

Date: April 25, 2016 (Revised – 12/7/17)

Re: Planning Comments on Lots 9-11

From: Camille Leung, Senior Planner

BLD2016-00158 – Lot 10

BLD2016-00159 – Lot 11

BLD2016-00160 – Lot 9

Comments Pertaining to All Lots:

PRIOR TO Building Permit/Grading Permit Hard Card Issuance:

1. Install Erosion Control – Must schedule Erosion Control and Tree Protection Pre-Site inspection
2. Documents must be submitted as required by:
 - a. Condition 24 - Schedule of Grading Operations – You provided 2 timeframes that don't match. Lets wait on this and I will get revised dates closer to when the permit can be issued. **See email of 12/6/17**
3. Biological Reports (see Mitigation Measures for timing)
 - a. Woodrat survey
 - b. Bird Survey
 - c. Bat Survey
 - d. CA Red legged Frog – Lot 11
 - e. Willow scrub – Lot 11
 - f. Need biological review of erosion control plan for Lot 11
4. Camille to mail Construction Notices to neighbors within 200-feet of lots, per Condition 4t
5. Deed Restrictions per Conditions 4u and 6
 - a. Lots 1-4 – Still waiting for the recorded documents for Lots 1-4
 - b. Lots 5-11 – Deed restrictions are strongly encouraged at this time while parcels are still under the ownership of the Developer. I received unsigned/unrecorded restriction documents. Please provide copies when they are signed and recorded. Please make sure to include language from Condition 6.b for the document for Lot 11, **as well as language from Condition 39 for Lots 9-11.**
6. Approval of Minor/Major Modifications necessary to approve (waiting for Director):
 - a. Change in Footprint of Lot 11, setbacks vary from approved plans
 - b. Change in Footprint of Lot 9, footprint re-configuration but reduction in home size by 91 sf.

7. Provide Copy of SWPPP per Condition 25.

Architectural – All Lots:

1. Provide ridge line elevations (elevation from sea level at ridge). No ridgeline elevations are provided. This is needed for Height Verification by a surveyor.
2. Provide Exterior Lighting Plan (show fixtures on elevations, no light can be cast into open space easement, earth-toned lighting). See Conditions 4k and 6. Per building code, you will need to place a light at every exit/entry door. Please include a downward-directed light fixture at the doors on the rear elevations. Three light specs were provided, but they do not match the “standard” fixture shown on the plans. Please indicate which fixture you plan to use in which location. Only the downward –directed fixtures may be used at the rear elevations.

During Construction Requirement per Condition 4:

...“The applicant shall enter into a contract with the San Mateo County Planning and Building Department for all mitigation monitoring for this project prior to the issuance of any grading permit “hard card” for the project. The fee shall be staff’s cost, plus 10 percent, as required in the current Planning Service Fee Schedule. Planning staff may, at their discretion, contract these services to an independent contractor at cost, plus an additional 10 percent for contract administration.”

SWCA has been selected by the County to conduct monitoring.

Requirements of Final – All Lots:

1. Grading final
2. Landscaping/Planting photos
3. Stabilized slopes
4. Colors and Materials verification
 - a. Color of bioretention planters to be light green or beige to match natural landscape, not “lawn green” – Planters are located in the yards, so planters should not match the buildings but the surrounding vegetation.
5. O&M Agreements
 - a. Lots 9-11 – I see these have already been recorded. County will review and let you know if we need changes. If there are changes in the field, drainage plan of Agreement will need to be reflect the change and be recorded again.
 - b. Shared Storm Drainage Outfall for Lots 9 and 10 on Lot 9
 - c. Shared planter for Lots 7 and 8 on Lot 8
6. Deed restrictions for Lots 5- 11

- a. Condition 4u, 9, 34, 39,
- 7. WELO
 - a. Landscape Certification Form
 - b. Certification of Completion Form

Attachments: (Excluded from List Revised on 12/7/17):

Heights – Table 6 from staff report

Approved Elevations

Approved Grading Amounts

WELO Forms

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND SWCA ENVIRONMENTAL CONSULTANTS

This Agreement is entered into this 12th day of January, 2018, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and SWCA, Inc. dba 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 providing project management, coordination, and compliance monitoring services related to the Highlands Estate Subdivision in San Mateo County.

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 Sixty Two Thousand Five Hundred Fifty Two Dollars (\$62,552.00). 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 January 12, 2018, through January 11, 2020.

Termination

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

5. 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.

6. 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.

7. 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.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification

performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

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.

8. 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.

9. 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.

