

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
DKS ASSOCIATES**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called  
“County,” and DKS Associates, hereinafter called “Contractor”;

W I T N E S S E T H:

**WHEREAS**, pursuant to Government Code Section 31000, 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 the San Mateo County Comprehensive Transportation Management Plan.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO 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

Attachment I—Section 504 Compliance

Attachment IP—Intellectual Property

**2. Services to be Performed by Contractor**

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

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth herein 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 Four Hundred Ninety-Four Thousand Nine Hundred Seventy-Five Dollars (\$494,975).

#### **4. Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from May 20, 2014, through August 25, 2015.

This Agreement may be terminated by Contractor, the Community Development Director, Jim Eggemeyer, or his designee, at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as 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 materials. 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 portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

#### **5. Availability of Funds**

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon 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.

#### **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**

7.1 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 to the extent caused by the concurrent active or passive negligence of County, Contractor, and/or respective 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.

7.2 Intellectual Property Indemnification. Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and 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 ("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 (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 thereof 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.

**9. Insurance**

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. Contractor shall provide thirty (30) days' notice, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **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, (a) that 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) that it will comply with such provisions before commencing the performance of work under this Agreement.
- (2) **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 by 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 amount specified below.

Such insurance shall include:

- (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 Comprehensive General Liability Insurance and Motor Vehicle Liability 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 handicap 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 Contractor 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.

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 handicapped individual 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 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.* With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:
- Contractor complies with Chapter 2.84 by:
    - offering the same benefits to its employees with spouses and its employees with domestic partners.
    - offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
  - Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
  - Contractor does not comply with Chapter 2.84, and a waiver must be sought.
- E. *Discrimination Against Individuals with Disabilities.* The Contractor shall comply fully with the non-discrimination requirements of 41 C.F.R. 60-741.5(a), which is incorporated herein as if fully set forth.

F. *History of Discrimination.* Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

G. *Violation of Non-Discrimination Provisions.* 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 bidding on or being awarded a County contract for a period of up to three (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 examine Contractor's employment records with respect to compliance with this Section and/or to set off 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.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the complaint when filed.

**12. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that a contractor shall have and adhere to a written policy providing that its employees, to the extent they live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five (5) 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 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."

**13. Retention of Records, Right to Monitor and Audit**

(a) Contractor shall maintain all required records 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 of County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate 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 representatives, 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 and Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated herein 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 and Venue**

The validity of this Agreement and of its terms or provisions, 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 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: James A. Hinkamp, Planner  
Address: 455 County Center, 2<sup>nd</sup> Floor  
Redwood City, CA 94063  
Telephone: 650/599-1560  
Facsimile: 650/363-4849  
Email: [jhinkamp@smcgov.org](mailto:jhinkamp@smcgov.org)

**In the case of Contractor, to:**

Name/Title: William R. Loudon, Principal  
Address: 1970 Broadway, #740  
Oakland, CA 94612  
Telephone: 510/267-6623  
Facsimile: 510/268-1739  
Email: [wrl@dksassociates.com](mailto:wrl@dksassociates.com)

**17. Electronic Signature**

If 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, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County:  If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor:  If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

**IN WITNESS WHEREOF**, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
President, Board of Supervisors  
San Mateo County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

DKS Associates

  
\_\_\_\_\_  
Contractor's Signature

Date: 5-12-2014

(Revised 7/1/13)

## **EXHIBIT A**

### **Scope of Work**

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services in relation to the production of the Comprehensive Transportation Management Plan for the Midcoast Study Area and related future development plans for the Half Moon Bay area and the Midcoast of San Mateo County:

#### *1. Project Initiation and Stakeholder Engagement Strategy*

##### **1.1 Project Kick-Off**

**1.1.a** Refine and finalize Stakeholder Engagement Strategy, to identify appropriate levels and frequency of stakeholder participation.

