

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
PHILLIP WILLIAMS AND ASSOCIATES, LTD.**

THIS AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND PHILLIP WILLIAMS AND ASSOCIATES, INC. ("Agreement"), is entered into this 16th day of December, 2008, by and between the County of San Mateo, hereinafter called "County," and Phillip Williams and Associates, Ltd., 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;

WHEREAS, on January 9, 2007, the parties entered into an Agreement for preparation of Design Plans and Specifications, environmental review and permits for the Coyote Point Promenade project; and

WHEREAS, the parties wish to amend the Agreement to prepare Design Plans and Specifications, environmental review and secure permits for the Coyote Point Promenade project.

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

1. Section 5.3 of Exhibit A – scope of services of the Agreement is amended to add the following elements that the Contractor shall include in the Final Design Plans and Specifications in Phase 2 of the project:
 - a new shoreline alignment and beach along the eastern half of the shoreline. The shoreline realignment entails excavation and off haul or re-use of the fill;
 - improved windsurfer access has been added as a design component on the western shore, consisting of an articulated block mat overlay of an engineered rock revetment;
 - retrofitting of the remaining eastern parking lot using storm water pollution prevention best management practices such as vegetated drainage ways.

2. Section 6 Proposed Timeline for Phase 2 of Exhibit A (page 15) of the Agreement is replaced with a new Section 6 Proposed Timeline for Phase 2, as described on Exhibit 1 attached hereto and incorporated by this reference. The amended timeline provides for an end date of July 30, 2009, rather than January 9, 2009.

3. Exhibit B Section 7 - Costs by Task in Phase 2 (page 2) of the Agreement will be replaced by a new Section 7 – Costs by Tasks in Phase 2, attached and incorporated by this reference as Exhibit 2, to increase the total estimate for Phase 2 by \$29,799 to cover the additional scope items described in Exhibit 1.
4. Exhibit A Section 5.4 TASK 4: CEQA AND PERMITTING will be added as indicated below:

As lead agency the County Parks Department will sign, and submit all documents and pay all CEQA document filing fees.

5.4.1 Permitting

Several scope items will be removed from the permitting task from the original agreement. First, based on discussions with the CA Department of Fish and Game and existing conditions within the promenade work area, a separate approval will not be needed from the California Department of Fish & Game, and therefore this permit application is not scoped.

5.4.2 Development of CEQA Mitigation Measures

Development of mitigation measures in support of a Negative Declaration (ND) or Mitigated ND will be removed from the permitting scope for subcontractor H.T. Harvey & Associates, but remains in the CEQA scope to be performed by TRA Environmental Services. H.T. Harvey & Associates will not attend team meetings. The revised scope of services by H.T. Harvey & Associates that are being provided to Philip Williams and Associates is attached in Exhibit 3 to replace that approved in the original contract.

5.4.3 CEQA

TRA Environmental Sciences, on behalf of Phillip Williams and Associates, Inc., scope of services will be replaced to clarify that they will prepare an Initial Study with mitigation measures, with San Mateo County Parks as the lead agency, and if appropriate, County Parks will prepare and process a Mitigated Negative Declaration and a Notice of Completion. County Parks will submit all documents to the State Clearinghouse. The TRA Environmental Services scope is attached in Appendix 1.

4. Attachment I, IP- Intellectual Property Rights is added to the Agreement and incorporated by this reference.
5. All other terms and conditions of the agreement dated January 9, 2007, between the County and Contractor shall remain in full force and effect unless expressly amended herein.

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

COUNTY OF SAN MATEO

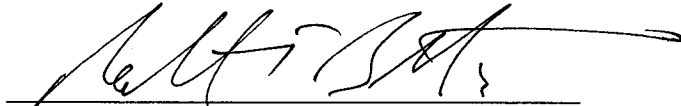
By: _____
Director, Department of Parks, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Bob Battalio, Principal
Phil Williams and Associates, Ltd.
550 Kearny Street, Suite 900
San Francisco, CA 94108



Contractor's Signature

Date: Dec 18, 2008

EXHIBIT 1

6. PROPOSED TIMELINE FOR PHASE 2

The scope of services for Phase 2 shall be completed by the end of July 2009. This assumes County review of deliverables within one (1) month of submittal of draft reports and drawings and the ability to schedule meetings on time.

