

Agreement No. _____

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND MIG

This Agreement is entered into this _____, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and MIG, hereinafter called "Contractor."

* * *

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

Whereas it is necessary and desirable that the Contractor be retained for the purpose of implementation and compliance monitoring of the Habitat Mitigation and Monitoring Plan (HMMP) for the Cordilleras Creek Restoration and Edmonds Culvert Replacement Project.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services

Exhibit B—Payments and Rates

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed Six Hundred Thousand Five Hundred Twelve and 00/100 Dollars (\$600,512.00). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from Tuesday, June 23, 2026 through Monday, July 31, 2028.

5. Termination

This Agreement may be terminated by Contractor or by the Director or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. 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 prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship to Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

10.1. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

10.2. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

10.3. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its

employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability..... \$1,000,000
- (b) Motor Vehicle Liability Insurance..... \$1,000,000
- (c) Professional Liability..... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Levine Act Compliance

The Contractor certifies and warrants that Contractor has fully complied, and will remain in full compliance, with all applicable requirements of the Levine Act in connection with this Agreement, including making any required disclosures of campaign contributions to County Officers, which includes but may not be limited to elected County Officers. Elected County Officers include members of the San Mateo County Board of Supervisors, as well as the Assessor-County Clerk-Recorder, Controller, Coroner, District Attorney, Sheriff, and Tax Collector-Treasurer. Any campaign contribution required to be disclosed under the Levine Act in connection with this Agreement shall be disclosed on the disclosure form provided by the County of San Mateo Levine Act Disclosure Form, a copy of which is available from the County upon request.

13. Non-Discrimination and Other Requirements

13.1. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

13.2. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

13.3. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

13.4. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

13.5. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

13.6. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

13.7. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Executive Officer the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Executive Officer, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

13.8. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

14. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

15. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

16. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

17. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

18. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Jasmine Gao/Capital Project Manager II
Address: 555 County Center, Redwood City, CA, 94063
Telephone: (650) 421-1765
Email: jgao@smcgov.org

In the case of Contractor, to:

Name/Title: Taylor Peterson/Senior Biologist
Address: 2055 Junction Avenue, Suite 205, San Jose, CA 95131
Telephone: (650) 327-0429
Email: tpeterson@migcom.com

19. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

SIGNATURE PAGE TO FOLLOW

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

For Contractor: MIG

<small>DocuSigned by:</small> <i>Daniel Iacofano</i> <small>7F3FC3E3791347D...</small>	6/4/2026	Daniel Iacofano
_____ Contractor Signature	_____ Date	_____ Contractor Name (please print)

COUNTY OF SAN MATEO:

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

EXHIBIT A

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

The Contractor (MIG) shall provide implementation and compliance monitoring of the Habitat Mitigation and Monitoring Plan (HMMP) for the Cordilleras Creek Restoration and Edmonds Culvert Replacement Project.

MIG has assisted the County with the Cordilleras Health System Replacement Project since 2014, starting with the design phase and continuing through permitting, construction, and now the operations phase. Along with Ecological Concerns, Inc (ECI) and Stillwater Sciences (Stillwater), MIG is currently assisting with implementation and compliance monitoring for the Habitat Mitigation and Monitoring Plan (HMMP) required to mitigate project impacts to natural resources. Three of the mitigation projects in the HMMP were built during facility construction. Two of the mitigation projects that were included in the final HMMP and that are outside of the facility footprint are planned to be built in 2026 - 2027. Compliance monitoring is required for a total of ten years. This scope of work includes part of that, through mid-2028.

The resource agencies that issued permits for the Cordilleras Health System Replacement project are the California Department of Fish and Wildlife (CDFW), Regional Water Quality Control Board (RWQCB), and the U.S. Army Corps of Engineers (USACE) in consultation with the U.S. Fish and Wildlife Service (USFWS). The permits from CDFW and RWQCB specifically require implementation of the HMMP (CDFW measure 3.3 and RWQCB conditions 20-24). The authorization from the USACE stipulates that the project follow all terms and conditions required in the RWQCB permit, hence by reference it requires implementation of the HMMP. The USACE consultation with the USFWS resulted in a Biological Opinion that requires biological monitoring prior to and during construction to protect the federally listed California red-legged frog.

The mitigation sites are summarized in Table 1 and are shown in Figure 1.

