95.00/hour

\*Expenses: Filmstock, processing, check prints, \$250.00

Lab messengers, \$20.00

SUBTOTAL

- for set-up (A.1)

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\$ 19,220.00

### A.2. Set-Up (One-time charge):

- for one-time Scenarios #2, 3 and 4

\$ 3,800.00

### A.3. Rendering of Ten Photomontages:

#### (Status quo and photomontages)

Encompassing negative scanning, base photo adjustment, uploading on web site, masking, compositing computer images, retouching out specified impediments, additional field work, refinement of street trees.

Client/consultants coordination, administration, related expenses.

12.0 hours, at \$125.00/hour

20.0 hours, at \$125.00/hour

(Two community meetings, including preparation.)

80.0 hours, at \$95.00/hour

\*Expenses: Negative scanning, 10 images, \$60.00

Messengers, \$20.00

SUBTOTAL for rendering of ten photomontages (A.3)

\$ 11,680.00

### **TOTAL PRODUCTION COSTS**

- for ten photomontages as massing renditions,  
including one photomontage as five scenarios

\$ 34,700.00

### A.4. Additional photomontages:

Costs for each additional photomontage

\$ 2,650.00

### A.5. Community meetings and hearings:

Please note: This cost proposal encompasses the above-mentioned meeting times allotted.

Any further meetings would be charged at \$125.00/hour, door to door, including preparation, if necessary.

Additionally required computer work would be charged at \$95.00/hour.

### **Data**

- Area map, encompassing photographic locations;
- Engineering survey of site;
- Topographic map (CAD and paper);
- Grading plan (CAD and paper);
- Aerial photograph, if available, at same scale (CAD and paper);
- Site plan, with proposed public improvements (CAD and paper);
- Architectural plans, elevations and sections, with dimensions (CAD and paper);
- Street tree plans (at planting and at maturity), tree species and heights at desired growth stages.



## **General Conditions**

The proposed professional work and exhibits are presented as reasonable and economical approximations of the visual characteristics of the proposed project, based on data provided. Square One Productions is indemnified and held harmless from any actions arising from their accuracy. Any errors on our part will be corrected as a matter of course. Work performed at client's behest beyond the above-outlined scope of work will be billed as Extra Services at the indicated professional rates.

Thank you for asking us, and please call me if you have any questions.

Sincerely,

Hartmut Gerdes, AICP, Assoc. AIA  
Principal

March 18, 2004  
6871.PRO

EIP Associates  
Attn: Mr. Ted Adams  
353 Sacramento Street, Suite 1000  
San Francisco, CA 94111  
via fax: 415/362-1954

Subject: Proposal for Consulting Services  
Highland Estates Subdivision EIR  
Highland Estates Subdivision, Polhemus Road at Ticonderoga Drive  
San Mateo County, California

Dear Mr. Adams:

We have modified our October 26, 2000 proposal for consulting services for the subject project based on our recent discussions with you, and we appreciate the opportunity to submit our revised proposal to provide engineering geology and geotechnical engineering services to assist EIP in preparing the Soils, Geology, and Seismicity section of the EIR for the subject project. As you know, the undersigned (RHW) provided similar services to EIP on the initial EIR, and is familiar with the proposed project and site soils, geology and seismic issues.

This proposal contains our revised proposed scope work, cost estimate, and schedule to perform the work, and the assumptions we made in preparing our proposal.

#### **SCOPE OF WORK**

We propose to perform our work in several tasks as follows:

**Task 1: Site Reconnaissance**

We will perform one site visit to observe existing site conditions in conjunction with an EIR Team visit.

**Task 2: Peer Review of the Administrative Draft EIR (ADEIR) Section**

We will review the soils, geology, and seismicity and supporting sections of the ADEIR prepared by EIP and submit comments.

**Task 3: Peer Review of the Administrative Final EIR (AFEIR) Section**

We will review the soils, geology, and seismicity and supporting sections of the AFEIR prepared by EIP and submit our comments.

**Task 4: Consultation**

This task includes up to 8 hours of ongoing consultation with EIP and other EIR consultants and with the project geotechnical consultants, as necessary.

**Task 5: Meetings**

This task includes attendance two (2) team meetings and two (2) public hearings.

