

**FIRST AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
IMPACT SCIENCES, INC.**

THIS FIRST AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Impact Sciences, Inc., hereinafter called "Contractor."

WITNESSETH

**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 environmental consulting services for the preparation of Draft and Final Environmental Impact Reports (EIR) for the Ticonderoga Subdivision Project on February 27, 2007 (the "Agreement"); and

**WHEREAS**, the parties wish to amend the Agreement to increase the maximum amount payable thereunder by \$57,580 from \$114,305 to \$171,885 and extend the term from July 1, 2008 to December 31, 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 One Hundred Seventy-One Thousand Eight Hundred Eighty-Five Dollars and No Cents (\$171,885).
2. Original Exhibits "A" and "B" are replaced in their entirety with Exhibits "A" and "B" attached hereto, which are incorporated herein by reference.
3. A new Exhibit "E," 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, Cost Amendment Table, and Schedule Addendum.
4. 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 February 27, 2007 through December 31, 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 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. 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.

5. All other terms and conditions of the Agreement dated February 27, 2007 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

Impact Sciences, Inc.

\_\_\_\_\_  
Contractor's Signature

Date: \_\_\_\_\_

### Exhibit "A"

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following services:

Contractor shall complete the preparation of an Environmental Impact Report for the Ticonderoga Project. A Complete Scope of Work and Tables of Budget and Schedule are included in Exhibits "C," "D," and "E."

### Exhibit "B"

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the fee schedule contained in Exhibits "D" and "E" to this Agreement, which are incorporated herein by reference.

County shall monitor the work submitted by the Contractor to ensure to the satisfaction of the Director of Community Development that the work quality and quantity meet the expectations and schedule outlined in Exhibits "C," "D," and "E."

County will pay Contractor within thirty (30) days of receipt of a monthly invoice from Contractor itemizing the work done and using the billing rates indicated in Exhibits "D" and "E."

In no case shall the total amount payable under this contract exceed \$171,885 without prior written consent of County in the form of an amendment to this Agreement.

## Addendum to Scope of Work

### Additional Services

#### *Task 1: Evaluation of Additional Environmental Topics in the EIR*

Pursuant to Task 3 of the SOW, Impact Sciences has prepared the Initial Study for the Highland Estates project. During preparation of such document, it was determined by County staff that certain topics should be discussed in the EIR, rather than scoped out at the Initial Study level as anticipated in our contracted SOW. These topics include the following: construction-related air quality emissions; construction-related noise levels; risk associated with wildland fires; and potential project-related traffic impacts. These topics were identified in the Initial Study as potentially significant and will need to be discussed in the EIR.

Impact Sciences recommends that these topics be combined into one chapter of the EIR and evaluated with enough information to provide a sound conclusion, but not at a level of detail presented for other EIR topics (i.e., visual resources, biology, and geology). To achieve this task, Impact Sciences proposes that a traffic impact report be prepared to quantify project-related impacts with the project. Fehr & Peers Traffic Consultants has provided a scope of work for a traffic impact report, which is appended to this letter. The cost for this effort, as well as the work effort to include an evaluation of construction-related air and noise impacts and wildland fires in the EIR, is provided below in **Table 1, Costs for Task1: Evaluation of Additional Environmental Topics in the EIR.**

Table 1, Costs for Task 1: Evaluation of Additional Environmental Topics in the EIR			
Employee/Position	Hours	Rate	Costs
Principal In Charge	4	\$220.00	\$880.00
Project Manager	12	\$145.00	\$1,740.00
Project Planner	40	\$100.00	\$4,000.00
<b>Subtotal</b>			<b>\$6,620.00</b>
<b>Traffic Impact Analysis</b>			
Fehr and Peers			\$13,500.00
Impact Sciences Markup (10%)			\$1,350.00
<b>TOTAL</b>			<b>\$21,470.00</b>

#### *Task 2: Environmental Analysis for the Rezoning of Parcel R-E/SS-107 and Revised Application*

The contracted SOW includes the evaluation of potential environmental impacts

for a project that would subdivide an approximately 99-acre parcel, into nine lots, and a reminder parcel. As part of the project, eight lots would be developed with single-family homes at a density of 2.46 units per acre and one approximately 84-acre lot would be designated for open space.