Cordilleras Center

Habitat Mitigation Sites

Figure 1

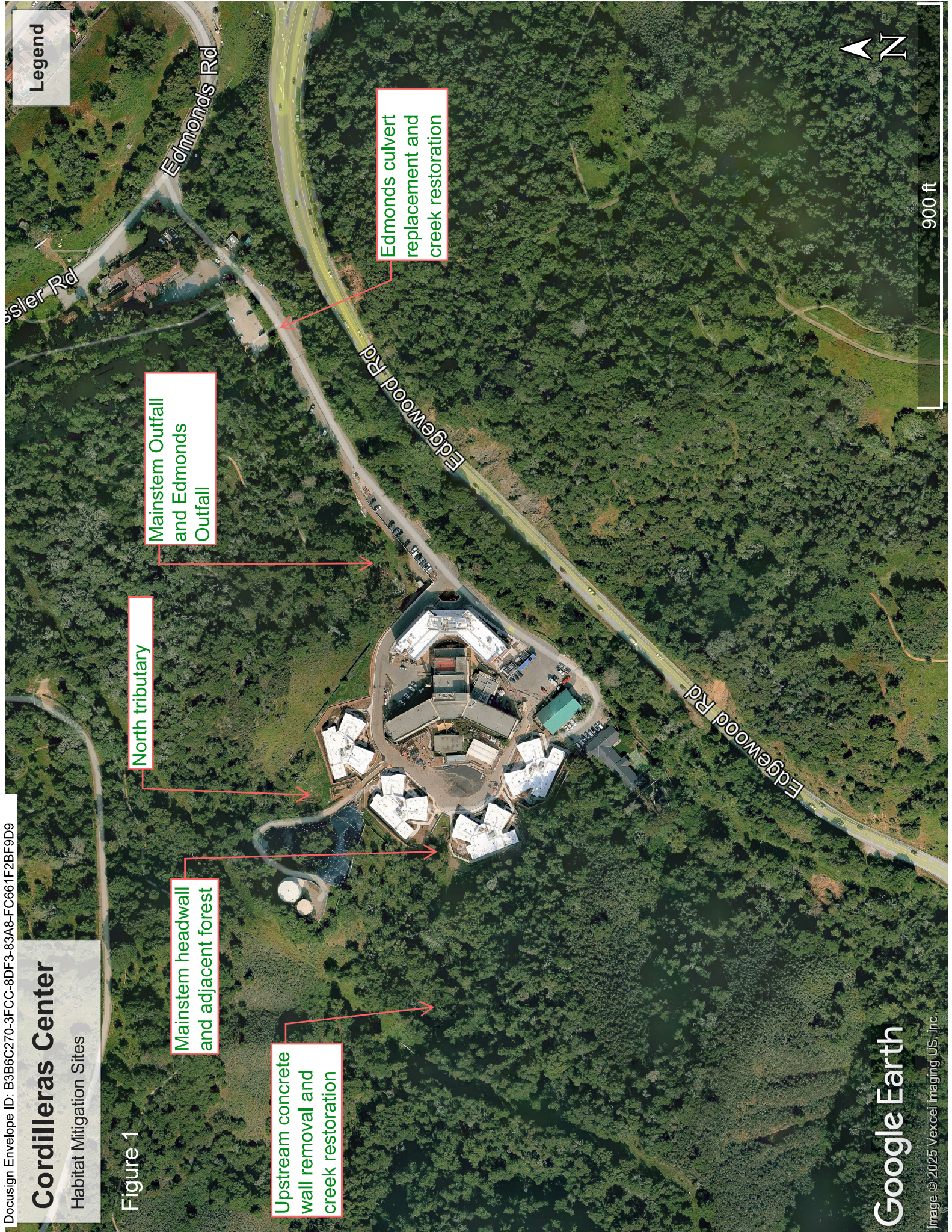
North tributary

Mainstem headwall and adjacent forest

Upstream concrete wall removal and creek restoration

Mainstem Outfall and Edmonds Outfall

Edmonds culvert replacement and creek restoration



900 ft

Scope of Work for Cordilleras HMMP Implementation:

