

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
DYETT & BHATIA**

THIS AGREEMENT, entered into this _____ day of _____, 20_____,
by and between the COUNTY OF SAN MATEO, hereinafter called “County,” and DYETT
& BHATIA, 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;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose
of preparing General Plan, Zoning, and Local Coastal Program Amendments for the
Princeton Study Area.

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

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference
herein:

Exhibit A—Services
Exhibit B—Payments and Rates
Attachment C—Contractor’s Declaration Form
Attachment D—Contract Insurance Approval
Attachment E—Certificate of Liability Insurance
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”. The
County reserves the right to withhold payment if the County determines that the quantity or
quality of the work performed is unacceptable. In no event shall the County’s total fiscal

obligation under this Agreement exceed Five Hundred Seventy-Nine Thousand Thirty-Three Dollars and No Cents, \$579,033.00.

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from May 7, 2013 through June 30, 2015.

This Agreement may be terminated by Contractor, the Community Development Director or his/her 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 the County and shall be promptly delivered to the County. Upon termination, the 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

The 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 the 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 the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply 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, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this 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 herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Except as specifically set forth in this Agreement and the Exhibits thereto, 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 the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the 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 the 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.** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.
- (2) **Liability Insurance.** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her 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 himself/herself or by any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not 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 any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees 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, the County of San Mateo, 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 pursuant to this Agreement.

10. Compliance with Laws; Payment of Permits/Licenses

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, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," 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. Further, Contractor certifies that the 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.

In the event of a conflict between the terms of this Agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

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

11. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, 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.

- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *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 the County of San Mateo upon request.
- D. *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:
 - 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;
 - 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 paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract 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 its response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular

pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the 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 the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or its appropriate audit agencies upon reasonable notice, 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, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto 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 this body of the 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 this 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 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, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

In the case of County, to:

Jim Eggemeyer, Community Development Director
County of San Mateo Planning and Building Department
455 County Center, 2nd Floor, Mail Drop PLN122
Redwood City, CA 94063

In the case of Contractor, to:

Dyett & Bhatia
Martha Miller, Principal
775 Sansome Street, Suite 400
San Francisco, CA 94111

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

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

Dyett & Bhatia

Martha Miller
Contractor's Signature

Date: 4/23/13

Exhibit “A”

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

Contractor shall complete the preparation of General Plan, Zoning, and Local Coastal Program Amendments for the Princeton Study Area. A complete Scope of Work is attached as Exhibit “A”.

Exhibit “B”

In consideration of the services provided by Contractor in attached Exhibit “A”, County shall pay Contractor based on the following fee schedule in attached Exhibit “B”.

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

County 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 \$579,033.00 without prior written consent of County in the form of an amendment to this Agreement.

Scope of Services

This section outlines the work program for the Princeton Planning Update. The task-by-task descriptions that follow present our approach to data collection, alternatives analysis, policy formulation and preparation of documents. Each task description includes a purpose statement and timeframe at the beginning in *italics* followed by a detailed description of deliverable formats and content. The timeframes identified in this scope of services assumes a project start date of May 2013.

Initials in parentheses identify the lead firm for each sub-task:

- D&B: Dyett & Bhatia, Urban and Regional Planners
- EPS: Economic & Planning Systems
- SWCA: SWCA Environmental Consultants
- NC: Noble Consultants
- NN: Nelson \ Nygaard
- BKF: BKF Engineers
- FS: Flint Strategies

Task I. Project Initiation and Community Involvement Strategy

Timeframe: June 2013 (2 months)

Objective: The consultant team will engage with County staff to understand key issues, organize background materials and baseline data, and clarify the work plan and public participation program. The objective of this task is to identify and understand community issues and visions, and establish a coordinated approach to the project.

- 1-A. Conduct a Kick-Off Meeting with County Staff (D&B).** Meet with the key staff members to discuss their ideas and aspirations for the project. At this meeting, data sources will be identified, roles and responsibilities will be clarified, communication protocols will be established, and work program modifications will be discussed. County staff will also provide the consultant team with background information, including an overview of existing plans and EIRs, programs, land use, public facilities, and development projects. Following the kickoff meeting, we will tour the planning area with staff.
- 1-B. Review Background Materials and Prepare Base Map (D&B, EPS, SWCA, NC, NN, BKF, FS).** The consultants will review pertinent documents, provided by County staff or otherwise available and prepare base maps showing existing roads and rights-of-way and surrounding land uses, using GIS data provided by County staff. Review of materials will include the County's Shared Vision 2025, Coastal Commission certified Local Coastal Program, including 2012 Midcoast Local Coastal Program Updates, Zoning Ordinance, 1986 Princeton Area Study, Midcoast Mobility Studies, Midcoast Parks and Recreation Needs Assessment, Half Moon Bay Airport Layout Plan and Airport Land Use Compatibility Plan, recent staff reports and environmental documents for projects in the plan area and any other relevant documentation such as access plans and shoreline studies. The consultants will also become familiar with the County's development entitlement process, existing

and community character, other relevant planning efforts underway, and the history of community input processes to date.

- 1-C. Develop a Detailed Public Participation Program (D&B, FS).** An extensive public participation program will be developed in coordination with County staff, using the components identified in Section 1.1 of the proposal. The public participation program will identify key stakeholders, Steering Committee, and Technical Advisory Committee (TAC) members and outline topics and estimated dates for all public meetings, public workshops, TAC and Steering Committee meetings, and other outreach tools for the plan update, as well as strategies for noticing, communication, and the project website. As part of the public participation program, FS will develop an overall brand for the Princeton Planning Update. This will be carried through all materials, the project website, and presentations in an effort to build enthusiasm about the update. The County will be given several options to choose from and have final approval of the overall theme.
- 1-D. Establish Project Website (D&B, FS).** We will create and host a project-specific website which will link directly to the County's website, the Midcoast Community Council site, and others as appropriate. The project scope and schedule, upcoming public participation opportunities, and completed products will be placed on the project website as they are developed. The site could also host a comment feature and email list-serve sign-up so community members can be notified about upcoming meetings and new document availability. It can also have online survey capabilities and be integrated with social media and the County's website.
- 1-E. Social Media (FS).** Using social media, such as Facebook or a virtual town-hall site such as MindMixer, enables community members to participate, collaborate, and inform decision-making from their home or office. This platform would be used during the core 10 months of the planning effort to maintain interest and excitement at key milestones in the process including visioning, alternatives, and plan amendment development stages.
- 1-F. Press and Media Releases (FS).** Draft press and media releases that can be distributed to local media or used with the County and Midcoast Community Council websites, newsletters, and public service announcements at key benchmarks in the process and in advance of workshops and other public forums.

