

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND BELLECCI & ASSOCIATES

This Agreement is entered into this 1st day of November, 2016, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Bellecci & Associates, hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing design, planning, and permitting services for the Complete the Gap Trail Planning Project.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services
Exhibit B—Payments and Rates
Attachment A – Project Budget
Attachment IP – Intellectual Property

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **Two Hundred Thirty Seven Thousand Nine Hundred Eighty Four Dollars (\$237,984)**. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be **from November 1, 2016, through April 30, 2018.**

5. Termination

(C) any sanctions, penalties, or claims of damages[✓] resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

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

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

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

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

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of

- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior

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

For Contractor: **Bellecci & Associates**


Contractor Signature

10.17.16
Date

Daniel Lewy
Contractor Name (please print)
Bellecci & Assoc

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

PHASE 1: PRELIMINARY ENGINEERING & ENVIRONMENTAL REVIEW

Task 1.1: Project Initiation *(Bellecci Team)*

Bellecci will attend a meeting with County staff (Parks and Public Works) to discuss project goals and schedule. The meeting will focus on developing a clear understanding of the requirements of the project, the role of all participants, project and schedule expectations, and desired outcomes. This meeting will allow the team to gather pertinent documents and data, and to identify any additional information or data needs.

Task 1.2: Project Kick-off /Site Meeting *(Bellecci Team)*

Bellecci will attend a meeting with County staff (Parks and Public Works) at the project location at Skyline Boulevard to introduce the team, discuss project goals, roles, and commence a site walk to examine the project and take photographs.

Task 1.3: Caltrans PDT Kick-off Meeting *(Bellecci + Rincon)*

Bellecci will attend a meeting with County staff (Parks and Public Works) and Caltrans at the District 4 office in Oakland to discuss project goals and possible concerns. The meeting will focus on developing a clear understanding of the requirements of the project, the role of Caltrans, team expectations, and desired outcomes. This meeting will allow the team to hear directly from Caltrans staff about procedures and tasks needed to help facilitate a coordinated and smooth project.

Task 1.4: Site Survey *(Bellecci)*

Bellecci will prepare a site survey for use in initial planning and preparation of construction documents. Bellecci shall coordinate with the Parks Department and Public Works for site access prior to preparing the site survey and will coordinate with the Crystal Springs Dam Bridge replacement project as needed.

- *Deliverable: One reproducible hard copy (24" x 36"), one electronic file (.pdf) and one set of 2013 AutoCAD Softdesk/Civil 3D drawings of the survey (one draft and one final AutoCAD.dwg).*

Task 1.5: Document Review *(Bellecci | Rincon)*

The Bellecci Team will review all materials provided by the County, as well as other pertinent documents identified at the Kick-off Meeting. We will assess the level of detail in these documents as they relate to the Complete the Gap Trail segment and identify data gaps and additional research/input required, including:

- San Mateo County Regional Trail Design and Maintenance Standards.
- Caltrans Highway Design Manual Chapter 1000.
- Americans with Disabilities Act Guidelines and Standards.
- Previous Phase Plans and/or Adjacent Projects in the vicinity of this project

Task 1.6 – Biological Review *(Rincon)*

The scope of work for a Biological Resources Assessment (BRA) has been developed by Rincon, and represents the industry's standard requirements for a typical biological resources investigation. The scope of work for a BRA consists of data procurement, literature and database reviews, field surveys, and report preparation that would include a summary of our findings upon completion of the survey efforts. The biological resources assessment BRA will be prepared with the intent of serving as the basis

project alignment, and preparation of a technical report. Rincon assumes that the NWIC records search will not exceed \$600 in direct expenses and that no cultural resources will be identified within the proposed trail alignment that requires recordation or updating.