Table 1. Cordilleras Mitigation Sites

Project	Status	Notes
Mainstem Headwall and Adjacent Forest	Planted in 2022, in maintenance and monitoring phase. Requires re-planting due to additional grading	Continued maintenance and monitoring included in this proposal
North Tributary Debris Basin	Planted in 2022, in maintenance and monitoring phase	Continued maintenance and monitoring included in this proposal
Mainstem Outfall Area, including the main outfall and the Edmonds Road outfall	Planted in 2022 in maintenance and monitoring phase	Continued maintenance and monitoring included in this proposal
Upstream Concrete Wall Removal and Creek Restoration	To be constructed as part of "Creek Restoration and Culvert Replacement"	Construction monitoring, maintenance, and post construction monitoring and reporting included in this proposal
Edmonds Road Culvert Replacement and Creek Restoration	To be constructed as part of "Creek Restoration and Culvert Replacement"	Construction monitoring, maintenance, and post construction monitoring and reporting included in this proposal

MIG has teamed with ECI and Stillwater to provide the following scope of work:

- 1) Maintenance of all mitigation sites in 2026 and 2027.
- 2) Construction monitoring for the Creek Restoration and Culvert Replacement Project, including a) construction observation and b) biological monitoring in 2026 and 2027.
- 3) Monitoring and compliance reporting for all mitigation sites from January 1, 2026 through July 31, 2028, including monthly monitoring for the first year for the sites to be built, quarterly monitoring for the sites already built, and annual reports each year for submittal to CDFW, RWQCB, and USACE.

1. Maintenance of all Mitigation Sites 2026-2027 with Contingency

Section 5.3.6.9 of the HMMP specifies the required maintenance actions. ECI reviewed these requirements and visited the project sites to prepare a scope of work. The maintenance activities include regular maintenance and watering, replacement planting, and a contingency, as described below.

1.1 Continued Maintenance at Existing Mitigation Sites and Start Maintenance at the Upstream Concrete Wall Removal and Creek Restoration Site 2026-2027

ECI will install a standpipe irrigation system at the Upstream Concrete Wall Removal and Creek Restoration Site in 2026. The system will be supplied with water using a 500-gallon water buffalo, with drive-up access assumed. The irrigation setup will consist of a standpipe with a 2-inch cam coupler connection for the trailer, a wye strainer and pressure regulator to ensure

proper drip system function, ½-inch polyethylene distribution tubing running to each plant, and a 2 GPM emitter at each plant. This system is expected to result in significant long-term maintenance savings compared to hand watering with a hose. While the system runs during site visits, restoration technicians will be able to perform weeding and other site maintenance tasks simultaneously, increasing efficiency. Connection to pressurized water is not included in the current scope but may be designed and implemented upon client request using contingency funds or through a change order.

ECI will continue to maintain the existing mitigation sites and add the Upstream Concrete Wall Removal and Creek Restoration Site. This includes two day-long site visits per month by three restoration technicians during the 8-month dry season (March through October), and one day-long visit per month by three restoration technicians during the 4-month wet season (November through February). During each dry season visit, technicians will use a 500-gallon water trailer to charge the standpipe irrigation system, providing supplemental water to the plants. During all visits the restoration technicians will perform the following tasks: weeding within plant basins, inter-basin weed control, trash removal, maintenance of mulch to keep it clear of woody plant stems, maintenance of browse control fencing, and maintenance and repair of the irrigation systems at each mitigation site. The budget includes time for replacement planting and an allowance of \$3,000 for replacement plants.

It is assumed that an on-site hydrant meter, to be supplied by others, will be available for ECI's use in filling the water trailer.

1.2 Maintenance of the Edmonds Road Culvert Replacement and Creek Restoration Site 2027

ECI will install a standpipe irrigation system at the Edmonds Road Culvert Replacement and Creek Restoration Site. ECI will install a standpipe irrigation system similar to what was done for the Main Outfall site. The system will be supplied with water using a 500-gallon water buffalo, with drive-up access assumed. The irrigation setup will consist of a standpipe with a 2-inch cam coupler connection for the trailer, a wye strainer and pressure regulator to ensure proper drip system function, ½-inch polyethylene distribution tubing running to each plant, and a 2 GPM emitter at each plant. This system is expected to result in significant long-term maintenance savings compared to hand watering with a hose. While the system runs during site visits, restoration technicians will be able to perform weeding and other site maintenance tasks simultaneously, increasing efficiency. A connection to pressurized water is not included in the current scope but may be designed and implemented upon client request using contingency funds or through a change order.

