



COUNTY OF PLACER
Community Development/Resource Agency

**PLANNING
SERVICES DIVISION**

Michael J. Johnson, AICP
Agency Director

Paul Thompson, Deputy Director

MEMORANDUM

TO: Honorable Board of Supervisors

FROM: Michael J. Johnson, AICP
Agency Director

DATE: December 10, 2013

**SUBJECT: DYETT & BHATIA, URBAN AND REGIONAL PLANNERS - CONTRACT
FOR TAHOE AREA PLAN PREPARATION**

ACTIONS REQUESTED

1. Approve a contract with Dyett & Bhatia, Urban and Regional Planners, for the preparation of four Area Plans as part of the County's Tahoe Basin Community Plan Update work program, in the amount of \$120,000 of budgeted net County cost, and
2. Authorize the Community Development Resource Agency Director to sign the contract and subsequent amendments up to ten percent of the total contract amount.

BACKGROUND

The Planning Services Division continues efforts to update its nine Community/General Plans within the Tahoe Basin. The Tahoe Basin Community Plan Update includes the preparation of five planning documents including:

- Tahoe Basin Community Plan policy document
- West Shore Area Plan
- Greater Tahoe City Area Plan
- North Tahoe West Area Plan
- North Tahoe East Area Plan

The Tahoe Basin Community Plan Policy Document preparation is currently underway and is being funded by the grant funds from the Tahoe Basin Partnership for Sustainable Communities for which Placer County is a part, and the Tahoe Regional Planning Agency (TRPA) manages. As the managing party of the grant agreement, TRPA contracted with Dyett & Bhatia to conduct focused visioning in the North Lake Tahoe communities of Placer County, to prepare Community Plan background materials for Placer County including an Existing Conditions Report and an Economic and Market Analysis, and to prepare Placer County's Tahoe Basin Community Plan policy document. To date, Dyett & Bhatia have met all project milestones including:

- conducting a Kings Beach Vision Charrette (workshop series) and prepared a Kings Beach Vision Plan;
- conducting a Tahoe City Town Center Visioning Options Workshop;
- preparing the Existing Conditions Report and Economic and Market Analysis; and

- conducting a series of topical policy workshops.

In addition, as noted above, staff has commenced preparation of an Administrative Draft Community Plan policy document is currently underway.

The next step in the Tahoe Basin Community Plan Update work program is to prepare four Area Plans which are intended to be reflective of the unique character of the North Lake Tahoe communities. The Area Plans will consist of zoning, development standards and design guidelines for each community and are intended to implement the Community Plan policy document and the recently updated TRPA Regional Plan.

To date, County staff has prepared an Area Plan template and is seeking outside technical assistance to utilize the template for draft and final preparation of the four Area Plans. Based upon the needed assistance, a contract of \$120,000 is required to fund the preparation of the four Area Plans, and staff is requesting to contract with Dyett & Bhatia to complete this technical task by Spring 2014.

Dyett & Bhatia is currently contracted with the TRPA to work with local jurisdictions to prepare planning documents that will implement the TRPA's recently updated Regional Plan. As noted above, Dyett & Bhatia is currently assisting the Planning Services Division with the preparation of the Tahoe Basin Community Plan policy document. Dyett & Bhatia have been working with the TRPA for nearly five years, having been involved in early Regional Plan and land use update efforts in the Basin. The firm is also currently preparing the Tahoe Valley Area Plan for the City of South Lake Tahoe as part of the City's effort to implement the TRPA Regional Plan.

Given Dyett & Bhatia's expertise and current planning efforts underway in the Basin, the firm has a keen understanding of the TRPA Regional Plan and Code and the complexities of maintaining conformance with the Regional Plan and Code. The firm also understands the Placer County landscape in the Basin and the complexities of the multi-jurisdictional framework and land use planning in the Tahoe Basin. Furthermore, Dyett & Bhatia have well established local and professional relationships in the Basin, and a network framework in place within the TRPA and Placer County that would provide for a seamless project initiation of the Area Plan preparation. Contracting with Dyett & Bhatia would eliminate any learning curve to begin preparation of the Area Plans, in that there would be no need for County staff to educate the firm on the County's Community Plan work underway or the intricacies of the TRPA Regional Plan and Code. Dyett & Bhatia has also demonstrated an ability to conduct outstanding product delivery with the County's current Community Plan policy document. The Planning Services Division has a high level of confidence in the firm's ability to perform the Area Plan work needed within a tight timeframe, and therefore staff has worked with the County's Procurement Services Division to request that the proposed contract be a sole-source contract with Dyett & Bhatia.