10. 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.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

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

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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: Camille Leung, Senior Planner
Organization: Planning and Building Department

Address: 45 County Center, 2nd floor, Redwood City, CA 94062
Telephone: 650-363-1826
Facsimile: 650-363-4849
Email: cleung@smcgov.org

In the case of Contractor, to:

Name/Title: Kristen Outten, Senior Biologist/Project Manager
Company: SWCA Environmental Consultants

Address: 60 Stone Pine Road, Suite 100, Half Moon bay, CA 94019
Telephone: 650-440-4160
Facsimile: 650-440-4165
Email: koutten@swca.com

17. 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.

18. 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.

* * *

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

For Contractor:

Contractor Signature

Date

Contractor Name (please print)



For County:

Purchasing Agent Signature
(Department Head or
Authorized Designee)
County of San Mateo

Date

Purchasing Agent Name (please print)
(Department Head or **Authorized** Designee)
County of San Mateo

Purchasing Agent or **Authorized** Designee
Job Title (please print)
County of San Mateo

Exhibit A

In consideration of the payments set forth in Exhibit B, SWCA, Inc. (Contractor) shall provide the oversight and ensure compliance with a Mitigation Monitoring and Reporting Program (MMRP) and Project Conditions of Approval in conjunction with the certified Final Environmental Impact Report (FEIR) for the “Highland Estates” Major Subdivision, Grading Permit, and Resource Management (RM) Permit, for the construction of eleven (11) houses on a 97-acre parcel in the San Mateo Highlands area of unincorporated San Mateo County. As required by the project conditions of approval, the applicant (Highland Estates Development I, Llc) has set-aside 93 acres of land in a recorded conservation easement. Four (4) of the approved houses have been completed and are not the subject of this contract. This contract pertains to the construction of the remaining 7 undeveloped sites located on Ticonderoga Drive (Lots 5 through 8), Cobblehill Place (Lots 9 and 10), and Cowpens Way (Lot 11) (shown on Attachment A). The Applicant’s contractor is NextGen Builders, Inc.

Contractor will provide the following services:

TASK 1: PROJECT MANAGEMENT AND COORDINATION

SWCA will assign Senior Biologist and Project Manager Kristen Outten to serve as the primary point of contact for the County and as project manager for this effort. Ms. Outten will coordinate directly with the County, the public, the applicant, and contractor staff, as required to track project progress and compliance, and to ensure the project is running smoothly and efficiently. Prior to the start of construction, Contractor will coordinate with the County to arrange a kick-off meeting with the project team to review current project design and the project schedule, discuss the MMRP, project Conditions of Approval, the protocol for public inquiries, escalation procedures for a non-compliance, and other relevant information. During the preconstruction and construction phases of the project, Contractor through Ms. Outten will disseminate to project team members pertinent details from team communications and site visits so that all team members are aware of compliance status and progress. This coordination will ensure the project remains compliant and on schedule, compliance concerns that require attention are promptly communicated, and efficient and practical solutions can be developed for avoiding and/or mitigating impacts to environmental resources.

TASK 2: COMPLIANCE MONITORING

>SUBTASK 2.1: PRE-CONSTRUCTION COMPLIANCE WITH MMRP AND CONDITIONS OF APPROVAL

Prior to the start of construction, Ms. Outten will review plans and reports prepared by NextGen Builders, Inc. (applicant’s contractor) and subcontractors to ensure that the success criteria, performance standards, and mitigation monitoring satisfy MMRP requirements. Such plans and reports may include but are not limited to biological survey reports, the project Tree Plan, Erosion Control Plan, Lighting Plan, and SWPPP. SWCA will also inspect the project site to ensure the erosion control and tree protection measures are in place and conform to the requirements of the plans, and document the inspection with a brief report to the County.

>SUBTASK 2.2: CONSTRUCTION COMPLIANCE WITH MMRP AND CONDITIONS OF APPROVAL
During the construction phases of the project, an SWCA environmental inspector (EI), cross-trained as a biologist, will conduct weekly site visits of the construction disturbance area (including grading activity areas) during both Phase I and Phase II. During each weekly site visit, the EI will meet with the project superintendent/foreman and discuss project schedule, planned activities, and any compliance concerns. The EI will walk the site and ensure that the project complies with project environmental requirements,

such as adequate installation and management of stormwater best management practices (BMPs), implementation of appropriate noise reduction and air quality standards, and compliance with biological requirements.