**1.1.b** Identify data sources and background information needed to develop Plan.

**1.1.c** Develop communication protocols between County, Contractor, and subcontractors.

**1.1.d** Refine and finalize Scope of Work.

##### **1.2 Initiate Project Communications and Branding**

**1.2.a** Launch project website and social media feeds.

**1.2.b** Draft and distribute press and media releases.

#### *2. Existing Conditions and Future Assessment*

##### **2.1 Land Use and Buildout Analysis**

**2.1.a** Refine a methodology for completing an updated residential buildout analysis. The methodology used for the buildout analysis of the Midcoast LCP will be used as a foundation. Water and sewer constraints may be taken into consideration for developing associated traffic projections. However, the buildout analysis will identify the theoretical maximum amount of development that could occur if all available land is developed to its full potential before the application of applicable development limitations.

Develop a methodology for completing a non-residential buildout analysis.

**2.1.b** Collect and analyze prior buildout projections for the Midcoast and Half Moon Bay, along with available information regarding the capacity of water and wastewater collection and treatment systems to support buildout.

**2.1.c** Based on the methodology developed in Task 2.1.a and information collected in Task 2.1.b, calculate residential and non-residential buildout for the planning area.

**2.1.d** Identify the potential impacts of future residential development within the Midcoast and City of Half Moon Bay on the existing transportation system, and on coastal access and recreation, based on a detailed analysis of the maximum residential and non-residential development allowed in these areas (i.e., “buildout”).

## **2.2 Travel Forecasting and Traffic Level of Service Analysis**

**2.2.a** Create a methodology for developing traffic projections associated with buildout analysis.

**2.2.b** Document the type, extent, and source of transportation problems currently being experienced on the Midcoast and City of Half Moon Bay.

**2.2.c** Collect and analyze relevant reports and data expressing current Level of Service on Highways 1 and 92 and the other arterial roads on the Midcoast and Half Moon Bay and determine where there are gaps in data and how to address them.

**2.2.d** Identify service standards and expectations existing in the planning area, for all modes of travel, and explore possible additional service standards by which to gauge existing and future transportation gaps and deficiencies.

## **2.3 Identification of Data Gaps and Deficiencies**

**2.3.a** Create a methodology to address gaps and deficiencies in buildout analysis, travel forecasting, and traffic level of service (Tasks 2.1-2.2).

**2.3.b** Work with service districts’ governing boards, CalTrans, County Department of Public Works, and other relevant stakeholders to address information gaps or accommodate for the lack of information.

**2.3.c** Complete and present the Draft Buildout Analysis and Traffic Projections Report to the Midcoast Community Council.

**2.3.d** Publish a Final Report that responds to all questions and comments received regarding the Draft.

# *3. Development and Evaluation of Alternatives*

## **3.1 Develop Alternatives**

**3.1.a** Develop and analyze a range of alternative strategies for addressing existing transportation-related problems, and for minimizing and mitigating the impacts of future development. Identify land use strategies for minimizing the impacts of future development on traffic and circulation, including, but not limited to, the establishment of mandatory lot merger program or lot retirement programs. As part of this effort, work directly with public agencies and private and non-profit property owners that would be affected, in a process further detailed in the community engagement strategy, to get feedback on development reduction strategies.

**3.1.b** Identify alternative methods for minimizing and mitigating the impacts of future development on traffic and circulation, including improvements to local streets and highways, expansion of public transit services, and enhancements to paths and trails.

**3.1.c** Coordinate the development and analysis of alternative strategies with all relevant stakeholders, in a manner that recognizes coastal access and recreation as a priority use.

### **3.2 Evaluate Alternatives and Identify a Preferred Alternative**

**3.2.a** Analyze the cost and feasibility of the identified alternatives, their consistency with applicable regulations and standards, and the effect they will have on traffic and circulation. Analyze the potential reduction in development capacity that would reasonably result from implementation of land use strategies.

**3.2.b** Identify a Preferred Alternative in consultation with the County staff, the Technical Advisory Committee (TAC) and other stakeholders using the criteria identified in Task 1.

**3.2.c** Produce a Draft Alternatives Report that shall recommend which alternatives should be pursued and why.

### **3.3 Review Potential Environmental Impacts**

**3.3.a** Conduct environmental review required to address CEQA requirements. An Initial Study will be prepared to assess the extent to which significant environmental impacts may occur with development of the project. The Initial Study typically includes a project description, brief environmental setting, potential environmental impacts and brief explanations to support findings, mitigation measures for any significant effects, a description of consistency with related plans and policies, and names of parties responsible for preparation.