The breakdown of specific deliverables is as follows:

Preliminary Design Report	end December 2008
County Parks review	end January 2009
65% completion	end March 2009
County Parks review	end April 2009
90% completion	end May 2009
County Parks review	end June 2009
Final	end July 2009

EXHIBIT 2**7. COSTS BY TASK IN PHASE 2**

The total fee estimate for Phase 2 of the project is \$109,474. The original fee estimate in the Agreement dated January 9, 2007, was \$79,675. Hence, this amendment to the budget for Phase 2 of the project is \$29,799 to cover the additional scope items described in Exhibit 1.

The actual distribution of charges may differ but PWA will not exceed the total estimate fee without authorization. PWA will invoice monthly for labor and expenses incurred according to PWA's standard rate schedule in effect at the time the work is performed. PWA's standard rate schedule (updated for 2008) is attached. Different than indicated in the standard rates schedule, expenses including subconsultants will be subject to a 10% administrative charge (rather than the standard 15%).

The attached table provides a breakdown of the individual costs per task.

Task	PWA	T&R	HTH	TRA	TOTAL
1 Subsurface Exploration					
Geotechnical Investigation	\$ 1,243	\$9,500	\$ -		\$ 10,743
2 Preliminary Detailed Design					
Preferred Detailed Design	\$ 7,520	\$ -	\$ -		\$ 7,520
Preliminary Design Report	\$ 7,800	\$ -	\$ -		\$ 7,800
3 Design Plans and Specifications					
65% Completion	\$24,410	\$ -	\$ -		\$ 24,410
90% Completion	\$22,440	\$ -	\$ -		\$ 22,440
100% & Final	\$ 3,680	\$ -	\$ -		\$ 3,680
4 Permitting / CEQA	\$ 1,235	\$ -	\$ 8,752	\$12,608	\$ 22,595
5 Client Meetings	\$ 4,290	\$ -	\$ -		\$ 4,290
10% Overhead on Subconsultants	\$ 3,086	\$ -	\$ -		\$ 3,086
Reimbursables	\$ 2,910				
TOTAL	\$78,614	\$9,500	\$ 8,752	\$12,608	\$ 109,474

H.T. Harvey & Associates will prepare and process the necessary permits from the regulatory agencies for a fee not to exceed \$8,752.

SUBCONSULTANT PROPOSALS

H.T. Harvey & Associates Scope of Services for Permit Assistance for:

PHASE 2 OF COYOTE POINT RECREATION AREA PROMENADE ENHANCEMENTS

HTH PPN 4869

Permitting: H.T. Harvey & Associates will prepare and process the necessary permits from the regulatory agencies. The shoreline protection improvements will require approvals from three resource/regulatory agencies; the U.S. Army Corps of Engineers (Corps), Regional Water Quality Control Board, and Bay Conservation and Development Commission (BCDC). We understand that the County is to prepare the CEQA clearance document for the project. This approval is an important requirement of the two state resource agencies from which permits are needed.

The project is a good candidate to be permitted *via* the Joint Aquatic Resources Permit Application (JARPA) process. The JARPA permit application is designed to replace individual applications for ten state, regional, and national agencies. Alternatively, the various agencies may request that separate permit application packages be prepared for the work. Thus, task assumes that either the JARPA process will be used for the project, or that the Corps will authorize the work under an existing Nationwide Permit (and thus not require an Individual Permit with associated 404(b) (1) Alternatives Analysis), and BCDC will approve the work as part of an Administrative Permit (and not require a Major Permit). We also assume that the work will not affect special-status species. Impacts to these species would complicate the permitting phase beyond the current scope as it would involve a separate permit action with the U.S. Fish & Wildlife Service through a Section 7 Consultation. All fees associated with the permit applications are to be paid by the County.

H.T. Harvey & Associates will prepare and process the necessary permits from the regulatory agencies for a fee not to exceed \$8,752.



