

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND SWCA ENVIRONMENTAL CONSULTANTS**

This Agreement is entered into this 18th day of October, 2022, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and SWCA Environmental Consultants, 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 Contractor be retained for the purpose of performing tasks necessary to prepare an Environmental Impact Report for the proposed Cypress Point affordable housing project for the term of October 24, 2022 through August 30, 2023 in an amount not-to-exceed \$244,263.

**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 Two Hundred Forty-Four Thousand Two Hundred Sixty-Three Dollars (\$244,263). 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 October 24, 2022, through August 30, 2023.

#### **5. Termination**

This Agreement may be terminated by Contractor or by the Community Development Director or their 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 of 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**

### **a. 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.

**b. 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.

**c. 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. Non-Discrimination and Other Requirements**

### **a. 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.

### **b. 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.

### **c. 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.

### **d. 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.

**e. 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.

**f. 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.

**g. 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. 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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 facsimile to the telephone number listed below or 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: Michael Schaller, Senior Planner  
Address: 455 County Center, 2<sup>nd</sup> Floor, Redwood City, CA 94063  
Telephone: 650/363-1849  
Email: mschaller@smcgov.org

In the case of Contractor, to:

Name/Title: Laura Moran, Principal-In Charge  
Northern California Vice President  
Address: 60 Stone Pine Road, Suite 100, Half Moon Bay, CA 94019  
Telephone: 650/440-4180  
Facsimile: 650/440-4165  
Email: laura.moran@swca.com

**18. 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.

**19. Payment of Permits/Licenses**

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

**20. Reimbursable Travel Expenses**

To the extent that this Agreement authorizes reimbursements to Contractor for travel, lodging, and other related expenses as defined in this section, the Contractor must comply with all the terms of this section in order to be reimbursed for travel.

- a. Estimated travel expenses must be submitted to authorized County personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.
- b. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the County.
- c. Unless otherwise specified in this section, the County will reimburse Contractor for reimbursable travel expenses for days when services were provided to the County. Contractor must substantiate in writing to the County the actual services rendered and the specific dates. The County will reimburse for travel at 75% of the maximum reimbursement amount for the actual costs of meals and incidental expenses on the day preceding and/or the day following days when services were provided to the County, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized County personnel.
- d. Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. "Local Travel" means travel entirely within a fifty-mile radius of the Contractor's office and travel entirely within a fifty-mile radius of San Mateo County. Any mileage reimbursements for a Contractor's use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.
- e. The maximum reimbursement amount for the actual lodging, meal and incidental expenses is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching [www.gsa.gov](http://www.gsa.gov) for the term 'CONUS'). County policy limits the reimbursement of lodging in designated high cost of living metropolitan areas to a maximum of double the then-current CONUS rate; for work being done outside of a designated high cost of living metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.
- f. The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, "economy-plus," or other such classes. Reimbursable car rental rates are restricted to the mid-level size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty, luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the County). Exceptions may be allowed under certain circumstances, such as

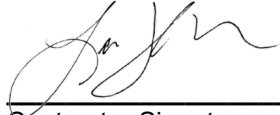
unavailability of the foregoing options, with written approval from authorized County personnel. Other related travel expenses such as taxi fares, ride-shares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare, or ride-share are limited to no more than 15% of the fare amount.

- g. Travel-related expenses are limited to: airfare, lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers or hotel staff), breakfast, lunch, dinner, mileage reimbursement based on Federal reimbursement rate. The County will not reimburse for alcohol.
- h. Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.

\* \* \*

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor **SWCA ENVIRONMENTAL CONSULTANTS**



Contractor Signature

10/07/2022

Date

Laura Moran, VP Northern CA

Contractor Name (please print)

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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:

Contractor will perform tasks necessary to prepare an Environmental Impact Report (EIR) for the proposed Cypress Point Affordable Housing Community development project. San Mateo County will serve as the lead agency for the purposes of CEQA and will administer this project contract. The CEQA documentation for this project is assumed to be an Environmental Impact Report (EIR). The EIR shall include each discussion section as mandated under the provisions of CEQA (Division 13, Section 21000 et seq. of the California Public Resources Code), and the CEQA Guidelines (Title 14, Chapter 3, Section 15000 et seq. of the California Administrative Code).

### **PHASE 1. PROJECT KICK-OFF MEETING AND SITE VISIT**

#### **Task 1.1 Kick-off Meeting and Site Visit**

The consultant team shall attend a project kick-off meeting with County staff. Following the meeting, the consultant team shall visit the project site.

Upon receipt of Notice to Proceed, Contractor's Project Manager will initiate the environmental review process and mobilize technical staff. Contractor will prepare and submit a kick-off meeting agenda and the draft CEQA schedule 1 week before the meeting. Contractor will schedule an in-person meeting with County staff (and applicant if the County chooses) to confirm the proposed SOW, CEQA schedule, potential cumulative projects, the County's preferred communication protocols, and document templates.

The kick-off meeting will be followed by a site visit. Contractor will use the site visit to verify existing conditions and photo-document the site. After the kick-off meeting and site visit, Contractor will distribute written notes, a list of action items, and a finalized project schedule incorporating any changes or adjustments discussed at the meeting. Building on the kick-off meeting and working off the action items, Contractor will initiate the environmental review process within 1 week.

#### **Deliverables and Assumptions**

- Prior to the kick-off meeting, Contractor will provide a kick-off meeting agenda and draft project schedule.
- Contractor's attendance at an in-person kick-off meeting and site visit will include Project Director, Project Manager and Deputy Project Manager. After the kick-off meeting and site visit, Contractor will provide meeting notes with action items and a final project schedule.

#### **Task 1.2 Review of Technical Documents and Data Request**

The following background technical studies and reports prepared by the applicant's team and reviewed by County staff will be summarized in the CEQA document; peer reviews of the applicant-prepared technical analyses are not requested, as they have or will be reviewed by County staff. Contractor's review of these documents will inform the data request, preparation of the Draft Project Description, and the existing conditions and regulatory setting discussions in the Draft EIR (see Phase 2, Task 2.1 and Phase 4).

Contractor assumes that any updated versions of the technical studies or documents listed below, in addition to a cumulative project list, will be provided by the County.

The following studies and reports will support the analysis and be filed in the project's Administrative Record.