> SUBTASK 2.3: COMPLIANCE TRACKING AND REPORTING

SWCA will develop a Compliance Matrix, inclusive of Phase I and Phase II activities, which will serve as a global environmental checklist for the project. The matrix will be used as the key tool to track compliance with mitigation measures, conditions of approval, and submittals for the project. The compliance reporting within the matrix will allow project team members to identify compliance issues, alert project construction and environmental teams of potential issues before they become problematic, and take necessary actions to quickly correct any issues. Although SWCA does not anticipate any incidences of non-compliance on the project, SWCA will notify the County of any potential violations of non-compliance events within 24 hours of the issue identification and provide recommended corrective actions. These compliance issues will be tracked in the Compliance Matrix and, once the issue is resolved, SWCA will document the resolution in a non-compliance resolution report (in memorandum format) within 3 days of the issue resolution.

Using the Compliance Matrix, SWCA will also prepare a monthly progress report and submit the report to the County at the end of the first week of every month. The progress report will include a brief summary of project compliance updates, and a detailed compliance record, in tabular format, that shows what compliance tasks have been initiated, are in progress, and are completed, as well as the contractor's record of compliance to date.

At the end of the project, the detailed compliance record will be helpful during the lessons learned process to show which measures were successfully implemented with no issues, and which measures could use further refinement in future County planning documents to better protect resources, facilitate construction, and help avoid repetition of certain compliance issues. By tracking compliance with the Compliance Matrix on a monthly basis throughout the construction process, we will have all the information we would need for the final compliance report in one tabular format, which we can easily transition into a final MMRP compliance report. We assume one draft and one final MMRP compliance report will be submitted to the County for review and approval.

TASK 3: INQUIRIES AND COMPLAINT TRACKING

SWCA will assist the County by working closely with the public and the contractor to address and resolve all public questions and complaints during the construction process. SWCA Project Manager Ms. Outten will be the point of contact and will communicate with the applicant and contractors each week to determine if any public inquiries or complaints were logged, discuss with the team how to address such questions/complaints, and provide the County with a written status report describing the nature of the complaint, date received, date of reply, date resolved, and a description of the resolution. SWCA will create a tracking tool in Microsoft Excel that will be the repository for all public inquiries and complaints logged on the project. This Public Information Log, along with the Compliance Matrix, will be submitted to the County on a monthly basis, or in a mutually agreed upon timeframe.

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:

Per Phase Estimated {Project Cost} with Rates:

Team Member	Billing Rate (per hour)	Phase I	Phase II	Total All Phases
Megan Peterson	\$190.00	\$1,330.00	\$1,900.00	\$3,230.00
Kristen Outten	\$131.00	\$22,877.00	\$18,733.00	\$41,610.00
Jessie Henderson-McBean	\$108.00	\$4,968.00	\$4,968.00	\$9,936.00
Jennifer Torre	\$96.00	\$384.00	\$384.00	\$768.00
Dana Page	\$73.00	\$3,358.00	\$3,650.00	\$7,008.00
Totals		\$32,917.00	\$29,635.00	\$62,552.00

Grading for Chamberlain Project, in cubic yards (CY)

PLN APPROVAL		
TOTAL	Cut	Fill
Lots 1-4	500	2,300
Lots 5-8	4,700	700
Lots 9, 10	300	2,900
Lot 11	1,200	1,000
		900
	6,700	7,800
		(7,600 in report)

Import

14,500 APPROVED TOTAL

	Cut	Fill
Lots 9-11	1500	3,900

BLD PROPOSAL		
Lot	Cut	Fill
5	1,740	0
6	2,030	0
7	2,170	40
8	2,080	90
9	140	1,800
10	770	310
11	470	70
	9,400	2,310

11,710 BLD PROPOSED TOTAL

Lots 9-11	1,380	2,180
Lots 5-8	8,020	130

Highland Estates

Lot # 9, 10 & 11

Grading Duration Schedule

Task	Duration in days	
Clear and grub including tree removal Lots 9 & 10	4	
Clear and grub including tree removal Lot 11	2	
Rough Grade Lots 9 & 10	30	Erosion control measures during ongoing grading will include construction rock entrance, Silt fence and waddles at grading perimeters
Rough Grade Lot 11	15	Erosion control measures during ongoing grading will include construction rock entrance, Silt fence and waddles at grading perimeters
Erosion Control Rough Grade Lots 9 & 10	daily	Same control measures above with added erosion control blankets on weekends and/or notice/threat of impending rain.
Erosion Control Rough Grade Lot 11	daily	Same control measures above with added erosion control blankets on weekends and/or notice/threat of impending rain.

Please note that generally lots 9, & 11 will be graded together. Export dirt from lot # 9 & 11 will be used for the fill required on lot #10.