Task 1.8- Geotechnical Engineering: (*Fisher Geotechnical*)

Fisher will review available geotechnical and geologic information pertinent to the site, including previous geotechnical and geologic investigations for the site and vicinity. Fisher Geotechnical will perform a site reconnaissance to observe existing conditions within and adjacent to the study area. Fisher will explore subsurface conditions by drilling ten to twelve exploratory test borings to depths ranging from about 5 to 30 feet below the ground surface. The borings will be located within the approximately 800-foot long shoulder area. The test borings will be conventional, small-diameter borings, drilled with a truck mounted drill rig using solid-stem and/or hollow-stem auger equipment.

Penetration tests using split barrel samplers will be made at regular intervals to obtain samples of earth materials during the drilling of the test borings. The earth materials encountered in the test borings will be continuously logged by a geotechnical engineer or engineering geologist. The test borings will be backfilled with Portland cement grout under permit and inspection by San Mateo County Environmental Health Department. Boring locations will be approximately located on a site plan by measuring from site features.

Fisher will request underground utility location from Underground Service Alert. Fisher Geotechnical will also attempt to locate the test borings so as not to conflict with known underground utilities or other lines. Fisher Geotech assumes assistance with the location of on-site underground lines will be coordinated with Bellecci and the County.

Fisher will perform geotechnical laboratory testing to evaluate pertinent engineering and index properties of the earth materials. The testing will include strength testing by means of unconfined compression and/or direct shear tests. The testing will also include R-value tests for pavement design and soil corrosion potential tests and an engineering analyses of the acquired data to identify and evaluate the most-appropriate retaining and or stabilization measures to support the proposed bike trail. Fisher will develop geotechnical engineering recommendations for foundation design, pavement design, site grading, fill construction, and site drainage. Fisher will provide consultation and meeting attendance as needed to assist design team in evaluating alternatives and developing the design.

- *Deliverables:* Fisher will provide a written geotechnical report summarizing their findings, conclusions, and geotechnical design recommendations for the proposed bike trail. Fisher Geotech also will provide retaining wall design calculations and design sketches for soldier pile or geogrid-reinforced segmental block retaining walls (does not include concrete barrier or other walls) for incorporation into plan sheets prepared by Bellecci or others.

will create 3-D print visualization(s) to assist the public in understanding the trail slope and geographic barriers and site conditions.

- *Deliverables: PPT Presentation, Community Meeting Materials, 3D- graphics (hard and soft copy)*

Task 2.3: 3-D Video

CONSULTANT will create 3-D video motion visualization(s) to assist the public in understanding the trail slope and geographic barriers. The video is estimated to be 20 to 30 seconds in length at a web quality resolution.

- *Deliverables: 3D-video visualization clip (web quality)*

Task 2.4: Meeting with County Parks (Bellecci | Rincon)

Bellecci will attend a Meeting with the County, with our subconsultant Rincon, and assist the County in presenting the project as needed and respond to questions.

- *Deliverables: Agenda, Community Meeting Materials, Updated Project Plan Sheets*

PHASE 3: DESIGN DEVELOPMENT (60% PS&E)

Task 3.1: Prepare 60% Design Plans, Specifications and Preliminary Cost Estimate

(Bellecci | Fisher | Duquette)

Bellecci will prepare 60% Design Plans, Specifications, and Preliminary Engineer's Cost Estimates developed using Department of Public Works boilerplate plan sheet and specification standards. The Plans will incorporate Department direction and community input solicited from the 30% Concept Plan. The 60% Designs will be presented to the Department in a meeting to review the incorporation of comments received previously. Duquette Engineering will prepare details for the Concrete barrier which will match the concrete barrier as part of the adjacent project, using parameters from the Fisher Geotechnical Report. The civil engineering plans by Bellecci will include: Cover Sheet, Layout & Survey Control, Demolition, Grading & Drainage, Improvement Plan, Typical Sections, Civil Details, Erosion Control, Construction Staging Plans.