Once the Edmonds Road Culvert Replacement and Creek Restoration Site is built, ECI will maintain the mitigation planting. This includes two day-long site visits per month by one restoration technician during the eight-month dry season (March through October), and one day long visit per month by one restoration technician during the four-month wet season (November through February). During each dry season visit, the technician will use a 500-gallon water trailer to charge the standpipe irrigation system, providing supplemental water to the plants. During all visits the restoration technician will perform the following tasks: weeding within plant basins, inter-basin weed control, trash removal, maintenance of mulch to keep it clear of woody plant stems, maintenance of browse control fencing, and maintenance and repair of the irrigation system. It is assumed that an on-site hydrant meter, to be supplied by others, will be available for ECI's use in filling the water trailer.

1.3 Maintenance Contingency

ECI has included a contingency budget for unforeseen adaptive management work. Contingency funds will only be spent after client authorization.

Potential uses of contingency funds may include, but are not limited to:

- additional watering,
- replacement planting,
- mulch refreshment,
- connection of irrigation to pressurized water mains,
- additional weeding, and/or
- procurement of a hydrant meter or other water source if not provided by others.

Assumptions

- **Water Connections.** This scope of work assumes that the County will provide for an on-site hydrant meter for ECI's use in filling the water trailer. Connection of the irrigation system to the pressurized water system onsite is not included because the watering system will be in place a few years until the plants are established, then will be removed, according to the HMMP.
- **Time Period.** The HMMP recommends a maintenance period of 3 to 5 years until plants are established. Monitoring is to occur quarterly in years 3 and 4 and biannually in years 5-10. This scope of work is for the first two years of monitoring and 1.5 years of maintenance because it is difficult to anticipate what activities will be required beyond this time frame. We suggest revisiting the maintenance and monitoring scope in 2027 to verify which tasks need to continue, and to allow an adjustment in billing rates.

2. Construction Monitoring of Creek Restoration and Culvert Replacement Projects 2026-2027

The creek restoration projects to be completed in 2026-2027 are at two locations, one upstream of the Cordilleras Health System facility, and one downstream of the facility. The upstream project involves removal of an unreinforced concrete weir/wall structure from the creek channel and repair of erosion that the structure caused. The downstream project involves restoration of the creek upstream and downstream of Edmonds Road by removing concrete and installing step pool habitat, as well as replacing the existing 48-inch concrete culvert with a larger culvert to improve streamflow and habitat conditions.

Our understanding is that work at the upstream creek restoration sites will be completed in 2026. Due to logistical issues and complications with road closure on a fire access route, the culvert replacement and creek restoration will be completed in 2027.

The scope of work for construction monitoring includes observation by Stillwater Sciences, the engineers responsible for the restoration design, and biological resources monitoring by MIG as required by the resource agencies. The time devoted to biological monitoring has been

minimized in this scope of work under the assumption that wildlife exclusion fencing (WEF), such as ERTEC, will be installed around the work sites.

The construction period is assumed to extend from April 15 – October 15, roughly equivalent to 26 5-day work weeks.

2.1 Construction Monitoring for the Upstream Concrete Wall Removal and Creek Restoration Project in 2026

2.1.1 Stillwater Sciences Construction Observation

Stillwater's construction management team will support the construction phase of the two creek restoration projects by addressing contractor questions, responding to RFIs, and maintaining on-site presence during construction. This support is important for the project to adhere to the schedule, and comply with mitigation requirements.

Stillwater has budgeted a total of 16 days of construction observation during the construction period for both projects. This is divided into 8 days in 2026 for the upstream concrete removal and creek restoration and 8 days in 2027 for the culvert installation and creek restoration. Of these 16 days, up to 4 days will be conducted by the design engineer to provide technical support and ensure design intent is followed. The remaining days will be covered by other construction support staff.

Deliverables:

2.1.2 MIG Biological Monitoring

Biological monitoring tasks include securing CDFW approval of biologist qualifications, conducting worker environmental awareness training, completing pre-construction surveys for nesting birds and San Francisco dusky-footed woodrat, and preparing and submitting the required survey report to CDFW. Monitoring also includes pre-workday clearance sweeps for California red-legged frog during installation of the ERTEC fence, full-time monitoring during clearing and grubbing, followed by weekly site checks, and preparation of monitoring reports.