Funding for this contract will come from the Planning Division's professional services fund and the County Executive Office Tahoe fund. A complete description of the Scope of Work associated with the proposed contract is provided in Exhibit A. Additional funding will be required to complete the environmental analysis for the Tahoe Basin Community Plan Update in the FY 2014/15. It is anticipated that the County will prepare a programmatic EIR/EIS for the Tahoe Basin Community Plan Update.

FISCAL IMPACT

The subject contract is \$120,000. Funding for this contract will come from the Planning Services Division's Professional Services Fund (\$100,000) and the County Executive Office's Community

and Agency Support Fund (\$20,000). The Planning Services Division continues to seek grant funds to offset all costs associated with the Tahoe Basin Community Plan Update. The primary source of outside funding has come from the California State Strategic Growth Council's Planning Grant funds awarded to the Tahoe Basin Partnership for Sustainable Communities which Placer County is a part of.

Exhibits:

Exhibit A: Contract and Scope of Work for to planning services agreement professional consultant services – Dyett & Bhatia.

cc: Michael Johnson, CDRA Director
Jennifer Merchant, Tahoe CEO
Crystal Jacobsen, Planning Services Division
Martha Miller, Dyett & Bhatia

Contract No.: _____

Administering Agency: County of Placer/ Community Development Resource Agency

Contract Description: CONSULTING SERVICES – TAHOE COMMUNITY PLAN UPDATE

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Auburn, California, as of _____, 2013, by and between the County of Placer, ("County"), and Dyett & Bhatia, ("Consultant"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the services described in Exhibit A. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment.** County shall pay Consultant **\$120,000** for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit A. The payment specified in Exhibit A shall be the only payment made to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all billings for said services to the Placer County Planning Department.
3. **Facilities, Equipment and Other Materials, and Obligations of County.** Consultant shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
4. **Exhibits.** All exhibits referred to herein will be attached hereto and by this reference incorporated herein.
5. **Time for Performance.** Time is of the essence. Failure of Consultant to perform any services within the time limits set forth in Exhibit A shall constitute material breach of this contract.
6. **Independent Consultant.** At all times during the term of this Agreement, Consultant shall be an independent Consultant and shall not be an employee of the County. County shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement. County shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement.
7. **Licenses, Permits, Etc.** Consultant represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Consultant to practice its profession. Consultant represents and warrants to County that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.
8. **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Consultant's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

9. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

The CONSULTANT hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. CONSULTANT agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONSULTANT. CONSULTANT also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or the COUNTY or to enlarge in any way the CONSULTANT'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CONSULTANT'S performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

A. **INSURANCE:**

CONSULTANT shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-VII showing.

B. **WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:**

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONSULTANT'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer".

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CONSULTANT.

CONSULTANT shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

C. **GENERAL LIABILITY INSURANCE:**

1. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONSULTANT, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
 - (a) Contractual liability insuring the obligations assumed by CONSULTANT in this Agreement.

2. One of the following forms is required:
 - (a) Comprehensive General Liability;
 - (b) Commercial General Liability (Occurrence); or
 - (c) Commercial General Liability (Claims Made).

3. If CONSULTANT carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
 - One million dollars (\$1,000,000) each occurrence
 - Two million dollars (\$2,000,000) aggregate

4. If CONSULTANT carries a Commercial General Liability (Occurrence) policy:
 - (a) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) for Products-Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
 - (b) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

5. Special Claims Made Policy Form Provisions:

CONSULTANT shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

 - (a) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) aggregate for Products Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
 - (b) The insurance coverage provided by CONSULTANT shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.

D. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

1. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
2. "The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
3. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

E. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

F. PROFESSIONAL LIABILITY INSURANCE (ERRORS & OMISSIONS):

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than \$1,000,000.

If Consultant sub-contracts in support of Consultants work provided for in the agreement,

Professional Liability Insurance for Errors shall be provided by the sub contractor in an amount not less than two million dollars (\$2,000,000) in aggregate.

The insurance coverage provided by the consultant shall contain language providing coverage up to one (1) year following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

G. ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The CONSULTANT shall be responsible for all deductibles in all of the CONSULTANT's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

CONSULTANT's Obligations - CONSULTANT's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - CONSULTANT shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the CONSULTANT to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

10. Consultant Not Agent. Except as County may specify in writing Consultant shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied pursuant to this Agreement to Bind County to any obligation whatsoever.

11. Assignment Prohibited. Consultant may assign its rights and obligations under this Agreement only upon the prior written approval of County, said approval to be in the sole discretion of County.

12. Personnel.

A. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that County, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform services pursuant to this Agreement, including those members of the Project Team as explained below, Consultant shall remove any such person immediately upon receiving notice from County of the desire of County for removal of such person or persons.