- *Deliverables: Five sets of Design plans, specifications and cost estimates and Project Description and Figures for Permits. Two sets of plans in 24" x 36" format, three sets in 11" x 17" format and electronic submittal.*

based upon research of biological resources records, including the California Natural Diversity Database, a field reconnaissance of the project site, and coordination with regulatory agencies as described in tasks 1 and 2 above and 3 below. Other key topics will include aesthetics, air quality and greenhouse gas emissions (associated with grading activities), hydrology and water quality, and cultural resources. Rincon assumes that geotechnical reports needed to inform the environmental impact analysis for the Initial Study would be provided by Bellecci. Rincon will coordinate closely with Bellecci to prepare the hydrology and water quality section of the Initial Study.

Where possible and warranted, impacts will be quantified. If available data does not allow definitive quantification, reasonable assumptions will be used to forecast potential impacts qualitatively. Whenever appropriate, County-approved or other standard mitigation measures will be incorporated, as applicable. Determinations will be made as to whether or not these are adequate to reduce impacts to below a level of significance. Mitigation measures, if required, will be presented in wording that can be directly incorporated into the mitigation monitoring and reporting program.

All drafts will be provided in electronic form with one reproducible copy when needed. Depending on the results of the Initial Study, the Bellecci team and County will jointly determine which level of environmental clearance is necessary, selecting from one of the following:

PREPARE DRAFT NEGATIVE DECLARATION OR MITIGATED NEGATIVE DECLARATION. (RINCON)

If the Initial Study indicates that no potentially significant impacts would result or that all impacts could be mitigated to levels below significance (which we expect is the most likely outcome), a Negative Declaration or Mitigated Negative Declaration will be prepared. This task will involve the basic subtasks as outlined below. All drafts will be provided in electronic form with one reproducible copy when needed.

Administrative Draft IS-(M)ND. The Initial Study described above will be formatted as a public draft IS-(M)ND and submitted for Bellecci and County review.

Publication of Draft IS-(M)ND. After Bellecci and County review of the Administrative Draft IS-(M)ND, Rincon will revise the document, as needed, to reflect and incorporate comments. This task also involves the production, editorial work and communication processes anticipated to publish the Draft IS-(M)ND for public review and comment.

As part of this task, Rincon will prepare a Notice of Intent to Adopt a (Mitigated) Negative Declaration (NOI). We will file the notice with the County Clerk and State Clearinghouse per their respective requirements. The County will be responsible for distribution to the public, responsible and trustee agencies, and other noticing required by CEQA, although Rincon can assist with these tasks on request. Because the Draft IS-(M)ND will be submitted to the State Clearinghouse, it will be circulated for a period of 30 days.

Responses to Comments/Final IS-MND (Rincon) Though not specifically required as part of the (M)ND process, Rincon recommends preparation of written responses to all comments on the IS-

jurisdictions. The results of the delineation will be presented in a stand-alone report suitable for submission as an attachment to the permit applications/notifications.

USACE Section 404 Department of the Army Permit (*Rincon*)

Once the permit requirements are confirmed, Rincon will prepare an application for a Department of the Army permit (if applicable; dependent on final design and associated impacts). Nationwide Permit (NWP) 14, *Linear Transportation Projects* is currently thought to be the most applicable permit for this project to achieve compliance with Section 404 of the Clean Water Act (CWA). This NWP to be authorized for this project, the USACE may be requested to waive the 300 linear foot limit, depending on the finalized preferred alternative, by making a written determination concluding that the discharge will result in minimal adverse effects. Accordingly, this task involves preparation and submittal of an application for NWP. Rincon will provide Bellecci with the completed application for review and, upon approval; it will be submitted by Rincon to the USACE.

RWQCB Section 401 Water Quality Certification (*Rincon*)

Due to the need for a NWP, issuance of Water Quality Certification (WQC) from the RWQCB is also required to achieve compliance with Section 401 of the CWA (if applicable; dependent on final design). This task involves preparation and submittal of an application for WQC. We will provide you the completed application for review and, upon your approval; Rincon will submit it to the RWQCB. In addition to the items identified above, the application will include all measures that will be employed to avoid and minimize water quality impacts from sedimentation during construction. We assume that Bellecci or its client (the County) will be responsible for the application fee to be submitted to the RWQCB with the complete application package.