Meetings	Products
<ul style="list-style-type: none"> • Kick-Off Meeting with County Staff 	<ul style="list-style-type: none"> • Base Map • Public Participation Program • Project Website • Social Media • Press and Media Releases throughout project

Task 2. Issue Assessment and Outreach

Timeframe: October 2013 (6 months)

Objective: The objective of this task is to identify and understand community concerns and establish a coordinated and realistic direction for the future founded on a community-based strategic vision. This task would also ensure that the background studies and analysis in Task 3 is responsive to community needs.

2-A. Community Kickoff Meeting (D&B). Host a community introduction/kick off meeting to introduce the project and team to the Princeton Study Area community and broader midcoast, provide an overview of project and upcoming opportunities for public participation, and accept any general comments/feedback from public.

2-B. Interview Stakeholders (D&B). Representatives of public agencies, community members, property and business owners, fishermen, boaters, environmental advocates, Airport Land Use Committee and Commission (C/CAG), Board of Supervisors, etc. will be interviewed to identify their issues of concern and desirables to factor into the update. Our budget provides for 14 such meetings (with one to three participants at each meeting) over a two-day period. Additional interviews will be conducted by phone to accommodate stakeholders not able to attend in-person interviews. Comments and input from the stakeholder meetings will be summarized in a memorandum.

This step is critical, because often people will be much more candid in a one-on-one or small group interview. We will ask a series of questions so that we learn about major issues of concern, deal breakers, desirables, and the political factors that may come into play.

2-C. Steering Committee Meeting (D&B). Staff and consultants will meet with the Steering Committee to:

- Introduce committee members to the planning process and its purpose;
- Ask for their input on initial priorities, issues, and controversies; and
- Encourage members to reach out to neighbors, colleagues, and friends to attend the community workshops and engage in the planning process.

2-D. Community/Midcoast Workshop #1: Visioning (D&B, FS). An engaging, interactive workshop will be held to further assist the team in “scoping” issues and understanding community perspectives and ensuring that issues felt to be pertinent by the public and are appropriate for consideration in the program are not ignored. Comments and input from the workshop will be summarized in a memorandum.

2-E. Midcoast Community Council and Community/Key Group Briefings (D&B, FS). Community/key group briefings would be conducted to broaden outreach to those who do not otherwise come to public workshops and targeting active community bodies within the midcoast. One meeting will be conducted with the Midcoast Community Council and another meeting will be conducted with another group such as business groups, neighborhood associations, and environmental groups. Alternatively, these could be help as informal social hours and coffees held at a variety of local establishments. Additional community/key group briefings may be conducted by staff.

2-F. Community-wide Survey (D&B). To ensure broad-based community input, a community survey will be conducted. If limited to the Princeton Planning Area, the survey will be a full census approach door-to-door community survey. If the survey area is expanded to include the entire Midcoast area, a postage prepaid mail-in or a phone survey will be conducted. The type of survey to be conducted will be determined through discussions with County staff in the development of the Detailed Public Participation Program in Task 1.C.

The survey will be prepared to understand viewpoints related to the community’s vision, growth and development, salient planning issues, coastal access issues, and transportation use and habits. D&B will work with the County to develop and refine the survey instrument.

The survey results will be compiled. Each response will be coded, and detailed cross-tabulations will be produced. Results of the analysis will be presented in a report written in clear and simple language, and an electronic copy of the cross-tabulations will be provided to the County.

- 2-G. Community Visioning Report (D&B, FS).** The Visioning Report will document the activities and outcomes of each community outreach activity completed during this task. The report will synthesize findings into a community vision and set of themes that will guide development of alternatives in Task 4.
- 2-H. Steering Committee Meeting on Community Vision Report (D&B, FS).** Meet with the Steering Committee to review the Community Vision Report.
- 2-I. Planning Commission/Board of Supervisors Briefing on Community Vision (Staff).** County staff will brief the Planning Commission and/or Board of Supervisors on the results of the first phase of outreach, culminating in the Community Vision Report.

Meetings	Products
<ul style="list-style-type: none"> • Stakeholder Interviews • Steering Committee Meetings (2) • Midcoast Community Council Meeting (1) • Community/Key Group Meeting (2) • Community Workshop #1: Visioning • Planning Commission/Board of Supervisors Briefing (County Staff) 	<ul style="list-style-type: none"> • Community Visioning Report, including: <ul style="list-style-type: none"> ○ Stakeholder Interviews ○ Community Workshop • Survey and Results Report

Task 3. Background Studies

Timeframe: January 2014 (9 months)

Objective: The objective of this task is to obtain and compile background information, analyze long-term trends, summarize the opportunities and constraints in the Princeton Study Area, and identify key factors that will affect planning decisions. This assessment will inform the preparation of land use alternatives and preparation of the General Plan Policy and Land Use Map amendments, Local Coastal Program Policy and Map Amendments, and Zoning Regulations and Map Amendments.

- 3-A. Conduct Land Use Survey/Vacant Parcel Survey (D&B).** Building on information obtained from the County, focused windshield surveys will be conducted to verify land use data accuracy and to identify underutilized parcels. A complete land use data layer will be prepared, which may also serve as the basis for land use analysis and alternatives.
- 3-B. Prepare Existing Conditions, Opportunities and Challenges Report (D&B, Team).** A summary report will be prepared describing the purpose of the project, providing a detailed analysis of baseline conditions, and presenting the primary findings of all background research. The presentation will contain extensive graphics, using maps and charts, along with supporting text. The report will also present an analysis of key opportunities and challenges. Existing plans, studies, research reports, databases, and other sources will be reviewed, including recent and on-going planning efforts. The following studies will be provided and the topic areas will be addressed in the report:

- *Land Use and Urban Design (D&B)*. The land use and urban design analysis will include a land use and urban form inventory, cataloguing existing land uses and building typologies in and around the Study Area; an inventory of planned development by land use based on available County data; and a review of existing zoning, General Plan, and other regulatory authority related to the Study Area.
- *Opportunity Sites (D&B)*. The opportunity sites analysis will include analysis at the parcel level based on fieldwork and land value analysis, to determine realistic opportunities for new development. The analysis will also consider public agency land ownership and public agency future plans.
- *Fishing, Boating, and Visitor-Serving Needs (EPS)*. EPS will evaluate the competitive attributes and market performance associated with the existing uses, including the current suite of visitor-serving venues and facilities in the Princeton Study Area. This analysis will compare market demand and supply conditions and trends for marine-related uses and activities (e.g., recreational and commercial boating, fishing and surfing). On the demand side, EPS will assess the size and composition of major demand drivers (e.g., existing user groups). The assessment of visitor-serving uses will take into account factors such as origin and destination, length of stay, and typical spending patterns by activity, as available data allow. This analysis will be based on conversations with operators, vendors, and service providers active in the market and other data, such as occupancy and utilization rates and customer surveys, as available.

