

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

This Agreement is entered into this 2ND day of October, 2018, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and SWCA, Incorporated, dba 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 preparing and processing an Environmental Impact Report and a Mitigation Monitoring and Reporting Program for the Canyon Lane Roadway Improvements Development 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 one-hundred, ninety-two thousand, nine-hundred eighteen dollars (\$192,918.00). 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 October 2, 2018, through August 15, 2019.

5. Termination

This Agreement may be terminated by Contractor or by the Community Development 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 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, and regulations, 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. 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 or regulation, the requirements of the applicable law or regulation 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 Manager 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 Manager, 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 Manager.

To effectuate the provisions of this Section, the County Manager 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.

h. 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.

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 if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or 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: Steve Monowitz, Community Development Director
Address: County of San Mateo Planning and Building Department
455 County Center, 2nd Floor, Mail Drop PLN 122
Redwood City, CA 94063
Telephone: (650) 363-1861
Facsimile: (650) 363-4849
Email: smonowitz@smcgov.org

In the case of Contractor, to:

Name/Title: Megan Peterson, Bay Area Director
Address: SWCA, Incorporated, dba SWCA Environmental Consultants
330 Townsend Street, Suite 216
San Francisco, CA 94107
Telephone: (415) 536-2883
Facsimile: (415) 536-3802
Email: mpeterson@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.

* * *

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, Incorporated, dba SWCA Environmental Consultants



Contractor Signature

9/7/2018
Date

Cara Corsetti, Senior Principal
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:

Contractor shall complete the preparation and processing of an Environmental Impact Report and a Mitigation Monitoring and Reporting Program for the Canyon Lane Roadway Improvements Development Project. A complete scope of work is attached as Exhibit "A(1)".

SCOPE OF WORK AND COST ESTIMATE

PROPOSED TIMELINE

Our proposed timeline is presented in Table 1. This milestone schedule reflects the consultant selection in May 2018 and assumes contract execution by October 2018.

The tasks identified in the table correspond to the tasks identified in SWCA's proposed scope of work and include anticipated completion times for each major task. We are confident that we can meet the County's goals related to the project schedule and have planned for completion of the Draft EIR within approximately 9 months of contract execution and completion of the Final EIR within approximately 12 months of contract execution.

Delay of milestone events may occur due to unforeseen circumstances out of the control of SWCA, which could cause corresponding delays in remaining milestones. Critical path issues include:

- Formulation of a detailed Project Description for the EIR;
- Collaboration with the County's team to develop a reasonable range of feasible alternatives for consideration.

SWCA will work with the County to revise the schedule, as necessary, due to any unforeseen events, while maintaining the time frames allotted for each milestone. The SWCA project team members will be flexible with their schedules should adjustments need to be made to maintain progress and meet project goals.

Table 1. Proposed Timeline

MILESTONE	ESTIMATED COMPLETION DATE	ESTIMATED TIMEFRAME
Contract Award	October 10, 2018	–
Notice of Preparation	November 7, 2018	4 weeks
Notice of Preparation and Public Scoping Period	November 7–December 5, 2018	30 days
Public Scoping Meeting	November 14, 2018	–
Administrative Draft EIR (including technical background studies)	February 13, 2019	10 weeks
County Review of Administrative Draft EIR	March 13, 2019	4 weeks
Public Draft EIR	April 10, 2019	4 weeks
Circulation of Draft EIR	April 10–May 28, 2019	45 days
Planning Commission Public Hearing	May 8, 2019 (approximate)	–
Administrative Final EIR, Administrative Final Mitigation Monitoring and Reporting Program, and Draft Certification Resolution with CEQA Findings and Overriding Considerations	June 25, 2019	4 weeks
Final EIR, Final Mitigation Monitoring and Reporting Program, and Certification Resolution with CEQA Findings and Overriding Considerations	July 23, 2019	4 weeks
EIR Certification	August 14, 2019	4 weeks
Notice of Determination	August 15, 2019	5 days

WORK ELEMENTS

SWCA and our subconsultants will prepare the documents required by CEQA for the proposed Canyon Lane Roadway Improvements Development Project that will enable the Lead Agency, San Mateo County; the Responsible Agencies, City of Redwood City and LAFCo; and any other decision-makers to make informed decisions regarding the proposal.

The pre-application workshop held in 2016 attracted a relatively large number of interested individuals who raised several important environmental issues. While community concerns alone do not require preparation of an EIR, such concerns related to environmental issues provide some guidance as to topics that will need detailed analysis in the EIR.

Section 6.2 of the RFP outlines the basic CEQA documents to be prepared; our proposal presents details on how we will approach the work. Our proposed schedule of the tasks is presented below, with the corresponding work element numbers shown in RFP Section 6.2, B. Work Elements, noted in the task headings.