Deliverables: CDFW approval for qualified and monitoring biologists; worker training handout; monitoring reports.

2.2 Construction Monitoring for Installation of the Edmonds Road Culvert and Creek Restoration in 2027

2.2.1 Stillwater Sciences Construction Observation

Stillwater's construction management team will support the construction phase of the Edmonds Road Culvert Replacement project by addressing contractor questions, responding to RFIs, and maintaining on-site presence during construction. This support is important for the project to adhere to the schedule and comply with mitigation requirements.

Of the 16 days that Stillwater has budgeted for construction observation, 4 days are allocated to the installation of the culvert. Some observation days will be conducted by the design engineer

to provide technical support and ensure design intent is followed. The remaining days will be covered by other construction support staff.

2.2.2 MIG Biological Monitoring

Biological monitoring tasks for the culvert replacement and creek restoration in 2027 include securing CDFW approval of additional biologist qualifications if necessary, conducting worker environmental awareness training, completing pre-construction surveys for nesting birds and San Francisco dusky-footed woodrat, and preparing and submitting the required survey report to CDFW. Monitoring also includes weekly site visits to check the condition of the WEF and the progress of the work, and preparation of monitoring reports.

MIG will provide biological monitoring for the Edmonds Road Culvert Replacement project in 2027 once per week for 26 weeks of construction. Monitoring also includes pre-workday clearance sweeps for California red-legged frog during installation of the ERTEC fence, full-time monitoring during clearing and grubbing, followed by weekly site checks, and preparation of monitoring reports.

Deliverables: Worker Environmental Training Handout; pre-construction survey reports to be submitted to CDFW. Weekly monitoring reports will be available upon request.

3. Resource Agency Compliance Monitoring and Reporting January 1, 2026 – July 31, 2028

MIG will monitor revegetation success, prepare the annual reports required by the resource agency permits, and provide oversight and management through the end of the current on-call contract (July 31, 2028); (see Task 3.1). The cross-sectional and longitudinal surveys that are required every two years will be completed by Stillwater Sciences (see Task 3.2).

3.1 Monitoring

The HMMP (section 6.1) requires monthly monitoring of the mitigation sites in the first year, and quarterly monitoring in subsequent years. This scope includes monthly monitoring for the two new sites, for one year after completion, continued quarterly monitoring for the existing mitigation sites in 2026, 2027, and half of 2028 (three of the four quarterly visits), and quarterly monitoring of the two new sites after the end of the monthly monitoring period. Monitoring methods include photo documentation from set photo points (including establishing additional photo points), data collection regarding plant species and cover, and the need for maintenance or replanting. Information collected during monitoring visits will be summarized in the annual monitoring report, and will include photos and data sheets when required by the agency permit. Each site visit is estimated to require 6-8 hours to complete.

Deliverables: Annual reports for USACE, RWQCB, CDFW.

3.2 Topographic Surveys

Cross section and longitudinal profile surveys will be completed by Stillwater at the already built mainstem headwall, north tributary, the mainstem outfall, and the Edmonds Road outfall to assess the long-term stability of each site. Longitudinal profiles will extend through the stabilized

channel segment of each site. Cross sections will be placed at 50- to 100-foot intervals along the longitudinal profiles, depending on channel geometry and locations of constructed features at each site. Surveys will be completed with a Total Station and/or survey grade Global Positioning System (GPS). Surveys will be completed in 2026 and 2028.

Deliverables: Stillwater will synthesize the survey results and provide a comprehensive assessment of site conditions. Key components include graphical representations, photo documentation, and a narrative evaluation of site stability.

3.3 Reporting

The annual monitoring reports will be prepared by MIG. Reports are due to the agencies (CDFW, RWQCB, and USACE) on January 31 of each year for the results of the prior year. The reports will include a description of the monitoring methods, a discussion of monitoring results, an assessment of whether the goals are on track, any management or remedial actions taken that year, and any management or remedial recommendations for the next year. Maps showing monitoring locations and copies of photo documentation will be included in each report. Field data sheets will be provided when required by the resource agency permit.

Annual monitoring reports will have the following format, but will be tailored to each agency requirements in sections 1, 2, 5, and 6:

1. Report Summary
2. Introduction
3. Methods
4. Results
5. Discussion
6. Management Recommendations
7. References
8. Appendices
 - A. As-Builts
 - B. Photo Documentation

All reports that are state public-facing will meet state accessibility requirements as of April 2026.