- AEI Consultants: Phase I ESA, dated November 10, 2015
- AEI: Phase II Subsurface Investigation, dated February 15, 2016
- AEI Consultants: Additional Subsurface Investigation and Water Well Evaluation, dated February 20, 2018
- AEI Consultants: Water Well Sampling and Well Destruction, dated April 9, 2018; Response to Comments, dated August 11, 2020
- Archaeological Resource Management: Cultural Resources Evaluation, dated June 1, 2018
- BKF: Hydromodification Management, dated May 2, 2018
- County of San Mateo: Planning Commission Staff Report to consider a General Plan Land Use Map Amendment, Local Coastal Plan Map and Text Amendment, and a Zoning Text and Map Amendment to rezone one parcel from "PUD-124/CD" to "PUD-140/CD, dated January 22, 2020
- County of San Mateo: Planning Commission Addendum to January 22, 2020, Staff Report, dated June 3, 2020
- County of San Mateo: Board of Supervisors Report from Steve Monowitz to consider LCP Amendment, dated July 21, 2020
- De Novo Planning Group: Biological Resources Assessment, dated August 2020
- Illingworth and Rodkin: Air Quality and Greenhouse Gas Emissions Assessment, dated June 29, 2018
- Illingworth and Rodkin: Noise and Vibration Assessment, dated June 12, 2018
- Kittelson and Associates: Traffic Impact Analysis, dated April 2019.
- Kittelson and Associates: Supplemental Update Regarding Transportation Analysis, dated August 14, 2020
- MidPen: LCP Amendment Re-Submittal, dated April 15, 2019
- MidPen: Response to Workshop Comments, dated July 2018; Summary of Public Outreach Measures, dated August 2020.
- MidPen: Issuance of Building Permits Letter, dated July 17, 2018
- MidPen: FAQ in Spanish. Undated.
- Pyatok: Cypress Point Family Community Site Plans with Updated Dimensions, Adjusted Heights, dated July 10, 2020
- RCH Group: Energy Technical Report, dated April 3, 2019
- Rockridge Geotechnical: Geotechnical Investigation, dated July 10, 2018
- Stevens Consulting: Executive Summary, dated August 2020
- Stevens Consulting: Introduction and Project Description, dated August 2020
- Stevens Consulting: Aesthetic Visual Resources Report, dated August 2020
- Stevens Consulting: Environmental Justice, dated July 2018
- Stevens Consulting: Public Services and Utilities, dated July 2018
- Stevens Consulting: Policy Consistency Analysis, dated August 2020
- Stevens Consulting: Cumulative Impacts Analysis, dated April 2019; Alternatives Analysis, dated April 2019
- Stevens Consulting: Preliminary Environmental Evaluation Report, dated April 2019
- Stevens Consulting: Supplemental Environmental Evaluation Report, dated August 2020

After reviewing the background technical studies and reports, Contractor will prepare and submit a data request to the County and applicant to ensure that the Draft Project Description is comprehensive and includes all relevant information associated with the project's physical environmental changes.

#### Deliverables and Assumptions

- Contractor will submit one round of a data request to the County and project applicant.
- Contractor assumes that any updated versions of the technical studies or documents, and cumulative project list, will be provided to inform the analysis.
- Contractor will not conduct a formal peer review with memorandum of the provided technical studies.

### **Task 1.3: Peer Review of Transportation Impact Analysis**

Under the direction of Contractor, subcontractor Fehr & Peers will conduct the peer review of the July 2022 TIA. Fehr & Peers' detailed scope of work is included as Attachment A. Contractor will manage Fehr & Peers team and coordinate with the County soon after receipt of the Notice to Proceed to set up a kickoff meeting to review the details of the Transportation Impact Analysis (TIA) peer review scope to ensure a shared understanding.

Fehr & Peers Task 5 shown in Appendix A includes collection of 2022 traffic counts for Weekday AM Peak, Weekday PM Peak, and Saturday Midday, and a comparison against the Kittelson 2017 traffic counts and suggest modifications, if any, to the analysis. The 2022 traffic counts will be delivered to the County as an appendix to the TIA Peer Review.

Should the County determine a new traffic analysis is required based on Fehr & Peers draft TIA Peer Review, Contractor will prepare a separate budget amendment for that task.

#### Assumptions and Deliverables:

- Up to 30 hours of meeting and project management time for the Project Team to include a kickoff meeting, a meeting to review initial findings from peer review, and an interagency meeting with up to two staff each from Contractor and Fehr & Peers.
- Draft peer review technical memorandum to be delivered electronically to County staff.
- Final peer review technical memorandum to be delivered electronically to County staff.

## **PHASE 2. PREPARE INITIAL STUDY AND NOTICE OF PREPARATION**

### **Task 2.1 Project Description**

Following receipt of the data request list in Phase 1, Task 2, Contractor will prepare the Project Description, which must be sufficiently detailed to provide the basis for the Notice of Preparation (NOP) with Initial Study (Phase 2, Task 2.2). The Project Description will describe the planning and environmental context for the project and project site, document the existing land uses and condition of the project site, provide a detailed description of the project components, and identify general construction logistics and schedule.

#### Deliverables and Assumptions

- Contractor will submit an electronic copy (MS Word and Adobe PDF formats) of the draft Project Description for County and applicant review.
- The approved Project Description will be used as the basis for all project analyses. Substantive changes to the Project Description that require revisions to completed or in-progress tasks could represent additional costs not included in the proposed budget. These additional services can be provided under a scope of work amendment.

## **Task 2.2: Administrative Draft NOP/IS**

In accordance with State CEQA Guidelines Section 15082 and to maximize public review and facilitate agency consultation, Contractor will prepare a Draft NOP and coordinate with the County to send a Notice of a Public Scoping Meeting. The Draft NOP will also include a brief description of the potential environmental issues, the determination that an EIR is required, and information about alternatives and the public scoping process. Contractor will also submit a Notice of Completion & Environmental Document Transmittal (NOC) form and Draft Notice of Availability (NOA) of the NOP, which will include a short summary of the project and a link to the final NOP, for review by the County.

In consultation with County staff, Contractor will prepare the draft distribution list for the NOP/IS, as well as all subsequent EIR notices. Contractor will obtain a mailing list for properties within 300 feet of the project site to combine with the County's standard distribution list for local, regional, and state agencies as well as other interested parties and stakeholders. Contractor will coordinate with the County and applicant to incorporate any previous distribution lists prepared for the project and ensure that the NOP distribution list is complete.

The Initial Study will be prepared using the County's preferred template (if provided) or the Contractor's template based on Appendix G of the State CEQA Guidelines.

