

**SECOND AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
ENVIRONMENTAL SCIENCE ASSOCIATES FOR THE PREPARATION OF
DRAFT AND FINAL ENVIRONMENTAL IMPACT REPORTS
FOR THE PILARCITOS QUARRY PROJECT**

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Environmental Science Associates, hereinafter called "Contractor."

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

WHEREAS, the parties entered into an Agreement for the preparation of Draft and Final Environmental Impact Reports for the Pilarcitos Quarry Project on March 7, 2006; and

WHEREAS, the parties amended this Agreement on May 15, 2007 to extend the term from May 31, 2007 to June 30, 2008; and

WHEREAS, the parties wish to further amend this Agreement to increase the maximum amount payable thereunder by \$39,829 from \$318,265 to \$358,094 and extend the term from July 1, 2008 to June 30, 2009.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3 of the Agreement is amended in its entirety to read as follows:
 3. **Payments** In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor as specified herein and in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed Three Hundred Fifty-Eight Thousand Ninety-Four Dollars and No Cents (\$358,094).
2. A new Exhibit "D," a copy of which is attached hereto and incorporated by reference into the Agreement, is added to the Agreement, which exhibit includes an added Scope of Work.
3. Section 4 of the Agreement is amended in its entirety to read as follows:

4. **Term and Termination** Subject to compliance with all terms and conditions, the term of this Agreement shall be from March 7, 2006 to June 30, 2009.

This Agreement may be terminated by Contractor, the Director of Community Development or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

2. All other terms and conditions of the Agreement dated March 7, 2006 between the County and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

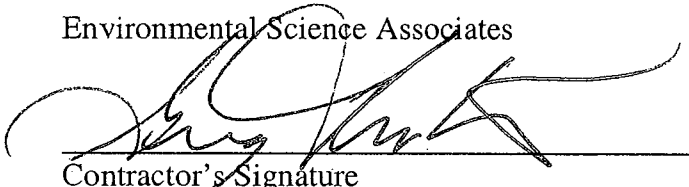
By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Environmental Science Associates



Contractor's Signature

Date: 9/10/08

ADDENDUM TO SCOPE OF WORK

Subtask 5.1. Additional Alternatives Analysis

Per our prior meeting with County staff and the applicant, the alternatives section of the EIR will include analysis of the following alternatives:

1. No Project Alternative
2. Applicant's Alternative 1
3. Applicant's Alternative 2
4. Reduced Project Alternative (as described in the ADEIR)

As discussed at the meeting, alternatives analysis will provide more detail than is customary in an EIR. Alternatives 1,2 and 4 represent reductions in mining area relative to the project as proposed, and the alternatives analysis will compare the severity of impacts of each of these alternatives with the project. Alternative 3, however, would involve mining of additional area not previously proposed, including an area mapped as an ESHA. Analysis of this alternative will, therefore, require new analysis beyond a mere comparison. ESA proposes to conduct primarily a qualitative analysis in which we would generally assess the range and severity of impacts of this alternative, and compare them to those of the project as proposed. This would include additional evaluation by Balance Hydrologics and Paul Seidelman regarding hydrologic and geotechnical issues, respectively. It is possible that additional environmental documentation would be required to approve this alternative in lieu of the project as proposed.

Subtask 5.2. Respond to County Comments, Update, and Complete Other Sections

Our request to amend the contract includes additional budget to cover other tasks not anticipated in the original scope of work necessary to complete the Draft EIR. Nearly one full year has passed since submittal of the Administrative Draft EIR, and the document will have to be reviewed and updated to ensure that it is consistent with the current regulatory environment and physical setting, including the current status of the processing of the application for the initial expansion area. We have not yet received written comments from the County on the Administrative Draft EIR, but anticipate that comments will be forthcoming. We will also update the Air Quality section to reflect current CEQA standards of practice for greenhouse gas emissions and climate change analysis.

Upon completion of these subtasks, ESA will submit a second Administrative Draft EIR for County review.