Since the commencement of the environmental document process for this project, the County of San Mateo re-zoned a 12-acre portion of the 99-acre parcel site to 11.78 acres of Resource Management (RM) and 9,000 square feet as Medium-Low Density Residential (R-1/S-81). This re-zoning would allow the development of two homes. The RM portion of the parcel would remain as open space.

Additionally, prior to the start of this project, the applicant had secured the certification of an approximately 2,200 square-foot parcel located along Bunker Hill that is zoned R-1/S-8.

The development rights of this parcel are currently proposed to be transferred to the area at the terminus of Cowpens Way, allowing for the development of one additional single-family home. The evaluation of these three new homes to potentially impact the physical environment is not currently included in our contracted SOW. Below is a summary of the tasks that are required to include three new homes in the project's EIR.

- *Task 2.1 Update the EIR Project Description.* Impact Sciences will update the project description to describe the new zoning for the 12-acre portion of the parcel, and provide a quantitative description of the homes.
- *Task 2.2 Review and Update of the Analysis Included in the Initial Study.* Impact Sciences would review the Initial Study to evaluate whether the addition of these homes would create a new impact or increase the severity of an impact disclosed in that document. Public service and utility providers will be contacted by phone to determine whether the three new homes would change the conclusions presented in the Initial Study. Additionally, a site survey will need to be conducted on the R-1/S-81 site and at the terminus of Cowpens Way to confirm the presence of any undocumented cultural resources. A summary of this evaluation and the results will be included in the introduction section of the EIR.
- *Task 2.3 Provide Additional Environmental Analyses.* The addition of the three new homes will require additional environmental analyses in the EIR. The topics that will require additional work include aesthetics, biological resources, and geology.
  - Aesthetics. Impact Sciences will evaluate the potential impacts to aesthetic resources for the new homes following the tasks identified in the contracted SOW. Additionally, the cost for the preparation

of two visual simulations is provided below in **Table 2, Costs for Task 2: Environmental Analysis for the Parcel Rezone and the Revised Application.**

- **Biological Resources.** A field visit will be conducted by a wildlife biologist and botanist to assess the current condition of biological resources present and the potential of special-status resources to occur on the 12-acre portion of the parcel. Pacific Biology will evaluate the potential impacts to biological resources as a result of the new homes pursuant to the tasks identified in the contracted SOW.
- **Geology and Soils.** A site reconnaissance will be conducted by a staff geologist to assess the geological conditions of the 12-acre portion of the site. Questa Engineering will peer review the geotechnical investigation and any other geologic information prepared for that parcel. The relevant contents of the reports will be summarized and included in the EIR. The Geology and Soils section will be expanded to include the addition of the two identified lots.
- **Other Sections.** Other sections of the EIR, including alternatives, Impacts Found Not to be Significant, Growth-Inducing Impacts, and Other CEQA Considerations will be expanded to include the development of three homes on the 12-acre portion of the parcel.

The costs associated with these additional services are present in **Table 2, Costs for Task 2: Environmental Analysis for the Parcel Rezone and Revised Application** below.

<b>Table 2, Costs for Task 2: Environmental Analysis for the Parcel Rezone and Revised Application</b>			
<b>Employee/Position</b>	<b>Hours</b>	<b>Rate</b>	<b>Costs</b>
<b>Task 2.1 Update the EIR Project Description</b>			
Project Manager	1	\$145.00	\$145.00
Staff Planner	4	\$100.00	\$400.00
<b>Subtotal</b>			<b>\$545.00</b>
<b>Task 2.2 Review the Initial Study</b>			
Project Manager	4	\$145.00	\$580.00
Staff Planner	8	\$100.00	\$800.00
<b>Subtotal</b>			<b>\$1,380.00</b>
<b>Task 2.3 Provide Additional Environmental Analyses</b>			
<b>Aesthetics</b>			
Principal In Charge	1	\$220.00	\$220.00