1. NOTICE OF PREPARATION AND PUBLIC SCOPING (RFP B.1 AND B.2)

- SWCA will draft a brief description of the proposed roadway improvements and related development opportunities and submit three copies and one electronic copy for County Planning and Building Department staff review and comment.
- Based on one set of consolidated comments from County staff, SWCA will revise the description and use it to draft a combined Notice of Preparation of an EIR (NOP) pursuant to CEQA Guidelines Section 15082 and a Notice of Public Scoping Meeting pursuant to Section 15083. The NOP will also include up to 2 graphics identifying the location of the proposed project; a brief discussion of the key issues that could result in significant environmental impacts and that will be analyzed in the EIR; and the date, time, and location of the public scoping meeting. The scoping meeting details will be established based on consultation with County staff; the date for the meeting should fall within the 30-day public comment period. No Initial Study (IS) is proposed, as County staff have determined that an EIR is required under Guidelines Section 15060(d), documented in a letter to the applicant dated January 22, 2018.
- Following review of the draft NOP and Notice of Public Scoping by County staff, SWCA will finalize the document and provide one electronic copy for posting on the County website and up to 25 paper copies for distribution by County staff – 15 for the State Clearinghouse accompanied by the Notice of Completion form and 10 (one unbound) for County staff to distribute to adjacent jurisdictions and responsible and trustee agencies, including the City of Redwood City and LAFCo. County staff will use a method of distribution that provides it with a record that the notice was received by responsible and trustee agencies and will publish any required public notices.
- SWCA will assist County staff with the public scoping meeting by providing sign-in sheets, copies of the NOP, and signage to direct the public to the meeting location within the facility if needed, and up to 2 SWCA staff will attend to manage sign-in and take notes of public comment. It is assumed that County staff will make a brief presentation summarizing the proposed project and manage the public comments; SWCA staff will provide timing if there are enough attendees to require limiting each commenter to a specified amount of time. It is assumed that the venue will include a PA system if one is needed.
- At the end of the 30-day public comment period, SWCA will compile any comment letters plus notes from the public scoping meeting into a summary of issues raised for consultant and County staff to use in finalizing approaches to the EIR analyses.

2. TECHNICAL STUDIES, PEER REVIEW, AND FIELD SURVEYS (RFP B.3 AND B.4)

For budgeting and scheduling purposes, we assume that each of the existing technical studies prepared for the project and included in the Attachments to the RFP is adequate. If any are found to be lacking, SWCA will provide a memorandum explaining the deficiencies and will submit a scope of work and budget for updates or additional analyses where necessary.

Biological Resources

- SWCA biologists will review the Arborist's Report by Mayne Tree Expert Company and the Biological Resources Report by H.T. Harvey & Associates and conduct a field survey of the project site and surrounding area to determine whether both reports are technically adequate for use in preparing the EIR's biological resources section. We will prepare a Biological Survey Memorandum summarizing the results of the field survey and explain the basis for our determination.
- Due to the relatively small project area, SWCA biologists will also survey the development sites that were not included in the H.T. Harvey report to provide a baseline of these development sites. SWCA will include findings and suggest mitigation measures in the Biological Survey Memorandum referenced above; a final report will be prepared based on one set of consolidated comments from staff.
- If the schedule is such that focused Spring surveys are possible during the blooming period for sensitive plant species, SWCA recommends including the results in the EIR. SWCA can survey and report the findings under a separate scope of work and budget.

Cultural Resources

- SWCA understands that the County has already requested a non-confidential California Historical Resources Information System (CHRIS) records search. As a result of that search, the CHRIS identified a study from 1977 in or near the project area. SWCA will take steps to complete a confidential records search for the project area plus a 0.5-mile radius, including requesting a copy of Study 3044 (Chavez 1977) from the Northwest Information Center (NWIC) of the CHRIS located at Sonoma State University. The records search will include the entire 1-acre project area plus up to 4 additional acres for the potential development sites that surround a portion of the project area (12 parcels: 057221110, 057221100, 057221090, 054221400, 057221080, 054221060, 057222230, 057222240 + 057222250 [merged], 057222260, 057222270, 057222280, and 057222290+054222300 [merged]). In addition, SWCA's confidential records search will include review of historic maps, the National Register of Historic Places (NRHP), the California Register of Historical Resources (CRHR), the California Historical Resources Inventory, the Archaeological Determinations of Eligibility list, and the listing of California Historical Landmarks. Preliminary review of historic aerial photos and historic-era topographic maps indicates that the project road was established by 1940. As such, the road itself is historic in age and would require recordation and evaluation as part of the cultural resources study to determine whether it is significant.
- In addition, SWCA will contact the California Native American Heritage Commission (NAHC) for a review of their Sacred Lands File (SLF). Under Assembly Bill No. 52 (AB 52), the County of San Mateo, as the Lead Agency, is required to begin consultation with California Native American tribes that are traditionally and culturally affiliated with the project area prior to the release of an environmental impact report. SWCA assumes that the County will conduct outreach to interested tribes under AB 52 and will not require support for that effort. If requested, SWCA can summarize the outcome of that consultation in the cultural resources technical report.
- Upon receipt of the CHRIS records search and the SLF search results, a qualified SWCA cultural resources specialist will conduct an intensive pedestrian survey of the entire 5-acre project area to fully analyze potential impacts. The purpose of the survey is to identify and document previously unrecorded historical resources, including archaeological and built environment resources that may be impacted by

the proposed project. SWCA anticipates the field and records search results will result in the need to record the road itself, but will not require updated documentation or complete documentation of other sites, buildings, or isolates. SWCA assumes that the pedestrian survey and recordation of isolated finds will require no more than one field day for one archaeologist. Should these assumptions be exceeded, then SWCA will require a change order.