B. Notwithstanding the foregoing, if specific persons are designated as the "Project Team" in Exhibit A, Consultant agrees to perform the work under this agreement with those individuals identified. Reassignment or substitution of individuals or subcontractors named in the Project Team by Consultant without the prior written consent of County shall be grounds for cancellation of the agreement by County, and payment shall be made pursuant to Section 15 (Termination) of this Agreement only for that work performed by Project Team members.

13. Standard of Performance. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. All products of whatsoever nature which Consultant delivers to County pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Consultant's profession.

14. Termination.

A. County shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to Consultant. In the event County shall give notice of termination, Consultant shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event County shall terminate this Agreement:

1) Consultant shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include:

handwriting, typewriting, printing, Photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

- 2) County shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.
- 3) County shall pay Consultant the reasonable value of services rendered by Consultant to the date of termination pursuant to this Agreement not to exceed the amount documented by Consultant and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit A, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Agreement. In this regard, Consultant shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Consultant. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

B. Consultant may terminate its services under this Agreement upon thirty- (30) working days' advance written notice to the County.

15. **Non-Discrimination.** Consultant shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
16. **Records.** Consultant shall maintain, at all times, complete detailed records with regard to work performed under this agreement in a form acceptable to County, and County shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to Consultant until County is satisfied that work of such value has been rendered pursuant to this agreement. However, County shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.
17. **Ownership of Information.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of County, and Consultant agrees to deliver reproducible copies of such documents to County on completion of the services hereunder. The County agrees to indemnify and hold Consultant harmless from any claim arising out of reuse of the information for other than this project.
18. **Waiver.** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.
19. **Conflict of Interest.** Consultant certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Consultant agrees that no such person will be employed in the performance of this agreement without immediately notifying the County.
20. **Entirety of Agreement.** This Agreement contains the entire agreement of County and Consultant with respect to the subject matter hereof, and no other agreement, statement, or promise made by any

party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.

21. **Alteration.** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 15, Termination.
22. **Governing Law.** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California, and Consultant hereby expressly waives those provisions in California Code of Civil Procedure §394 that may have allowed it to transfer venue to another jurisdiction.
23. **Notification.** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF PLACER
Planning Department
3091 County Center Dr.
Auburn, CA 95603

CONSULTANT
Dyett & Bhatia
755 Sansome Street, Suite 400
San Francisco, CA 94111

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Executed as of the day first above stated:

COUNTY OF PLACER

By: _____ Date: _____
Michael Johnson, Director, Community Development Resource Agency

Approved as to Form – County Counsel:

By: _____ Date: _____

CONSULTANT – Dyett & Bhatia*

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

**If a corporation, agreement must be signed by two corporate officers; one must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation.*

Exhibits

A. Scope of Work

SCOPE OF WORK

Task 1: Project Initiation & Area Plan Framework

Conduct a Kick-off Meeting (Team). Meet with the key staff members to discuss the framework and preliminary outline for Area Plans. At this meeting, staff will work with D&B to identify the physical lay-out, organization, informational needs, and anticipated final product for the Area Plans product. County staff will provide the consultant team with Area Plan template and all relevant background information, including base mapping completed to date and an overview of existing codes/design guidelines, etc. Staff will identify missing data, mapping, and illustrations to be included in Area Plans. Staff will also identify key graphics to be created or updated, as part of the SGC Planning Grant work associated with the Tahoe Basin Partnership for Sustainable Communities. TRPA staff will discuss and review required Area Plan content and framework. Consultant Team will provide examples of similar development code/design guideline products for County Staff consideration.

Task 2: Area Plan Outline

Review Background Materials and Prepare Preliminary Area Plan Outline/Revised Template (D&B). The consultants will review pertinent documents provided by County staff or otherwise available and prepare preliminary Area Plan outline. Area Plan outline will include items required by TRPA Regional Plan and items identified by County staff in Kick-Off Meeting. Outline will also include placeholders for all maps, graphics and illustrations to be updated or prepared by D&B. Items included in the Area Plan outline include but are not limited to:

- Area Plan Introduction with Plan Area vision statements and community character text, photos, maps, and other information related to the unique quality of each Plan Area.
- Regional context information – relationship of Area Plans to TRPA Regional Plan & Code and planning hierarchy, conflicting provisions and record of planning interpretations, etc.
- Vision/bubble maps
- Zoning maps
- Definitions and land use/zoning designations
- District development standards, including use tables, and other graphically represented standards
- Design guidelines and supplemental standards, including site design, parking standards, parking lot landscaping and design, grading and drainage, and designing for snow