CDFW Section 1602 Streambed Alteration Agreement (*Rincon*)

The proposed project will also require issuance of a Streambed Alteration Agreement (SAA) from CDFW pursuant to Section 1602 of the California Fish and Game Code. The CDFW requires notification through submittal of a notification package that includes the items identified above in the bulleted list and the CDFW SAA notification form. This task includes the preparation and submittal of the notification for SAA. The completed notification will be provided to you for review and, upon your approval, it will be submitted by Rincon to the CDFW. It is assumed that Bellecci or (the County) will be responsible for the notification fee to be submitted to the CDFW with the complete notification package.

USFWS Section 7 & CDFW Section 2081 Informal Consultations (*Rincon*)

Since federally designated Critical Habitat for the California red-legged frog (CRLF) occurs along the proposed trail alignment and CRLF and San Francisco garter snake (SFGS) are known to occur in the vicinity of the project, there is a need to at least informally consult with the USFWS and CDFW. We understand the nature of the proposed project and have concluded that there would not be “destruction” or “adverse modification” to Critical Habitat for CRLF but avoidance and minimization measures would likely be required during construction of the trail. Accordingly, Rincon will prepare a letter addressed to the USFWS and CDFW requesting concurrence on our determination regarding

Task 3.7 - AB52 Processing (Rincon)

If needed, Rincon will assist the County with Native American government-to-government consultation in accordance with AB 52. For AB 52 assistance, Rincon would provide the County with letter templates, a checklist, and detailed instructions to ensure the County can complete meaningful consultation with interested Native American groups.

- *Deliverables: Rincon will prepare an Archaeological and Historic Resources report that includes management recommendations for resources within or near the project site. The report will be prepared following the California Office of Historic Preservation's Archaeological Resource Management Reports (ARMR) Guidelines.*

A draft report will be submitted to Bellecci and the County for review and comment. Following review, the report will be finalized and up to two (2) final copies and an electronic copy in PDF format of the report will be delivered. A copy of the final report will also be provided to NWIC, in accordance with California Historical Resources Information System requirements.

Task 3.8: SFPUC Agenda Meeting (Bellecci)

Bellecci will meet with the County and SFPUC to review comments on the 60% set and clarify questions and address concerns that may arise.

- *Deliverable: Meeting Notes*

PHASE 4: PRELIMINARY CONSTRUCTION DOCUMENTS (90%)

Task 4.1: Prepare 90% Design Plans, Specification and Estimates (Bellecci | Fisher | Duquette)

Bellecci will prepare five sets of 90% Design Plans, Specifications, and Engineer's Cost Estimate to County Public Works standards using the Public Works boilerplate based on staff direction from the 60% phase. These documents will be reviewed by County Park and Public Works Engineering staff. After Department review, a meeting with Bellecci will be scheduled to review all comments received on the 90% Design Plans, Specifications and Cost Estimate.

- *Deliverables: Five sets of 90% Construction Drawings, Technical Specifications and Construction Cost Estimate. Two sets of plans in 24" x 36" format, three sets in 11" x 17" format and electronic submittal.*

Task 4.2: Meeting with County Parks (Bellecci)

Bellecci will meet with the County to review comments on the 90% set and clarify any questions that may arise.

- *Deliverable: Meeting Notes*

- *Deliverable: Meeting Notes*

OPTIONAL TASK/S:

PREPARE ENVIRONMENTAL IMPACT REPORT (*Rincon*)

If an EIR is deemed necessary, Rincon staff will manage each of the procedural tasks, including the circulation of the Notice of Preparation (NOP), distribution of the document for public review, and processing. Following are detailed tasks. All drafts will be provided in electronic form with one reproducible copy when needed.

Project Description. The Project Description will be submitted within two weeks of receipt of all relevant descriptive information regarding the project.

Initial Study and Notice of Preparation. Rincon will format the Initial Study for publication and circulate it with a Notice of Preparation (NOP) for the required 30-day period. The Initial Study will serve to rule most issues from discussion in the full EIR, which will likely be focused on several key issues such as one or more of the following: aesthetics, air quality, biological resources, cultural resources, hydrology/water quality, and transportation/traffic.