Deliverables: Three annual monitoring reports each year tailored to CDFW, RWQCB and USACE requirements (6 reports total 2026-2027). If a mid-year report is required in 2028 there will be an additional cost.

4. Project Management and Meetings

4.1 Weekly Project Meetings

MIG and Stillwater are budgeted to attend one hour-long meeting per week from January 1, 2026, and through October 30, 2027.

4.2 Pre-bid Project Assistance

Stillwater's construction management team will work with KPFF to update plans for the bid process.

4.3 Workflow and Budget Management, Invoicing

Time has been allotted in the budget for MIG for the following administrative tasks:

- coordinating subconsultant work,
- managing budget and preparing invoices, and
- communications with the County, project engineer, and the contractor aside from the weekly project meetings

All work performed shall comply with the applicable codes and regulations. Any additional work must be authorized in writing upon the request of the Director of Public Works, or his designated representative. Work performed without written authorization/approval from County will not be reimbursed.

EXHIBIT B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

1. Cost Estimate for Maintenance of all Mitigation Sites 2026-2027 with Contingency

Ecological Concerns Inc. (ECI) Habitat Maintenance at Mitigation Sites 2026-2027					
Title	Landscape Technician	Restoration Ecologist	Sr. Restoration Ecologist	Total Hours	Cost
rate/hour	82	160	175		
1.1 Continued Maintenance and Add Upstream site					
Standpipe Irrigation Installation 2026	32	12	4	48	\$ 5,244
Maintenance and Watering 2026-2027	768	64	38	870	\$ 79,866
Replacement Planting	72	16	4	92	\$ 9,164
Total Hours	872	92	46	1010	
Total Labor Cost	71504	14720	8050		\$ 94,274
Expenses					
Irrigation Parts (\$1,000 allowance)					\$ 1,000
Weed Whip (\$50/day x 96 days)					\$ 4,800
Water Buffalo (\$200/day x 30 days)					\$ 6,000
Dump fees (\$500 allowance)					\$ 500
Replacement plants (\$3,000 allowance)					\$ 3,000
Mulch (\$500 allowance)					\$ 500
Gopher baskets (\$675 allowance)					\$ 675
Browse caging (\$3,400 allowance)					\$ 3,400
4WD pickup truck (31 days @ \$100/day)					\$ 3,100
Mileage (3100 mi @0.70/mi)					\$ 2,170
Total expenses					\$ 25,145
Total Labor and Expenses for Task 1.1					\$ 119,419
Total plus 20% contingency of \$23,884					\$ 143,303
1.2 Maintenance of the Edmonds Culvert site					
Standpipe Irrigation Installation 2026	32	12	4	48	\$ 5,244
Maintenance and Watering 2026-2027	160	40	24	224	\$ 23,720
Total Hours	192	52	28	272	
Total Labor Cost					\$ 28,964
Expenses					
Irrigation Parts (\$1,000 allowance)					\$ 1,000
Weed Whip (\$50/day x 20 days)					\$ 1,000
Water Buffalo (\$200/day x 20 days)					\$ 4,000
Dump fees (\$500 allowance)					\$ 500
4WD pickup truck (22 days @ \$100/day)					\$ 2,200
Mileage (2200 mi @0.70/mi)					\$ 1,540
Total expenses					\$ 10,240
Total Labor and Expenses for Task 1.2					\$ 39,204
Total plus 20% contingency of \$7,841					\$ 47,045
Total Tasks 1.1 and 1.2					\$ 190,348
MIG Management fee					\$ 6,104
Total Cost					\$ 196,452

2. Cost Estimate for Construction Monitoring of Creek Restoration and Culvert Replacement Projects 2026, 2027

2026-2027	Senior Project Manager III	Senior Project Manager III	Senior Biologist II	Senior Biologist II	Biologist II	Biologist II	Support	MIG Total hrs	MIG Total \$	Stillwater Sciences	
Billing Rate (\$/hr)	\$210	\$214	\$185	\$189	\$150	\$153	\$115				
Construction monitoring for Creek Restoration Projects 2026	44		54		248		15	361	\$ 58,155	\$ 39,750	\$97,905
Construction monitoring for Edmonds Culvert Placement 2027		26		24		104	15	169	\$ 27,737	\$ 25,150	\$52,887
Total Labor Hours	44	26	54	24	248	104	30	530			\$150,792
Total Labor Cost	\$9,240	\$5,564	\$9,990	\$4,536	\$37,200	\$15,912	\$3,450		\$85,892	\$64,900	
Total Expenses											\$ 500
Total Cost											\$151,292