On the supply side, EPS will identify and compare the alternative venues that compete with Princeton for marine-related uses and visitor-related activities. This assessment will be based on location and accessibility, the quality and range of facilities and other amenities offered, visitation by type, and other performance metrics. A key goal of this analysis will be to understand regional market dynamics by use or activity, identify potential supply gaps, and consider marketing or physical investments that might improve Princeton's competitive position (e.g. in facilities or amenities that are missing and/or under-developed).

- *Environmental Constraints and Opportunities (SWCA)*. Key environmental constraints that may affect planning policy and land use decisions will be analyzed, mapped and summarized. The narrative report, illustrated with maps and photos, will describe the relevant background, policies, constraints, and opportunities for sensitive habitats, significant viewsheds, natural hazards, and cultural resources in the study area. The report will also include measures to protect public resources and safety based on these analyses. Important opportunity and constraints concepts as will be prioritized and based on clear, defensible data.
- *Market Demand (EPS)*. Building on the Fishing, Boating, and Visitor Serving Needs Assessment, the market demand analysis will provide a broad-based analysis of land use and real estate development opportunities in the Princeton Study Area. The analysis will emphasize commercial (e.g. retail and industrial) market dynamics, highlighting development opportunities consistent with the existing land use patterns, opportunities, and constraints presented by Princeton's unique location. The analysis will address non-commercial uses such as education facilities, as appropriate based on findings from the Needs Assessment. EPS will also consider the role and restrictions presented by the California Coastal Commission, the Half Moon Bay Airport and other stakeholders. EPS will leverage its existing knowledge

and data related to real estate conditions and trends in western San Mateo County as well as specific sub-market and property-based analysis.

- *Coastal Access, Parking, and Circulation (NN)*. A Coastal Access, Parking, and Circulations Analysis will address all modes of travel (e.g., pedestrian, bicycle, and transit) and identifies opportunities to reduce automobile congestion and vehicle miles traveled. The existing circulation network will be mapped and analyzed. Recommendations will be included for bicycle, pedestrian, motor vehicle, transit, parking, transportation demand management, and coastal access improvements to complete the circulation network, providing multi-modal access throughout the Study Area.
- *Infrastructure (BKF)*. An Infrastructure Analysis will be conducted that determines the type and extent of the drainage, water, wastewater treatment and other infrastructure improvements needed to support existing and future development, evaluates the availability of these services, and identifies the improvements needed to meet future demands. This shall include a study of past water service transfers and the implications of these transactions on future development, as well as a recommended system for reserving adequate service capacities for existing and future Coastal Act Priority Land Uses.
- *Shoreline Erosion and Protection (NC)*. A Shoreline Erosion and Protection Analysis that documents erosion rates, coastal access issues, and existing shoreline armoring structures will be undertaken. The shoreline management plan will be developed to afford reasonable protection of property and backlands in a manner that is consistent with the region's aesthetic qualities, public access needs, and other community goals and objectives, taking into account sea level rise.

Preliminary engineering studies performed for the County have recommended a combined revetment, stabilized beach nourishment, and relatively simple public access improvements at key street end locations. The final shoreline management plan will lay out significant details such as the location of a uniform string line, consistent design section requirements, and maintenance obligations so that a meaningful long term action plan can be proposed, adopted by the community, and ultimately implemented.

- *Airport Compatibility (D&B)*. An Airport Compatibility Analysis that applies the information generated by the Half Moon Bay Airport Layout Plan and Airport Land Use Compatibility Plan Updates to develop recommended amendments to existing Airport Overlay Zoning Regulations that comply with State guidelines.
- 3-C. Prepare Final Existing Conditions, Opportunities and Challenges Report (D&B, Team).** Following staff review of the draft, the report will be revised and finalized for publication.
- 3-D. Present Existing Conditions, Opportunities and Challenges Report to Technical Advisory Committee (D&B).** The Existing Conditions, Opportunities, and Challenges Report will be presented to the Technical Advisory Committee. Due to their complexity and importance, some issues may require greater attention and discussion. The Technical Advisory Committee will convene as needed (up to 2 meetings) to provide the project team with feedback on the information and analysis in the report. Technical Advisory Committee feedback will be used to draw up Alternatives (Task 4), as well as incorporation in Plan Update policy.

- 3-E. Present Existing Conditions, Opportunities and Challenges to the Midcoast Community Council (D&B).** The Existing Conditions, Opportunities, and Challenges Report will be presented to the Midcoast Community Council. Midcoast Community Council feedback will be used to draw up Alternatives (Task 4), as well as incorporation in Plan Update policy.
- 3-F. Present Existing Conditions, Opportunities and Challenges Report to Steering Committee (D&B).** The Existing Conditions, Opportunities, and Challenges Report will be presented to the Steering Committee. As with the review by the Technical Advisory Committee, some issues may require greater attention and discussion. The Steering Committee will convene as needed (up to 2 meetings) to provide the project team with feedback on the information and analysis in the report. Steering Committee feedback will be used to draw up Alternatives (Task 4), as well as incorporation in Plan Update policy.
- 3-G. Coastal Commission Briefing on Project Status (D&B).** Brief the Coastal Commission on the status of the project, including results of the first phase of outreach, culminating in the Community Vision Report, and the key conclusions of the Existing Conditions, Opportunities, and Challenges Report. The briefing will be scheduled for a Coastal Commission meeting held in the Bay Area. Alternatively, the briefing may be conducted with Coastal staff.
- 3-H. Present Existing Conditions, Opportunities and Challenges Report to Planning Commission/Board of Supervisors (D&B, FS).** Key conclusions of the Existing Conditions, Opportunities, and Challenges Report will be presented to the Planning Commission or Board of Supervisors, or at a joint session.

Meetings	Products
<ul style="list-style-type: none"> • Technical Advisory Committee Meetings (2) • Steering Committee Meetings (2) • Midcoast Community Council Meeting (1) • Coastal Commission Briefing (1) • Planning Commission/Board of Supervisors Briefing (1) 	<ul style="list-style-type: none"> • Existing Conditions, Opportunities, and Challenges Report <ul style="list-style-type: none"> ○ Fishing, Boating, and Visitor-Serving Needs Assessment ○ Environmental Constraints and Opportunities Analysis ○ Market Demand Analysis ○ Coastal Access, Parking, and Circulation Analysis ○ Infrastructure Analysis ○ Shoreline Erosion and Protection Analysis ○ Airport Compatibility Analysis

Task 4. Alternatives and Preferred Plan

Timeframe: July 2014 (15 months)

Objective: In this task, building on identified issues and opportunities and challenges, we will formulate up to three concepts for alternative land use and circulation patterns for the plan area that address the community vision and concerns identified in Task 2 and the key issues determined in the technical analysis in Task 3, resulting in the formulation of the Preferred Plan.

- 4-A. Draft Alternatives (D&B).** Three land use alternative options for accomplishing the projected goals of the Princeton Planning Update will be prepared. The alternatives will be

sensitive to the issues, opportunities, and constraints identified in the Existing Conditions, Opportunities, and Challenges Assessment and the community workshops, and offer real choices.