Scoping Meeting. Rincon will prepare the agenda and content for a Scoping Meeting, if one is desired, and will attend and lead the meeting. We will prepare a memorandum summarizing the scoping meeting proceedings and input, and whether or not the EIR scope of work warrants adjustment based on this input.

Administrative Draft EIR (*Rincon*) Rincon will prepare the Administrative Draft EIR which includes analysis on each environmental issue area, either through direct inclusion of a section or through substantiated analysis that resolves an issue of full analysis as documented in the Initial Study.

The following components will be included.

Executive Summary (*Rincon*) – This section will summarize the proposed project and associated environmental consequences. Impacts will be presented in tabular format to simplify review by decision-makers and the general public.

Introduction and Environmental Setting (*Rincon*) – These introductory sections will lay the groundwork for and summarize the substantive analysis to follow. The introduction describes the purpose and legal authority of the study, and provides a discussion of lead, responsible and trustee agencies. The environmental setting provides a general description of the existing geographic character of the site vicinity.

Project Description (*Rincon*) – This section will describe all aspects of the proposed project, including the lead agency/project proponent, project location, major project characteristics, project objectives, and required approvals. The project will be described both textually and graphically.

Exhibit B

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

County agrees to pay contractor within thirty (30) days upon receipt of invoice and satisfactory completion of work.

Phase 3 Design Development (60% Submittal)														
3.1	60% PS&E	4	20	30	30	0	0	0	\$12,060	\$0	\$0	\$4,000	\$0	\$16,060
3.2	PRC Meeting	4	8	0	0	0	0	0	\$2,500	\$2,500	\$0	\$0	\$700	\$5,700
3.3	Permit Apps. & CEQA*	4	16	0	12	0	0	0	\$5,170	\$25,130	\$0	\$0	\$0	\$30,300
3.4	Permits - Agency Coord.	8	16	0	0	0	0	0	\$4,460	\$19,380	\$0	\$0	\$0	\$23,840
3.5	Caltrans/ NES Support	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$2,000	\$2,000
3.6	Meeting with County Parks	4	4	0	0	0	0	0	\$1,500	\$0	\$0	\$0	\$0	\$1,500
3.7	AB 52 Processing	4	4	0	0	0	0	0	\$0	\$1,000	\$0	\$0	\$0	\$1,000
3.8	SFPUC Agenda Meeting	3	6	0	0	0	0	0	\$1,670	\$0	\$0	\$0	\$0	\$1,670
	*assumes IS-ND or IS-MND Scenario													

Phase 4 Preliminary CD (90% Submittal)														
4.1	90% PS&E	4	24	20	20	0	0	68	\$10,260	\$0	\$7,000	\$2,000	\$0	\$19,260
4.2	Meeting with County Parks	3	3	0	0	0	0	6	\$1,120	\$0	\$0	\$0	\$0	\$1,120
Phase 5 CD (100% Submittal)														
5.1	100% PS&E	4	16	24	16	0	0	60	\$8,820	\$0	\$2,000	\$2,000	\$0	\$12,820
5.2	Meeting with County Parks	3	3	0	0	0	0	6	\$1,120	\$0	\$0	\$0	\$0	\$1,120

Phase 6 Final CD														
6.1	Final PS&E	2	8	12	12	0	0	34	\$4,900	\$0	\$0	\$2,000	\$0	\$6,900
6.2	Meeting with County Parks	3	3	0	0	0	0	6	\$1,120	\$0	\$0	\$0	\$0	\$1,120
PRINTING & SUB MARK-UP														
	Printing & Delivery Allowance													\$4,000
	8% Sub-Mark-up													\$10,269
	rates	190	184	132	122	184	268							
	Totals=	76	203	124	128	8	16	134	\$95,350	\$69,265	\$29,700	\$19,700	\$9,700	\$237,984

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 **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.