3. Cost Estimate For Resource Agency Compliance Monitoring and Reporting January 1 2026 – July 31, 2028

2026-2028	Senior Project Manager III	Senior Project Manager III	Senior Project Manager III	Senior Biologist II	Senior Biologist II	Senior Biologist II	Biologist II	Biologist II	Biologist II	Support	MIG Total hrs	MIG Total \$	Stillwater Sciences		
Billing Rate (\$/hr)	\$210	\$214	\$218	\$185	\$189	\$193	\$150	\$153	\$156	\$115					
Resource Agency Compliance Monitoring and Reporting, Agency Contact 2026	26			88			110			15	239	\$39,965	\$ 50,100	\$90,065	
Resource Agency Compliance Monitoring and Reporting, Agency Contact 2027		10			120			120		15	265	\$44,905		\$44,905	
Resource Agency Compliance Monitoring, Agency Contact 2028 (6 mos)			5			24				30	12	71	\$ 11,782	\$ 34,000	\$45,782
Total Labor Hours	26	10	5	88	120	24	110	120	30	42	575				
Total Labor Cost	\$5,460	\$2,140	\$1,090	\$16,280	\$22,680	\$4,632	\$16,500	\$18,360	\$4,680	\$4,830		\$96,652	\$ 84,100	\$180,752	
Total Expenses														\$ 500	
Total Cost														\$181,252	

4. Cost Summary

The estimated costs provided in greater detail above are summarized in the following table. The costs and allocated hours provided here are an estimate. MIG will bill only the time and expenses spent, and we will endeavor to minimize costs. We will not exceed this amount without prior approval from the County; however, we may balance hours between tasks as the work progresses, using more time in some tasks when using less time in others. We regularly monitor our costs against the budget. If unforeseen conditions are encountered, or if we experience delays or circumstances beyond our control, we will notify you immediately to discuss modifications to the scope of work and/or project fees. Payment for services is due upon receipt of MIG’s monthly invoice. Direct costs for mileage are only included when the company office is more than 50 miles away from the site, per County requirement.

Cordilleras Habitat Mitigation and Monitoring Plan Implementation Summary Cost Table				
				Total \$
	Firm	MIG	Stillwater Sciences	Ecological Concerns
1. Maintenance 2026-2027				
	2026	\$ 3,052		\$ 143,303
	2027	\$ 3,052		\$ 47,045
Subtotal (1)				\$ 190,348
2. Construction Monitoring 2026-2027				
	2026	\$ 58,155	\$ 39,750	\$ 97,905
	2027	\$ 27,737	\$ 25,150	\$ 52,887
	Expenses			\$ 500
Subtotal (2)		\$ 85,892	\$ 64,900	\$ 151,292
3. Resource Agency Compliance Monitoring Jan 1 2026- July 31 2028				
	2026	\$ 39,965	\$ 50,100	\$ 90,065
	2027	\$ 44,905		\$ 44,905
	2028	\$ 11,782	\$ 34,000	\$ 45,782
	Expenses			\$ 500
Subtotal (3)		\$ 96,652	\$ 84,100	\$ 181,252
Total Labor and Expenses				\$ 600,512

Assumptions

The cost estimate is based on the following assumptions. Please also see the assumptions provided for the maintenance cost estimate.

- Site Access.** This scope of work assumes that the County will assure reasonable access to the project site that allows MIG staff to assess vegetation and current conditions, ECI staff to fill the irrigation system, and Stillwater Sciences staff complete geomorphic surveys. We assume that all mitigation sites will be accessible by vehicle. This will include informing MIG of any persons that will need to be contacted in advance of or while visiting the site, ensuring all gates or other access points are accessible, that site conditions are safe and secure, and that neighbors are notified, as necessary. This scope of work extends beyond the current construction period, so post-construction access through the campus will need to be available for some of the sites.
- Monitoring.** We have assumed a certain number of hours for construction monitoring and engineering observation. If additional monitoring is required beyond those hours, we will request additional funding. We have assumed four hours per day for a biological monitor for 16 weeks. When possible, we will reduce this to two hours per day for pre-work site sweeps. To be conservative, this budget assumes that the two projects (Upstream Concrete Removal and Edmonds Road Culvert Replacement) are not built at the same time.
- Document Accessibility.** As of April 2026, all digital content published by state and local government entities intended for public view must meet specific detailed accessibility criteria. If additional effort is required to achieve accessibility MIG will discuss the situation with the County and may request additional budget.