The alternatives will be sufficiently developed to show clear choices among major land use options. Sketch Plan alternatives will explore land uses arrangements, mixes, locations of activities to support the waterfront, reduce incompatibility, reduce traffic impacts, increase alternative transportation use, provide coastal access, address shoreline protection and erosion, and promote public safety and quality of life.

- 4-B. **Alternatives Evaluation (Team).** Relative merits, impacts, and disadvantages of the alternatives will be assessed. Comparative impacts in terms of the balance of land use, design, density, population growth, mobility, environmental constraints and potential environmental effects, and other factors of concern will be prepared for presentation in narrative and tabular form.
- 4-C. **Technical Advisory Committee Meeting on Alternatives (D&B).** The alternatives will be reviewed with the Technical Advisory Committee to get feedback on policy issues.
- 4-D. **Midcoast Community Council Meeting on Alternatives (D&B).** The alternatives will be presented to and reviewed with the Midcoast Community Council to get feedback on policy issues.
- 4-E. **Steering Committee Meeting on Alternatives (D&B).** The alternatives will be reviewed with the Steering Committee to get feedback on policy issues.
- 4-F. **Prepare and Hold Community/Midcoast Workshop #2: Alternatives (D&B, FS).** A community workshop will be held to present the land use alternatives. The presentation will primarily be graphics and maps, so the information is concise, inviting to look at, and easily understood. Discussion will occur in small groups, analyzing the advantages and disadvantages of the alternatives. Small groups will report on the conclusions of their discussion to all the workshop attendees. Comments and input from workshop will be summarized in a memorandum.
- 4-G. **Prepare Preferred Plan (D&B).** Following the public input and direction by County staff, a preliminary preferred plan will be prepared. This will be reviewed with staff and refined in an interactive setting. The Preferred Plan will include a discussion of potential environmental effects of the Preferred Plan described in Task 5.A.
- 4-H. **Prepare Policy and Framework Concepts (D&B).** These concepts, in a memo format, will synthesize information gathered to date and assist the decision-makers in bridging the gap between the Community Vision Report prepared in Task 2, Preferred Plan and detailed policy development. Key goals or guiding policies for each of the plan elements will be identified.
- 4-I. **Review Preferred Plan, Policy and Framework Concepts, and Potential Environmental Effects with Steering Committee (D&B).** The Preferred Plan, Policy and Framework Concepts, and potential environmental effects will be reviewed with the Steering Committee and refined following their review.
- 4-J. **Coastal Commission Briefing on the Preferred Plan, Policy and Framework Concepts, and Potential Environmental Effects (D&B).** Brief the Coastal Commission on the status of the project and present the Preferred Plan, Policy and Framework Concepts, and potential

environmental effects. The briefing will be scheduled for a Coastal Commission meeting held in the Bay Area. Alternatively, the briefing may be conducted with Coastal staff.

- 4-K. Present Preferred Plan, Policy and Framework Concepts, and Potential Environmental Effects to Decision-Makers (D&B).** The Preferred Plan, Policy and Framework Concepts, and potential environmental effects will be presented to the Board of Supervisors/Planning Commission and refined in an interactive workshop. Feedback will establish the basis for formulating detailed Plan policies.

Meetings	Products
<ul style="list-style-type: none"> • Technical Advisory Committee Meeting (1) • Midcoast Community Council Meeting (1) • Steering Committee Meetings (2) • Community Workshop #2: Alternatives • Coastal Commission Briefing (1) • Board of Supervisors/Planning Commission Briefing (1) 	<ul style="list-style-type: none"> • Land Use Alternatives and Alternatives Evaluation • Community Workshop Summary • Preferred Plan • Memo on Policy and Framework Concepts

Task 5. Environmental Review

Timeframe: November 2014 (19 months)

Objective: The objective of this task is to prepare an evaluation of the potential environmental effects of the Princeton Planning Update. The proposed LCP amendments are exempt from CEQA as Coastal Commission LCP certification process is “functionally equivalent” to the CEQA process; therefore, potential environmental effects will be addressed more fully in the environmental constraints analysis and alternatives evaluation and a more detailed evaluation of the potential environmental effects will be completed with the Plan Updates.

- 5-A. Preferred Plan Potential Environmental Effects (D&B, SWCA).** A discussion of potential environmental effects of the Preferred Plan will be prepared using the Existing Conditions Report and the environmental constraints and potential environmental effects in the Alternatives Evaluation as a foundation. The Preferred Plan Potential Environmental Effects Memorandum will be prepared and reviewed concurrently with the Preferred Plan in Task 4.
- 5-B. Princeton Planning Updates Environmental Review (D&B, SWCA).** D&B will prepare an analysis of the potential environmental effects for the Princeton Planning Updates. The analysis will examine the potential for the project to affect the environmental factors identified through the environmental constraints analysis and alternatives and preferred plan evaluation. The Potential Environmental Effects Analysis will be prepared and reviewed concurrently with the draft Princeton Planning Updates detailed in Task 6.

Meetings	Products
<ul style="list-style-type: none"> • N/A 	<ul style="list-style-type: none"> • Preferred Plan Potential Environmental Effects Memorandum • Princeton Planning Updates Potential Environmental Effects Analysis

Task 6. Draft Princeton Planning Updates

Timeframe: January 2015 (21 months)

Objective: The objective of this task is to prepare the draft Princeton Planning Updates, including Land Use Plan, Zoning Regulations, and Local Coastal Program Map amendments, based on the Preferred Plan, Policy and Framework Concepts, Existing Conditions, Opportunities, and Challenges Report, and public participation.

6-A. Draft Land Use Plan Amendments (D&B, Team). The draft Land Use Plan Amendments will include proposed changes to the land use designations and each component of the General Plan and Local Coastal Program Policies documents. Land Use Plan Amendments will be prepared with extensive illustrations and photos. Content of the amendments will include:

- *Planning Context, Vision, Goals, and Objectives (D&B).*
- *Land Use (D&B, EPS).* The location and intensity of uses will be identified, along with policies that would result in developments that are appropriate to the character and setting of the Princeton Study Area. The Land Use Plan will include drawings showing proposed land uses, land use classifications, any land use mix requirements and/or regulatory incentives, and density/intensity standards. Resulting population and housing by various density ranges, as well as non-residential development and employment will be quantified. Economically viable research, education, commercial, and/or industrial uses, with a focus on those that are fishing and marine-related for waterfront areas will be identified as well as other uses that benefit and rely upon waterfront locations.
- *Development Design Standards (D&B).* Development design standards that will support the desired community character will be identified. The design standards will include general design concepts, goals, and strategies and address height, setbacks, building form and orientation, transition between uses and development types, and coastal access.
- *Coastal Access, Parking, and Circulation Plan (NN).* Key improvements for circulation, coastal access, and connectivity.
- *Infrastructure (BKF).* Infrastructure improvements necessary to support the land uses and improvements identified in the plan will be identified as well as a recommended system for reserving adequate service capacities for existing and future Coastal Act Priority Land Uses.
- *Shoreline Management and Implementation Plan (NC).* Methods for addressing structures at risk, enhancing coastal access, and minimizing impacts of shoreline armoring. The implementation plan will include a detailed project description of the preferred approach to shoreline management and the recommended steps for implementation including an initial remediation and construction project coupled with a maintenance program.
- *Environmental Resources and Review (SWCA).* Policies identified during the concurrent environmental review process that may be needed to mitigate adverse environmental impacts.
- *Alternatives Analysis (D&B).* The alternatives, method for evaluation, and alternatives evaluation results from Task 4 will be described. Comparative impacts in terms of the balance of land use, design, density, population growth, mobility,

environmental constraints, and other factors of concern will be presented in narrative and tabular form.