- The proposed project is not considered to have the potential to impact built environment resources because there are no above-ground structures on the road or the developable lots. Therefore, SWCA assumes that there will be no need for built environment analysis as part of this project.
- Upon completion of the above tasks, SWCA will prepare a Cultural Resources Technical Report that will summarize the results of the CHRIS records search review, NAHC SLF, and the cultural resources field survey. The report will be included as an appendix to the EIR and used to prepare the cultural and tribal resources impact analysis in compliance with State Historic Preservation Office (SHPO) guidelines for cultural resources surveys.
- The report will summarize the proposed project and present the regulatory framework, all sources consulted, research and field methodology, environmental and cultural settings, and findings. In addition, the report will discuss the proposed project's potential to adversely impact cultural resources in accordance with Appendix G of the CEQA Guidelines and will provide mitigation measures and recommendations as appropriate. The report will include recommendations for cultural resources work that should be completed prior to development of the 12 parcels surrounding a portion of the project area, which could include archaeological pedestrian surveys and/or architectural history analyses. If locations of sensitive archaeological sites or Native American cultural resources will be depicted or described in the report, those sections of the report will be considered confidential and will be redacted from the public version of the report or the report will be confidential and may not be distributed to the public.

Geology and Soils

- Ninyo & Moore will peer review the applicant's Geotechnical Site Investigation prepared by J. Yang and Engineers in 2014, and Engineering Geologic Investigation prepared by Steven F. Connelly in 2017. As noted above, for purposes of scoping and budgeting we assume that these technical reports are adequate and do not require substantial verification other than a single site visit. Ninyo & Moore will prepare a brief memorandum summarizing the results of their peer review for the County's files.
- The Geotechnical and Engineering Geologic Investigations do not evaluate the development parcels. Therefore, Ninyo & Moore will prepare a qualitative discussion of potential geology and soils issues related to those parcels based on the applicant's reports for the roadway and water line site and identify mitigation measures appropriate to development on those sites. The measures will include compliance with building code requirements for preparing a site-specific geotechnical analysis for each development site acceptable to the County geotechnical engineer when individual permits are applied for.

Traffic Study

- Kittelson & Associates, Inc., SWCA's subconsultant for transportation issues, will peer review the Traffic Study prepared by Richard K. Hopper in 2016 and 2017. Kittelson will review the San Mateo County guidelines for preparation of traffic studies and determine if the study has met the requirements or not. Based on the County guidelines, Kittelson may focus on some of the following: construction impacts, sidewalk adequacy, traffic counts, trip generation, complete streets, impact analysis, VMT analysis, and TIRE evaluation. Assuming the study is found to be adequate, Kittelson will prepare a brief memorandum summarizing the results of their peer review for the County's files. Based on the results of the traffic study, and assuming that residential development on the parcels newly accessible as a result of the roadway

improvements would occur within a relatively short period (e.g., 3 to 5 years), Kittelson will identify mitigation measures to reduce temporary construction traffic impacts for presentation in the EIR.

Fire Hazard Analysis (OPTIONAL TASK)

- SWCA understands that the project site falls within an area of the County that has been classified by CALFIRE as a Very High Fire Hazard Severity Zone (VHFHSZ). SWCA proposes to supplement information inherent in this CALFIRE hazard classification, with a fine-scale wildfire hazard analysis for the specific project site. Wildfire hazard analysis will be based on SWCA's risk/hazard analysis methodology, which we have successfully implemented on multiple projects throughout the United States, including during our development of the Santa Clara County Community Wildfire Prevention Plan in 2016. We propose to use the Interagency Fuel Treatment Decision Support System (IFTDSS) to model potential fire behavior across the study area. The web-based modeling environment of IFTDSS allows users to simulate fire behavior and fire effects using the scientific algorithms and processes found in common fire behavior modelling applications, including FlamMap, Behave, FOFEM, CONSUME and Wind Ninja. Use of this platform will enable us to efficiently identify various levels of hazard and risk to key values on the project site including residential areas, critical infrastructure, and natural resources. In addition, the IFTDSS will allow us to input hypothetical fuel treatments and test their effectiveness in reducing the potential harm to values at risk.
- SWCA will produce GIS datasets that show how the current fuels on the ground might burn under specific weather conditions and will use these analyses, in combination with local information about historic fire occurrence, in a desktop GIS environment to ascertain the final wildfire hazard in the study area. Before beginning the wildfire hazard analysis, the project team will first work with local fire and fuels specialists to gather up-to-date fire history and fuels information for the project site and surrounding area, as well as any other datasets deemed useful.
- The fire hazard model results will form the basis of mitigation measures identified to reduce potential wildfire hazard and risk in the project area. These mitigation measures will consider not only the treatment of hazardous fuels surrounding the project area, but also provide recommendations to reduce potential structural ignitability of structures within and surrounding the project site and enhance fire response capability to the site and surrounding area in the event of a wildfire. Recommendations will follow guidelines, state and local building codes and County ordinances outlined in the San Mateo County Hazard Mitigation Plan (2016), the County's General Plan, the San Mateo-Santa Cruz Counties CWPP (2010- updated 2014) and the San Mateo-Santa Cruz Unit Strategic Fire Plan (2016).
- Based on the information gathered, SWCA will prepare setting, impact, and mitigation discussions for the Fire Risks subsection of the EIR's Hazards and Hazardous Material section. Model results and GIS datasets will be provided to the County for the Administrative Record and could be included as appendices in the Draft EIR if County staff believe that they would be useful to the public.