In consideration of previous outreach efforts, the sections analyzed in the Initial Study will incorporate technical studies, as well as the County General Plan (1986, 2013) and General Plan EIR (1986), Local Coastal Program (2012), Zoning Code, and other relevant documents, including all documents, notes, and comments from MidPen's 2016 outreach efforts.

All environmental topic areas will be discussed in the Initial Study. Topic areas that will be fully analyzed in the EIR will be briefly addressed in the Initial Study. Based on our preliminary review of the project application materials, Contractor assumes that the following environmental topics can be fully addressed in the Initial Study (that is, excluded from further evaluation in the EIR); this assessment will be confirmed when developing the Initial Study.

### *Agriculture and Forestry Resources*

The project site is a developed site in an urban environment and does not support any agricultural or forestry resources.

### *Energy*

Contractor will summarize the results of the background Energy Technical Report (2019), prepared by RCH Group, which analyzed the project's projected energy consumption calculations and compliance with state or local energy efficiency plans, and included a review of potential wasteful or unnecessary use of energy.

### *Mineral Resources*

The project site is a developed site in an urban environment and does not support mineral resources. Per the County's 1986 General Plan, the Cypress Point project area is not located in a zone of known mineral or aggregate resources.

### *Population and Housing*

Contractor will analyze the project's impact on projected population, housing, and employment in the project vicinity. The analysis will be prepared in the context of the conclusions and analysis presented in the Preliminary Environmental Evaluation Report (2020), prepared by Stevens Consulting, and the County's Housing Element. The project would not induce significant population growth and, because the site is currently vacant, it would not displace existing housing.

#### *Public Services*

Contractor will analyze the project's impact on demand for public services in the project vicinity. The analysis will be prepared summarizing the analysis in the Public Services and Utilities Report (2018), prepared by Stevens Consulting. Each of the service providers will be contacted to determine system capacity and to estimate the potential impact of the project. Law enforcement, fire safety, and emergency response will be considered.

#### *Recreation*

Contractor will analyze the project's impact on demands for recreation facilities in the project vicinity. The project includes on-site recreational facilities, including a half basketball court, a paved walking path, two play structures, and open grassy areas.

#### *Wildfire*

Contractor will analyze the project's impacts on wildfire safety, infrastructure, and evacuation routes. The project site is not located in a Fire Hazard Severity Zone (FHSZ), but High and Very High FHSZs occur east of the project site. The analysis will reference the CalFire FHSZ maps and the local fire department will be consulted. Evacuation routes and emergency response will be analyzed.

#### *Deliverables and Assumptions*

- Contractor will submit the Administrative Draft distribution list, NOP/IS, NOA, and NOC (MS Word and Adobe PDF formats) for County review.
- Contractor assumes the fees for a mailing list of properties within 300 feet of the project will not exceed \$500.

#### **Task 2.3: Publication of NOP/IS**

Based on one round of consolidated comments from County staff, Contractor will revise the NOP/IS, NOA, and NOC for public distribution. Contractor will register with the State Clearinghouse on the County's behalf and upload the NOP/IS and NOC to the State Clearinghouse website. Contractor will coordinate emailing the NOP to public agencies and interested parties identified in the distribution list.

#### *Deliverables and Assumptions*

- Contractor will submit the final NOP/IS, NOA, and NOC electronically (MS Word and Adobe PDF formats) to the County.
- Contractor assumes no more than 10 paper copies and one thumb drive with electronic copies of the NOP and notices will be requested.
- Contractor will upload the NOP/IS, NOA and NOC to the State Clearinghouse website.
- The County will assist with preparation of the NOP distribution list by providing the County's standard distribution list and identifying stakeholders and other interested parties that should be included on the list.

- The County or applicant will arrange for any electronic or on-site posting of the NOA and publication in a local newspaper.
- The County will arrange for sending the NOP/IS via certified mail.

### **PHASE 3. CONDUCT A SCOPING SESSION AND PREPARE A NOP COMMENT MATRIX**

Contractor's Project Manager Erica Rippe and Deputy Project Manager/Project Planner Kara Laurenson-Wright will attend and conduct one in-person community scoping meeting in the MidCoast area during the 30- day NOP/IS comment period. Contractor staff will prepare a summary PowerPoint presentation based on project information in the NOP; the presentation will highlight the CEQA process and the timeline for the project. Contractor will also provide materials for the scoping meeting, including an agenda, sign-in sheets, written comment forms, speaker cards, and up to 10 paper copies of the NOP. Contractor will be prepared to respond to questions, make presentations, and/or participate in the meeting. Contractor has reviewed the previous Summary of Public Outreach Measures prepared by MidPen (2020) and is aware of potential public concerns, including project density, traffic and circulation, and infrastructure to support development. Contractor will provide a court reporter to transcribe the proceedings, organize the comments received, and document the results.

During the public review period for the NOP/IS, the County will provide Contractor with copies of all public comments received. To ensure that all comments are addressed in the EIR, Contractor will prepare a summary matrix of public comments, indicating the resource area or topic, and section of the EIR in which they will be addressed. Contractor will review all public comments during the public scoping period; compile all comments into a matrix listing the commenter, the commenter's affiliation, and the key issues raised in the hearing transcript, comment letters, or e-mails; and provide the matrix to the County for review. The matrix may be included with the NOP comment letters as an appendix to the EIR.

#### **Deliverables and Assumptions**

- Contractor will submit the meeting transcript and a draft and final summary matrix of written and spoken public comments.
- Contractor assumes that the County will secure and provide the meeting location (including a virtual meeting platform, if necessary).
- Contractor assumes the NOP scoping meeting would be a maximum of 3 hours.
- Contractor assumes the court reporter fees will not exceed \$500.

### **PHASE 4. ADMINISTRATIVE DRAFT EIR**

#### **Task 4.1 Administrative Draft EIR**

Contractor will prepare an Administrative Draft EIR, incorporating the technical studies previously prepared by the applicant, as outlined in Task 1.2. The EIR will identify potential direct and indirect environmental impacts from the project, which will be clearly identified with a determination as to whether the project would result in no impact, a less-than-significant impact, a significant but mitigable impact, or a significant and unavoidable impact. The EIR will also identify all feasible mitigation measures that would reduce any significant impacts to the greatest extent feasible.