EIP Associates  
Attn: Mr. Ted Adams  
March 18, 2004  
Page 2

### **COST ESTIMATE**

We propose to complete the scope of work outlined above on a time and expense basis according to our current Schedule of Charges and Terms (attached). Our estimated costs are \$6,500, which we will not exceed without prior authorization.

### **ASSUMPTIONS**

Our ability to complete the scope of work outlined above within the cost estimate and on schedule is based on the following assumptions.

1. We will review the ADEIR (Task 2) and AFEIR (Task 3) and provide to EIP comments, one time each. Additional review, including split reviews, will be performed on request as extra services on a time-and-expense basis.
2. Meetings (Task 5) assume 4 hour each. Additional meetings will be attended on request as extra services on a time-and-expenses basis.

### **SCHEDULE**

We are prepared to begin our work on execution of an agreement between us and are confident that we can meet the project schedule. Please note that because of the limited nature and cost of our services, and the fact that we have no control over the project schedule, we cannot accept a retention clause in the agreement.

We appreciate the opportunity to submit this revised proposal and look forward to again working with you on this project.

Sincerely yours,  
GEOMATRIX CONSULTANTS, INC.

Robert H. Wright, Ph.D., CEG  
Senior Consulting Engineering Geologist

Cynthia L. Egan, PE  
Principal Geotechnical Engineer



## GEOMATRIX CONSULTANTS, INC.

### SCHEDULE OF CHARGES

Effective January 24, 2003

The Schedule of Charges applies to all services provided by and/or through Geomatrix Consultants. Charges for our services are divided into three categories: Personnel, Outside Services, and Equipment Rental/Reimbursables. The schedule of charges may be revised periodically, as conditions require.

#### PERSONNEL:

Personnel charges are for technical work, including technical typing, editing, and graphics involved in the preparation of reports and correspondence and for the time associated with production of such documents. Direct charges are not made for secretarial service, office management, accounting, and maintenance, because these items are included in overhead. Personnel category charge rates for Geomatrix Consultants, Inc. are listed below. Regional and other factors may influence rates charged for certain individuals. Rates for individuals will be provided on request.

<u>PERSONNEL CATEGORY</u>	<u>HOURLY RATE</u>
Principal Engineer/Scientist	\$165 - 275
Senior Consultant	\$165 - 275
Senior Decision Analyst	225 - 300
Decision Analyst	175 - 225
Senior Engineer/Scientist II	150 - 160
Senior Engineer/Scientist I	135 - 145
GIS Programmer/Web Designer II	135
GIS Programmer/Web Designer I	118
Project Engineer/Scientist II	118
Project Engineer/Scientist I	108
Field Engineer	100
Staff Engineer/Scientist II	95
Staff Engineer/Scientist I	88
Senior Technician	80
Field Technician	72
CAD/Graphic Designer	85
Project Assistant	65
Technical Editor	70
Support Staff	48

Time spent in travel in the interest of the client will be charged at hourly rates, except that no more than 8 hours of travel time will be charged in any day. When it is necessary for an employee to be away from the office overnight, actual costs, or a negotiated rate, will be charged for living expenses. A multiplier of 1.15 will be applied to all personnel expenses.

Charges for expert witness services will be at the hourly rates shown. However, for depositions and for court appearances, the rate is twice the amount shown. There will be a 4-hour minimum per-day charge for depositions and an 8-hour minimum per-day charge for court appearances. Special accounting services will be billed at the Support Staff rate.

#### OUTSIDE SERVICES:

Outside services will be charged at cost plus 15%. Common outside items to which this 1.15 multiplier applies include: drilling services, outside laboratory testing, equipment rental, printing and photographic work, special insurance, outside consultants, travel and transportation, vehicle usage, and long-distance communications.

#### REIMBURSABLES:

Black & White Photocopies	\$0.12/sheet
Facsimile copies	\$0.50/page
Specialized Computer Applications	\$25.00/hour
Field equipment, vehicles, specialized reproduction	On request

#### INVOICES:

Invoices will be rendered at least monthly, either as a final or partial billing, and will be payable upon receipt. An additional late payment charge of 1 1/2% per month or the maximum charge allowed by law, whichever is less, will be payable on accounts not paid within 30 days from billing date.