- *Infrastructure Financing Plan / Strategy (optional) (EPS)*. As an optional task, EPS will prepare a comprehensive financing analysis and strategy for the Plan. The goal of this effort will be to ensure that the desired project-wide infrastructure, facilities, and other improvements can be adequately developed given available financial resources and mechanisms. Specifically, the analysis will identify the most viable sources and uses of funds to cover the costs of proposed facilities and improvements, the steps necessary to secure or establish these funding mechanisms, the likely amount and probability of success for each, and infrastructure and improvement phasing considerations.
- 6-B. Draft Zoning Regulation Amendments (D&B).** The draft Zoning Regulations Amendments will include proposed changes to the Waterfront (W), Coastside Commercial Recreation (CCR), Light Industrial (M-1), and Airport Overlay (A-O) Zoning District regulations. The proposed changes will serve to implement the vision and policies of the Land Use Plan amendments, consistent with state and federal law and airport compatibility. Potential zoning amendments include:
- Expanding the type of uses allowed in the Waterfront district to support a working waterfront consistent with plan policies for the area;
 - Refining use allowances, height limits, site coverage limitations, and other standards in the Airport Overlay district to conform to the Airport Land Use Compatibility Plan; and
 - Establishing a Light Industrial district unique to the Coastal Zone or Princeton Plan Area.
- 6-C. Draft Local Coastal Program Map Amendments (D&B).** Amendments to relevant Land Use Plan and Zoning Maps based on the land use designations of the Preferred Plan developed in Task 4.
- 6-D. Technical Advisory Committee Meeting (D&B).** The draft Land Use Plan, Zoning, Local Coastal Program Amendments, and Potential Environmental Effects Analysis will be reviewed with the Technical Advisory Committee.
- 6-E. Midcoast Community Council Meeting (D&B).** The draft Land Use Plan, Zoning, Local Coastal Program Amendments, and Potential Environmental Effects Analysis will be reviewed with the Midcoast Community Council.
- 6-F. Steering Committee Meetings (D&B).** The draft Land Use Plan, Zoning, Local Coastal Program Amendments, and Potential Environmental Effects Analysis will be reviewed with the Steering Committee in two meetings.
- 6-G. Coastal Commission Briefing (D&B).** Brief the Coastal Commission on the status of the project and present the draft Land Use Plan, Zoning, Local Coastal Program Amendments, and Potential Environmental Effects Analysis. The briefing will be scheduled for a Coastal Commission meeting held in the Bay Area. Alternatively, the briefing may be conducted with Coastal staff.
- 6-H. Airport Land Use Committee and Commission Meeting (D&B).** D&B will make an informational presentation to the ALUC on the draft Land Use Plan, Zoning, and Local

Coastal Program Amendments focusing on airport related aspects of the proposed amendments.

Meetings	Products
<ul style="list-style-type: none"> • Technical Advisory Committee Meeting (1) • Midcoast Community Council Meeting (1) • Steering Committee Meetings (2) • Coastal Commission Briefing (1) • Airport Land Use Committee and Commission Meeting (1) 	<ul style="list-style-type: none"> • Draft Land Use Plan Amendments • Draft Zoning Regulations Amendments • Draft Local Coastal Program Map Amendments

Task 7. Hearings, Adoption, and Certification

Timeframe: June 2015 (26 months)

Objective: The objective of this task is to conduct public review and successfully take the Draft Land Use Plan, Zoning, and Local Coastal Program Amendments and related environmental documentation through the public hearing process.

- 7-A. Airport Land Use Consistency Determination Meetings (D&B).** D&B will participate in two meetings with the Airport Land Use Committee and Commission as part of the Airport Land Use Plan consistency determination. The first meeting will be for a recommendation from ALUC and the second will be for a determination from C/CAG.
- 7-B. Planning Commission Hearings (D&B).** The draft Land Use Plan, Zoning, Local Coastal Program Amendments, and Potential Environmental Effects Analysis will be presented at two hearings before the Planning Commission. The first hearing will be held at the time of the release of the public review draft and the second hearing will include a summary of the public comments received and recommended plan revisions to address the comments along with the recommended action by the Planning Commission.
- 7-C. Board of Supervisors Hearings (D&B).** The draft Land Use Plan, Zoning, Local Coastal Program Amendments, and Potential Environmental Effects Analysis and the Planning Commission recommendations will be presented at two hearings before the Board of Supervisors.
- 7-D. Prepare Board of Supervisor's Approved Princeton Planning Updates (D&B).** Following approval by the Board of Supervisors, we will prepare a Board of Supervisors approved version of the Princeton Planning Updates in a high-quality, easy-to-read format for submittal to the Coastal Commission for certification. It also will be put in a form suitable for posting on the County's website. The County will be provided with ten full-color hard copies of the final documents and a PDF version on CD.
- 7-E. Coastal Commission Hearings (D&B).** D&B will present the Board of Supervisors approved Land Use Plan, Zoning, and Local Coastal Program Amendments at two hearings before the California Coastal Commission.

Meetings	Products
<ul style="list-style-type: none"> • Airport Land Use Committee and Commission Meeting (2) • Planning Commission Hearing (2) • Board of Supervisors Hearing (2) 	<ul style="list-style-type: none"> • Final Land Use Plan, Zoning, and Local Coastal Program Amendments

• Coastal Commission Hearings (2)	
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Assistance from County

County staff will be responsible for providing available plans, studies, reports, and sources of available information. The County will provide base GIS data, including but not limited to: parcels/Assessor's data; existing Plan and zoning designations; roads and other transportation infrastructure; utility infrastructure (Existing utility maps in CAD format, records of water service transfers, previously prepared hydrology, hydraulics, drainage, etc., reports, existing utility maintenance plans and reports, wastewater (sanitary sewer) treatment records, water system pressure information from hydrant flow tests and/or record information); public facilities; and existing land use, if available.