<b>Table 2, Costs for Task 2: Environmental Analysis for the Parcel Rezone and Revised Application</b>			
<b>Employee/Position</b>	<b>Hours</b>	<b>Rate</b>	<b>Costs</b>
Project Manager	1	\$145.00	\$145.00
Staff Planner	4	\$100.00	\$400.00
Visual Simulation			\$8,000.00
<b>Biological Resources</b>			
Pacific Biology			\$1,800.00
Impact Sciences Markup (10%)			\$180.00
<b>Geology and Soils</b>			
Questa Engineering			\$2,500.00
Impact Sciences Markup (10%)			\$250.00
<b>Other Sections</b>			
Principal In Charge	2	\$220.00	\$440.00
Project Manager	8	\$145.00	\$1,160.00
Staff Planner	16	\$100.00	\$1,600.00
<b>Subtotal</b>			<b>\$16,695.00</b>
<b>TOTAL</b>			<b>\$18,620.00</b>

### ***Task 3: Additional Geotechnical Investigation***

As a result of the scoping comments received on the NOP/Initial Study, the County determined that additional geotechnical investigation is needed. Impact Sciences solicited a proposal from Treadwell & Rollo, a reputable geotechnical firm that has extensive experience with hillside development. Based on their understanding of the project and discussions with Cornerstone (geotechnical consultant for the applicant), they are recommending that the following tasks be conducted:

- Review of the previously submitted Lowney and Associates report and other available reports and data;
- Review of County and independent peer review letters submitted for the project;
- Further consultation with County personnel and representatives from Cotton Shires and Associates as appropriate to gain a full understanding of their concerns;
- Site reconnaissance and geologic mapping of the site;
- Preparation of four to five cross-sections for use in our analyses and for data presentation;
- Quantitative slope stability analysis of the proposed site conditions based on current design concept, utilizing published soil strength data and

strength data from prior studies as appropriate; and

- Prepare a geologic report including findings on: site and regional geology seismicity; geologic hazards that could affect the proposed improvements; recommendations for site grading; recommendations for measures to mitigate specific geologic hazards that could impact the project; recommendations for site surface and subsurface drainage improvements.

The total cost to perform this work is \$17,490 (including subconsultant markup).

**Total Cost and Schedule**

As shown in **Table 3, Summary of Costs for Additional Services** a total additional budget of \$57,580 is needed through the publication of the Draft EIR to provide additional services to the County for the Highland Estates EIR.