**CONDITIONS:**

Geomatrix will not be liable for damage or injury arising from damage to subterranean structures (pipes, tanks, telephone cables, etc.) which are not called to its attention and correctly shown on the plans furnished to it in connection with Geomatrix's work. Client will furnish right-of-entry and equipment access for Geomatrix to make borings, surveys, and/or explorations. While Geomatrix will operate with reasonable care not to damage property and plants, the cost of repairing any damage not reasonably avoidable is not included in the fee unless otherwise stated.

Geomatrix's services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants performing comparable services under comparable circumstances at the time services are performed under this Agreement. No other representations to Client, express or implied, and no warranty or guarantee not expressly stated herein are included or intended in this Agreement. No statements contained in any report, opinion, document, or otherwise, whether prepared prior to, at the same time, or subsequent to this Agreement, constitute any warranty or guarantee by Geomatrix as to the services performed under this Agreement.

Geomatrix shall, to the fullest extent permitted by law, indemnify, defend and hold harmless Client, its affiliates and their respective directors, officers, employees and agents from all claims and actions, losses and attorneys' fees ("Losses") arising from Geomatrix's negligence or intentional misconduct in the performance of services pursuant to this Agreement, but only to the extent Geomatrix's negligence or intentional misconduct caused such Losses. Client shall, to the fullest extent permitted by law, indemnify, defend and hold harmless Geomatrix, its affiliates and their respective directors, officers, employees, agents and subcontractors from and against all Losses either (a) arising from Client's negligence or intentional misconduct or (b) based on, or arising out of, damages or injuries to persons or property caused by, or arising out of, any hazardous and/or toxic substances present at the site.

To the fullest extent permitted by law and notwithstanding anything in the preceding paragraph to the contrary, the total cumulative liability of Geomatrix and its affiliates and their respective directors, officers, employees, agents, and subcontractors to Client and all third parties with respect to services performed or to be performed pursuant to this Agreement, whether for breach of contract, warranty, indemnity, contribution, tort, design defect, or otherwise, shall not exceed 100% of the gross compensation actually received by Geomatrix

under this Agreement or \$50,000, whichever is greater; provided however, for any damage caused by acts or omissions other than professional negligence, such liability shall not exceed the available coverage under Geomatrix's commercial general and automobile liability insurance coverage. Neither party shall be liable to the other party for special, incidental, consequential, or penal losses or damages, even if the parties have been advised of the possibility of such damages. The foregoing limitations shall apply to all actions of any character, whether in law or equity and whether sounding in contract, indemnity, contribution, warranty, tort, design defect, or otherwise. Client shall notify its contractors and their subcontractors of the foregoing limitations of liability and obtain, for the benefit of Geomatrix, their agreement to the foregoing limitations of liability.

Client shall have the right to use the materials resulting from Geomatrix's efforts on the project (the "Materials") only for purposes expressly contemplated in this Agreement. The Materials shall not be used by Client for other projects, for additions to the subject project, for any portions of the project following any termination of Geomatrix, or for completion of the project by others (unless Geomatrix is in material breach of this Agreement), except by agreement in writing. Client agrees to indemnify, defend, and hold harmless Geomatrix against all losses resulting from any use of the Materials not expressly authorized by this Agreement.

In the event of any dispute, action, or proceeding between Client and Geomatrix arising from this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and expenses. Any action by Client against Geomatrix relating to services hereunder shall be brought not later than one year following the earlier of termination or completion of Geomatrix's services. In the event of a civil action between the Client and Geomatrix, the parties knowingly and willingly waive, to the fullest extent permitted by law, any right to a trial of such action by a jury.

Geomatrix and Client intend to submit disputes to alternative dispute resolution procedures. In the event of a dispute between Geomatrix and Client arising in connection with this Agreement, Geomatrix and Client shall make good faith efforts to agree on an alternative dispute resolution procedure to resolve the dispute. The cost of such procedure (excluding each party's attorneys' fees and expenses) shall be divided equally among the parties to the dispute.

All provisions under the heading "CONDITIONS" shall survive termination or completion of this Agreement.