3. ADMINISTRATIVE DRAFT EIR

SWCA will prepare an Administrative Draft EIR for review by County staff. The EIR will cite sources in footnotes and will not have a separate bibliography. The footnotes will assist in preparing the Administrative Record. The EIR will include the following chapters:

Summary

The Summary Chapter will provide a brief description of the proposed roadway improvements, the one proposed development site, and the other reasonably foreseeable potential development sites; a summary of significant impacts identified in the EIR; a table listing impacts, their level of significance, and identified mitigation measures;

a summary of alternatives analyzed; and areas of controversy and issues to be resolved, including key issues raised during public scoping and the location in the Draft EIR where they are addressed.

Introduction

The Introduction Chapter will present the regulatory and application background to the proposed project, summarize the EIR process and the purpose of the EIR, explain how to comment on the Draft EIR, and describe the EIR's organization.

Project Description

SWCA will expand the description of the proposed roadway improvements and the development site that will be analyzed at a project-level (APN 057-222-290 and 057-222-300) for the Notice of Preparation. SWCA will work with County staff and the applicant to develop a list of project objectives, list the approvals required to implement the project, and include maps and graphics understandable to the lay reader showing the project location and extent. The Project Description will include utilities necessary to support operation of the roadway and development on the newly accessible development parcels, based on information to be provided by the applicant, San Mateo County, and Redwood City Public Works and engineering staff. The development opportunities that will be available due to the proposed roadway improvements will not be included in the Project Description; rather, a description of this effect will be located in the growth inducing section, or another to-be-determined place in the EIR.

Environmental Setting, Impacts, and Mitigation Measures

This chapter will address all of the topics in the County's Environmental Evaluation Checklist. The public scoping process will inform the approaches to the analysis of some of the topics and the level of detail presented. As noted above, we assume that the technical background studies provided by the applicant are determined to be adequate and that the only new studies necessary to support the EIR will be the Cultural Resources Technical Report and the Biological Survey Memorandum. Topics with no significant impacts and requiring no mitigation measures will be addressed in a final subsection of this chapter identified as Effects Not Found to be Significant pursuant to CEQA Guidelines Section 15128, described below. Each topic section in the ADEIR will include a Setting section describing existing conditions; a Regulatory Framework identifying applicable federal, state, and local laws, regulations, and adopted policies; Significance Thresholds; the Approach to Analysis; and Impacts with Mitigation Measures identified where feasible.

- **Aesthetics:** SWCA will take photographs of the project location from up to 6 viewpoints (3 on or adjacent to the existing roadway alignment and 3 long-range views) established in consultation with County staff, and use them to describe the existing visual setting and how that will change with construction of the improved roadway, as well as how views would further change with development of residences on the adjacent parcels and resulting substantial loss of existing vegetation. Design drawings prepared for the one proposed development site will be utilized to demonstrate and analyze the future visual environment. SWCA will discuss any potential light and glare effects (although it appears that no new streetlights are proposed). If appropriate, photographs of similar development in the area may be used to provide examples of how development with mature landscaping would appear in the future.
- **Air Quality:** SWCA Air Quality Engineers will use the California Emissions Estimator Model (CalEEMod) to identify construction and operational emissions as a result of the project. SWCA will use the significance thresholds and screening criteria established in the Bay Area Air Quality Management District's 2017 CEQA Guidelines for both construction and operation of the project and potential development opportunities (Chapter 3, Sections 3.1 and 3.5) unless the update that is currently underway is finalized prior to the start of analysis for the Canyon Lane Roadway Improvement Project (not expected). Construction mitigation measures identified in the BAAQMD CEQA Guidelines will be included

in the EIR. The project site is not within 1,000 feet of a major source of toxic air contaminants or fine particulates; therefore, no community risks and hazards analysis is proposed.