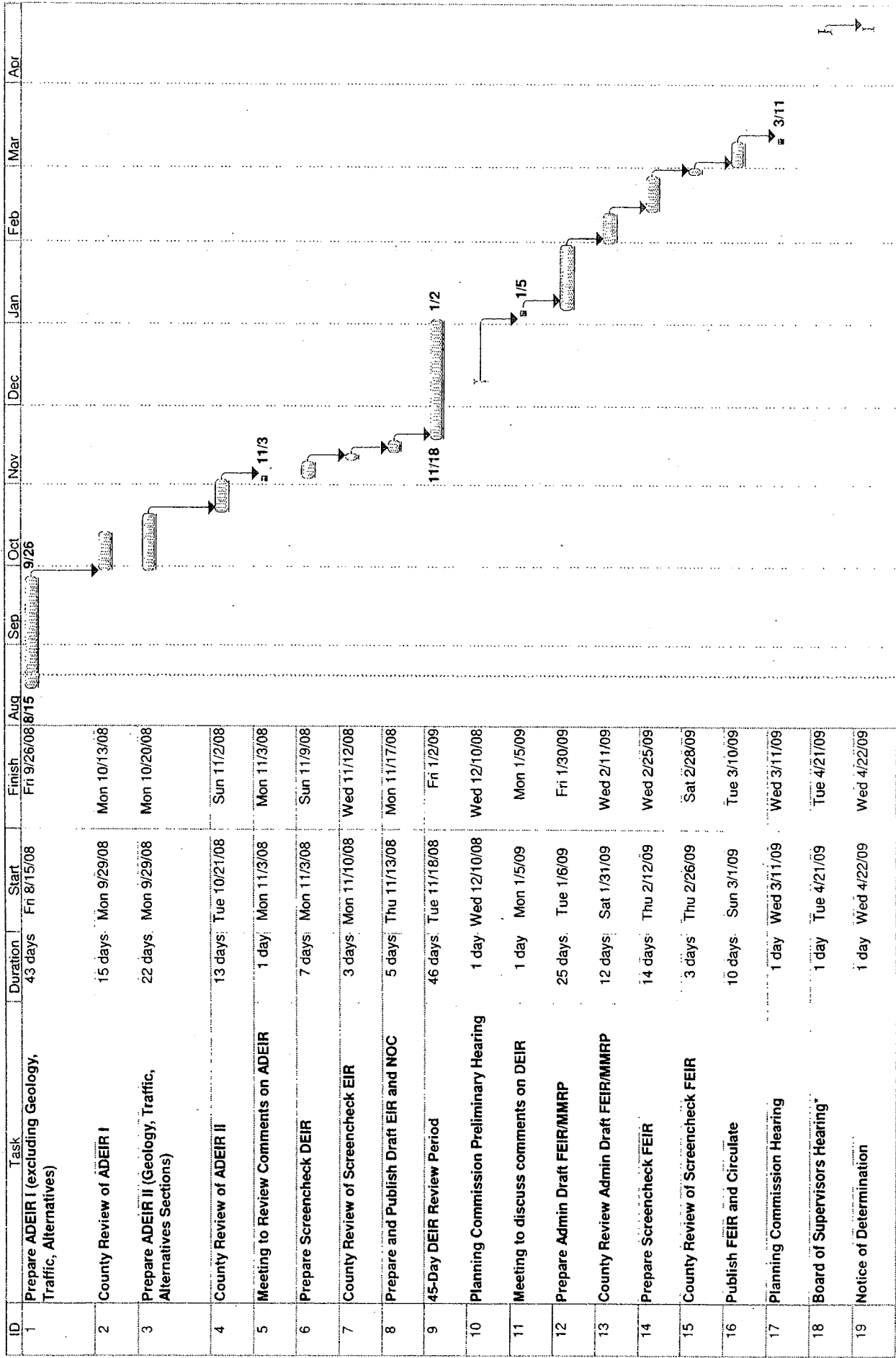
Table 3, Summary of Costs for Additional Services	
Firm	Costs
<b>Impact Sciences</b>	<b>\$20,510</b>
<b>Fehr and Peers</b>	\$13,500.00
<i>Impact Sciences Markup (10%)</i>	\$1,350.00
<b>Subtotal</b>	<b>\$14,850.00</b>
<b>Pacific Biology</b>	\$1,800.00
<i>Impact Sciences Markup (10%)</i>	\$180.00
<b>Subtotal</b>	<b>\$1,980.00</b>
<b>Questa Engineering</b>	\$2,500.00
<i>Impact Sciences Markup (10%)</i>	\$250.00
<b>Subtotal</b>	<b>\$2,750.00</b>
<b>Treadwell and Rollo</b>	\$15,900.00
<i>Impact Sciences Markup (10%)</i>	\$1,590.00
<b>Subtotal</b>	<b>\$17,490.00</b>
<b>TOTAL</b>	<b>\$57,580.00</b>

**Schedule**

We have estimated that we can provide a complete Administrative Draft EIR within nine weeks of notice to proceed (see attached schedule). Due to the schedule of the technical studies to be prepared, Impact Sciences proposes to submit the Administrative Draft EIR in two phases. The first submittal would be submitted within six weeks and would include all sections of the EIR except the Geology and Soils section, the traffic analysis, and alternatives section. While County review of this deliverable is being conducted the remaining sections will be prepared. The remaining sections would be submitted three weeks after the first submittal.



# Highland Estates Project EIR Schedule



\* Date is approximate