Contractor will preview the format for the Draft EIR for the County's concurrence prior to initiation of impact analyses. The EIR will contain the following chapters:

#### *Summary and Introduction*

Contractor will prepare a Summary of the EIR, which will include a brief description of the project, an impact and mitigation measure summary table, a summary of each issue area discussed in the environmental impact analysis, a brief description of identified alternatives and the environmentally superior alternative, and a discussion of the growth-inducing impacts of the project. The Summary will also include issues raised during the public scoping process.

Contractor will prepare an Introduction, which will provide an overview of the EIR; identify the lead, responsible, and trustee agencies for the project; describe the intended uses of the EIR; and summarize the EIR review process.

### *Project Description*

Contractor will update the EIR-level Project Description prepared for the NOP (see Task 2.1), as needed. Minor revisions to the Project Description are anticipated as part of the EIR process; however, major changes could substantially affect impact analyses. Any changes to the Project Description that require revisions to completed or in-progress tasks could represent additional costs not included in the proposed cost estimate.

### *Environmental Impact Analysis Chapters*

Contractor will prepare the Environmental Impact Analysis chapter of the EIR, which will familiarize readers with the format of the environmental analysis. Each resource chapter will include a discussion of relevant regulatory statutes, plans, and programs in place; identify thresholds of significance; describe the methodology and approach to analysis; assess project-level environmental impacts; identify mitigation measures; and assess cumulative impacts. The mitigation measures will specify the timing and method of implementation. Mitigation measures will be written in a format that includes a “timing” milestone and a method by which the measure can be monitored. Timing milestones will coincide with the various stages of the planning and permitting process.

Contractor assumes the environmental topic areas described in Phase 2 can be addressed in the Initial Study in full, and thus a detailed EIR section will not be provided for these topics. The following technical sections are anticipated to be included in the EIR; Contractor’s approach to each section is briefly outlined.

### *Aesthetics*

Contractor will prepare this section based on a review of the applicant-supplied Aesthetics and Visual Resources Coastal Commission Review Draft, prepared by Stevens Consulting and dated August 2020. Contractor understands that density and neighborhood character preservation is a community concern.

Contractor will analyze the visual character of the proposed project using CEQA parameters. During the site visit, Contractor will document and analyze the project’s visibility, view corridors, and likelihood of project elements contrasting with existing visual quality and community character. Lighting and glare effects will also be addressed.

### *Air Quality*

Contractor will prepare the air quality section based on the results of the applicant-supplied Air Quality and Greenhouse Gas Emissions Assessment, prepared by Illingworth and Rodkin and dated June 29, 2018. Local and regional climate, meteorology, and topography as they affect the accumulation or dispersal of air pollutants will be presented, and current air quality conditions and recent trends in the San Francisco Bay Area Air Basin and project area will be described on the basis of the California Air Resources Board and the

U.S. Environmental Protection Agency annual air quality monitoring data summaries. The analysis does not include a Health Risk Assessment. Federal, state, and local regulatory agencies responsible for air quality management will be identified, and applicable federal, state, and local air quality policies, regulations, and standards will be summarized. Details of the analysis (e.g., daily emission calculations) will be included in an appendix to the EIR. The impact analysis will be based on the significance thresholds in Appendix G of the State CEQA Guidelines and the Bay Area Air Quality Management District (BAAQMD) emissions-based thresholds. The net increase in operational emissions (i.e., project minus existing) will be compared to the significance thresholds established by BAAQMD.

### *Biological Resources*

Contractor will prepare the biological resources section based on the results of the applicant-supplied Biological Resources Assessment, prepared by De Novo Planning Group and dated August 2020. The proposed project site is located within a previously developed/disturbed area and supports special-status plants and potentially special-status wildlife species, wildlife migration corridors or nursery sites, riparian habitat, sensitive natural communities, or wetlands or other waters. The project is mapped within the Fitzgerald Area of Special Biological Significance watershed, due to the sensitive marine habitats found offshore near the project site. The proposed project area also provides suitable nesting habitat for birds protected under the Migratory Bird Treaty Act and California Fish and Game Code.

An Incidental Take Permit (ITP) or other agency approvals may be required per Mitigation Measure Bio-2 (page 42 of Biological Resources Assessment). If the County determines that an ITP is necessary, Contractor assumes that application and/or agency coordination would be prepared under a separate contract.

### *Cultural Resources*

Contractor will prepare the cultural resources section based on the findings of the applicant-supplied Cultural Resources Evaluation, prepared by Archaeological Resource Management and dated June 1, 2018. The ethnographic history of the project region will be summarized, resources known to occur within or adjacent to the project site will be described, and the project's impacts on those resources will be assessed.

### *Greenhouse Gas Emissions*

Contractor will prepare the air quality section based on the results of the applicant-supplied Air Quality and Greenhouse Gas Emissions Assessment, prepared by Illingworth and Rodkin and dated June 29, 2018. The greenhouse gas (GHG) emissions assessment will include a brief description of global climate change and a summary of key, applicable regulatory measures. The net increase in GHG emissions (i.e., project minus existing emissions) will be presented in the EIR and details of the analysis (e.g., annual GHG emission calculations) will be included in an appendix.

### *Geology and Soils*

Contractor will prepare this section based on a review of the Geotechnical Investigation prepared by Rockridge Geotechnical for the proposed project (2018) and published geologic maps and reports from the U.S. Geological Survey (USGS) and California Geological Survey. The potential impacts related to geologic and seismic conditions will be identified, including ground-shaking and liquefaction potential from earthquakes, potential seismic-induced ground failure, slope stability, expansive soils, subsidence, and erosion, with respect to implementation of the proposed project.

### *Hazards and Hazardous Materials*

Contractor will summarize the results of the following AEI reports: Phase I ESA (2015) and Limited Phase II Subsurface Investigation (2016), Water Well Sampling (2018), Additional Subsurface Investigation and Water Well Evaluation (2018), and Well Sampling and Well Destruction (2018). For other CEQA issue areas, including fire hazards, aviation safety/noise, and/or emergency operations and evacuation planning, Contractor will gather, evaluate, and summarize relevant General Plan information, as well as applicable maps, reports, and databases available from state and local public agencies. Potential impacts will be identified, and appropriate mitigation measures will be developed to minimize such impacts, if necessary.

#### *Hydrology and Water Quality*

Contractor will prepare this section based on a review of the Hydromodification Report prepared by BKF and dated May 2, 2018; the County's General Plan from 1986; and published maps and reports by the California Department of Water Resources, USGS, and Federal Emergency Management Agency. Contractor will examine the potential impacts of the project on hydrology and water quality, including analysis of the stormwater system and potential flooding impacts. If necessary, mitigation measures may be proposed to reduce any identified potential impacts.