- **Biological Resources:** SWCA will summarize the existing arborist and biological resources reports and our additional biological resources survey and report for the potential development sites, including identified mitigation measures, present additional mitigation measures related to the development sites, if any are identified, and determine whether any impacts would be significant and unavoidable even with mitigation.
- **Cultural Resources:** SWCA will summarize the archaeological resources report information for the EIR and present appropriate mitigation measures to reduce significant impacts to less-than-significant levels.
- **Geology and Soils:** SWCA will summarize the information in the two geology studies and Ninyo & Moore's memorandum, in particular impacts and possible mitigation related to landslide potential in the area of the proposed roadway and water main, and Ninyo & Moore's discussion of issues and mitigation for the development parcels. SWCA will present the results of the paleontology research identified above under Technical Studies, including mitigation measures identified for the roadway project and recommended for consideration when the development parcels are under review at a later date.
 - **Paleontology:** SWCA will assess paleontological resources and potential sensitivity within the project area. This study will include consultation of the most recent geologic mapping as well as the scientific literature. In addition, a records search will be obtained from the University of California Museum of Paleontology (UCMP) located at the University of California Berkeley for any previously known fossil localities in or around the project area. Historic aerial photographs will be reviewed to check for previous geological issues in the project vicinity in developed areas. The results of these investigations will be used to develop mitigation and monitoring recommendations for the proposed project to comply with CEQA and other relevant regulations. The analysis will be incorporated directly into the Geology and Soils section of the EIR. The analysis will include identification of areas of potential paleontological sensitivity within the project area, including the 12 parcels slated for development, using the standards of the Society of Vertebrate Paleontology (SVP). The section will summarize the proposed project, present the regulatory framework, identify all sources consulted, and describe the research methodology, geologic setting, and our findings. In addition, the section will discuss the proposed project's potential to adversely impact paleontological resources in accordance with CEQA Guidelines Appendix G and identify mitigation measures as appropriate. SWCA assumes there will be no paleontological fieldwork and all analysis will be desktop review.
- **Climate Change:** SWCA will briefly summarize overall climate change issues, note that the project site is not subject to sea level rise, and summarize greenhouse gas (GHG) emissions issues based on BAAQMD CEQA Guidelines. While the project would involve removal of trees, it would not involve the conversion of forestland, as the area is not designated as a forest resource or timberland. Flooding issues in the Environmental Evaluation Checklist will be referred to the hazards section, discussed below, where dam failure inundation will be discussed.
- **Hazards and Hazardous Materials:** No hazardous materials are expected in on-site soils and substantial amounts of hazardous materials are not expected to be in use either during construction or in operation of the roadway or the related residential development except for the use of paving materials during construction. SWCA will briefly discuss this issue. The hazards section will focus on the hazard related to dam failure inundation, using the geotechnical engineering report and information developed by Ninyo & Moore, our geotechnical subconsultant, and the hazard related to the high and very high risk from wildfires at the wildland urban interface based on the technical study identified above (if San Mateo County acts on the optional task). Mitigation measures will be identified for these potentially significant impacts; it is not clear at this point whether either of these impacts can be reduced to less-than-significant levels.

- **Dam Failure Analysis:** The project site is located within the mapped Emerald Lake Dam failure inundation area (County of San Mateo Environmental Review Determination Letter dated January 22, 2018.) Ninyo & Moore, SWCA’s Subconsultant for geotechnical issues, will review State Division of Safety of Dams records on Emerald Lake Dam and provide an assessment of downstream hazard as it relates to any future residential development along the proposed roadway improvements. Potential mitigation measures for inundation, if available, will be identified.
- **Hazards in Soil:** As there is no development on the project site or the adjacent lots and limited public use consisting mainly of recreational walking/hiking, we assume that no hazardous materials would be found in site soils and no detailed analysis of hazardous materials will be needed.
- **Hydrology and Water Quality:** SWCA will discuss water quality issues related to construction activities and their impact on the unnamed drainage swale that is a tributary to Arroyo Ojo de Agua and identify required erosion control measures and controls to prevent hazardous materials from construction equipment from entering the water. SWCA will also discuss effects from means proposed to control stormwater runoff during operation.
- **Land Use and Planning:** SWCA will describe existing land uses on and around the roadway site based on one site visit, explain how the potential development made possible by the roadway improvements and new water main would intensify development in the neighborhood but would not change overall land use, and cross reference to the Recreation subsection for a discussion of the change in recreational opportunities resulting from the roadway improvements.
- **Noise:** SWCA will analyze temporary construction noise effects from the roadway improvements and water main construction, generally discuss probable noise from construction on the development parcels, and identify means to reduce construction noise. Operational noise from new traffic on the improved roadway will be discussed qualitatively.
- **Population and Housing:** The roadway improvements and new water main will make feasible development on about 12 existing parcels, resulting in a potential for a population increase for the Emerald Hills neighborhood. This will be discussed in the EIR in relation to the neighborhood, adjacent Redwood City, and San Mateo County.
- **Public Services:** The analysis of impacts on public services focuses on whether the proposed project would require additional services that themselves would require construction of new facilities that could cause environmental impacts. This issue will be discussed in relation to fire and police services, demand on schools, effects on public parks, and demand for hospital and library services. For all but fire and police services, the roadway improvements and water main installation would not add to the demand for services; therefore, the discussion of schools, parks, libraries, and hospitals will be related to the potential new housing that could be developed with the new road and water service. Fire and police access could be enhanced by the roadway improvements, and development on the parcels with new access would add to demand for these services.
- **Recreation:** SWCA will discuss the loss of walking and hiking opportunities in a natural setting with construction of the new roadway and water main and related potential for residential development along the private road. We will also discuss the effect on the existing Garrett Park with improvement of Canyon Lane at Glenwood Avenue. The effect of potential increased use of existing recreational facilities with development of the newly accessible residential parcels will also be noted.
- **Transportation/Traffic:** SWCA will summarize the information in the applicant’s traffic report and Kittelson’s evaluation memorandum and identify mitigation measures for any significant impacts identified. The section will also include a discussion of impacts on emergency access and on pedestrian and bicycle facilities.

- **Tribal Cultural Resources:** SWCA will identify actions taken by the County to notify Native American tribes of the proposed project, the responses (if any), and potential impacts on resources, based on input from tribes and on the archaeological cultural resources report prepared as a background study for the EIR.
- **Utilities and Service Systems:** This section will briefly discuss the potential for impacts on stormwater and wastewater collection and treatment facilities, water distribution and supply, solid waste generation and landfill capacity, and project features designed to minimize energy consumption related to transportation energy, water conservation, and solid waste reduction.
- **Effects Not Found to be Significant:** Pursuant to Guidelines Section 15128, SWCA will briefly discuss the following topics, explaining why these impacts were determined to be less than significant: Agricultural and Forest Resources, Historic Architectural Resources, Noise related to the San Francisco Airport (the site is not within the noise compatibility zone, safety compatibility zone, or the airport influence area according to the Airport Land Use Compatibility Plan) or the San Carlos Airport as it is not within 2 miles of the project site (the noise contour map in the Noise Compatibility Study prepared in 2017 shows that the 60 CNEL contour is over 2 miles from the project site), and Mineral Resources.