Staff will review all products and provide one set of consolidated comments on all drafts. Staff will also be responsible for coordinating with Technical Advisory Committee, Midcoast Community Council, and Steering Committee members, and preparing all notices, and staff reports; D&B will prepare meeting summaries of all Steering Committee meetings and public workshops. The County will provide community workshop meetings rooms, and any food and refreshments during workshops. Staff will also facilitate some small groups during workshops.

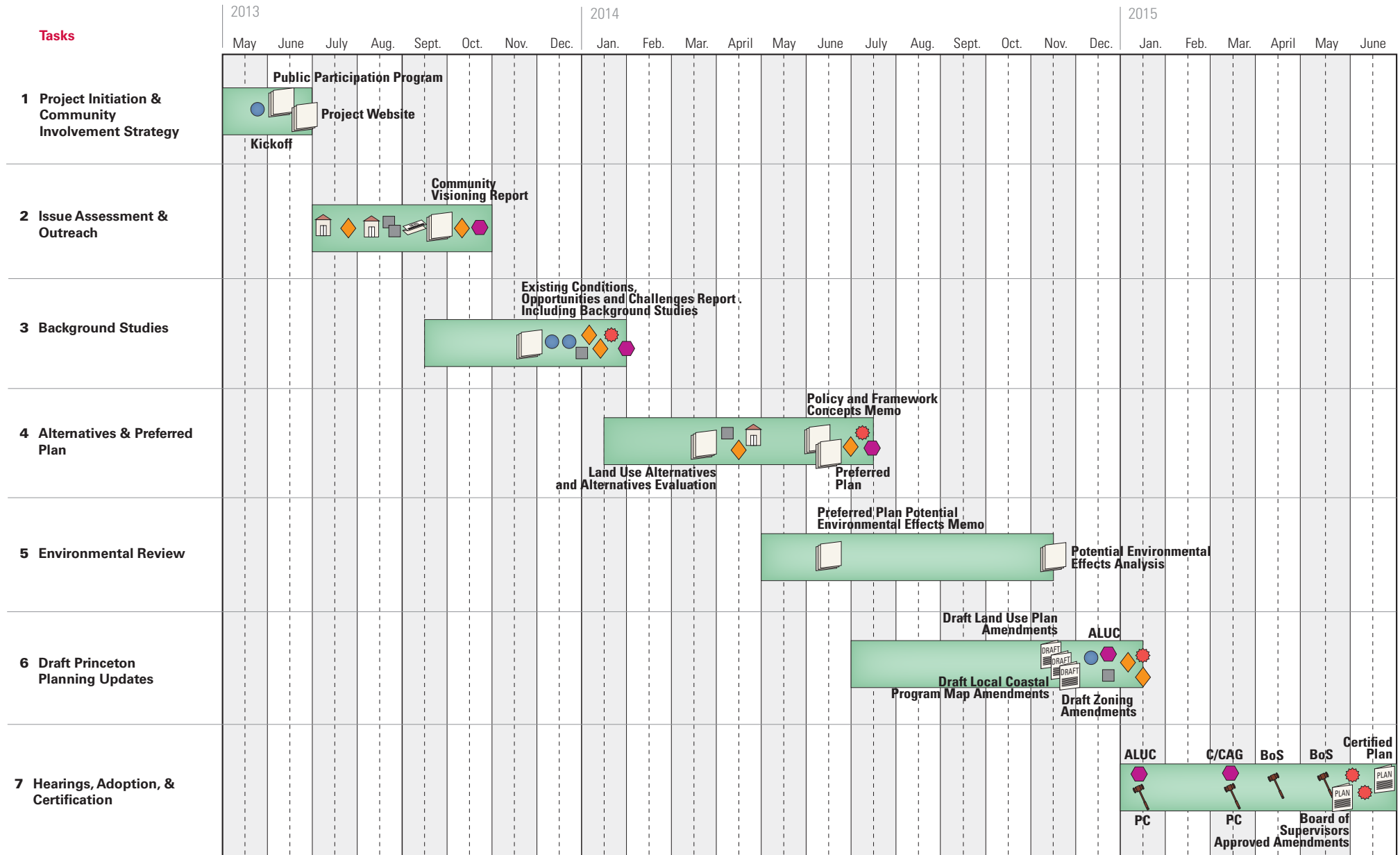
D&B will provide the County with ten hard copies of all circulation-ready documents (printed in color) and a pdf version on CD. The County will be responsible for printing and any mailing of additional copies of reports, and printing and mailing newsletters; D&B can provide these services as additional cost.

Schedule

San Mateo County Princeton Planning Update

April 8, 2013

Exhibit A(2)



DYETT & BHATIA
Urban and Regional Planners

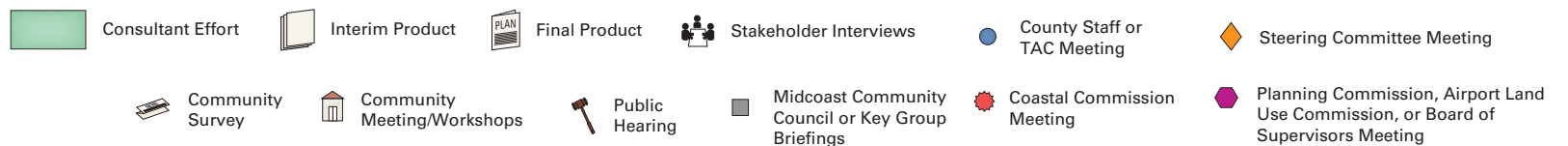


Exhibit B(1)