**3.3.b (Contingency)** Based on the Initial Study, one of three approaches will be used to complete the environmental assessment of the project. The associated costs for each approach are included as part of the contingency budget.

- If the Initial Study checklist shows that no additional significant impacts would be generated that are not already accounted for in the Program EIR, we will proceed with a basic Negative Declaration with no additional analysis. This basic Negative Declaration will include brief explanatory text for each relevant issue area describing the reasons why no significant impact is expected. More detailed analysis (e.g., quantifying air quality impacts) would not be included. We will prepare an administrative draft Negative Declaration and revise it based on one set of consolidated comments from County staff.
- An expanded Mitigated Negative Declaration (MND) would be prepared if it is determined that any potential significant environmental effects can be reduced to a level of insignificance through project revisions, pursuant to Section 21064.5 of the California Public Resource Code.

The expanded MND would consist of a description of the impacts associated with each issue area supplemented by a more in-depth analysis of certain topics where potential impacts have been identified. Mitigation measures will be identified as necessary to reduce identified potentially significant effects.

- We would prepare a full EIR if it were found that the project could have significant environmental effects that are unavoidable; i.e., if no reasonable mitigation could be undertaken to reduce the effects to a less than significant level. The preparation of an EIR is not included in the project budget.

In all cases, alternatives will be analyzed to the extent legally required.

#### *4. Development of the Comprehensive Transportation Management Plan*

##### **4.1 Develop Policies, Programs, and Projects for the Preferred Alternative**

**4.1.a** Identify options for financing improvements, including through the establishment of an in-lieu fee traffic mitigation program.

**4.1.b** Identify methods for reducing the extent of future development to that which can be accommodated by the local circulation system, including through the establishment of mandatory lot merger requirements. Based on public review of the alternatives and County staff direction, develop programs and policies to implement land use buildout reduction strategies.

**4.1.c** Increase the efficiency, consistency, and effectiveness of the development review process by selecting and implementing strategies that provide a fair and uniform basis for offsetting the cumulative impacts of individual residential development proposals.

**4.1.d** Establish new programs, policies, and procedures to implement the transportation improvement strategies from the CTMP selected by the Board of Supervisors through a public review process.

**4.1.e** Complete and present the Draft Alternatives Report to the Midcoast Community Council, the Planning Commission, and the Board of Supervisors, and publish a Final Report that responds to all questions and comments received regarding the Draft.

##### **4.2 Prepare Final Plan**

**4.2.a** Compile all information contained in the Buildout Analysis and Traffic Projections Report, and Final Alternatives Report within a DRAFT Transportation Management Plan that also describes the process used to create the Plan.

**4.2.b** In partnership with the County, will present the DRAFT CTMP to the Midcoast Community Council, the Planning Commission, and the Board of Supervisors for adoption.

**4.2.c** Publish a Final CTMP that responds to all comments and questions received regarding the Draft.

<b>Schedule of Deliverables</b>		
1.	Project Kick-off Meeting	May 2014
2.	Finalize Stakeholder Engagement Strategy	May 2014
3.	Review Prior Buildout and Services Capacity Projections	June 2014
4.	Develop Methods for Obtaining Missing Data and Updating Buildout Projections	June 2014
5.	Review Existing Traffic Data and Identify Gaps and Service Standards	June 2014
6.	Draft Buildout Analysis and Traffic Projections Report	August 2014
7.	Present Draft Buildout Analysis and Traffic Projections Report to Technical Advisory Committee and Planning Commission	September 2014
8.	Finalize and Publish Buildout Analysis and Traffic Projections Report	October 2014
9.	Formulate Alternative Response to Existing and Future Traffic Conditions	December 2014
10.	Develop and Publish Draft Alternatives Report	February 2015
11.	Address CEQA Requirements	February 2015
12.	Present Draft Alternatives Report to Public and Planning Commission, and Board of Supervisors	March 2015
13.	Refine Alternatives Based on Public, Planning Commission, and Board of Supervisors Feedback	March 2015
14.	Publish Initial DRAFT Comprehensive Transportation Management Plan; Present Data, Public Input, Preferred Alternative Analysis in Initial DRAFT CTMP	May 2015
15.	Present Initial DRAFT CTMP to Public, Planning Commission, and Board of Supervisors	May 2015
16.	Planning Commission Adoption of DRAFT Comprehensive Transportation Management Plan	June 2015
17.	Board of Supervisors Adoption of DRAFT Comprehensive Transportation Management Plan	August 2015