#### *Land Use*

Contractor will prepare this section based on a review of the County and Coastal Commission's actions for the project to comply with the land use and zoning of the site. Contractor will review the LCP Amendment and San Mateo County's General Plan zoning designation from Medium-High Density Residential to Medium Density Residential. This section will also consider the proposed project's compatibility with adjacent existing land use, development, and roadways. Contractor will evaluate the project's consistency with the County's 1986 General Plan, LCP, General Plan Housing Element, and Zoning Code.

#### *Noise and Vibration*

Contractor will analyze the impacts of project construction and operation on existing background noise levels based on the results of noise modeling described in Illingworth and Rodkin's Noise and Vibration Assessment (2018). The noise section will discuss the existing environment, noise monitoring results, analysis methodology, and findings. The section will provide a summary of the relevant regulatory framework against which noise and vibration impacts are assessed based on the relevant federal, state, and city standards. The analysis of operational noise impacts will consider future noise levels using project and roadway information generated from the Kittelson and Associates' Traffic Impact Analysis, dated April 2019, and the Supplemental Update Regarding Transportation Analysis, dated August 14, 2020, and noise exposure within the proposed project site associated with adjacent roadways.

#### *Transportation*

Contractor will prepare the transportation section of the EIR based on the Kittelson and Associates' Traffic Impact Analysis, dated April 2019, and the Supplemental Update Regarding Transportation Analysis, dated August 14, 2020. This section will identify existing traffic conditions and traffic generated by the project and will provide an analysis of estimated impacts to local area circulation and transportation resulting from the proposed project based on consideration of vehicle miles traveled (VMT) and non-passenger-vehicle modes of transportation. The project meets the affordable housing screening threshold in the County's interim VMT guidelines and is considered infill per the County's Response to RFP Questions. The scope includes a detailed review of the LCP. The EIR will identify feasible mitigation measures as determined by the Traffic Report, Contractor, and County staff and will identify the residual significance (following implementation of mitigation measures) of any impacts identified.

### *Tribal Cultural Resources*

Contractor will assist the County with tribal consultation by contacting the Native American Heritage Commission (NAHC) on its behalf for a review of the Sacred Lands File (SLF) and to request a list of Native American contacts with interest in the project area. The SLF search may identify the presence of Native American cultural sites, traditional places, or landscapes, and the NAHC will provide a list of Native American contacts who may have unique knowledge of such resources. Contractor will then provide the County with letter templates, checklists, and detailed instructions to ensure the County can complete meaningful consultation with interested Native American groups pursuant to AB 52. Contractor will conduct one round of follow-up correspondence (email or phone calls) on behalf of the County to ensure adequate outreach. Contractor assumes no in-person meetings or other consultation activities are required.

Within the EIR section, Contractor will summarize the results of the AB 52 consultation process.

### *Utilities and Service Systems*

Contractor will prepare the utilities section of the EIR based on the project's impact on demands for utilities and service systems in the project. Contractor will analyze the project's impact on demands for public services in the project vicinity using Stevens Consulting's Public Services and Utilities Report (2018) and the Preliminary Environmental Evaluation Report (2020), in addition to data from the Montara Water and Sanitary District. The analysis will describe the project's possible sources of water supply over the life of the project and the environmental impacts of supplying water and wastewater services to the project. If necessary, mitigation measures may be required to reduce project impacts in this area.

### *Cumulative Impacts*

Contractor will prepare the cumulative impacts analysis to address those impacts that are "cumulatively considerable," consistent with the guidance provided by the State CEQA Guidelines. Contractor will coordinate early with the County regarding the approach for the cumulative impact analysis. For example, identifying the cumulative projects in the area will be a critical path item to ensuring technical reports adequately and consistently analyze cumulative impacts. Contractor will develop a cumulative impacts analysis under each of the impact topics addressed in this EIR. Each impact topic section will begin with a definition of the geographic area of concern for the impact area, and a description of reasonably foreseeable projects within the geographic area of concern. The combined effects of these projects with those of the proposed project are assessed to determine whether those effects could be cumulatively significant. If so, the proposed project's incremental effects will be considered and Contractor will determine whether they could be cumulatively considerable. In consultation with County staff, Contractor will identify mitigation measures to reduce or mitigate the project's incremental impact to less than cumulatively considerable. Mitigation measures will be identified and developed in consultation with County staff and will include the residual significance (following implementation of mitigation measures) of any impacts identified.

### *Alternatives Analysis*

Contractor will prepare the Alternatives Analysis chapter, which will describe a reasonable range of alternatives to a project, or to the location of a project, that could feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project and evaluate the comparative merits of the alternatives. The Alternatives Analysis section will include, as required by CEQA, the "No Project" Alternative and other reasonable alternatives that would reduce or eliminate identified potentially significant impacts. Contractor notes the Alternatives Analysis (2019) which preliminarily developed the range of six project alternatives in conjunction with the County. Contractor will work with the County to adapt the previous alternatives and/or develop new options for a total of three reasonably feasible

project alternatives to be analyzed in the EIR. Potential impacts of the alternatives will be provided to show prospective decision-makers the environmental consequences of alternative designs.

Given applicable CEQA mandates, this section of the EIR will:

- Describe the range of reasonable alternatives to the project;
- Examine and evaluate resource issue areas where significant adverse environmental effects have been identified and compare the impacts of the alternatives to those of the proposed project; and
- Identify the Environmentally Superior Alternative.

The alternatives analysis will be conducted in a general or qualitative level of detail. Contractor Project Manager Erica Rippe will work closely with the County during preparation of the alternatives analysis section of the EIR.

#### *Other CEQA Considerations*

State CEQA Guidelines Section 15126.2(e) states that for the preparation of EIRs, growth-inducing effects are defined as “. . . ways in which the project could foster economic or population growth, or the construction of additional housing, either directly or indirectly, in the surrounding environment.” The State CEQA Guidelines expand upon this description by stating, “Included in this are projects which would remove obstacles to population growth (a major expansion of a wastewater treatment plant might, for example, allow more construction in service areas).” This chapter of the EIR will analyze the project in terms of its potential to substantially induce growth in the surrounding area. In addition, this chapter will include a discussion of significant irreversible environmental effects, such as those related to potentially significant energy implications of the project (increased demand and use of non-renewable and renewable energy sources).

This chapter will also identify Effects Not Found to Be Significant, Significant Unavoidable Impacts, and Areas of Known Controversy and Issues to Be Resolved.