San Mateo County Princeton Planning Update

BUDGET BY TASK

April 5, 2013

	Hourly Rate	Task 1 Project Initiation & Community Involvement Strategy	Task 2 Issue Assessment & Outreach	Task 3 Background Studies	Task 4 Alternatives & Preferred Plan	Task 5 Environmental Review	Task 6 Draft Princeton Planning Updates	Task 7 Hearings, Adoption, & Certification	TOTAL
Dyett & Bhatia									
Martha Miller, Principal	\$150	\$6,600	\$7,200	\$13,200	\$7,200	\$9,000	\$26,400	\$8,400	\$78,000
Rajeev Bhatia, Principal	200	4800	4800	7200	12000	2400	14000	1600	46800
Michael V. Dyett, Principal	200	0	2000	2000	0	0	2000	0	6000
Senior Associate	130	1300	2990	7540	7540	4680	20280	2080	46410
Associate	110	6600	6600	13200	11000	8800	27060	6600	79860
Planner/Urban Designer	100	2000	2000	6000	3000	0	10000	2000	25000
Graphic Manager/GIS	100	4500	1000	3600	3000	1000	4000	2000	19100
Senior Graphic Designer	90	0	0	1080	0	0	2700	0	3780
Project Associate	65	1560	520	1300	1300	650	1560	1300	8190
Direct Cost		75	300	650	1250	100	750	250	3375
Sub-Total		\$27,435	\$27,410	\$55,770	\$46,290	\$26,630	\$108,750	\$24,230	\$316,515
EPS									
Principal, Jason Moody	\$250	\$1,250	\$0	\$7,500	\$3,750	\$0	\$0	\$0	\$12,500
Project Manager, Ben Sigman	200	400	0	14,800	1,200	0	0	0	16,400
Research Analyst	110	0	0	5,280	0	0	0	0	5,280
Production Staff	75	150	0	0	0	0	0	0	150
Direct Cost									320
Sub-Total		\$1,800	\$0	\$27,580	\$4,950	\$0	\$0	\$0	\$34,650
SWCA									
Office Director, Bill Henry	\$166	\$0	\$0	\$332	\$0	\$166	\$0	\$0	\$498
Project Manager, Shawna Scott	127	1,016	0	4,318	1,016	4,572	1,016	0	11,938
Senior Biologist, Benjamin Hart	127	0	0	7,112	254	0	254	0	7,620
Senior Biologist, Travis Belt	105	0	0	4,410	420	5,880	420	0	11,130
Cultural Resources Specialist, Leroy La	83	0	0	3,652	166	3,320	166	0	7,304
GIS/CADD Specialist, Adriana Neal	105	0	0	4,200	0	1,680	210	0	6,090
Tech Editing, Jaimie Jones	83	0	0	332	0	830	166	0	1,328
Planner, James Feldmann	105	0	0	2,940	840	0	840	0	4,620
Visual Analyst, Bob Carr	65	0	0	7,540	0	0	2,080	0	9,620
Planner, Emily Creel	93	0	0	6,138	0	5,952	0	0	12,090
Administrative Support, Stephenie Sper	61	0	0	183	0	0	0	0	183
Direct Cost				2,705		375			3,080
Sub-Total		\$1,016	\$0	\$43,862	\$2,696	\$22,775	\$5,152	\$0	\$75,501
Nelson Nygaard									
Principal V	\$197	\$1,576	\$0	\$10,441	\$6,698	\$1,773	\$3,152	\$1,970	\$25,610
Principal III	169	0	0	3,380	676	0	0	0	4,056
GIS Manager	128	0	0	512	0	0	512	0	1,024
Associate Project Planner	125	1,000	0	6,000	6,500	250	2,500	0	16,250
Associate II	104	0	0	1,560	0	0	0	0	1,560
Direct Cost		15		1,255	135			95	1,500
Sub-Total		\$2,591	\$0	\$23,148	\$14,009	\$2,023	\$6,164	\$2,065	\$50,000
Noble Consultants									
Senior Principal Engineer	\$280	\$1,120	\$0	\$1,120	\$0	\$0	\$560	\$0	\$2,800
Principal Engineer	234	1,872	0	7,020	2,340	0	5,616	0	16,848
Associate Engineer II	206	0	0	4,120	2,472	0	3,296	0	9,888
Project Engineer I	136	0	0	9,792	2,176	0	0	0	11,968
Direct Cost									518
Sub-Total		\$2,992	\$0	\$22,052	\$6,988	\$0	\$9,472	\$0	\$42,022
BKF Engineers									
Associate	178	\$0	\$0	\$5,340	\$2,136	\$712	\$1,424	\$1,068	\$10,680
Engineer II	126	0	0	9,576	4,032	1,008	2,520	756	17,892
Direct Cost									1,143
Sub-Total		\$0	\$0	\$14,916	\$6,168	\$1,720	\$3,944	\$1,824	\$29,715
Flint Strategies									
Kendall Flint	150	\$6,000	\$10,800	\$0	\$4,200	\$0	\$0	\$0	\$21,000
Graphic Services	80	4,000	2,560	0	1,120	0	0	0	7,680
Admin	25	300	275	0	125	0	0	0	700
Direct Cost		500	250		500				1,250
Sub-Total		\$10,800	\$13,885	\$0	\$5,945	\$0	\$0	\$0	\$30,630
TOTAL FEE		\$46,634	\$41,295	\$187,328	\$87,046	\$53,148	\$133,482	\$28,119	\$579,033

Optional items:

Infrastructure Financing Plan/Strategy (depending on level of detail and available information)

\$10-20,000

Task 5 Augmentation for Environmental Impact Report (If deemed necessary)

\$110,000

MindMixer site

9,000

Exhibit B(2)

San Mateo County Princeton Planning Update

HOURS BY TASK

April 5, 2013

	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	TOTAL
	Project Initiation & Community Involvement Strategy	Issue Assessment & Outreach	Background Studies	Alternatives & Preferred Plan	Environmental Review	Draft Princeton Planning Updates	Hearings, Adoption, & Certification	
Dyett & Bhatia								
Martha Miller, Principal	44	48	88	48	60	176	56	520
Rajeev Bhatia, Principal	24	24	36	60	12	70	8	234
Michael V. Dyett, Principal		10	10			10		30
Senior Associate	10	23	58	58	36	156	16	357
Associate	60	60	120	100	80	246	60	726
Planner/Urban Designer	20	20	60	30		100	20	250
Graphic Manager/GIS	45	10	36	30	10	40	20	191
Senior Graphic Designer			12			30		42
Project Associate	24	8	20	20	10	24	20	126
Sub-Total	227	203	440	346	208	852	200	2476
EPS								
Principal, Jason Moody	5		30	15				50
Project Manager, Ben Sigman	2		74	6				82
Research Analyst			48					48
Production Staff	2							2
Sub-Total	9	0	152	21	0	0	0	182
SWCA								
Office Director, Bill Henry			2		1			3
Project Manager, Shawna Scott	8		34	8	36	8		94
Senior Biologist, Benjamin Hart			56	2		2		60
Senior Biologist, Travis Belt			42	4	56	4		106
Cultural Resources Specialist, Leroy Laurie			44	2	40	2		88
GIS/CADD Specialist, Adriana Neal			40		16	2		58
Tech Editing, Jaimie Jones			4		10	2		16
Planner, James Feldmann			28	8		8		44
Visual Analyst, Bob Carr			116			32		148
Planner, Emily Creel			66		64			130
Administrative Support, Stephenie Spencer			3					3
Sub-Total	8	0	435	24	223	60	0	750
Nelson Nygaard								
Principal V	8		53	34	9	16	10	130
Principal III			20	4				24
GIS Manager			4			4		8
Associate Project Planner	8		48	52	2	20		130
Associate II			15					15
Sub-Total	16	0	140	90	11	40	10	307
Noble Consultants								
Senior Principal Engineer	4		4			2		10
Principal Engineer	8		30	10		24		72
Associate Engineer II			20	12		16		48
Project Engineer I			72	16				88
Sub-Total	12	0	126	38	0	42	0	218
BKF Engineers								
Associate			30	12	4	8	6	60
Engineer II			76	32	8	20	6	142
Sub-Total	0	0	106	44	12	28	12	202
Flint Strategies								
Kendall Flint	40	72		28				140
Graphic Services	50	32		14				96
Admin	12	11		5				28
Sub-Total	102	115	0	47	0	0	0	264
TOTAL HOURS	374	318	1399	610	454	1022	222	4399