Alternatives to the Proposed Project

SWCA will describe and qualitatively analyze up to 2 alternatives to the proposed project, including the required No Project Alternative that maintains existing conditions. One alternative must be analyzed that reduces one or more of the significant impacts of the proposed project. That alternative might include a group of minor modifications to the proposed roadway; the alternative will be developed together with County staff and the applicant or the applicant's design engineer. If any alternatives were considered but rejected by the applicant and/or the County, those alternatives will be briefly described and the reasons for rejection will be presented. Reasons why an alternative location a considerable distance from the proposed roadway would not be feasible for the proposed roadway improvements will also be discussed. The Environmentally Superior Alternative will be identified.

Other CEQA Issues

SWCA will prepare the following required subsections:

- **Growth Inducing Effects:** The main growth-inducing effect of the proposed project would be the opportunity to develop residences on lots that would be newly accessible as a result of the roadway improvements and water main extension. These effects will have been analyzed throughout the Impacts Chapter and will be summarized in this chapter.
- **Significant Environmental Effects that Cannot Be Avoided:** This subsection will list the significant and unavoidable impacts that cannot be mitigated to a less-than-significant level.
- **Significant Irreversible Environmental Changes:** This subsection is required because a LAFCo determination is necessary for the proposed water main extension. It will briefly describe irreversible use of resources and the essentially irreversible loss of a small oak woodlands and privately owned but publicly accessible open space, among other issues.
- **Cumulative Impacts:** SWCA will work with County staff and City of Redwood City staff to identify reasonably foreseeable future development projects that could have environmental impacts that could combine with those of the proposed roadway improvement project and the related residential development opportunities to result in a cumulatively significant impact. If there are none, this subsection will explain the basis for that determination.

Report Preparers, and Organizations and Persons Consulted

SWCA will list the County Planning and Building Department and appropriate staff as authors of the Draft EIR; the consultant team; other County staff, Redwood City staff and other agencies or individuals consulted; and any other official consultations that occurred during EIR preparation.

Appendices

The Draft EIR appendices will include the Notice of Preparation and comments received during public scoping, as well as the technical background reports prepared for the project. The reports will include, at a minimum, the Biological Resources Report, the Arborist's Report, the Cultural Resources Study (archaeology), the Geotechnical Engineering Study, and the Traffic Study.

Administrative Record

SWCA and its subconsultants will prepare and submit one paper copy and one electronic copy of the Administrative Record supporting the EIR, to include at least the cover, table of contents, and relevant pages of documents cited in the EIR or used in the analysis. Paper copies and electronic or scanned pages of materials cited from websites will be provided as of the date that the site was accessed.

SWCA will submit one electronic copy of the Administrative Draft EIR in Word format for County staff to review, edit, and comment; a PDF of the draft document that includes graphics; and three paper copies in loose-leaf notebooks.

4. PUBLISH DRAFT EIR

SWCA will revise the Administrative Draft EIR based on one consolidated set of comments from County staff, to include comments provided by other reviewing agencies and the applicant, if any. SWCA will briefly review the revisions with County staff to ensure all comments have been appropriately addressed. SWCA will publish the Draft EIR, to include one Word version for County staff files, a PDF for posting on the County website, 10 bound paper copies, and one unbound paper copy in a loose-leaf notebook. SWCA will provide updates to the Administrative Record, if any are needed, as part of responding to County comments.

SWCA will prepare the formal Notice of Completion for the County to file with the State Clearinghouse in Sacramento and provide 15 bound copies of the Summary along with 15 CDs of the full Draft EIR to be submitted to the State Clearinghouse for distribution to state, regional, and local agencies including the California Department of Fish and Wildlife, LAFCo, and the City of Redwood City. We assume that the County will distribute copies of the Draft EIR to the State Clearinghouse and to organizations and individuals who have requested copies and will prepare and publish the notice of the availability of the Draft EIR as required in CEQA Guidelines Section 15087(a) and by any other means that are standard for the County. We also assume that the County will provide public notice of the public hearing to be held by the Planning Commission during the 45-day public comment period.

5. ATTEND PLANNING COMMISSION PUBLIC HEARING

Up to two SWCA staff will attend the public hearing to receive comments on the Draft EIR. The SWCA Project Manager will introduce the Draft EIR at the public hearing, summarize the proposed project, and present key information about the conclusions reached in the EIR regarding significant impacts and important mitigation measures and alternative(s). A PowerPoint presentation with up to 15 slides will be prepared for the hearing. SWCA staff will provide a speaker's sign-in sheet and will take notes of public comments at the public hearing. We assume that an audio or video recording of the public hearing will be made that can be used to confirm the notes taken at the public hearing, and we assume that a court reporter's transcript will not be needed.