## **Exhibit B**

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

County will 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 \$494,975.00 without prior written consent of County in the form of an amendment to this Agreement.



**Exhibit B Attachments**

<b>DKS Associates</b>				
<b>Cost Proposal</b>				
		Rate	Hours	Amount
<b>1. Direct Labor</b>				
	W. Loudon	\$ 250	364	\$ 91,000
	J. Long	\$ 250	68	\$ 17,000
	D. Mahama	\$ 190	116	\$ 22,040
	Asso. Eng./Plnr.	\$ 120	360	\$ 43,200
	Assit Eng./Plnr.	\$ 100	416	\$ 41,600
	Admin./Graphics	\$ 90	70	\$ 6,300
	<b>Total Direct Labor</b>		1,394	\$ 221,140
<b>2. Direct Expenses</b>				
	Graphics , Printing and Copying			\$ 1,000
	<b>Total Direct Expenses</b>			\$ 1,000
<b>3. Subcontractors</b>				
	Dyett & Bhatia			\$ 134,902
	Flint Strategies			\$ 59,250
	Nelson/Nygaard			\$ 29,891
	Allowance for Data Collection			\$ 35,800
	<b>Total Subcontractors</b>			\$ 259,843
<b>4. Subtotal of all Costs</b>				
				\$ 481,983
<b>5. Fee on Subcontractors (5%)</b>				
				\$ 12,992
<b>TOTAL</b>				\$ 494,975

DKS Staff Hours by Task								
		DKS Associates						
Task	Task Description	W. Loudon	J. Long	D. Mahama	Asso. Eng./Plnr.	Assit Eng./Plnr.	Admin./Graphics	TOTAL
<b>Task 1</b>	<b>Community Engagement</b>	<b>68</b>	<b>12</b>	<b>16</b>	<b>16</b>	<b>0</b>	<b>18</b>	<b>130</b>
1.1	Development of Final Community Engagement Strategy	12					2	14
1.2	Communications	16					8	24
1.3	Community Engagement Events	40	12	16	16		8	92
<b>Task 2</b>	<b>Existing and Future Development Potential and Transportation Deficiencies</b>	<b>48</b>	<b>0</b>	<b>12</b>	<b>64</b>	<b>72</b>	<b>16</b>	<b>212</b>
2.1	Land Use and Buildout Analysis	16						16
2.2	Travel Forecasting and Traffic Level of Service Analysis	16			24	48		88
2.3	Identification of Service Standards and Expectations	8		8	24			40
2.4	Identification of Gaps and Deficiencies	8		4	16	24	16	68
<b>Task 3</b>	<b>Development and Evaluation of Alternatives to Address Deficiencies</b>	<b>120</b>	<b>24</b>	<b>64</b>	<b>176</b>	<b>224</b>	<b>36</b>	<b>644</b>
3.1	Development of Alternatives to Address Gaps and Deficiencies	40		40	80	80	2	242
3.2	Evaluation of the Potential Benefits of Alternatives	8		8	24	40	2	82
3.3	Review of Potential Environmental Impacts	24			24	24	16	88
3.4	Cost and Financing Analysis	24	24		24	80	16	168
3.5	Identification of the Preferred Alternative	24		16	24			64
<b>Task 4</b>	<b>Development of a Comprehensive Transportation Management Plan</b>	<b>128</b>	<b>32</b>	<b>24</b>	<b>104</b>	<b>120</b>	<b>0</b>	<b>408</b>
4.1	Development of Policies, Programs and Projects for the Preferred Alternative	24						24
4.2	Procedures for Getting Implementation Plan Approval	40						40
4.3	Development Review Process	16						16
4.4	Transportation Mitigation Fee Program Development	8	24		24			56
4.5	Preparation of Final Plan	40	8	24	80	120		272
<b>TOTAL</b>		<b>364</b>	<b>68</b>	<b>116</b>	<b>360</b>	<b>416</b>	<b>70</b>	<b>1,394</b>