**County of San Mateo
Contractor's Declaration Form**

I. CONTRACTOR INFORMATION

Contractor Name:	Dyett + Bhatta	Phone:	415-956-4300
Contact Person:	Martin Miller	Fax:	415-956-7315
Address:	755 Sansome St, Ste 400 San Francisco, CA 94111	Number of employees:	20

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- ☒ Contractor complies with the County's Equal Benefits Ordinance by:
- ☒ offering equal benefits to employees with spouses and employees with domestic partners.
 - ☐ offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- ☐ Contractor does not comply with the County's Equal Benefits Ordinance.
- ☐ Contractor is exempt from this requirement because:
- ☐ Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - ☐ Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

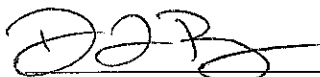
- ☐ Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- ☒ No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

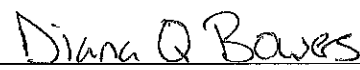
IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- ☐ Contractor complies with the County's Employee Jury Service Ordinance.
- ☐ Contractor does not comply with the County's Employee Jury Service Ordinance.
- ☒ Contractor is exempt from this requirement because:
- ☐ the contract is for \$100,000 or less.
 - ☐ Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date); and intends to comply when the collective bargaining agreement expires.
 - ☐ Contractor has no employees.
 - ☒ Contractor has no employees who live in San Mateo County.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.


 Signature
 4-3-13
 Date


 Name
 Business Manager
 Title

Contract Insurance Certification Checklist

Contractor Name: Dyetta Bhatta Contract Number: _____Form Completion Date: 4/6/2013 Form Completed By: Summer Burlison, Planning

1. Does the contractor carry **\$1,000,000** or more in comprehensive general liability insurance? (For Health System only, does the professional (MD, psychologist, nurse) work in a hospital setting where the facility will cover the general liability?)



Yes



No*

2. Does the contractor travel by car to provide contract services?



Yes



No

- (a) If yes, does the contractor carry **\$1,000,000** or more in motor vehicle liability insurance?



Yes



No*

3. Does the contractor have 2 or more employees?



Yes



No

- (a) If yes, does the contractor carry statutory limits (see handbook) for Workers' Compensation insurance?



Yes



No*

4. Is this a contract for professional services (state certification, architect, accountant, physician, etc.)?



Yes



No

- (a) If yes, does the contractor carry professional liability insurance?



Yes



No*

5. Did you make any changes to the Hold Harmless clause in the contract template?



Yes



No

- (a) If yes, did Risk Management and County Counsel approve changes to contract template?



Yes



No*

6. Is San Mateo County named as the certificate holder / additional insured?



Yes



No*

* If "No" is checked in any of the highlighted boxes (#1, #2a, #3a, #4a, #5a, or #6) – call Risk Management for further instructions...otherwise, this form is complete. Attach to insurance certificate and keep with contract.

COMMENTS: _____

Section below is for Risk Management – send form to Risk Management only if instructed to do so

Risk Management has reviewed and approved modification or waiver of insurance requirements for this contract.

Signature

J. Lisa Johnson

Date

4/18/13

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YY)
3/25/2013

PRODUCER Dealey, Renton & Associates P. O. Box 12675 Attn: KXC Oakland, CA 94604-2675 510 465-3090	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Dyett & Bhatia 755 Sansome Street, Suite 400 San Francisco, CA 94111	INSURERS AFFORDING COVERAGE INSURER A: Hartford Casualty Insurance Co. INSURER B: Hartford Fire Ins. Co. INSURER C: Hudson Insurance Company INSURER D: INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	57SBAUZ6211	05/16/12	05/16/13	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$10,000
	<input checked="" type="checkbox"/> Contractual				PERSONAL & ADV INJURY \$1,000,000
	<input type="checkbox"/> Liability Included				GENERAL AGGREGATE \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY	57UECIG7596	05/16/12	05/16/13	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS LIABILITY	57SBAUZ6211	05/16/12	05/16/13	EACH OCCURRENCE \$2,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$2,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$10000				\$
					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	57WECZO9756	07/01/12	07/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
					E.L. EACH ACCIDENT \$1,000,000
					E.L. DISEASE - EA EMPLOYEE \$1,000,000
					E.L. DISEASE - POLICY LIMIT \$1,000,000
C	OTHER Professional Liability	AEE7260001	04/08/12	04/08/13	\$2,000,000 per claim \$2,000,000 annl aggr.


DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

General Liability policy excludes claims arising out of the performance of professional services.

All operations of the named insured.

GENERAL LIABILITY ADDITIONAL INSUREDS: County of San Mateo, its officers, agents, employees and servants

(See Attached Descriptions)

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____	CANCELLATION
County of San Mateo Attn: Risk Management		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 

DESCRIPTIONS (Continued from Page 1)

Insurance is primary and non-contributory, per policy wording

AUTOMOBILE LIABILITY ADDITIONAL INSURED: County of San Mateo, its officers, agents, employees and servants

EXCERPTS FROM CA 00001 (1001)

HARTFORD BUSINESS AUTO COVERAGE

Insured: Dyett & Bhatia

Policy Number: 57UECIG7596

Policy Effective Dates: 05/16/12

Additional Insured:

Additional Insured: SECTION II – LIABILITY COVERAGE

1. WHO IS AN INSURED: The following are “insureds”
- c. Anyone liable for the conduct of an “insured”...but only to the extent of that liability.

Primary Insurance: SECTION IV – BUSINESS AUTO CONDITIONS

B. General Conditions - 5. Other Insurance

- a. For any covered “auto” you own, this Coverage Form provides primary insurance. For any covered “auto” you don’t own, the insurance provide by this Coverage Form is excess over any other collectible insurance.
- c. Regardless of the provisions of paragraph a. above, this Coverage Form’s Liability Coverage is primary for any liability assumed under an “insured contract”.

Cross Liability Clause: SECTION V – DEFINITIONS

G. “Insured” means any person or organization qualifying as an insured in the Who is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or “suit” is brought.

EXCERPTS FROM HA9916 (0302)

HARTFORD COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

15. WAIVER OF SUBROGATION – We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

Insured: Dyett & Bhatia
Insurer: Hartford Casualty Insurance Co.
Policy Number: 57SBAUZ6211
Policy Effective Date: 05/16/12
Additional Insured:

EXCERPTS FROM: Hartford Form SS 00 08 04 05

BUSINESS LIABILITY COVERAGE FORM

C. WHO IS AN INSURED

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit. A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury, "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products- completed operations hazard, but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to: "Bodily injury, "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including: inspection, or engineering

E.5. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

E.7.b.(7).(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

E.8.b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

Attachment IP – Intellectual Property Rights

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 Schedule I 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.