6. ADMINISTRATIVE DRAFT FINAL EIR WITH RESPONSES TO COMMENTS, DRAFT CEQA FINDINGS, AND DRAFT MITIGATION MONITORING AND REPORTING PROGRAM

SWCA will prepare a draft summary of comments received at the public hearing and identify comments on environmental issues and related to the Draft EIR in written comments received by County staff during the public comment period. SWCA will review these comments with County staff to ensure that all issues are captured.

SWCA will prepare the Administrative Draft Final EIR, which will include the following sections:

- **Introduction:** to explain the purpose and organization of the document
- **List of Persons Commenting on Draft EIR:** with affiliations where applicable
- **Responses to Comments received at Public Hearing:** with summaries of oral comments and responses to each, organized by topic
- **Responses to Written Comments:** presenting each letter or email, organized by public agencies, organizations, and individuals, with comments bracketed and numbered, followed by a response to each numbered comment
- **Revisions to the Draft EIR:** presenting revisions to the Draft EIR text to provide correction or clarification if needed

We assume that comments on the Draft EIR will not require new technical analyses or presentation of new information regarding significance of environmental impacts or availability of mitigation measures that would require recirculation of all or portions of the Draft EIR for further public comment.

SWCA will prepare a draft Mitigation Monitoring and Reporting Program, in a table format acceptable to the County, for review by County staff and negotiation with the applicant. The MMRP will list each mitigation measure identified in the EIR that is expected to be a condition of approval by the County, the entity responsible for carrying out each measure, the entity responsible for monitoring implementation or reporting to the County on implementation, and a schedule for implementation and reporting.

SWCA will prepare a draft of the CEQA Findings and Overriding Considerations (if needed). This document will include a summary description of the project; findings related to less-than-significant impacts; significant impacts identified in the EIR and mitigation measures that reduce those impacts to less-than-significant levels that are either included in the project or will be made conditions of approval; findings related to any mitigation measures determined to be infeasible and therefore not made conditions of approval and the economic, social, legal, technological, or other reasons they are infeasible; findings related to any mitigation measures that would reduce impacts to less-than-significant levels that are within the jurisdiction of another agency with a statement that the other agency can and should adopt the measures; findings related to alternatives and the economic, social, legal, technological or other reasons for rejecting them; and the remaining significant impacts that would be unavoidable (if any) and a statement of overriding conditions that support approval of the proposed project with those significant impacts.

SWCA will submit one electronic copy in Word of the Administrative Draft Final EIR, the draft MMRP, and the Draft CEQA Findings to County staff for review and comment. The Administrative Draft Final EIR will include scanned copies of the bracketed comment letters, accompanied by three paper copies in loose-leaf notebooks, and an electronic copy in PDF format if the Administrative Draft Final EIR includes graphics. The draft MMRP and CEQA Findings will be provided in electronic Word format accompanied by three paper copies of each in loose-leaf notebooks.

7. PREPARE FINAL EIR, FINAL MITIGATION MONITORING AND REPORTING PROGRAM, AND CERTIFICATION RESOLUTION WITH CEQA FINDINGS AND OVERRIDING CONSIDERATIONS

Based on one consolidated set of comments from County staff on the Administrative Draft Final EIR, the draft MMRP, and the draft CEQA Findings, SWCA will revise the documents and prepare the Final EIR, the MMRP and the EIR Certification Resolution and CEQA Findings, with the attached final MMRP as a set of conditions of approval. SWCA will provide one electronic Word version of these documents, a PDF suitable for posting on the County website, 10 bound paper copies of the Final EIR, and 10 paper copies of the MMRP and Certification Resolution with CEQA findings.

8. ATTEND PLANNING COMMISSION CERTIFICATION HEARING

The Final EIR will be posted for public comment one week prior to EIR certification. If comments are received, SWCA will prepare written responses to comments in a technical memorandum. Up to two SWCA staff, including the Project Manager, will attend one Planning Commission hearing where certification of the Final EIR is scheduled. No presentation or presentation materials are proposed; it is assumed that County staff will present the EIR Certification materials and any project approval materials to the Commission.

9. MEETINGS AND CONSULTATION

We believe that clear and consistent communication is an integral part of project success. As such, we have included bi-weekly, one-hour status meetings as part of our scope and budget.

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:

County shall monitor the work submitted by Contractor to ensure to the satisfaction of the Community Development Director that the work quality and quantity meet expectations outlined in attached Exhibit "A".

County shall pay Contractor within thirty (30) days of receipt of a monthly invoice from Contractor itemizing the work done and using the billing rates indicated in attached Exhibit "B". The invoice shall indicate in detail the work performed, including hours and rates for work completed, and services and deliverables provided. In the event that County staff determines that the invoice is inadequate or fails to provide enough information for County staff to assess Contractor's compliance with the terms and timing of services under this Contract, the County will return the invoice to Contractor with an explanation and request for missing information. The County shall not be obligated to pay Contractor until Contractor submits a corrected invoice, demonstrating satisfactory compliance with the terms and timing of services.

In no case shall the total amount payable under this contract for the work indicated in attached Exhibit "A" exceed \$192,918.00 without prior written consent of County in the form of an amendment to this Agreement.