## Dyett & Bhatia Cost Proposal - Hours by Task

### HOURS BY TASK

	<i>Task 1</i>	<i>Task 2</i>	<i>Task 3</i>	<i>Task 4</i>	<i>Contingency</i>	<b>Total (Contingency, Option 2)</b>
	<i>Project Initiation</i>	<i>Existing Conditions and Future Assessment</i>	<i>Development &amp; Evaluation of Alternatives</i>	<i>Development of the CTMP</i>	<i>Option 2: Expanded/Mitigated Neg Dec</i>	
<b>Dyett &amp; Bhatia</b>						
Rajeev Bhatia, Principal	8	-	16	8	12	44
Martha Miller, Principal	8	36	16	8	12	80
Senior Associate	8	50	40	24	40	162
Associate		-	56	-	160	216
Planner	6	56	20	24	40	146
Mapping/GIS and Sr. Graphic Designer	6	40	32	-	20	98
Project Associate	-	-	16	-	12	28
<b>Sub-Total</b>	<b>36</b>	<b>182</b>	<b>196</b>	<b>64</b>	<b>296</b>	<b>774</b>
<b>SWCA Environmental</b>						
Shawna Scott, Project Manager			4		30	34
Planner			4		12	16
Senior Biologist			6		38	44
Natural Resources			6		26	32
Biologist			2		14	16
Archaeologist			6		26	32
GIS/Mapping			6		10	16
Editor			0		0	-
Subcontractors (Bob Carr)			6		14	20
<b>Sub-Total</b>	<b>-</b>	<b>-</b>	<b>40</b>	<b>-</b>	<b>170</b>	<b>210</b>
<b>Charles Salter Associates</b>	See cost budget.					
Principal Consultant						
Consultant						
<b>Sub-Total</b>						
<b>TOTAL HOURS</b>	<b>36</b>	<b>182</b>	<b>236</b>	<b>64</b>	<b>466</b>	<b>984</b>

## Dyett & Bhatia Cost Proposal - CTMP

### BUDGET BY TASK

	Hourly Rate	Task 1	Task 2	Task 3	Task 4	Contingency	Total (Contingency, Option 2)
		Project Initiation	Existing Conditions and Future Assessment	Development & Evaluation of Alternatives	Development of the CTMP	Option 2: Expanded/Mitigated Neg Dec	
<b>Dyett &amp; Bhatia</b>							
Rajeev Bhatia, Principal	\$210	1,680	-	3,360	1,680	2,520	9,240
Martha Miller, Principal	\$180	1,440	6,480	2,880	1,440	2,160	14,400
Senior Associate	\$135	1,080	6,750	5,400	3,240	5,400	21,870
Associate	\$115	-	-	6,440	-	18,400	24,840
Planner	\$105	630	5,880	2,100	2,520	4,200	15,330
Mapping/GIS and Sr. Graphic Designer	\$110	660	4,400	3,520	-	2,200	10,780
Project Associate	\$70	-	-	1,120	-	840	1,960
Direct Costs, Including Reports		150	100	400	200	200	1,050
<b>Sub-Total</b>		<b>\$5,640</b>	<b>\$23,610</b>	<b>\$25,220</b>	<b>\$9,080</b>	<b>\$35,920</b>	<b>\$99,470</b>
<b>SWCA Environmental</b>							
Shawna Scott, Project Manager	\$127	-	-	508	-	3,810	4,318
Planner	\$116	-	-	464	-	1,392	1,856
Senior Biologist	\$127	-	-	762	-	4,826	5,588
Natural Resources	\$116	-	-	696	-	3,016	3,712
Biologist	\$93	-	-	186	-	1,302	1,488
Archaeologist	\$83	-	-	498	-	2,158	2,656
GIS/Mapping	\$105	-	-	630	-	1,050	1,680
Editor	\$83	-	-	-	-	-	-
Subcontractors (Bob Carr)	\$75	-	-	750	-	1,050	1,800
Direct Cost					200	634	834
<b>Sub-Total</b>		<b>-</b>	<b>-</b>	<b>\$4,494</b>	<b>\$200</b>	<b>\$19,238</b>	<b>\$23,932</b>
<b>Charles Salter Associates</b>							
Principal Consultant	\$210	-	-	-	-	11,000	11,000
Consultant	\$145	-	-	-	-	-	-
Direct Cost					-	500	500
<b>Sub-Total</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>11,500</b>	<b>\$11,500</b>
<b>TOTAL FEE</b>		<b>\$5,640</b>	<b>\$23,610</b>	<b>\$29,714</b>	<b>\$9,280</b>	<b>\$66,658</b>	<b>\$134,902</b>

