

REPORT

To the Honorable Mayor and City Council
From the City Manager

January 26, 2009

SUBJECT

Amendment to an Agreement for Professional Environmental Consulting Services

RECOMMENDATION

Approve by motion Amendment No. 2 to the Agreement with Impact Sciences, Inc. for professional environmental consulting services for the Finger Avenue Subdivision project not to exceed \$28,850.

BACKGROUND

A developer has filed applications for a Planned Development Permit, a Vesting Tentative Subdivision Map, and a Cordilleras Creek Setback Permit seeking approval to re-subdivide three lots into a nine-lot single-family detached subdivision at 50, 80, and 88 Finger Avenue. Although an initial contract was approved by the City to conduct the environmental work in 2007, there have been numerous additional meetings, preparation of reports, and additional work necessary due to special exceptions sought by the developer, site constraints, and neighborhood comments and concerns. The City executed an Amendment No.1 to the original agreement and staff now wishes to execute Amendment No. 2 to conduct additional work.

A brief history of this contract and associated amendments is summarized below:

- July, 2007: Original Contract for \$46,835
- July, 2008: Amendment No.1 for \$12,460 to conduct more analysis, attend more meetings, and review additional documents
- January, 2009: Proposed Amendment No. 2 for \$20,850 (totaling \$28,850 with contingency fund) to complete environmental work, respond to comments, and participate in more meetings and discussion

Amendment No. 2 has a cost of \$28,850 which includes an optional contingency fund of \$8000. Staff recommends that the City Council approve the agreement not to exceed \$28,850.

ALTERNATIVE

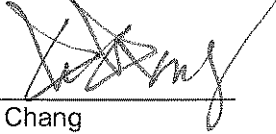
Do not authorize execution of an agreement with Impact Sciences, Inc. The environmental process will therefore not be completed and the project cannot move forward.

FISCAL IMPACT

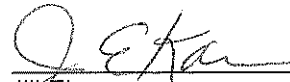
Amending this contract will result in no fiscal impact to the City. The project applicant will pay for all costs associated with the additional environmental work.



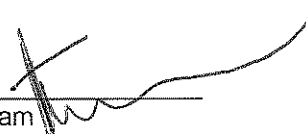
Tom Passanisi
Principal Planner



Chu Chang
Acting Community Development Director



Jill Ekas
Planning Manager



Peter Ingram
City Manager

ATTACHMENTS

1. Proposed Amendment No. 2 to the Agreement for Professional Environmental Consulting Services

RELATED DOCUMENTS IN CITY CLERK'S OFFICE

None

**AMENDMENT NO. 2 TO AGREEMENT FOR CONTRACT PLANNING SERVICES
(Impact Sciences, Inc.)**

This Amendment No. 2 is entered into and effective as of the ____ day of _____, 2009, amending the agreement dated July 25, 2007 (the "Agreement") by and between the City of Redwood City, a charter city and municipal corporation ("City"), and Impact Sciences, Inc., ("Consultant") (collectively, the "Parties") for Finger Avenue Subdivision.

RECITALS

A. On July 1, 2008, the Parties executed Amendment No. 1 to the Agreement to process and manage the Finger Avenue Subdivision Project; and

B. The Parties desire to alter the Agreement's scope of work to complete the Initial Study/Mitigated Negative Declaration; and

C. The Parties have negotiated and agreed to a supplemental scope of work and fee schedule, which is attached to and incorporated by this reference as Exhibit "A," Scope of Services and Fee.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. In addition to those services contained in the Agreement, as may have been amended from time to time, Consultant will provide those services described in Exhibit "A." With this Amendment, the aggregate Agreement amount shall not exceed Eighty Eight Thousand One Hundred Forty Five and 00/100 Dollars (\$88,145.00).

2. City will pay Consultant for all work associated with those services described in Exhibit "A" on a time and materials basis not-to-exceed Twenty Eight Thousand Eight Hundred Fifty and 00/100 Dollars (\$28,850.00). Consultant will provide City, on a monthly basis, copies of invoices sufficiently detailed to include hours performed, hourly rates, and related activities and costs for approval by City.

3. Consultant will complete all work described in Exhibit "A".

4. All other provisions of the Agreement, as may have been amended from time to time, will remain in full force and effect.

5. All requisite insurance policies to be maintained by Consultant pursuant to the Agreement, as may have been amended from time to time, will include coverage for this Amendment.

6. The individuals executing this Amendment and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this

Amendment.

CONSULTANT
Impact Sciences, Inc.
2101 Webster Street, Suite 1825
Oakland, CA 94612
510-267-0494

CITY OF REDWOOD CITY, a charter
city and municipal corporation of the
State of California

*By:

By:

(sign here)

Peter Ingram, City Manager

(print name/title)

ATTEST:

**By:

Silvia Vonderlinden, City Clerk

(sign here)

(print name/title)

If required by City, proper notarial acknowledgment of execution by Consultant must be attached. If a Corporation, Agreement must be signed by one corporate officer from each of the following two groups.

***Group A.**
Chairman,
President, **or**
Vice-President

****Group B.**
Secretary,
Assistant Secretary,
CFO **or** Assistant Treasurer

Otherwise, the corporation **must** attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

EXHIBIT "A"

SCOPE OF SERVICES AND FEE

Itemized List of what Consultant will do for City and at what price.

Summary of Additional Scope of Work

Task 1: Complete Initial Study and Proposed Mitigated Negative Declaration

- Project management, day to day coordination, and attendance of meetings to strategize and resolve technical issues

Task 2: Prepare Responses to Comments and Mitigation Monitoring Reporting Program

- Review all comments and prepare responses and prepare Mitigation Monitoring Reporting Program per State law

Task 3: Project Management and Meeting Attendance

- Attend meetings with City staff, Planning Commission and/or City Council to support City staff through project review and action

Contingency

- If needed respond to additional comments and review of various documents and attend additional meetings

Cost Summary	\$20,850
Contingency	\$8,000
(Not to exceed)	\$28,850

Mr. Thomas Passanisi
December 3, 2008
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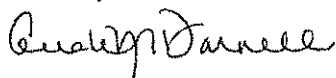
Table 1, Cost Estimate

Tasks	Cost
Cost of work performed beyond initial budget	\$3,600
Task 1: Prepare IS/MND	\$11,890
Task 2: Prepare Mitigated Negative Declaration, Responses to Comments, Mitigation Monitoring and Reporting Program	\$2,160
Task 3: Project Management and Meeting Attendance	\$2,600
Reimbursable Expenses	\$600
TOTAL	\$20,850
Contingency (Optional)	\$8,000
TOTAL with Contingency	\$28,850

In addition to the work and costs described above to complete the IS/MND, Impact Sciences will provide the City with a paper report that describes global climate change, including greenhouse gas effects and the existing regulatory framework for greenhouse gas emissions. This paper report was appended to the Initial Study, but the cost to complete this report (\$1,450) will be billed separately from the IS/MND.

Impact Sciences truly appreciates the opportunity the City has provided us in working with this project and we look forward to the successful completion of this project with the City. Please call me at (510) 267-0494 or (408) 281-2459 if you have any questions about the proposed tasks or budget, or if you need additional information. Thank you.

Sincerely,



Audrey M. Darnell

Senior Project Manager

cc: Shabnam Barati, Principal in Charge
Colette Meunier, Project Planner