#### *Other Required Topics*

The Administrative Draft EIR will include a Table of Contents, as well as any other components required by CEQA and the State CEQA Guidelines, including a list of the EIR preparers, a list of references, and identification of any required notices and requests and responses to consultations with other agencies used in preparation of the EIR.

#### *Deliverables and Assumptions*

- Contractor will preview the format for the Draft EIR for the County’s concurrence prior to initiation of impact analyses.
- Contractor will submit one hard copy and an electronic copy (MS Word and Adobe PDF formats) of the Administrative Draft EIR for County review.

### **PHASE 5. DRAFT EIR**

#### **Task 5.1: Draft EIR Publication**

Based on one round of consolidated comments from County staff, Contractor will revise the Administrative Draft EIR and develop the public review Draft EIR. Contractor will coordinate with the County to update the NOP distribution list for the Draft EIR. Contractor will assist the County in emailing of the NOA and/or Public Review Draft EIR to interested stakeholders and parties who have requested notification. The County will be

responsible for publishing the legal notices in the newspaper and Contractor will be responsible for distributing the Draft EIR to the State Clearinghouse, public agencies, and interested parties. Contractor will upload all required notices, including the NOC, NOA, and Summary Form for Electronic Document Submittal, to the State Clearinghouse website. As discussed under Phase 8, Contractor will attend a Planning Commission meeting held during the public comment period for the DEIR.

#### Deliverables and Assumptions

- Contractor will submit four hard copies and one electronic copy (MS Word and Adobe PDF formats) of the Draft EIR to the County.
- The County or applicant will arrange for the required site posting of the NOA.
- The County will arrange for publication of the legal notice in each local newspaper of general circulation and pay the associated publishing fees.
- The County will upload the NOP and NOA to the County website.
- Contractor will upload the NOP, NOC, and State Clearinghouse Summary Form to the State Clearinghouse website.

#### **Task 5.2: Administrative Record**

Contractor will prepare an Administrative Record for the EIR that is clean, organized and accessible, and will apply the County's categorization and organizational format (if provided) or will propose a format and structure for the County's review and approval. All required correspondence, meeting agendas and minutes, consultation phone records, background reports, referenced sources, and other cited and referenced information pertinent to the EIR analysis and key decision-making through the process will be included. Contractor will submit the Administrative Record in electronic format for the County's incorporation into the complete record upon completion of the project.

#### Deliverables and Assumptions

- Contractor will submit an electronic copy of the Administrative Record for the Draft EIR.

### **PHASE 6. FINAL EIR**

#### **Task 6.1: Administrative Draft Final EIR**

After the close of the 45-day public comment period on the Draft EIR, Contractor will prepare an Administrative Draft Final EIR document. This document will consist of the Draft EIR with proposed revisions incorporated into the document, a chapter containing comments received on the Draft EIR during the public review period, as well as responses to those comments, and a summary of changes to the EIR document as a result of comments received during the public comment period.

Contractor notes the Responses to Comments chapter is a critical task in ensuring a legally defensible document. All comment letters will be reproduced in full and organized by federal, state, and local jurisdiction and members of the public, and by the date the letters were received. Comment letters and comments within each letter will be numbered for easy referencing, and the responses to each comment will be similarly numbered to allow easy correlation. Contractor will preview the format for Final EIR document, including the Responses to Comments chapter, for approval of the County prior to initiation of responses.

Based on the nature of the proposed project, ongoing public interest and involvement, and the response to MidPen's 2016 outreach efforts, Contractor anticipates robust focused neighborhood and community interest in the

project. Contractor notes that at the January 22, 2020, Planning Commission meeting regarding the project, approximately 100 individuals provided comments.

In conformance with CEQA Guidelines Section 15088, if the responses to comments make important changes in the information contained in the text of the Draft EIR, the consultant shall highlight the revisions directly in the text of the EIR. We assume that no new or revised technical analyses will be needed to respond to public comments and prepare the Administrative Draft Final EIR.

#### Deliverables and Assumptions

- Contractor will preview the format for Final EIR document, including Responses to Comments chapter, for approval of the County prior to initiation of analyses.
- Response to Public Comments that cannot be answered under a master response within the hours specified in the provided fee proposal could represent additional costs not included in the proposed budget. These additional services can be provided under a scope of work amendment.
- Contractor will submit an electronic copy of the Administrative Draft Final EIR (Microsoft Word and Adobe PDF formats) to the County for review, with all revisions in tracked changes.
- Contractor assumes that no new or revised technical analyses will be needed to respond to public comments and prepare the Final EIR.
- Contractor will provide updates to the Draft EIR Administrative Record, if necessary.

#### Task 6.2: Screencheck Final EIR

Based on consolidated comments from County staff, Contractor will revise the Administrative Draft Final EIR and develop the Screencheck Draft Final EIR.

#### Deliverables and Assumptions

- Contractor will submit an electronic copy of the Screencheck Draft Final EIR (Microsoft Word and Adobe PDF formats) to the County for review, with all revisions in tracked changes.

#### **Task 6.3: Final EIR**

Based on consolidated comments from County staff, Contractor will revise the Screencheck Draft Final EIR and develop the publication-ready Final EIR. Contractor will also prepare the Notice of Determination for submittal by the County within 5 days of project approval.

#### Deliverables and Assumptions

- Contractor will provide two hard copies and one electronic copy (MS Word and Adobe PDF formats) of the Final EIR, including all revisions in tracked changes and appendices, for public review.

#### **Task 6.4: FEIR Appeal Assistance**

If the project is appealed to the Board of Supervisors, Contractor will assist the County in preparing a response to the appeal, including preparation of the appeal document exhibits. For budgeting purposes, up to 14 staff hours are assumed. Attendance at the appeal is outlined separately under Phase 8 below.

#### Deliverables and Assumptions

- Contractor will assist the County in preparing the appeal document exhibits. For budgeting purposes, up to 14 staff hours are assumed. Appeal Documents could represent additional costs beyond the 14 hours included in the proposed budget. These additional services can be provided under a scope of work amendment.

## **PHASE 7. MITIGATION AND MONITORING AND REPORTING PROGRAM**

PRC Section 21081.6 requires an agency making findings pursuant to CEQA to adopt a reporting or monitoring program to ensure implementation of mitigation measures to avoid or minimize significant environmental effects. Contractor will prepare one administrative draft Mitigation Monitoring and Reporting Program (MMRP) concurrent with review of the Administrative Draft Final EIR. Contractor will prepare an MMRP checklist listing project mitigation measures, the steps to verify of compliance, and any proposed monitoring. The final MMRP will be provided electronically.