Sub-Consultants and Direct Costs are billed at no markup.

Hourly rates may be adjusted yearly during the course of the contract, but the total amount shall not change.

Additional services beyond those identified in the scope of work will be provided at the market billing rates of the firm at the time the additional services are requested.

Dyett & Bhatia reserves the right to reallocate budget between various consulting team members and between tasks, provided the overall project budget does not change.

<b>Nelson Nygaard Cost Estimate</b>				
<b>San Mateo CTMP</b>				
	<b>Burgett</b>	<b>H. Lo</b>	<b>Napolitan</b>	<b>TOTAL</b>
	\$197	\$180	\$129	
Project Management	4	4	3	11
Existing Conditions	8	20	16	44
Concepts and Alternatives	8	14	24	46
Final Plan	8	14	14	36
Meetings and Workshops	24	12	6	42
<b>Total Direct Costs</b>				
<b>Total Hours</b>	52	64	63	179
<b>Labor Costs:</b>	<b>\$10,244.00</b>	<b>\$11,520.00</b>	<b>\$8,127.00</b>	<b>\$29,891.00</b>

<b>Flint Strategies Budget Estimate</b>					
<b>San Mateo CTMP</b>					
	<b>Direct Costs</b>	<b>Kendall Flint</b>	<b>Steve Flint</b>	<b>Graphics</b>	<b>TOTAL</b>
		\$150	\$150	\$100	
Project Management		36			
Branding		6	0	20	
Project Website	\$250.00	20	0	60	
Media Relations		24	0	0	
Community Presentations			0	20	
Collateral Development	\$1,000.00	30	0	36	
Municipal Presentations		24	0	10	
Steering Committee Meetings		10	0	0	
Social Media/eNews	\$1,000.00	24	0	48	
Public Workshops	\$1,000.00	36	24	36	
<b>Total Direct Costs</b>	<b>\$3,250.00</b>				
<b>Total Hours</b>		210.00	24	230	
<b>Labor Costs:</b>		\$29,400.00	\$3,600.00	\$23,000.00	<b>\$56,000.00</b>
<b>Total Direct Costs</b>					<b>\$3,250.00</b>
<b>Total Project Budget</b>					<b>\$59,250.00</b>

**Exhibit I**

**Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended**

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s):  
(Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to Section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

\_\_\_\_\_  
Name of 504 Person - Type or Print

\_\_\_\_\_  
Name of Contractor(s) - Type or Print

\_\_\_\_\_  
Street Address or P.O. Box

\_\_\_\_\_  
City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date

\*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

## Exhibit IP

### **Attachment IP Intellectual Property Rights**

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1. The County of San Mateo ("County") shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively "Vendors") for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.
2. "Work Products" are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.
3. Contractor shall not dispute or contest, directly or indirectly, the County's exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting County's titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.
4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.
5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be "work-made-for-hire" or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County's titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.
6. Contractor agrees that before commencement of any subcontract work it will incorporate this **ATTACHMENT IP** to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the County's titles, rights, and interests in Work Products are preserved and protected as intended herein.