- **Woodrat House Relocation.** This scope of work assumes that woodrat houses can be avoided and does not include time for woodrat relocation.
- **Project Design Documents.** Project design documents and base maps will be provided by others, except for the restoration design provided by Stillwater.
- **As-built Drawings.** Some of the agencies require that as-built drawings be provided. We assume that the County will provide as-built drawings of the constructed project. MIG/ECl can provide as-built drawings of the restoration plantings.
- **Project Changes.** The scope does not cover new or revised analyses needed to address substantial changes to the project design, permit conditions, construction drawings or the HMMP after the start of work.
- **Agency Submittals.** MIG will provide its best efforts based on expertise in the required scientific disciplines, knowledge of the applicable regulations, and experience in preparing similar documents. We are required to make a full disclosure of any information we gather about habitat, presence of plant and wildlife species, or potential presence of species. It is our assumption that our work products will be provided in their entirety, particularly if they are provided to the resource agencies.
- **Administration.** The scope of work assumes a certain number of hours are needed for client and agency communications, administration, and quality control. If we need to spend additional time in meetings (for example the client PM changes or the project changes), or if the project schedule is significantly extended, we may request a budget amendment to cover administrative costs.
- **Expense Estimates.** All expense estimates are typical estimates; actual expenses are billed at cost. All MIG work products will be provided in electronic format. Mileage is not included for staff from offices within 50 miles of the project site.
- **Task Budgets.** MIG reserves the right to shift funds between tasks to balance the budget, with client approval.
- **Time Period.** The HMMP recommends a maintenance period of 3 to 5 years until plants are established. Monitoring is to occur quarterly in years 3 and 4 and biannually in years 5-10. This scope of work is for the first two years of monitoring and 1.5 years of maintenance because it is difficult to anticipate what activities will be required beyond this time frame. We suggest revisiting the maintenance and monitoring scope in 2027 to verify which tasks need to continue, and to allow an adjustment in billing rates.
- **Reporting.** The scope of work includes annual reports in 2026 and 2027. If a mid-year report is required in 2028 due to contract expiration there will be an additional cost to prepare that report.

Invoices shall be submitted to the Department of Public Works at the completion of each billing period clearly stating itemized tasks completed. Payment will be made within thirty (30) days of receipt in the Accounting Division, a written itemized invoice identifying the Agreement number, complete scope of work, specific work completed, location of work, and breakdown of charges.

In any event, the total payment for services of Contractor shall not exceed **\$600,512.00**, and the County shall have the right to withhold payment if the County determines that the quantity and/ or quality of the work performed is unacceptable.

Remit invoices to:
County of San Mateo, Department of Public Works
Attn: Accounting Unit
555 County Center, 5th Floor Redwood City, CA 94063
Email: dpw_accounting@smcgov.org

Certificate Of Completion

Envelope Id: B3B6C270-3FCC-8DF3-83A8-FC661F2BF9D9	Status: Completed
Subject: Complete with Docusign: MIG AGREEMENT UPDATED.pdf	
Source Envelope:	
Document Pages: 22	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Heather Oda
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	hmoda@smcgov.org
	IP Address: 136.226.78.177

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Status: Original	Holder: Heather Oda	Location: DocuSign
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Security Appliance Status: Connected	Pool: StateLocal	

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Daniel Iacofano
 danieli@migcom.com
 CEO/President
 Moore, Iacofano, Goltsman Inc.
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

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Paula Hartman
 phartman@migcom.com
 Principal
 Security Level: Email, Account Authentication (None)

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Witness Events

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Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

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Certified Delivered	Security Checked	6/4/2026 11:00:11 AM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	6/4/2026 1:12:40 PM
Completed	Security Checked	6/4/2026 1:12:40 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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