### **Deliverables and Assumptions**

- Contractor will submit an electronic copy of the Administrative Draft and Final MMRPs (MS Word and Adobe PDF format) for County staff review.
- Contractor will update the Draft EIR Administrative Record, if necessary.

## **PHASE 8. CEQA FINDINGS AND HEARINGS**

### **Task 8.1: CEQA Findings**

Pursuant to State CEQA Guidelines Section 15093 and in coordination with the County, Contractor will prepare an electronic Draft Findings and Statement of Overriding Considerations (if necessary) in a format approved by the County. The findings will address why project alternatives were not approved in lieu of the proposed project; if an alternative is not selected due to financial reasons, Contractor assumes the County or Applicant will provide substantial evidence to support this finding. This task includes one round of County review.

### **Task 8.2: Public Hearings**

Contractor will provide support and attend up to three Planning Commission meetings and one Board of Supervisors hearing throughout the CEQA process. Contractor will attend a Planning Commission meeting held during the public comment period for the DEIR, and a second Planning Commission meeting where a Final EIR determination will be decided, along with project permits. Per the RFP, Contractor budgeted for a third Planning Commission meeting. If the project is appealed, Contractor will attend a Board of Supervisors meeting to answer questions related to CEQA. Preparation time for the appeal is outlined under Task 6.4. It is assumed Contractor will attend these public hearings virtually.

Contractor's Project Manager Erica Rippe will be prepared to respond to questions regarding the information, analysis, findings, and recommendations contained in the environmental document. Each of the public hearings is assumed to last up to 4 hours and is assumed to be held virtually. If the format of the meetings are to change to in-person or hybrid meetings, Contractor can accommodate accordingly.

### **Deliverables and Assumptions**

- Contractor will submit electronic copies of the Administrative Draft and Final Findings of Fact and Statement of Overriding Considerations (if necessary) for County staff review.
- Contractor will prepare for and attend up to three virtual Planning Commission meetings and one virtual Board of Supervisors hearing.

- It is assumed the public hearings would be a maximum of 3 hours; 1 hour of staff preparation time is included for each public meeting.

## **PHASE 9. PROJECT MANAGEMENT**

Contractor's Project Manager Erica Rippe will be the day-to-day contact for the County and will be responsible for and oversee all aspects of environmental analysis, including providing QA/QC for work products and communicating and coordinating with County staff by telephone and email, with a goal of responding to emails within 24 hours. Ms. Rippe will also actively engage with all Contractor team members to ensure all parties have consistent project information, are meeting project milestones, and are working within the agreed-upon scope of work and budget. This coordination will ensure the project remains on schedule, concerns that require attention are promptly communicated, and efficient and practical solutions can be developed for avoiding and/or mitigating impacts to environmental resources.

Phase 9 includes participation for up to 2 Contractor staff members in up to 7 technical consultation conference calls, no more than 1 hour in length for each meeting to discuss technical strategy, approach, analysis results, and mitigation. Contractor will prepare meeting agendas and notes, as necessary.

Attendance at public hearings is included separately under Phase 2, Phase 5 Task 2, and Phase 8.

This task includes preparing regular invoicing progress reports to be submitted with our monthly invoice to the County.

## **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:

Contractor shall submit monthly invoices for services rendered during the prior month to [planning\\_fiscal@smcgov.org](mailto:planning_fiscal@smcgov.org), identifying the Agreement Number, specific work completed, the contract do-not-exceed amount, and the amount remaining unspent under this Agreement. The invoice shall be based on the hourly billing rates set forth in the table in this Exhibit B. County shall pay Contractor within thirty (30) business days of receipt of a satisfactory invoice. Payment for services under this Agreement shall not exceed the "Total" shown in the table below. In no event shall total payment for services under this Agreement exceed two hundred forty-four thousand, four hundred sixty-three dollars (\$244,463) without a written amendment signed by both parties.

PHASE/TASK NAME	LABOR HOURS	LABOR \$	EXPENSE \$	SUBS \$	NTE TOTAL BUDGET \$
Phase 1. Project Kick-Off Meeting and Site Visit					
Task 1.1 Kickoff Meeting and Site Visit	34	\$5,661	\$202		\$5,863
Task 1.2 Review of Technical Documents and Data Request	12	\$1,896			\$1,896
Task 1.3 TIA Peer Review	39	\$7,751		\$49,795	\$57,546
Phase 2. Prepare Initial Study and Notice of Preparation					
Task 2.1 Project Description	40	\$6,178			\$6,178
Task 2.2 Administrative Draft NOP/IS	80	\$12,392	\$575		\$12,967
Task 2.3 Publication of NOP/IS	64	\$9,716	\$276		\$9,992
Phase 3: Conduct a Scoping Session and NOP Comment Matrix	34	\$5,600	\$640		\$6,240
Phase 4: Administrative Draft EIR	304	\$50,998			\$50,998
Phase 5: Draft EIR					
Task 5.1 Draft EIR Publication	81	\$11,738	\$241		\$11,980
Task 5.2 Administrative Record	26	\$3,854			\$3,854
Phase 6: Final EIR					
Task 6.1 Administrative Draft Final EIR	181	\$29,713			\$29,713
Task 6.2 Screencheck Final EIR	54	\$8,740			\$8,740

PHASE/TASK NAME	LABOR HOURS	LABOR \$	EXPENSE \$	SUBS \$	NTE TOTAL BUDGET \$
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Task 6.3 Final EIR	36	\$5,166	\$236		\$5,402
Task 6.4 FEIR Appeal Assistance	14	\$2326			\$2,326
Phase 7: MMRP	29	\$4,747			\$4,747
Phase 8: CEQA Findings and Hearings					
Task 8.1 CEQA Findings	40	\$6,620			\$6,620
Task 8.2 Public Hearings	25	\$4,235			\$4,235
Phase 9: Project Management	86	\$14,966			\$14,966
PROJECT TOTAL	1,179	\$192,297	\$2,170	\$49,795	\$244,263

# Appendix A



September 7, 2022

Mr. Peter A. Mye Senior  
Planner  
SWCA Environmental Consultants 95  
Third Street, Floor 2  
San Francisco, CA 94103

**Subject: Proposal to Conduct a Peer Review for the Cypress Point Traffic Impact Analysis and Mitigation Plan in Moss Beach, California**

Dear Peter,

Thank you for inviting Fehr & Peers to submit this proposal to provide a peer review for the Cypress Point Traffic Impact Analysis and Mitigation Plan (TIA). We understand the County has requested a peer review of the TIA due to traffic and safety concerns associated with the project- related traffic impacts and mitigation measures associated with the SR-1/Carlos Street intersection, and concerns related to the TIA's consistency with the Connect the Coastside (CTC) report. The peer review will serve to confirm or suggest modifications to the identified impacts and determine whether the recommended improvements are consistent with ongoing plans such as the CTC.