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Menlo Park, CA 94025-3472
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August 20, 2008

Mr. David Brew
Philip Williams & Associates, Ltd.
550 Kearny Street, Suite 900
San Francisco, CA 94108

Re: Scope of Work for Coyote Point Beach Front Promenade Geotechnical Repair Project Initial Study/Mitigated Negative Declaration (IS/MND)

Dear Mr. Brew:

TRA Environmental Sciences has revised our scope of work and cost estimate for the Coyote Point Beach Front Promenade Geotechnical Repair Project IS/MND (dated June 9, 2008) to reflect changes discussed between PWA and Sam Herzberg. The County of San Mateo will be responsible for preparing the Mitigated Negative Declaration (MND) and the Notice of Completion and then submitting all documents to the State Clearinghouse. The County will also prepare the Mitigation Monitoring Plan. TRA will provide the Initial Study (IS) to the County in an electronic format (MSWord or pdf) for document production. The County will be responsible for printing the requisite number of document copies for State Clearinghouse and County use. These tasks and their associated expenses have been removed from our scope of work.

As a result, TRA will prepare the Initial Study document for a cost not to exceed \$12,608. A breakdown of these costs is presented in the attached table.

TRA looks forward to working with you on this project. If you have any questions regarding this scope of work, please do not hesitate to call me at 650-327-0429 ext. 71.

Sincerely,

A handwritten signature in cursive script that reads "Kate Werner". The signature is written in black ink and is positioned above the typed name.

Kate Werner
Senior Associate

Coyote Point Recreation Area						
Beach Front Promenade Geotechnical Repair Project Initial Study						
TRA Scope of Work – August 20, 2008						
	Program Director	Senior Assoc. III	Assoc. IV	Graphics	Support I	TRA Total
<i>Billing Rate</i>	\$135	\$125	\$85	\$73	\$58	
Task						
1. Background Material Review		4				4
2. Admin. Draft Initial Study						
Introduction		2				2
Project Description		16		8		24
IS Checklist/Responses		14	40			54
Document Production		6			10	16
Client Communication/Admin	2	4			2	8
Quality Control/Review	6					6
3. Public Initial Study						
Revise admin draft IS		6			6	12
TRA TOTAL HOURS	8	52	40	8	18	126
TRA TOTAL COST	\$1,080	\$6,500	\$3,400	\$584	\$1,044	\$12,608

Attachment IP – Intellectual Property Rights

1. The County of San Mateo (“County”), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively “Vendors”) for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.
2. “Work Products” are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.
3. Contractor shall not dispute or contest, directly or indirectly, the County’s exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting County’s titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.
4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.
5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be “work-made-for-hire” or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County’s titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.
6. Contractor agrees that before commencement of any subcontract work it will incorporate this Schedule I to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such

that the County's titles, rights, and interests in Work Products are preserved and protected as intended herein.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 11/05/08
PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090 David C. Eckman	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.	
INSURED Philip Williams & Associates, Ltd. 550 Kearny Street, Suite 900 San Francisco, CA 94108-2522	INSURERS AFFORDING COVERAGE	
	INSURER A: The Travelers Indemnity Co of CT	
	INSURER B: Travelers Property Casualty Co. of A	
	INSURER C: American Automobile Ins. Co.	
	INSURER D: Liberty Insurance Underwriters, Inc.	
	INSURER E: Property & Casualty Ins Co of Hartfo	

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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	6804866L448	09/01/08	09/01/09	EACH OCCURRENCE	\$1,000,000
					FIRE DAMAGE (Any one fire)	\$300,000
					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
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	57UECUP9710	09/01/08	09/01/09	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
					AUTO ONLY - EA ACCIDENT	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
B	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	CUP7169Y042	09/01/08	09/01/09	EACH OCCURRENCE	\$1,000,000
					AGGREGATE	\$1,000,000
						\$
						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WZP80963958	07/01/08	07/01/09	<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 Liability	AEE1973670108	09/07/08	09/07/09	\$2,000,000 per Claim \$2,000,000 Annl Aggr.	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
GENERAL LIABILITY POLICY EXCLUDES CLAIMS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES.
FOR PROPOSAL PURPOSES ONLY

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____	CANCELLATION
=====SAMPLE CERTIFICATE=====		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 TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
		AUTHORIZED REPRESENTATIVE 