Task 3: Prepare Initial Administrative Draft Area Plan as Pilot Plan (D&B). The consultant will prepare an Administrative Draft Area Plan for one of the four plan areas (either for Tahoe City or Kings Beach) to serve as a pilot plan or sample for preparation of remaining three Area Plans. Emphasis shall be on graphically illustrating development standards and design guidelines, with the overall intent of creating a user-friendly Area Plan with form-based development standards. The Area Plan will be highly graphical, containing extensive tables, graphics, maps, illustrations and photos. County staff will review the sample Administrative Draft Area Plan and circulate to Technical Advisory Committee (TAC) for

Placer County Planning Services Division

Tahoe Community Plan Update

Preparation of Area Plans (4)

review and feedback. TRPA staff will review Administrative Draft Area Plan for conformance with TRPA Regional Plan and Code.

Task 4: Prepare Draft Area Plans (D&B).

- A. **Administrative Drafts – first round (D&B).** Based on comments received on the initial Administrative Draft Area Plan, prepare Administrative Draft Area Plans for the three remaining plan areas for staff and TAC review. The Area Plans will be prepared to reflect the four unique plan areas in the Tahoe Basin portion of Placer County. As reflected in the pilot plan, emphasis shall be on graphically illustrating development standards and design guidelines, with the overall intent of creating form-based Area Plan/codes that are user-friendly. Area Plans will be highly graphical, containing extensive tables, graphics, maps, illustrations and photos. Placer County’s TMDL load reduction plan and the TRPA Area Plan Framework, among other guiding plans, regulations, and documents, will be considered in the formation of the Administrative Draft Area Plans as they provide parameters for the vision and the plans.
- B. **Administrative Drafts – second round (D&B).** Following staff comments and TAC review, D&B will revise the Administrative Draft Community Plan Policy document and produce a second round of Administrative Draft Area Plans. Staff will provide second round of Administrative Draft Area Plans to Plan Area Teams for comment. Teams will have 30-days to provide written comments to staff for consideration and staff will hold 1-2 meetings with each team to review comments.
- C. **Public Review Drafts (D&B).** Following Plan Team and staff comments on second round of Administrative Draft Area Plans, D&B will revise the Administrative Draft Area Plans and produce the Public Review Drafts.
- D. **Final Area Plan Documents (D&B).** Following adoption of the Community Plan Policy document, consultants will revise the Public Review Draft, to incorporate specific text and diagram changes made as part of adoption. After a final screen check review by staff, a final production version of the Adopted Policy document will be provided to the County for distribution.

COST PROPOSAL

The total budget for the outlined Scope of Work is **\$120,000**.

SCHEDULE

To be discussed and determined at Kick-Off Meeting.

BUDGET ASSUMPTIONS

Our budget is based on the following assumptions:

- **Invoices.** Invoices will be based on hourly costs, and will be submitted monthly, up to the guaranteed maximum fees.
- **Meeting Attendance.** The budget assumes no attendance by D&B staff at any public meetings.
- **Consolidated Comments and Direction.** County staff will provide a single set of consolidated comments on the review drafts of all documents.

- **Electronic Documents.** We will provide digital files of documents in Word and Adobe PDF formats, available by FTP transfer and CD-ROM. All Word formatting to be developed so that County Staff can easily edit/re-format as necessary (no automatic formatting in Word).
- **Printing.** The budget assumes that the County will be responsible for printing of documents for distribution.
- **Mailing Costs and Other Direct Costs.** The budget includes direct costs related to the project, including mailing costs, in-house printing costs, and other similar reimbursable expenses.

The County will be responsible for the following tasks:

- The County will provide background information on the physical characteristics of each Area Plan. Background documentation will be provided to the consultant at the onset of the project including the following: existing zoning, proposed zoning, existing plans, development standards and design guidelines. Base maps will include aerial photographs, topography, soil and land coverage data.
- Posting project information and all draft documents on the County website.

DYETT & BHATIA BILLING RATES

Effective July 1, 2013

Staff	Hourly Rate	Employees
Principal II	\$210	Michael, Rajeev
Principal I	180	Martha
Associate Principal/Director II	175	Vivian, Vicki
Associate Principal	150	Sophie
Senior Associate	135	Tara, Chris, Peter, Heather
Associate	115	Josh, Monica
Planner	105	Nick, Katharine, Melissa
Cartography/GIS Specialist/Sr. Graphic Designer	110	Mark, Diana N., Isha
Cartographic and Graphic Designer	85	Leah
Analyst	70	Elena
Project Assistant	70	Meryl, Weiser

Direct Charges

Maps, graphics, reproduction, local travel, out-of-town travel and subsistence, and miscellaneous costs; billed at cost.

Mileage at IRS permitted maximum