Our detailed scope of work, fee, and schedule are presented in the following sections.

## Scope of Work

We will conduct a peer review of the TIA that will include the following tasks:

1. Review document and provide comments
2. Calculate trip generation and parking demand using most up to date Institute of Transportation Engineers (ITE) rates and document whether the analysis changes TIA conclusions
3. Review proposed mitigations in context of other relevant plans and recommend preferred solutions where multiple mitigation measures are suggested, including State Route 1 / Carlos Street Sight Distance improvements
4. Second round of peer review
5. Collect traffic counts for Weekday AM Peak, Weekday PM Peak, and Saturday Midday. Compare new traffic counts against 2017 traffic counts and suggest modifications, if any, to the analysis findings
6. Optional Task: Rerun the analysis using new traffic counts to determine modifications, if any, to the analysis findings



Our document review as part of Task 1 will primarily focus on the following sections:

- Project trip generation
- Site access and circulation impacts
- Vehicle miles traveled (VMT) analysis and methodology, including VMT reductions for Transportation Demand Management (TDM) features and site design features to promote alternative transportation methods
- Adequacy of proposed mitigation/improvement measures
- Consistency with transportation goals, policies, and supporting data contained in the San Mateo County Comprehensive Bicycle and Pedestrian Plan, Connect the Coastside Report, and other local relevant documents
- Consistency with CEQA requirements

We will review the site access and circulation assessment, including:

- The location and design of the proposed project driveway, including available sight distance and consideration of design elements to improve visibility and safety;
- Assessment of the code-required parking supply, including accessible spaces, and determination of the plan's conformance to the requirements;
- The design of the proposed project frontage;
- Emergency vehicle and truck access and circulation within and adjacent to the site;
- Pedestrian and bicycle access and circulation within and adjacent to the site;
- Transit access adjacent to the site; and
- Pedestrian access to and from transit stops.

We will identify whether any additional analysis is recommended to meet CEQA requirements and review those recommendations with City staff. The results of our peer review will be documented in a technical memorandum summarizing our work from Tasks 1-5. This work plan includes a draft and final technical memorandum to incorporate any comments received from City staff. This work plan does not include subsequent support for the CEQA documentation.

Fehr & Peers will participate in up to five conference calls as part of this scope of work. This includes a project kick-off call to review peer review scope and the project site plan, a subsequent call to review the draft technical memorandum, and up to three other meetings with San Mateo County staff, Caltrans staff and/or others. In addition to the five conference calls, we assume attendance at up to two in-person Board of Supervisors or Planning Commission meetings.

Additional meetings or hearings can be added on a time-and-materials basis.



## Fee & Schedule

Fehr & Peers will perform the above Tasks 1-5 on a time and materials basis, not to exceed **\$43,300**. Optional Task 6 can be completed for an additional fee of \$31,000.

We will be able to begin work upon receipt of notice to proceed. The attachment includes a fee breakdown and our current billing rates. The results of our peer review will be submitted within six weeks of receipt of authorization. If this scope, fee, and schedule are agreeable to you, please issue a contract for our review and execution.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Should you have any questions or comments, please contact Mike Hawkins at (415) 692-7765.

Sincerely, FEHR &

PEERS

Mike Hawkins, PE, Associate

P22-2348-SF

**Exhibit A: Detailed Budget Cypress Point TIA Peer Review**

Task	Senior Associate Daniel	Associate Mike	Associate Teresa W.	Engineer Natalie D	Support Owens	Labor Costs	Direct Costs	Task Total
<i>Hourly Billing Rate:</i>	\$250	\$230	\$210	\$165	\$150			
Task 1: Transportation Study Review	2	10	2	24	5	\$7,930	\$560	\$8,490
Task 2: Analysis (Trip Gen, Parking, Sight Distance)	0	2	2	8	2	\$2,500	\$180	\$2,680
Task 3: Review of Mitigations and Relevant Plans	2	2	2	8	2	\$3,000	\$210	\$3,210
Task 4: Second Round Peer Review	2	8	2	24	5	\$7,470	\$520	\$7,990
Task 5: Data Collection	2	6	0	20	4	\$5,780	\$6,210	\$11,990
Meetings & Coordination	4	14	0	18	5	\$7,940	\$1,000	\$8,940
Optional Task 6	4	20	12	110	18	\$28,970	\$2,030	\$31,000
<i>TOTAL Without Optional Tasks</i>	<i>12</i>	<i>42</i>	<i>8</i>	<i>102</i>	<i>23</i>	<i>\$ 34,620</i>	<i>\$ 8,680</i>	<i>\$ 43,300</i>
<i>TOTAL With Optional Tasks</i>	<i>16</i>	<i>62</i>	<i>20</i>	<i>212</i>	<i>41</i>	<i>\$ 63,590</i>	<i>\$ 10,710</i>	<i>\$ 74,300</i>



2022-2023  
(July 2022 through June 2023)  
**Hourly Billing Rates**

Classification	Hourly Rate	
Principal	\$240.00 -	\$375.00
Senior Associate	\$205.00 -	\$300.00
Associate	\$175.00 -	\$255.00
Senior Engineer/Planner	\$160.00 -	\$215.00
Engineer/Planner	\$130.00 -	\$175.00
Senior Engineering Technician	\$150.00 -	\$215.00
Senior Project Accountant	\$170.00 -	\$190.00
Senior Project Coordinator	\$130.00 -	\$180.00
Project Coordinator	\$120.00 -	\$170.00
Technician	\$150.00 -	\$170.00
Intern	\$95.00 -	\$140.00

- *Other Direct Costs / Reimbursable expenses are invoiced at cost plus 10% for handling.*
- *Personal auto mileage is reimbursed at the then current IRS approved rate (58.5 cents per mile as of Jan 2022).*
- *Voice & Data Communications (Telephone, fax, computer, e-mail, etc.) are invoiced at cost as a percentage of project labor.*