COST PROPOSAL

SWCA Environmental Consultants Project Budget Template - Executive Summary



Project Name: San Mateo County EIR Canyon Lane

Phase Name	Task Name	Labor Hours	Labor Dollars	Expense Dollars	Sub Dollars	Total Budget \$
Phase 01: Notice of Preparation and Public Scoping	Task 01: Notice of Preparation	53	\$ 7,281	\$ 775	\$ -	\$ 8,056
Phase 01: Notice of Preparation and Public Scoping	Task 02: Public Scoping Meeting	30	\$ 3,654	\$ 55	\$ -	\$ 3,709
Phase 02: Technical Studies	Task 01: Biological Resources Peer Review	26	\$ 3,698	\$ 58	\$ -	\$ 3,756
Phase 02: Technical Studies	Task 02: Biological Resources	54	\$ 6,544	\$ 38	\$ -	\$ 6,582
Phase 02: Technical Studies	Task 03: Cultural Resources	70	\$ 7,974	\$ 808	\$ -	\$ 8,782
Phase 02: Technical Studies	Task 04: Fire Hazard Analysis (Optional)	50	\$ 5,594	\$ 66	\$ -	\$ 5,660
Phase 02: Technical Studies	Task 05: Geology and Soils	3	\$ 540	\$ -	\$ 9,177	\$ 9,717
Phase 02: Technical Studies	Task 06: Traffic Study	3	\$ 540	\$ -	\$ 7,993	\$ 8,533
Phase 03: Administrative Draft EIR	Task 01: Administrative Draft	518	\$ 66,416	\$ 575	\$ -	\$ 66,991
Phase 04: Publish Draft EIR	Task 01: Draft EIR	144	\$ 19,232	\$ 1,409	\$ -	\$ 20,641
Phase 04: Publish Draft EIR	Task 02: Admin Record	27	\$ 2,902	\$ -	\$ -	\$ 2,902
Phase 05: Planning Commission Public Hearing	Task 01: Public Hearing	14	\$ 1,806	\$ -	\$ -	\$ 1,806
Phase 06: Administrative Draft Final EIR	Task 01: Administrative Draft Final EIR	174	\$ 23,042	\$ -	\$ -	\$ 23,042
Phase 06: Administrative Draft Final EIR	Task 02: CEQA Findings	32	\$ 5,004	\$ -	\$ -	\$ 5,004
Phase 06: Administrative Draft Final EIR	Task 03: MMRP	22	\$ 2,746	\$ -	\$ -	\$ 2,746
Phase 07: Final EIR	Task 01: Final EIR	56	\$ 7,718	\$ 1,323	\$ -	\$ 9,041
Phase 07: Final EIR	Task 02: Final CEQA Findings	10	\$ 1,604	\$ -	\$ -	\$ 1,604
Phase 07: Final EIR	Task 03: Final MMRP	12	\$ 1,580	\$ -	\$ -	\$ 1,580
Phase 08: Planning Commission Certification	Task 01: Public Hearing	10	\$ 1,346	\$ 38	\$ -	\$ 1,384
Phase 08: Planning Commission Certification	Task 02: Responses to Comments Technical Memorandum	14	\$ 1,822	\$ -	\$ -	\$ 1,822
Phase 09: Meeting and Consultation	Task 01: Meetings	36	\$ 5,220	\$ -	\$ -	\$ 5,220
Total		1,308	\$ 170,669	\$ 5,079	\$ 17,170	\$ 192,918

2018 LABOR CATEGORIES AND BILLING RATES

Principals & Project Management Staff

Project Manager III.....	\$89.00	Project Manager IX.....	\$153.00
Project Manager IV.....	\$99.00	Project Manager X.....	\$171.00
Project Manager V.....	\$109.00	Project Manager XI.....	\$187.00
Project Manager VI.....	\$119.00	Project Manager XII.....	\$205.00
Project Manager VII.....	\$131.00	Principal-in-Charge.....	\$285-398
Project Manager VIII.....	\$142.00		

Consulting Services

Cultural Resources	Air Quality
Environmental Resources	Graphics / Media Production
Paleontology	GIS / CADD Resources
Scientific Resources	Technical Writing / Editing
Planning Resources	Principal Investigator
Information Technology	

Specialist I.....	\$67.00	Specialist IX.....	\$153.00
Specialist II.....	\$79.00	Specialist X.....	\$171.00
Specialist III.....	\$89.00	Specialist XI.....	\$187.00
Specialist IV.....	\$99.00	Specialist XII.....	\$205.00
Specialist V.....	\$109.00	Subject Matter Expert.....	\$210-324
Specialist VI.....	\$119.00		
Specialist VII.....	\$131.00	Technician I.....	\$47.00
Specialist VIII.....	\$142.00	Technician II.....	\$55.00

Administrative

Administrative I.....	\$42.00	Administrative V.....	\$89.00
Administrative II.....	\$53.00	Administrative VI.....	\$101.00
Administrative III.....	\$66.00	Administrative VII.....	\$113.00
Administrative IV.....	\$77.00	Administrative VIII.....	\$125.00

Direct expenses are subject to a 15% administrative markup and subcontractor expenses are subject to a 20% administrative markup. These rates do not apply to depositions or testimonies at administrative hearings and trials. Such activities fall under our Expert Witness rates, which vary by state.

A communication/data fee is invoiced at a rate of 3% of labor to cover such expenses (i.e.: cell phones, data plans, faxes, etc.).

Overtime is invoiced at 1.2 times standard rates.

Per Diem is billed at the GSA rate in place at the time of billing. Mileage is billed at the IRS mileage rate in place at the time of billing.